

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE PEACE OFFICERS REPRESENTATION UNIT
(MOU #30)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into this 6th day of
April, 2010.**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

THE LOS ANGELES AIRPORT PEACE OFFICERS ASSOCIATION

TABLE OF CONTENTS

	PAGE
1.0 GENERAL PROVISIONS	
1.1 Recognition.....	1
1.2 Parties to Memorandum of Understanding	1
1.3 Implementation of Memorandum of Understanding	1
1.4 Full Understanding.....	2
1.5 Term	2
1.6 Calendar for Successor Memorandum of Understanding	2
1.7 Obligation to Support	3
1.8 Management Rights.....	3
1.9 Inclusion of New Classes.....	3
1.10 Provisions of Law and Separability	4
1.11 Release Time.....	7
1.12 Non-Discrimination.....	7
1.13 Notice of Changes in Work Rules	7
1.14 No Strike-No Lockout	7
2.0 ASSOCIATION/EMPLOYEE RELATIONS	
2.1 Work Access.....	8
2.2 Use of Airport Facilities	8
2.3 Bulletin Boards.....	8
2.4 Actions by Employee Relations Board	9
2.5 Employment Opportunities.....	9
2.6 Employee Relations	9
2.7 Agency Shop	9
2.8 Personnel Folders.....	12
3.0 GRIEVANCE	
3.1 Grievance Procedure.....	13
3.2 Grievance Representation	16
4.0 SAFETY ON THE JOB	
4.1 Safety.....	16
4.2 Uniform Maintenance and Equipment Allowances.....	17
4.3 Rest Periods	18
4.4 Relinquishment of Traffic Control Functions	18

TABLE OF CONTENTS

	PAGE
5.0 WORK SCHEDULES AND OVERTIME	
5.1 General	18
5.2 Platoon Duty Personnel	20
6.0 COMPENSATION	
6.1 Salaries.....	23
6.2 Call Back Pay	23
6.3 Jury Service	23
6.4 Civic Duty.....	24
6.5 Meal Periods.....	24
6.6 Mileage	24
6.7 Acting Pay Assignments	25
6.8 Compensation for Court Appearances.....	25
6.9 Bilingual Differential	28
6.10 Sign Language Premium	28
6.11 Travel Allowance.....	28
6.12 Education and Training Incentive.....	29
6.13 Field Training Officer Bonus	30
6.14 Special and Hazard Pay	30
6.15 Administrative Code Section 4.61	32
6.16 Length of Service Pay.....	32
6.17 Off-Duty Standby Compensation	33
6.18 License and Certification Fees	33
6.19 Marksmanship Bonus.....	34
7.0 BENEFITS	
7.1 Health and Dental Plans	34
7.2 Retirement Benefits	37
7.3 Sick Leave Benefits	38
7.4 Family Illness	38
7.5 Bereavement Leave.....	38
7.6 Vacations	39
7.7 Vacation Schedules	40
7.8 Association Disability, Optical and Life Insurance Programs	40
7.9 Workers Compensation	41
7.10 Family and Medical Leave	48
7.11 Time Off to Donate Blood or Bone Marrow	48
7.12 Funeral Expenses	49
7.13 Holiday Premium Pay	49

TABLE OF CONTENTS

APPENDICES

Appendix A-1 Regular Pay Operative July 1, 2009

Appendix A-2 Regular Pay and Bonuses Operative July 1, 2009

Appendix A-3 Longevity Pay Operative July 1, 2009

Appendix B-1 Regular Pay Operative Payroll Period After Council Adoption

Appendix B-2 Regular Pay and Bonuses Operative Payroll Period After Council
Adoption

Appendix B-3 Longevity Pay Operative Payroll Period After Council Adoption

LETTER OF INTENT

Administrative Appeal Procedure

Miscellaneous Agreements

SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City and applicable State law, Los Angeles Airport Peace Officers Association, was certified on June 24, 1982, by the Employee Relations Board as the certified representative of City Employees in the Peace Officers' Unit (hereinafter referred to as "Unit") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes the Los Angeles Airport Peace Officers Association as the exclusive representative of the employees in said Unit, in accordance with the provisions of Section 4.822 of the Administrative Code. The term "employee" as used herein, shall refer only to employees employed by the City in the employee classifications listed in Appendices, Salaries, as well as such classes as may be added hereafter by the Employee Relations Board.

ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the City Administrative Officer (hereinafter referred to as "CAO"), as authorized management representative of the City Council, and the authorized management representatives of the Airport Department (hereinafter referred to as "Management") and authorized representatives of the Los Angeles Airport Peace Officers Association, (hereinafter referred to as "Association" or "Union") as the exclusive recognized employee organization for the Peace Officers Unit.

ARTICLE 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

- A. Association has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- B. The head of the Airport Department has approved this Memorandum of Understanding in its entirety in the manner required by law, and
- C. The City Council has approved this Memorandum of Understanding in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this Memorandum of Understanding which require such resolutions, ordinances or amendments will become operative on the effective date of the resolutions, ordinances or amendments unless otherwise specified.

ARTICLE 1.4 FULL UNDERSTANDING

Management and Association acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this Memorandum of Understanding constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any prior or existing Memorandum of Understanding are hereby superseded or terminated.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.3.C.

The waiver or breach of any term or condition of this Memorandum of Understanding by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

The parties mutually agree that this Memorandum of Understanding may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

ARTICLE 1.5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. on June 30, 2010.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed as long as the parties have met their obligations under the provisions of Article 1.6, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other during the period from March 15, 2010, through April 15, 2010, written proposals for such successor Memorandum of Understanding with the exception of Association salary proposals which shall be presented to Management no later than May 1, 2010. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of either party's request for such meetings.

ARTICLE 1.7 OBLIGATION TO SUPPORT

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

ARTICLE 1.8 MANAGEMENT RIGHTS

Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments, offices, and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and personnel by which the City's operations are to be conducted and to take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 1.9 INCLUSION OF NEW CLASSES

Upon written notification from the CAO to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU.

The parties have agreed to a new pay grade structure. Effective the payroll period after Council adoption of this MOU, unit members shall be reallocated to the new pay grade series identified in the table below and shall be entitled to the corresponding salary (Appendix B) and benefits as outlined in this MOU.

Pay Grade	Class Code	New Pay Grade	New Pay Grade Class Code
N/A	N/A	Airport Police Officer I	3225-1
Airport Police Officer I	3225-1	Airport Police Officer II	3225-2
Airport Police Officer II	3225-2	Airport Police Officer III	3225-3
N/A		Airport Safety Officer I	3202-1
Airport Safety Officer	3202	Airport Safety Officer II	3202-2

The new Airport Police Officer I pay grade will consist of all existing Airport Police Officer I class members who are currently in their 18 month academy training/probationary period. All other Airport Police Officer I class members will be pay grade advanced to Airport Police Officer II. All existing members of the Airport Police Officer II class will be pay grade advanced to Airport Police Officer III.

The new Airport Safety Officer I pay grade will consist of all existing Airport Safety Officers who are currently in their 18 month academy training/probationary period. All other Airport Safety Officer class members will be pay grade advanced to Airport Safety Officer II.

The parties agree and understand that pay grades are designated by management based on the assigned duties of certain specialized units. A unit member who is reassigned by management shall receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A unit member who voluntarily moves from one position to a position in a lower pay grade, shall receive the lower pay grade. Nothing in this section shall be construed to limit an officers ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act.

ARTICLE 1.10 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal and State Laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or similar independent commissions of the City. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 1.11 RELEASE TIME

In each year covered by this Memorandum, the City will permit up to a maximum of 1,000 hours of time off for Association Directors to participate in employee organization representation activities, subject to the following:

1. Time off is requested with seventy-two hours notice to Management.
2. Management approves.
3. Minimum time off taken must be in at least four-hour increments.
4. Minimum staffing is not impacted.

The Airports Department will bill the Association quarterly each contract year for actual time used at the rate of \$23.75 per hour for Airport Safety Officers on a Platoon Duty work schedule and \$33.24 per hour for all other unit members.

In addition, the City may permit one unit member elected as an Association Director ("Director") time off for full-time employee organization representation activities. The Association shall reimburse the Airport Department the full cost of all release time associated with the Association Director in the amount of \$85,000 annually, subject to the following:

1. The Association shall pay \$21,250 on or before September 30, December 31, March 31, and June 30 of each applicable year.
2. In the event the Association shall not utilize the full time services of one Director, the City 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 Association and shall notify the appropriate parties.
3. Failure of the Airport Department to receive reimbursement within forty-five (45) calendar days of the quarterly due date shall constitute the immediate revocation of this provision and the immediate reassignment of the Director to regular duties for his/her current class and pay level. At the time such payment is received, this provision will become fully reinstated.
4. During the period of time the Director is in the service of the Association, the Director shall not receive any accrual of vacation or sick leave credit. These benefits are the responsibility of the Association. Likewise, no deduction from either of the benefits will be made by the City.
5. No overtime for Association activities will be authorized or paid for the Director covered by this provision, nor will the Director 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.
6. The Director acting in the capacity of full-time employee organization representatives is a peace officer employed by the Airport Department. As such, he/she remains subject to the rules, regulations and Code of Conduct provisions

applicable to such representatives and all benefits and responsibilities provided for under the terms and conditions of this MOU. If a Director is served with a notice of intended discipline that the Association believes violates Los Angeles Administrative Code §4.860(a)(2), the Director shall have ten (10) calendar days to serve the Airport Police Chief with a copy of the Unfair Employee Relations Practice claim filed at the Employee Relations Board regarding this matter. The Airport Police Chief will not take the contemplated disciplinary action until the Employee Relations Board has adjudicated the unfair charge. The Airport Police Chief and the Association shall request an expedited proceeding. If the contemplated disciplinary action is found to be an Unfair Employee Relations Practice by the Employee Relations Board, the Chief will not proceed with the disciplinary action.

7. In the event that the 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 Airport Department shall compute the amount of reimbursement not required for any period of suspension served by the active Director and shall reduce the amount of reimbursement required from the Association.
8. During normal daytime business hours or while conducting City-related business, the Director shall be considered for Workers' Compensation and pension benefits as an employee of the City of Los Angeles and entitled to all benefits that other Airport peace 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 Airport peace officers. This provision shall not be limited to normal daytime business hours when the Director is performing the regular duties of an Airport peace officer.
9. The Association 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 the Director in the service of the Association (excluding Workers' Compensation).
10. The Director shall be required to qualify twice a year. Qualification shall be during the months of March and September on the combat range with the officer's primary duty handgun and factory ammunition.
11. Except for the provisions of Item 3 of this Article and misconduct that would warrant a paygrade reduction, when the Director returns to regular duties with the Airport Department for any other reason, the Director shall be assigned to a position for his or her current classification. It shall be the Airport Department's option whether the Director is returned to a position for which there is hazard pay, bonuses or special pay.

Refusal by Management for adequate reason is not subject to the grievance procedure.

ARTICLE 1.12 NON-DISCRIMINATION

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

ARTICLE 1.13 NOTICE OF CHANGES IN WORK RULES

Whenever written departmental working rules are established or changes are made to existing written departmental working rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify Association in writing and offer the opportunity for Association to meet and consult on the changes with Management.

Nothing contained in this Article shall be construed as a limitation of the right of Management to implement new written departmental working rules or make changes in such existing rules in cases of emergency. Provided, however, when such new work rules or changed existing work rules, as the case may be, must be adopted immediately, without prior notice to Association, notice shall be given and the opportunity for consultation shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules, as the case may be. Association agrees to notify Management promptly of its intent to exercise its rights granted under this Article.

ARTICLE 1.14 NO STRIKE-NO LOCKOUT

In consideration of the mutual desire of the parties to promote and ensure harmonious relations, the City agrees that there shall be no lockout or the equivalent of members of the Association/Union, and the Association/Union and its members agree that there shall be no strike or other concerted action, including sympathy strikes, resulting in the withholding of service by the members during the term of this MOU. Should such a strike or concerted action by Association/Union members occur, the Association/Union shall immediately instruct its members to return to work. It is mutually understood and agreed that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout. The provisions of this Article shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppage by public employees.

SECTION 2.0 ASSOCIATION/EMPLOYEE RELATIONS

ARTICLE 2.1 WORK ACCESS

An authorized Association Representative shall have access to the facilities of the Department during working hours for the purpose of assisting employees covered under this Memorandum of Understanding, in the adjusting of grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department for the work site. In the event immediate access cannot be authorized, the designated representative shall inform the staff representative as to the earliest time when access can be granted.

Association shall give to the department represented herein and the City Administrative Officer a written list of its authorized Association Representatives, which list shall be kept current by Association.

This Article shall not be construed as a limitation on the power of the head of the department to restrict access to areas designated as security or confidential.

ARTICLE 2.2 USE OF AIRPORT FACILITIES

Association may use Airport facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

It is understood that if the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, Association will provide or assume the cost of such service(s) or facility.

ARTICLE 2.3 BULLETIN BOARDS

Section I

The department agrees to provide a bulletin board or reasonable space at each work location, which may be used by Association for the following purposes:

- A. Notice of Association meetings.
- B. Notice of Association elections and their results.
- C. Notice of Association recreational and social events.
- D. Notice of official association business.

- E. Any written material which has received the prior approval of the Departmental Management Representative.

Section II

It is agreed that all notices prior to being posted shall be submitted to the designated representative of Management. The posting will occur within 24 hours of such submission.

Section III

It is further agreed that the Association Representative shall place a removal date on all materials to be posted.

ARTICLE 2.4 ACTIONS BY EMPLOYEE RELATIONS BOARD

If any action(s) by the Employee Relations Board prior to the expiration of this Memorandum of Understanding, result in any significant changes to the composition of this representational unit, the parties to this Memorandum of Understanding will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 2.5 EMPLOYMENT OPPORTUNITIES

The Personnel Department will mail to Association copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Employee Selection Services Division of the Personnel Department, will be mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

ARTICLE 2.6 EMPLOYEE RELATIONS

Meetings at reasonable intervals may be scheduled at the request of an authorized Association Representative or the Management Representative of the department for the purpose of informally discussing potential employer-employee relations problems.

ARTICLE 2.7 AGENCY SHOP

A. DUES/FEES

1. a. Each permanent employee* in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller. (*A permanent employee is

defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the City Employees' Retirement System.)

- b. Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of the Memorandum of Understanding, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the LAAPOA will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2. The CAO and Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. EXCEPTIONS

Religious Objections

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues", as distinct from "service fee", shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
 - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Controller within thirty (30)

working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

- b. 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.
 2. The Controller shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
 - a. The City is authorized to deduct from each unit member membership dues and agency shop fees. This deduction will be computed at the rate of one and one-half percent (1.5%) of an Airport Police Officer I's highest step of the salary range prescribed for that class, rounded off to the nearest tenth of a dollar. Effective the payroll period following Council approval of this MOU, this deduction will be computed at the rate of one and one-half percent (1.5%) of an Airport Police Officer II's highest step of the salary range prescribed for that class, rounded off to the nearest tenth of a dollar.
 - b. When the Controller receives notice from the Association to change the deduction percentage rate, the Controller is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
 - c. The authorization to deduct dues and agency shop fees shall remain in effect until written notice of cancellation is given by an employee to the Controller's Office on the appropriate form provided by the Controller for this purpose.
 3. Management will provide the Association with the name, home address and employee number of each permanent employee.
 4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.

D. ASSOCIATION RESPONSIBILITIES

1. The organization shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year,

a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

2. The Association certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).
3. Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RECISION

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event this Article is overturned by the employees in this representation unit, all other Articles of the Memorandum of Understanding shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor Memorandum of Understanding or amendment shall have been approved.

ARTICLE 2.8 PERSONNEL FOLDERS

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during hours when the Personnel Bureau is normally open for business. Such review shall not interfere with the normal business of the bureau.

No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy. It is mutually understood that this provision shall not apply to documents placed in said folder prior to August 20, 1975.

A "Notice to Correct Deficiencies" shall be sealed by Management upon the request of an affected employee if he/she has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed

that resulted in written corrective counseling or other management action for a period of two (2) years from the date the most recent, related notice was issued or management action taken.

SECTION 3.0 GRIEVANCE

ARTICLE 3.1 GRIEVANCE PROCEDURE

Section I - Definitions

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

Section II - Responsibilities and Rights

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.
- D. By mutual agreement, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and Management may waive one level of review from this grievance procedure.
- E. Management shall notify Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of

Understanding, and an authorized Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the authorized Association Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. Association is to be notified of the resolution of all other formal grievances.

Section III - Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

Step 1 - Informal Discussion

The grievant shall discuss his/her grievance with his/her 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 ten (10) calendar days following the day during which the event upon which the grievance is based occurred.

The immediate supervisor shall respond within five (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

Step 2 - First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, office or bureau upon the person designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 3 - Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her

representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

Step 4 - General Manager/Third Level of Review

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee. The General Manager or his/her designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 5 - Arbitration

If the written decision at Step 4 does not settle the grievance, or if no written decision is rendered within the time limits set forth at Step 4, the grievant and Association jointly may serve upon the head of the department a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within ten (10) calendar days following the date of service of the written decision of the General Manager or his/her designee, or expiration of the time limits set forth in Step 4. Failure of the grievant and Association jointly to serve the written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.

- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

ARTICLE 3.2 GRIEVANCE REPRESENTATION

Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the department with a written list of employees who have been so designated. Management will accept quarterly changes to the list presented by the Association.

A grievance representative if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure. The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Association and in the same Unit as the grievant, is employed by the same department as the grievant, and is employed within a reasonable distance from the work location of the grievant.

If a grievance representative must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the grievance representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Time spent on grievances outside of regular working hours of the employee and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

SECTION 4.0 SAFETY ON THE JOB

ARTICLE 4.1 SAFETY EQUIPMENT AND WORKING CONDITIONS

Section I – Safety Equipment

Safety clothing and devices currently provided by Management shall continue to be provided, as long as the need exists; Association will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible. Management shall provide standard law enforcement rain gear for employees who are required to work

outside in inclement weather. Management shall replace such gear when Management determines that it is no longer serviceable.

Section II – Working Conditions

Management will make every reasonable effort to provide safe working conditions. Association will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor. Said supervisor should:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
- B. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.
- C. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.

Section III – Reporting Hazardous Conditions

If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Health and Safety Office and report such hazard. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

ARTICLE 4.2 UNIFORM MAINTENANCE AND EQUIPMENT ALLOWANCE

- A. Management will provide a cash payment of one-thousand twenty-five dollars (\$1,025) annually to Unit members. This payment is designed to cover the cost of uniform replacement, maintenance and other professional expenses for the upcoming year. This payment will be made by separate check distributed between December 1st and December 15th each year.
- B. To be eligible for this benefit, an employee must have successfully completed basic recruit training or six months service if academy training was waived.
- C. This allowance is not intended to be part of wages.

ARTICLE 4.3 REST PERIODS

Each employee shall be granted a minimum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day nor in excess of fifteen (15) minutes without express consent of the designated supervisor.

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

ARTICLE 4.4 RELINQUISHMENT OF TRAFFIC CONTROL FUNCTIONS

Management may elect to transfer the traffic control functions presently performed by employees in this Unit to other employees of the City of Los Angeles who are not represented by the Association and not covered by this Agreement; provided, however, that employees in this Unit may be assigned these functions under special circumstances where required by the needs of Management. Traffic control functions shall be defined as "curb enforcement, parking lot enforcement and street traffic control".

The transfer of these functions shall not directly or indirectly result in any layoff or termination of any Unit employee.

SECTION 5.0 WORK SCHEDULES AND OVERTIME

ARTICLE 5.1 GENERAL - HOURS OF WORK AND OVERTIME

A. Hours of Work

A 7(k) work period, pursuant to the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k) is hereby continued for employees in this Unit.

1. Notwithstanding the provisions of Section 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the LAAC, any unit member who is assigned to a law enforcement function may be assigned by Management to work a 5/40 work schedule, or a 4/10 work schedule, or a 3/12 work schedule, at the sole discretion of Management.
2. The work hours do not include time to consume a meal. Adjustments to an employee's work schedule may be made in order to accomplish the objective of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28 workday deployment period.

3. The parties recognize and agree that the majority of unit members who are assigned a law enforcement function are currently assigned by Management to work a 4/10 work schedule. In addition, unit members in special law enforcement duty assignments are currently assigned by Management to work a 5/40 work schedule. Further, the parties recognize and agree that it is a “management right” for Management to discontinue a work schedule at the conclusion of any Deployment Period. The Association specifically recognizes and agrees that Management has no obligation to meet and confer in advance of the implementation of that decision to discontinue a work schedule, provided that Management shall give the Association two Deployment Periods notice of the change and such notice shall include the scheduling system to be implemented. 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. If the Association requests to meet-and-confer on the impacts, then the parties agree to meet to resolve the matter no later than thirty (30) calendar days from the Association’s initial request. Additionally, it shall be the sole discretion of Management to modify the work schedules.

B. Overtime

A 7(k) exemption under the Fair Labor Standards Act (FLSA) is hereby continued for all employees in this Unit.

Distribution of Overtime

Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work.

Rate and Methods of Compensation

Compensation for overtime worked by employees in classifications listed in the Appendices herein, shall be for all hours worked in excess of 160 hours in a 28-day deployment period including all absences with pay authorized by law. Compensation for these employees shall be in cash or time off (compensatory time off) at the rate of one and one-half (1½) the employee’s regular rate of pay. The method of compensation, either cash or compensatory time off (CTO), shall be at the discretion of Management. CTO must be approved in advance by the General Manager or his/her designee. Accumulation of CTO shall not exceed one hundred twenty (120) hours per employee. At any time, the General Manager or his/her designee may direct that any CTO be paid in cash. A unit member may request to receive cash in exchange for accumulated CTO at any time and the approval of such requests are at the sole discretion of Management.

ARTICLE 5.2 PLATOON DUTY PERSONNEL – WORK SCHEDULES AND OVERTIME

A. Regular Hours of Work

1. 24-hour shift personnel shall be divided into three platoons. Said platoons shall be known as the “A” Platoon, “B” Platoon, and “C” Platoon, respectively. Personnel shall be assigned to these platoons prescribed by the General Manager or designee. A tour of duty is a 24-hour shift in one of the above platoons.
2. A 24-hour period on duty shall constitute two days for the purpose of computing days worked, days off, vacation, sick leave and bereavement leave.
3. 24-hour shift personnel assigned to platoon duty shall work 243.5 days in each calendar year, account being taken, however, of duly authorized leaves of absence with pay.
4. Management reserves the right to implement a “48/96” work schedule at Ontario International Airport on a one-year trial basis and in accordance with FLSA rules and regulations. Management reserves the right to discontinue the “48/96” work schedule at the conclusion of any Deployment Period. The Association agrees that Management has no obligation to meet and confer in advance of the implementation of that decision to discontinue the “48/96” work schedule, provided that Management shall give the Association two Deployment Periods notice of the change and such notice shall include the scheduling system to be implemented. The parties agree that if the “48/96” work schedule is implemented, certain provisions of this Article may be modified to ensure accordance with FLSA rules and regulations. However, this waiver does not prevent the parties from engaging in the meet-and-confer process regarding the impact or the effects of that Management decision following the implementation of the change. Additionally, it shall be the sole discretion of Management to modify the work schedules. If, after the “48/96” work schedule is implemented, Management determines the work schedule is operationally beneficial, Management reserves the right to continue the “48/96” work schedule beyond the one-year trial period.

B. Holidays

1. Each 24-hour shift employee will have 13.5 days off duty each calendar year in lieu of holidays.
2. Whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, employees covered by this Article are granted an additional day off duty.

3. Such days off duty shall be taken at such time during each month as the General Manager or designee shall direct.

C. Overtime

1. A 7(k) exemption under the Fair Labor Standards Act (FLSA) is hereby declared for all employees in this Unit who are assigned to platoon duty. The work period for such employees shall be nine (9) 24-hour shifts in twenty-seven (27) days.
2. Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD, bereavement leave, etc.) and uninterrupted meal periods shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.
3. When the total hours worked in the work period are 204 or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash payment.
4. Hours worked in excess of 204 hours, whether or not included in the regular schedule, shall be compensated by cash payment at the rate of one and one-half (1½) times the regular compensation rate for each hour of overtime worked as defined by the FLSA.
5. Notwithstanding any other provision of this Article, whenever any 24-hour shift employee is required to appear in any court outside of his/her assigned work schedule, he/she shall be deemed to have worked a minimum of four (4) hours. Overtime compensation shall be by cash payment or time off (compensatory time off) at the rate of one and one-half (1½) times the regular compensation for each hour of overtime worked. The method of compensation, either cash or compensatory time off (CTO), shall be at the discretion of Management. CTO must be approved in advance by the General Manager or his/her designee. Accumulation of CTO shall not exceed one hundred twenty (120) hours per employee. At any time, the General Manager or his/her designee may direct that any CTO be paid in cash. A unit member may request to receive cash in exchange for accumulated CTO at any time and the approval of such requests are at the sole discretion of Management.

D. Trading Time

The General Manager or designee may allow adjustment of the schedules of individual members by the exchange of duty time between members; provided, however, that no such adjustment shall affect the total number of days a member

assigned to platoon duty is required to work. Any such adjustment shall not be deemed overtime for the member working or under-time for the member off duty.

Time taken off or shift worked as the result of a trade shall be "paid back" or worked within 12 months of the traded 24-hour shift. All trades within a calendar year shall be balanced and consummated no later than 8:00 PM, December 31st of each year.

In the event the member who was scheduled to work for another member, as the result of a trade, is unable to work due to illness or other recognized leave, the member who was scheduled to be off as a result of the trade shall be allowed to take the day off. The member who is unable to work the traded assignment shall have the requisite hours deducted from the appropriate time bank. Any disputes from unit members participating in a traded time transaction shall not be grievable.

The provisions in this Article shall be administered in accordance with the Fair Labor Standards Act (FLSA). The City shall be held harmless if any FLSA violations result from traded time between unit members.

E. Special Duty

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

F. Special Duty Overtime Compensation

1. A 7(k) exemption under the FLSA is hereby declared for all employees in this Unit who are assigned to Special Duty. The work period for such employees shall be 160 hours in a 28-day period, and overtime compensation shall be governed by the provisions in No. 2, below.
2. Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD, bereavement leave, etc.) and uninterrupted meal periods shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.
3. When the total hours worked in the work period are 170 or less, the hours worked in excess of the regular schedule (160 hours) shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash or time off (compensatory time off). The method of compensation, either cash or compensatory time off (CTO), shall be at the discretion of Management. CTO must be approved in advance by the General Manager or his/her designee. Accumulation of CTO shall not exceed

one hundred twenty (120) hours per employee. At any time, the General Manager or his/her designee may direct that any CTO be paid in cash. A unit member may request to receive cash in exchange for accumulated CTO at any time and the approval of such requests are at the sole discretion of Management.

4. Hours worked in excess of 170 hours, shall be compensated at 1½ times the regular rate, as defined by the FLSA.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

- A. The parties to this Memorandum of Understanding jointly recommend to the City Council approval of the salary ranges set forth in Appendices A-B.
- B. The salary ranges set forth in Appendix A1-3 will become operative commencing July 1, 2009.
- C. The salary ranges set forth in Appendix B1-3 will become operative commencing the payroll period following Council adoption of this MOU.
- D. Effective the payroll period following Council adoption of this MOU, Unit members occupying an Airport Police Officer I position shall pay grade advance to Airport Police Officer II after successfully completing all POST requirements, field training, and probation.
- E. Effective the payroll period following Council adoption of this MOU, Unit members occupying an Airport Safety Officer I position shall pay grade advance to Airport Safety Officer II after successfully completing all POST requirements, firefighter requirements, field training, and probation.

ARTICLE 6.2 CALL BACK PAY

Whenever employees are ordered by Management to return to duty following the termination of their work shift and departure from their work location, they shall receive a minimum payment equivalent to four hours of premium pay.

ARTICLE 6.3 JURY SERVICE

Any employee who is duly summoned to attend any court for the purposes of performing jury service or nominated and selected to serve on the Grand Jury, shall for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his or her regular salary. Provided, however, that any jury attendance fees received by any employee who receives his or her regular salary pursuant to this provision,

except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the Airport Department. Should any employee fail to deposit jury attendance fees as required by this Article within 30 days from the last day of jury service, the Department shall notify the Accounting Bureau of such non-deposit and they shall turn the amount over to an authorized collection agency.

The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code.

ARTICLE 6.4 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

A court of competent jurisdiction is defined as a court within the County in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

ARTICLE 6.5 MEAL PERIODS

The meal period for unit members shall be 30 minutes and shall not be counted as time worked for any purpose. An officer who is called to duty during his/her meal period shall, at Management's discretion, either be:

- A. Given a 30-minute meal period at a later time during the same shift; or
- B. Compensated in cash at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

The provisions of this Article do not apply to 24-hour shift personnel.

ARTICLE 6.6 MILEAGE

Effective January 1, 2009, each employee that is authorized to use his/her own vehicle pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his /her duties shall be reimbursed for transportation expenses at the rate of fifty-five cents (55¢) per mile for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

ARTICLE 6.7 ACTING PAY ASSIGNMENTS

- A. Whenever Management assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of fifteen (15) working days in such assignment at his/her regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 15-day qualifying period by the length of the absence.

- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class, for each day on duty as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary or range, or the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.

- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues into a new fiscal year shall not require a new qualifying period for that assignment.

Any Management determination or decision pertaining to the implementation, interpretation, application, administration or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein.

ARTICLE 6.8 COMPENSATION FOR COURT APPEARANCES

The following provisions shall apply only for the payment of overtime for court appearances for employees of the Department of Airports outside of their normal duty hours.

A. Basic Compensation

An employee, at the employee's option, may report to court when subpoenaed or remain on-call. If the employee elects to appear in court, the supervisor must be notified, at the latest, one administrative day prior to the scheduled court appearance. If the employee wishes to remain on-call, the employee must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee

need not remain at home, but must be available for telephonic notification at a location where the supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of four (4) hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four (4) hour minimum provided for in Paragraph A (1) above, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.
3. An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A (1) above, for each case for a total of eight (8) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

C. Exceptions to the Four Hour Minimum

1. Court appearances or on-call status commencing four (4) hours or less before the employee's regularly assigned shift begins. Compensation will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Paragraph A (2) above.
2. Court appearances commencing four (4) hours or less after the employee's regularly assigned shift ends. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Paragraph A (2) above.
3. Court appearances or on-call status that begins during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on-call status with the same noon recess provisions as outlined in Paragraph A (2) above.
4. Compensation for on call status shall not exceed four (4) hours.

D. DMV Telephonic Hearing

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.
- b. Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of two and one-half (2.5) hours of overtime compensation and hour-per-hour overtime compensation thereafter for actual participation in the hearing. The same noontime recess, as described in paragraph A(2) shall apply.
- c. There shall be no on-call compensation for DMV Telephonic Hearings.
- d. Employees may not receive overtime compensation for DMV Telephonic Hearings in conjunction with any other type of court overtime compensation, unless the time spent in the DMV Telephonic Hearing extends beyond the other compensated time. Employees participating in DMV Telephonic Hearings while on call or while actually in Court shall only be entitled to the overtime compensation afforded by these activities. The exception to this rule is when the DMV Hearing 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 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.
- f. Overtime shall be compensated in accordance with provisions of Section 5.0 of this Memorandum of Understanding.

ARTICLE 6.9 BILINGUAL DIFFERENTIAL

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this Memorandum of Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code.

- A. Whenever the General Manager or his/her designee determines that it is necessary or desirable that a position be filled by a unit member able to converse fluently in a language other than English, or speak, write and interpret a language other than English, he or she shall transmit to the Controller a written statement approving payment of a bilingual premium, as provided by this section, to the unit member occupying such a position and possessing such bilingual skills.

- B. After authorizing payment of a bilingual premium, the Personnel Department shall certify to the Controller that the employee has qualified under its standards of fluency and proficiency for said language.

- C. Unit members approved to receive the bilingual premium by the General Manager or his/her designee shall receive a bilingual premium of (1) one premium level rate (2.75%) for duties requiring that they converse fluently in a language other than English, or two premium level rates (5.5%) for duties requiring that they interpret another language other than English, in addition to conversing fluently in that language.

ARTICLE 6.10 SIGN LANGUAGE PREMIUM

Any qualified employee who is covered by the provisions of this Memorandum of Understanding and who is requested by the Communications Assistance Center to utilize sign language, shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the Los Angeles Administrative Code.

ARTICLE 6.11 TRAVEL ALLOWANCE

- A. Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of one dollar and fifty cents (\$1.50) for each day that such travel occurs. The parties agree that all other provisions of Sec. 4.220 - 4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.

- B. Notwithstanding Section 4.222.1 of the LAAC, whenever an employee is required to travel from one job site to another within a work day, he/she shall receive payment at the rate of one dollar and fifty cents (\$1.50) for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B, above, such employee shall be entitled to receive two dollars and twenty cents (\$2.20) per day.

ARTICLE 6.12 EDUCATION AND TRAINING INCENTIVE

In addition to the salary set forth in the classification in the salary range appendices of this Memorandum of Understanding, employees covered by this agreement who qualify shall receive the following educational/training compensation: upon presentation of the appropriate POST certificate for Airport Police Officers and certificate of completion for Airport Safety Officers to management after adoption of the enabling ordinance.

1. Fifteen dollars biweekly for successful completion of the training and educational requirements as specified by the Commission on Peace Officer Standards and Training for issuance of an Intermediate Certificate; or
2. Fifteen dollars biweekly for successful completion of the training and educational requirements as specified by the Commission on Peace Officer Standards and Training for issuance of an Advanced Certificate;
3. Unit members hired subsequent to June 30, 1996 will not be eligible to receive the bonuses described above in paragraphs 1 and 2.
4. Any unit member who successfully completes the requirements for a Basic POST certificate shall receive a POST bonus equal to three percent (3%) of regular pay.
5. Any Airport Police Officer who has successfully completed the requirements for an Intermediate POST Certificate and has presented this certificate to management, shall effective the date of presentation, receive a bonus equal to one percent (1%) of their regular pay.
6. Any Airport Police Officer who has successfully completed the requirements for an Advanced POST Certificate and has presented this certificate to management, shall effective the date of presentation, receive an additional bonus of two percent (2%) of their regular pay.
7. Any Airport Safety Officer who has successfully completed the requirements for a Firefighter I or Intermediate POST certificate and has presented this certificate to management, shall, effective the date of presentation, receive an additional bonus equal to one percent (1%) of their regular pay.
8. Any Airport Safety Officer who has successfully completed the requirements for a Firefighter II or Advanced POST certificate and has presented this certificate to

management, shall, effective the date of presentation, receive an additional bonus of two percent (2%) of their regular pay.

9. Individuals who qualify for either of the Certificates described above in 4 through 8 at the time they are hired and present the above certificate(s) to management, shall receive the applicable bonus upon commencement of employment.
10. Probationary employees shall not be entitled to any of the above bonuses until Management verifies that the employee has received POST certification.
11. The incentives described above in 4 through 8 shall be pension-based.
12. Provisions of this Article shall not be grievable.

ARTICLE 6.13 FIELD TRAINING OFFICER BONUS

Each Unit member who has been designated by Management as a Field Training Officer shall receive, in addition to salary and other bonuses provided in this Agreement, a bonus equal to five and one-half percent (5.5%) of his/her regular pay. Each such designation shall be for a six (6) month period. Upon the termination of that designation, the employee shall no longer be entitled to receive this bonus.

The provisions of this Article shall not be grievable.

ARTICLE 6.14 SPECIAL AND HAZARD PAY

Section I – Canine Handler

Whenever a unit member is assigned full time as a canine handler or canine training officer, he/she shall receive an additional 5.5% of compensation (pension-based) above his/her corresponding step of the salary range.

Officers assigned as dog handlers shall be entitled to twenty hours of on-duty time or compensatory time off, at the discretion of Airport Management, at the rate of straight time per deployment period for the purpose of feeding and caring of a dog(s).

Section II – Bomb Technician

Whenever a unit member is certified as a bomb technician and regularly assigned to LAX or Ontario Airport, he/she shall receive an additional 5.5% of compensation (pension-based) above his/her corresponding step of the salary range while performing such duties.

Such compensation shall commence upon presentation of the appropriate certificate to management.

Section III – Detective

Whenever a full-time unit member is designated by Management as a Detective and is regularly assigned to perform Detective duties, he/she shall receive an additional 5.5% (two premium levels) of compensation (pension-based) above his/her corresponding step of the salary range. For purposes of this section, Detective positions are designated by Management and may include assignments within the Los Angeles Police Department Detective Unit, Joint Terrorism Task Force, Terrorist Early Warning Group, and Court Liaison Unit.

Section IV – Narcotics Unit

Whenever a full-time unit member is regularly assigned to a Narcotics Unit, he/she shall receive an additional 5.5% (two premium levels) of compensation (pension-based) above his/her corresponding step of the salary range.

Section V – Hazardous Materials

Whenever a full-time unit member is designated by Management to be trained and certified as a Hazardous Materials Specialist and/or Technician and is regularly assigned by Management to the West End Haz-Mat Group call out roster, he/she shall receive an additional 2.75% (one premium level) of compensation (pension-based) above his/her corresponding step of the salary range.

Section VI – ONT Foot Patrol

Whenever a full-time unit member works at the Ontario Airport and is assigned to Foot Patrol Operation to patrol Terminal 2, he/she shall receive a one premium level bonus (2.75%) for each day so assigned.

Section VII – LAX Shooting Range

Whenever a full-time unit member is regularly assigned to work at the Los Angeles International Airport Shooting Range, he/she shall receive an additional 2.75% (one premium level) of compensation (pension-based) above his/her corresponding step of the salary range.

Section VIII – Motorcycle Unit

Whenever a full-time unit member is regularly assigned to a Motorcycle Unit, he/she shall receive an additional 5.5% (two premium levels) of compensation (pension-based) above his/her corresponding step of the salary range.

ARTICLE 6.15 ADMINISTRATIVE CODE SECTION 4.61

Effective beginning the first pay period following adoption of this MOU, the noise provisions of Note K, Administrative Code Section 4.61, “or consisting of working in an area where the noise level is 85 decibels or higher,” shall no longer apply to members of this Unit.

All grievances filed by members of this Unit over noise are hereby withdrawn.

Resolution over disputes of this bonus shall be considered a management right and therefore are not subject to grievances or arbitration.

ARTICLE 6.16 LENGTH OF SERVICE PAY

Any member of this Unit shall be eligible for longevity pay (pension-based) based upon the aggregate number of years served as a sworn employee of the Airport Department. Such longevity pay is subject to the following conditions:

1. Upon the certification to the Controller by the Chief Administrative Officer of the Airport Department that a member has completed the prescribed number of aggregate years of service as a sworn member of this Department and that such member’s standard of service is satisfactory, such member shall receive compensation in addition to the biweekly salary prescribed for the class pay grade computed as follows:
 - a. Upon completion of ten (10) years and until the completion of fifteen (15) years of aggregate service, an officer will receive an amount equal to 2.75% above the maximum hourly rate fixed for Airport Police Officer I as calculated by the City Administrative Officer. Effective the payroll period following Council adoption of this MOU, the Airport Police Officer II rate will be utilized to calculate the amount.
 - b. Upon completion of fifteen (15) years, an officer shall receive an additional 2.75% above the maximum hourly rate fixed for Airport Police Officer I as calculated by the City Administrative Officer. Effective the payroll period following Council adoption of this MOU, the Airport Police Officer II rate will be utilized to calculate the amount.
 - c. Upon completion of twenty (20) years, an officer shall receive an additional 2.75% above the maximum hourly rate fixed for Airport Police Officer I as calculated by the City Administrative Officer. Effective the payroll period following Council adoption of this MOU, the Airport Police Officer II rate will be utilized to calculate the amount.
2. No other members of the Airport Department employed in any class other than Airport Police Officer or Airport Safety Officer shall be eligible to receive longevity pay.

ARTICLE 6.17 OFF-DUTY STANDBY COMPENSATION

- A. Notwithstanding any other provision of this Memorandum of Understanding, Unit members who are assigned by the Airport Police Chief or his/her designee to standby for nights and weekends, will receive one hour of compensation at straight time for every six hours they are required to standby. The use of standby is based solely on operational needs and may be relinquished at any time. Under no circumstances shall unit members be assigned to standby in the Patrol Unit, unless in an emergency.
- B. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.

Example: An employee is on weekend standby. The total time of standby is sixty hours. The employee is required to report for duty for six hours. The six hours are subtracted from sixty hours leaving fifty-four 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.

- C. 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.

ARTICLE 6.18 LICENSE AND CERTIFICATION FEES

Unit members shall be entitled to reimbursement for the cost of obtaining or renewing the following licenses/certifications that are required for positions as designated by Management:

- California DMV Class A Driver's License
- California DMV Class B Driver's License
- Emergency Medical Technician I (EMT-I) Certification (renewal only)
- Hazardous Materials Technician Certification
- Hazardous Materials Specialist Certification
- Cardiopulmonary resuscitation (CPR) Certification

Unit members shall obtain Management's pre-approval prior to obtaining/renewing the license/certification. To receive the reimbursement, unit members shall present to Management a valid proof of payment (e.g. receipt) and a copy of the acquired license/certification to Management.

Management may schedule unit members for testing/course completion at an off-site location. Overtime shall be compensated in accordance with the provisions of Section 5.0

of this Memorandum of Understanding.

ARTICLE 6.19 MARKSMANSHIP BONUS

Effective the first full payroll period following the approval of this MOU by the City Council:

- A. Management shall pay the bonus indicated below to Airport Police Officers and Airport Safety 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.

SECTION 7.0 BENEFITS

ARTICLE 7.1 HEALTH AND DENTAL PLANS

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council. The Flex Program will provide the benefits outlined in Appendix I.

The sections below are intended to reflect the Flex Program approved on July 17, 1996. If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

Section I – Health Plans

The health plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

During the term of this MOU, Management agrees to continue to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed \$978.18.

Notwithstanding the above, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

During the term of this MOU, the Joint-Labor Management Benefits Committee will review all rate changes and their impact on the Health Plans.

Section II – Dental Plans

The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of employee only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

Section III – Definition of Dependent

The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be 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 domestic partner, or the dependents of such domestic partner.

Section IV – General Provisions

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

The parties mutually understand that the City will expend the above noted funds only for those employees who enroll in these plans and remain on active payroll status with the City, and that the City retains all rights to any unused funds which may be allocated for the purpose of implementing this Article.

Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

Section V – Subsidy During Family and Medical Leave

Employees shall be eligible for such continued health and dental subsidies while on a Family or Medical Leave in accordance with Article 7.10 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods. The continuation of the medical and dental subsidies will be provided only under the following conditions:

1. The employee shall have been enrolled in a medical plan listed in Section I of this Article and a dental plan listed in Section II 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 medical or dental plan not listed in Section I and Section II of this Article respectively.
3. The continuance of the medical and dental plan subsidy shall include coverage of any new dependent.

Section VI – Benefit Protection Plan

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

ARTICLE 7.2 RETIREMENT BENEFITS

A. Benefits

Effective July 1, 2009, through the beginning of the payperiod following the effective date of the ordinance implementing the Early Retirement Incentive Program, for employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement formula and subsidies of: (1) one-half the employee's retirement contribution rates, and (2) an additional two-percent (2%) of compensation earnable after the one-half subsidy, shall be continued during the term of this MOU. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective the beginning of the payperiod following the effective date of the ordinance implementing the Early Retirement Incentive Program through June 30, 2011, for employees hired prior to January 1, 1983, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective July 1, 2011 through June 30, 2026, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented. The employee contribution rate shall return to 6% in accordance with the Early Retirement Incentive Program agreement dated October 26, 2009.

B. Procedure for Benefits Modifications

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified member organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the City Employees' Retirement System. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the City Administrative Officer to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

If agreement is not reached between Management and the organizations representing a majority of the members in the City Employees' Retirement System

as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

ARTICLE 7.3 SICK LEAVE BENEFITS

Management's present practices with regard to allowances for sick leave will be continued during this term of the Memorandum of Understanding. Such practices of allowance for sick leave shall be in accordance with Sections 4.126, 4.126.1 and 4.128 of the Los Angeles Administrative Code.

ARTICLE 7.4 FAMILY ILLNESS

Management's present practice of allowances for leave for illness in the family will be continued during the term of this Memorandum of Understanding, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed six (6) days except as provided in Article 7.10. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the Los Angeles Administrative Code.

ARTICLE 7.5 BEREAVEMENT LEAVE

Management's present practice with regard to allowance for leave because of family member death will be continued during the term of the Memorandum of Understanding (except the definition of immediate family shall include grandparents, stepparent and stepchildren). Such practices of allowances for leave because of family-deaths shall be in accordance with Section 4.127.1 of the Los Angeles Administrative Code. Every employee shall furnish, if required by Management, a death certificate or other satisfactory proof of the death to justify the absence (e.g. obituary).

Airport Safety Officers assigned to Platoon Duty shall be entitled to two (2) consecutive twenty-four hour shifts leave of absence with full pay for such deaths. For purposes of this Article, the second twenty-four hour shift leave of absence day shall be taken on the employee's next regularly scheduled work day.

Notwithstanding Section 4.127.1 of the LAAC, 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. 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 with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this 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 member, or to any other person.

ARTICLE 7.6 VACATIONS

Management's present practices with regard to vacations will be continued during the term of this Memorandum of Understanding in accordance with Los Angeles Administrative Code Section 4.245.

In addition to the annual vacation benefits described in Los Angeles Code Section 4.245, each Airport Police Officer shall earn and accrue thirteen (13) additional paid vacation days per annum computed and accumulated at the additional rate of 8.66 hours (8 hours and 40 minutes) monthly which are provided as a replacement for holiday benefits that are being relinquished. This change in vacation/holiday benefits shall not apply to Airport Safety Officers. Each Airport Police Officer in this unit who has completed his/her first year of service, shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.244 – 4.256 of the LAAC:

AIRPORT POLICE OFFICER						
Years of Service Completed	Number of Vacation Days			Monthly Accrual Rate In Hours/Minutes		
	Per LAAC 4.245	Additional VC Hours In-Lieu of Holidays	Total	Per LAAC 4.245	Additional VC Hours In-Lieu of Holidays	Total
1	11	13	24	7.20	8.40	16.00
5	17	13	30	11.20	8.40	20.00
13	18	13	31	11.20	8.40	20.00
14	19	13	32	11.20	8.40	20.00
15	20	13	33	11.20	8.40	20.00
16	21	13	34	11.20	8.40	20.00
17	22	13	35	14.40	8.40	23.20
18	23	13	36	14.40	8.40	23.20
19	24	13	37	16.00	8.40	24.40
25	25	13	38	16.40	8.40	25.20

Each Airport Safety Officer in this unit who has completed his/her qualifying year, shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.244 - 4.246 of the LAAC:

AIRPORT SAFETY OFFICER		
Years of Service Completed	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19	24	16.00

ARTICLE 7.7 VACATION SCHEDULES

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

ARTICLE 7.8 ASSOCIATION DISABILITY, OPTICAL AND LIFE INSURANCE PROGRAMS

Each employee in the Unit who is a member of the Los Angeles City Employees' Retirement System (LACERS) will be enrolled in the Association Disability, Optical and Life Insurance Programs.

Management will forward twenty-nine dollars and fifty cents (\$29.50) biweekly to carriers designated by the Association for each employee in the Unit who is on active payroll status. Such amount shall be allocated for the Association Disability Program, Optical Program and Life Insurance Program (\$28.00) and administrative fees (\$1.50).

The Controller and Personnel Department will establish such controls over the disbursement of funds, as they deem necessary.

The Association agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 7.9 WORKERS COMPENSATION

Section I

Management agrees to continue Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that, effective the date of publication of the ordinance implementing this MOU, salary continuation payments during absences for temporary disability conditions shall be an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State Income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents.

Section II

Section I of this Article shall not apply to employees who are certified off duty for temporary total disability resulting from a "sudden severe traumatic injury".

"Sudden severe traumatic injury" means an on-duty injury received as the result of a sudden and unexpected physical trauma, which results in hospitalization or outpatient medical treatment. Examples of such an injury would include a gunshot wound, an injury from a blow or a fall (whether in training or in a non-training situation), an automobile accident, or an accident involving some other equipment failure.

Examples of injuries which would not meet this definition would include communicable illnesses (except illnesses which are contracted as the result of a sudden traumatic injury), job stress, or cumulative injuries such as loss of hearing due to repeated exposure to noise. The Airport Department shall certify a "sudden severe traumatic injury" to the Controller. Such employees so certified shall receive 90% of gross pay.

Section III

This Article shall not affect employees who are receiving Worker's Compensation pay in accordance with Section 4.104 of the Los Angeles Administrative Code on the date that this Article becomes operative.

ARTICLE 7.10 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

During the term of this MOU, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 7.4), upon the request of the employee, or designated by Management in accordance with applicable Federal and State law, notwithstanding any other provision of the MOU or the Los Angeles Administrative Code to the contrary.

An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after the completion of the previous 12-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 Section D.1 and D.7 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, step-, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee or a legal guardian. This term

does not 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 Unit who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 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, or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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

The time limitations described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

D. Conditions

1. **Pregnancy** – The start of a family leave for childbirth shall start at the beginning of the period of disability that a health care provider certifies is

necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

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

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act (CFRA), which shall be limited to four months (nine [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 Sections C.2 and D.7 of this Article.)

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

- e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
 - f. Any period of incapacity due to pregnancy or for prenatal care.
6. **Workers' Compensation/IOD** – An employee receiving Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
7. **Continuous/Intermittent Leave** – All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

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.

8. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12 month period, a new request must be submitted.
9. A personal leave beyond the four (4) month (nine [9] pay periods) of leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

10. Management has the right to request and verify the medical certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
11. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

1. Employee

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

2. Management

In response to 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 attention. Management shall also notify an employee 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% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.
- b) For the non-disability portion of childbirth leave (before delivery or after "bonding"), accrued vacation time off available at the start of the

leave shall be used prior to the use of time under (c), (d), (e), and (f) below.

- c) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e) Unpaid leave.
- f) 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.

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

- a) Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (b) below.
- b) Accrued vacation time available at the start of the leave shall be taken. Such time must be used prior to the use of time under (c), (d), (e), and (f) below.
- c) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d) Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- e) Unpaid leave.
- f) 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.

3. Personal Medical Leave

- a) Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in (c) below.
- b) Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in (c) below.
- c) Accrued vacation time.
- d) Unpaid leave.
- e) 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.

G. Sick Leave Rate of Pay During Family Leave

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

H. Monitoring

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

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

ARTICLE 7.11 TIME OFF TO DONATE BLOOD OR BONE MARROW

All members of the Unit may take time off with pay to donate blood or bone marrow in accordance with Section 4.118 of the Los Angeles Administrative Code. No overtime pay shall be allowed for off duty participation in blood and bone marrow drives.

ARTICLE 7.12 FUNERAL EXPENSES

Upon the effective date of this Memorandum of Understanding, the City shall expend a sum not to exceed \$15,000 for funeral expenses to the heirs of any member covered by this Memorandum of Understanding who dies while on active duty from injuries incurred while performing his or her job or who dies as a direct cause of such injuries. This amount includes the amount of \$5,000 already available for this purpose in accordance with California State Labor Code Section 4701.

ARTICLE 7.13 HOLIDAY PREMIUM PAY

A. Employees who work on the following holidays in the prescribed watches shall receive time-and-one-half premium pay in lieu of their regular salary:

New Year's Day (January 1 st)	-	All Watches
Easter Sunday	-	All Watches
Memorial Day (last Monday in May)	-	All Watches
Independence Day (July 4 th)	-	All Watches
Labor Day (first Monday in September)	-	All Watches
Thanksgiving Day (fourth Thursday in November)	-	All Watches
Christmas Eve (December 24 th)	-	PM Watch
Christmas Day (December 25 th)	-	All Watches
New Year's Eve (December 31 st)	-	PM Watch

For purposes of this Article, "PM Watch" is defined as any watch commencing on or after 1400 hours and ending on or before 0200 hours. A PM Watch shift on Christmas Eve is considered to be hours worked for December 24th only and does not qualify for holiday premium pay on Christmas Day. A PM Watch shift on New Year's Eve is considered to be hours worked for December 31st only and does not qualify for holiday premium pay on New Year's Day.

B. 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 five hours straight time. Employees working a 24-hour shift platoon duty assignment will receive a maximum of 12 hours straight time. For example, officers assigned to an 8-hour shift will receive premium pay of 4 hours; officers assigned to a 10-hour shift will receive premium pay of 5 hours; and officers assigned to a 24-hour platoon duty shift will receive premium pay of 12 hours. Premium pay shall not apply to overtime hours worked in excess of the normal tour of duty. Employees called out or scheduled to work on an overtime basis during a shift specified for premium compensation are entitled to premium compensation in addition to the overtime compensation.

Exceptions: For the Easter and Memorial Day holidays, the maximum number of hours which can be submitted for premium pay purposes is four hours regardless of the number of hours actually worked (the maximum number for 24-hour shift platoon duty assignments is 10 hours). Employees working a 24-hour shift platoon duty

assignment on Christmas Eve and/or New Year's Eve are not eligible for holiday premium pay.

- C. Notwithstanding the above paragraphs, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, Management is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the provisions of this Memorandum of Understanding 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 Management.

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

LOS ANGELES AIRPORT PEACE
OFFICERS ASSOCIATION
REPRESENTATIVES



Marshall McClain
President, LAAPOA



Adonis Cutchlow
Treasurer, LAAPOA



Michael Johnson
Director, LAAPOA

CITY OF LOS ANGELES
REPRESENTATIVES



Raymond P. Ciranna
Acting City Administrative Officer

Gina Marie Lindsey
Airport Department

As to form:



Eric P. Houston
City Attorney's Office

4-15-10
Date

**APPENDIX A-1
MOU 30 AIRPORT OFFICERS
REGULAR PAY
OPERATIVE - JULY 1, 2009**

			1	2	3	4	5	6
Airport Police Officer I Class Code 3225-1	Regular	HR	\$28.74	\$29.84	\$31.53	\$33.27	\$35.12	\$37.09
	Pay	BW	\$2,299.20	\$2,387.20	\$2,522.40	\$2,661.60	\$2,809.60	\$2,967.20
		MO	\$5,000.76	\$5,192.16	\$5,486.22	\$5,788.98	\$6,110.88	\$6,453.66
		YR	\$60,009.12	\$62,305.92	\$65,834.64	\$69,467.76	\$73,330.56	\$77,443.92
Airport Police Officer II Class Code 3225-2	Regular	HR		\$31.51	\$33.24	\$35.09	\$37.06	\$39.12
	Pay	BW		\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
		MO		\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
		YR		\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56
Airport Safety Officer Class Code 3202	Regular	BW		\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
	Pay	MO		\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
		YR		\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56

APPENDIX A-2
MOU 30 AIRPORT OFFICERS
REGULAR PAY AND BONUSES
OPERATIVE - JULY 1, 2009

		1	2	3	4	5	6
Airport Police Officer I							
Regular Pay	HR	\$28.74	\$29.84	\$31.53	\$33.27	\$35.12	\$37.09
	BW	\$2,299.20	\$2,387.20	\$2,522.40	\$2,661.60	\$2,809.60	\$2,967.20
	MO	\$5,000.76	\$5,192.16	\$5,486.22	\$5,788.98	\$6,110.88	\$6,453.66
	YR	\$60,009.12	\$62,305.92	\$65,834.64	\$69,467.76	\$73,330.56	\$77,443.92
Basic POST 3% of Regular Pay	HR	\$0.86	\$0.90	\$0.95	\$1.00	\$1.05	\$1.11
	BW	\$68.80	\$72.00	\$76.00	\$80.00	\$84.00	\$88.80
	MO	\$149.64	\$156.60	\$165.30	\$174.00	\$182.70	\$193.14
	YR	\$1,795.68	\$1,879.20	\$1,983.60	\$2,088.00	\$2,192.40	\$2,317.68
Intermediate POST 1% of Regular Pay	HR	\$0.29	\$0.30	\$0.32	\$0.33	\$0.35	\$0.37
	BW	\$23.20	\$24.00	\$25.60	\$26.40	\$28.00	\$29.60
	MO	\$50.46	\$52.20	\$55.68	\$57.42	\$60.90	\$64.38
	YR	\$605.52	\$626.40	\$668.16	\$689.04	\$730.80	\$772.56
Advanced POST 2% of Regular Pay	HR	\$0.57	\$0.60	\$0.63	\$0.67	\$0.70	\$0.74
	BW	\$45.60	\$48.00	\$50.40	\$53.60	\$56.00	\$59.20
	MO	\$99.18	\$104.40	\$109.62	\$116.58	\$121.80	\$128.76
	YR	\$1,190.16	\$1,252.80	\$1,315.44	\$1,398.96	\$1,461.60	\$1,545.12
Regular Pay plus ALL bonuses	HR	\$30.46	\$31.64	\$33.43	\$35.27	\$37.22	\$39.31
	BW	\$2,436.80	\$2,531.20	\$2,674.40	\$2,821.60	\$2,977.60	\$3,144.80
	MO	\$5,300.04	\$5,505.36	\$5,816.82	\$6,136.98	\$6,476.28	\$6,839.94
	YR	\$63,600.48	\$66,064.32	\$69,801.84	\$73,643.76	\$77,715.36	\$82,079.28

Airport Police Officer II

Regular Pay	HR	\$31.51	\$33.24	\$35.09	\$37.06	\$39.12
	BW	\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
	MO	\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
	YR	\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56
Basic POST 3% of Regular Pay	HR	\$0.95	\$1.00	\$1.05	\$1.11	\$1.17
	BW	\$76.00	\$80.00	\$84.00	\$88.80	\$93.60
	MO	\$165.30	\$174.00	\$182.70	\$193.14	\$203.58
	YR	\$1,983.60	\$2,088.00	\$2,192.40	\$2,317.68	\$2,442.96
Intermediate POST 1% of Regular Pay	HR	\$0.32	\$0.33	\$0.35	\$0.37	\$0.39
	BW	\$25.60	\$26.40	\$28.00	\$29.60	\$31.20
	MO	\$55.68	\$57.42	\$60.90	\$64.38	\$67.86
	YR	\$668.16	\$689.04	\$730.80	\$772.56	\$814.32
Advanced POST 2% of Regular Pay	HR	\$0.63	\$0.66	\$0.70	\$0.74	\$0.78
	BW	\$50.40	\$52.80	\$56.00	\$59.20	\$62.40
	MO	\$109.62	\$114.84	\$121.80	\$128.76	\$135.72
	YR	\$1,315.44	\$1,378.08	\$1,461.60	\$1,545.12	\$1,628.64
Regular Pay plus ALL bonuses	HR	\$33.41	\$35.23	\$37.19	\$39.28	\$41.46
	BW	\$2,672.80	\$2,818.40	\$2,975.20	\$3,142.40	\$3,316.80
	MO	\$5,813.34	\$6,130.02	\$6,471.06	\$6,834.72	\$7,214.04
	YR	\$69,760.08	\$73,560.24	\$77,652.72	\$82,016.64	\$86,568.48

**APPENDIX A-2
MOU 30 AIRPORT OFFICERS
REGULAR PAY AND BONUSES
OPERATIVE - JULY 1, 2009**

		1	2	3	4	5	6
Airport Safety Officer							
Regular	BW		\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
Pay	MO		\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
	YR		\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56
Basic POST	BW		\$76.00	\$80.00	\$84.00	\$88.80	\$93.60
3% of Regular Pay	MO		\$165.30	\$174.00	\$182.70	\$193.14	\$203.58
	YR		\$1,983.60	\$2,088.00	\$2,192.40	\$2,317.68	\$2,442.96
Intermediate POST or FF I	BW		\$25.60	\$26.40	\$28.00	\$29.60	\$31.20
1% of Regular Pay	MO		\$55.68	\$57.42	\$60.90	\$64.38	\$67.86
	YR		\$668.16	\$689.04	\$730.80	\$772.56	\$814.32
Advanced POST or FF II	BW		\$50.40	\$52.80	\$56.00	\$59.20	\$62.40
2% of Regular Pay	MO		\$109.62	\$114.84	\$121.80	\$128.76	\$135.72
	YR		\$1,315.44	\$1,378.08	\$1,461.60	\$1,545.12	\$1,628.64
Regular Pay	BW		\$2,672.80	\$2,818.40	\$2,975.20	\$3,142.40	\$3,316.80
plus ALL bonuses	MO		\$5,813.34	\$6,130.02	\$6,471.06	\$6,834.72	\$7,214.04
	YR		\$69,760.08	\$73,560.24	\$77,652.72	\$82,016.64	\$86,568.48

Note: The annual salary for Airport Safety Officers (Platoon Duty) is based on a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods a year.

**APPENDIX A-3
MOU 30 AIRPORT OFFICERS
BIWEEKLY/MONTHLY LONGEVITY PAY
OPERATIVE - JULY 1, 2009**

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Monthly</u>
10 years and less than 15 years	\$ 81.60	\$ 177.48
15 years or more	\$ 163.20	\$ 354.96
20 years or more	\$ 244.80	\$ 532.44

**APPENDIX B-1
MOU 30 AIRPORT OFFICERS
REGULAR PAY
OPERATIVE - PAYROLL PERIOD AFTER COUNCIL ADOPTION**

			1	2	3	4	5	6
Airport Police Officer I Class Code 3225-1	Regular Pay	HR	\$22.99	\$23.87	\$25.22	\$26.62	\$28.74	\$29.84
		BW	\$1,839.20	\$1,909.60	\$2,017.60	\$2,129.60	\$2,299.20	\$2,387.20
		MO	\$4,000.26	\$4,153.38	\$4,388.28	\$4,631.88	\$5,000.76	\$5,192.16
		YR	\$48,003.12	\$49,840.56	\$52,659.36	\$55,582.56	\$60,009.12	\$62,305.92
Airport Police Officer II Class Code 3225-2	Regular Pay	HR	\$28.74	\$29.84	\$31.53	\$33.27	\$35.12	\$37.09
		BW	\$2,299.20	\$2,387.20	\$2,522.40	\$2,661.60	\$2,809.60	\$2,967.20
		MO	\$5,000.76	\$5,192.16	\$5,486.22	\$5,788.98	\$6,110.88	\$6,453.66
		YR	\$60,009.12	\$62,305.92	\$65,834.64	\$69,467.76	\$73,330.56	\$77,443.92
Airport Police Officer III Class Code 3225-3	Regular Pay	HR		\$31.51	\$33.24	\$35.09	\$37.06	\$39.12
		BW		\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
		MO		\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
		YR		\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56
Airport Safety Officer I Class Code 3202-1	Regular Pay	BW		\$2,016.80	\$2,127.20	\$2,245.60	\$2,372.00	\$2,504.00
		MO		\$4,386.54	\$4,626.66	\$4,884.18	\$5,159.10	\$5,446.20
		YR		\$52,638.48	\$55,519.92	\$58,610.16	\$61,909.20	\$65,354.40
Airport Safety Officer II Class Code 3202-2	Regular Pay	BW		\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
		MO		\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
		YR		\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56

APPENDIX B-2
MOU 30 AIRPORT OFFICERS
REGULAR PAY AND BONUSES
OPERATIVE - PAYROLL PERIOD AFTER COUNCIL ADOPTION

		1	2	3	4	5	6
Airport Police Officer I							
Regular Pay	HR	\$22.99	\$23.87	\$25.22	\$26.62	\$28.74	\$29.84
	BW	\$1,839.20	\$1,909.60	\$2,017.60	\$2,129.60	\$2,299.20	\$2,387.20
	MO	\$4,000.26	\$4,153.38	\$4,388.28	\$4,631.88	\$5,000.76	\$5,192.16
	YR	\$48,003.12	\$49,840.56	\$52,659.36	\$55,582.56	\$60,009.12	\$62,305.92
Basic POST 3% of Regular Pay	HR	\$0.69	\$0.72	\$0.76	\$0.80	\$0.86	\$0.90
	BW	\$55.20	\$57.60	\$60.80	\$64.00	\$68.80	\$72.00
	MO	\$120.06	\$125.28	\$132.24	\$139.20	\$149.64	\$156.60
	YR	\$1,440.72	\$1,503.36	\$1,586.88	\$1,670.40	\$1,795.68	\$1,879.20
Intermediate POST 1% of Regular Pay	HR	\$0.23	\$0.24	\$0.25	\$0.27	\$0.29	\$0.30
	BW	\$18.40	\$19.20	\$20.00	\$21.60	\$23.20	\$24.00
	MO	\$40.02	\$41.76	\$43.50	\$46.98	\$50.46	\$52.20
	YR	\$480.24	\$501.12	\$522.00	\$563.76	\$605.52	\$626.40
Advanced POST 2% of Regular Pay	HR	\$0.46	\$0.48	\$0.50	\$0.53	\$0.57	\$0.60
	BW	\$36.80	\$38.40	\$40.00	\$42.40	\$45.60	\$48.00
	MO	\$80.04	\$83.52	\$87.00	\$92.22	\$99.18	\$104.40
	YR	\$960.48	\$1,002.24	\$1,044.00	\$1,106.64	\$1,190.16	\$1,252.80
Regular Pay plus ALL bonuses	HR	\$24.37	\$25.31	\$26.73	\$28.22	\$30.46	\$31.64
	BW	\$1,949.60	\$2,024.80	\$2,138.40	\$2,257.60	\$2,436.80	\$2,531.20
	MO	\$4,240.38	\$4,403.94	\$4,651.02	\$4,910.28	\$5,300.04	\$5,505.36
	YR	\$50,884.56	\$52,847.28	\$55,812.24	\$58,923.36	\$63,600.48	\$66,064.32

Airport Police Officer II

Regular Pay	HR	\$28.74	\$29.84	\$31.53	\$33.27	\$35.12	\$37.09
	BW	\$2,299.20	\$2,387.20	\$2,522.40	\$2,661.60	\$2,809.60	\$2,967.20
	MO	\$5,000.76	\$5,192.16	\$5,486.22	\$5,788.98	\$6,110.88	\$6,453.66
	YR	\$60,009.12	\$62,305.92	\$65,834.64	\$69,467.76	\$73,330.56	\$77,443.92
Basic POST 3% of Regular Pay	HR	\$0.86	\$0.90	\$0.95	\$1.00	\$1.05	\$1.11
	BW	\$68.80	\$72.00	\$76.00	\$80.00	\$84.00	\$88.80
	MO	\$149.64	\$156.60	\$165.30	\$174.00	\$182.70	\$193.14
	YR	\$1,795.68	\$1,879.20	\$1,983.60	\$2,088.00	\$2,192.40	\$2,317.68
Intermediate POST 1% of Regular Pay	HR	\$0.29	\$0.30	\$0.32	\$0.33	\$0.35	\$0.37
	BW	\$23.20	\$24.00	\$25.60	\$26.40	\$28.00	\$29.60
	MO	\$50.46	\$52.20	\$55.68	\$57.42	\$60.90	\$64.38
	YR	\$605.52	\$626.40	\$668.16	\$689.04	\$730.80	\$772.56
Advanced POST 2% of Regular Pay	HR	\$0.57	\$0.60	\$0.63	\$0.67	\$0.70	\$0.74
	BW	\$45.60	\$48.00	\$50.40	\$53.60	\$56.00	\$59.20
	MO	\$99.18	\$104.40	\$109.62	\$116.58	\$121.80	\$128.76
	YR	\$1,190.16	\$1,252.80	\$1,315.44	\$1,398.96	\$1,461.60	\$1,545.12
Regular Pay plus ALL bonuses	HR	\$30.46	\$31.64	\$33.43	\$35.27	\$37.22	\$39.31
	BW	\$2,436.80	\$2,531.20	\$2,674.40	\$2,821.60	\$2,977.60	\$3,144.80
	MO	\$5,300.04	\$5,505.36	\$5,816.82	\$6,136.98	\$6,476.28	\$6,839.94
	YR	\$63,600.48	\$66,064.32	\$69,801.84	\$73,643.76	\$77,715.36	\$82,079.28

APPENDIX B-2
MOU 30 AIRPORT OFFICERS
REGULAR PAY AND BONUSES
OPERATIVE - PAYROLL PERIOD AFTER COUNCIL ADOPTION

		1	2	3	4	5	6
Airport Police Officer III							
Regular Pay	HR		\$31.51	\$33.24	\$35.09	\$37.06	\$39.12
	BW		\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
	MO		\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
	YR		\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56
Basic POST	HR		\$0.95	\$1.00	\$1.05	\$1.11	\$1.17
3% of Regular Pay	BW		\$76.00	\$80.00	\$84.00	\$88.80	\$93.60
	MO		\$165.30	\$174.00	\$182.70	\$193.14	\$203.58
	YR		\$1,983.60	\$2,088.00	\$2,192.40	\$2,317.68	\$2,442.96
Intermediate POST	HR		\$0.32	\$0.33	\$0.35	\$0.37	\$0.39
1% of Regular Pay	BW		\$25.60	\$26.40	\$28.00	\$29.60	\$31.20
	MO		\$55.68	\$57.42	\$60.90	\$64.38	\$67.86
	YR		\$668.16	\$689.04	\$730.80	\$772.56	\$814.32
Advanced POST	HR		\$0.63	\$0.66	\$0.70	\$0.74	\$0.78
2% of Regular Pay	BW		\$50.40	\$52.80	\$56.00	\$59.20	\$62.40
	MO		\$109.62	\$114.84	\$121.80	\$128.76	\$135.72
	YR		\$1,315.44	\$1,378.08	\$1,461.60	\$1,545.12	\$1,628.64
Regular Pay plus ALL bonuses	HR		\$33.41	\$35.23	\$37.19	\$39.28	\$41.46
	BW		\$2,672.80	\$2,818.40	\$2,975.20	\$3,142.40	\$3,316.80
	MO		\$5,813.34	\$6,130.02	\$6,471.06	\$6,834.72	\$7,214.04
	YR		\$69,760.08	\$73,560.24	\$77,652.72	\$82,016.64	\$86,568.48

APPENDIX B-2
MOU 30 AIRPORT OFFICERS
REGULAR PAY AND BONUSES
OPERATIVE - PAYROLL PERIOD AFTER COUNCIL ADOPTION

		1	2	3	4	5	6
Airport Safety Officer I							
Regular Pay	BW		\$2,016.80	\$2,127.20	\$2,245.60	\$2,372.00	\$2,504.00
	MO		\$4,386.54	\$4,626.66	\$4,884.18	\$5,159.10	\$5,446.20
	YR		\$52,638.48	\$55,519.92	\$58,610.16	\$61,909.20	\$65,354.40
Basic POST	BW		\$60.80	\$64.00	\$67.20	\$71.20	\$75.20
3% of Regular Pay	MO		\$132.24	\$139.20	\$146.16	\$154.86	\$163.56
	YR		\$1,586.88	\$1,670.40	\$1,753.92	\$1,858.32	\$1,962.72
Intermediate POST or FF I	BW		\$20.00	\$21.60	\$22.40	\$24.00	\$24.80
1% of Regular Pay	MO		\$43.50	\$46.98	\$48.72	\$52.20	\$53.94
	YR		\$522.00	\$563.76	\$584.64	\$626.40	\$647.28
Advanced POST or FF II	BW		\$40.00	\$42.40	\$44.80	\$47.20	\$50.40
2% of Regular Pay	MO		\$87.00	\$92.22	\$97.44	\$102.66	\$109.62
	YR		\$1,044.00	\$1,106.64	\$1,169.28	\$1,231.92	\$1,315.44
Regular Pay plus ALL bonuses	BW		\$2,137.60	\$2,255.20	\$2,380.00	\$2,514.40	\$2,654.40
	MO		\$4,649.28	\$4,905.06	\$5,176.50	\$5,468.82	\$5,773.32
	YR		\$55,791.36	\$58,860.72	\$62,118.00	\$65,625.84	\$69,279.84

Note: The annual salary for Airport Safety Officers (Platoon Duty) is based on a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods a year.

Airport Safety Officer II

Regular Pay	BW		\$2,520.80	\$2,659.20	\$2,807.20	\$2,964.80	\$3,129.60
	MO		\$5,482.74	\$5,783.76	\$6,105.66	\$6,448.44	\$6,806.88
	YR		\$65,792.88	\$69,405.12	\$73,267.92	\$77,381.28	\$81,682.56
Basic POST	BW		\$76.00	\$80.00	\$84.00	\$88.80	\$93.60
3% of Regular Pay	MO		\$165.30	\$174.00	\$182.70	\$193.14	\$203.58
	YR		\$1,983.60	\$2,088.00	\$2,192.40	\$2,317.68	\$2,442.96
Intermediate POST or FF I	BW		\$25.60	\$26.40	\$28.00	\$29.60	\$31.20
1% of Regular Pay	MO		\$55.68	\$57.42	\$60.90	\$64.38	\$67.86
	YR		\$668.16	\$689.04	\$730.80	\$772.56	\$814.32
Advanced POST or FF II	BW		\$50.40	\$52.80	\$56.00	\$59.20	\$62.40
2% of Regular Pay	MO		\$109.62	\$114.84	\$121.80	\$128.76	\$135.72
	YR		\$1,315.44	\$1,378.08	\$1,461.60	\$1,545.12	\$1,628.64
Regular Pay plus ALL bonuses	BW		\$2,672.80	\$2,818.40	\$2,975.20	\$3,142.40	\$3,316.80
	MO		\$5,813.34	\$6,130.02	\$6,471.06	\$6,834.72	\$7,214.04
	YR		\$69,760.08	\$73,560.24	\$77,652.72	\$82,016.64	\$86,568.48

Note: The annual salary for Airport Safety Officers (Platoon Duty) is based on a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods a year.

**APPENDIX B-3
MOU 30 AIRPORT OFFICERS
BIWEEKLY/MONTHLY LONGEVITY PAY
OPERATIVE - PAYROLL PERIOD AFTER COUNCIL ADOPTION**

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Monthly</u>
10 years and less than 15 years	\$ 81.60	\$ 177.48
15 years or more	\$ 163.20	\$ 354.96
20 years or more	\$ 244.80	\$ 532.44

**LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 30
PEACE OFFICERS REPRESENTATION UNIT – 2009-2010**

Administrative Appeal Procedure

As part of the 2009-10 MOU, the undersigned parties agree to reopen negotiations regarding the creation and establishment of an administrative appeal procedure.

Peace Officers are entitled to an administrative hearing pursuant to the provisions of the California Public Safety Officers Procedural Bill of Rights Act. The parties acknowledge that it is a mutual goal to create an administrative appeals procedure that is distinct from the grievance process (Article 3.1) and in accordance with the California Public Safety Officers Procedural Bill of Rights Act. The parties further acknowledge that the administrative appeal procedure will only be applicable to the following circumstances:

- Any action by the Department of Airports 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)
- Department-initiated transfers
- Discipline of five days or less involving non-probationary employees
- Termination of entry-level probationary employees for misconduct involving a liberty interest
- Reassignment from advanced paygrade positions
- Deselection from bonus positions

FOR THE ASSOCIATION:

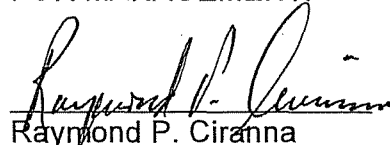


Marshall E. McClain
President, LAAPOA

4/8/10

Date

FOR MANAGEMENT:



Raymond P. Ciranna
Acting City Administrative Officer

4/14/10
Date

**LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 30
PEACE OFFICERS REPRESENTATION UNIT – 2009-2010**

Miscellaneous Agreements

The parties agree to the following in conjunction with the 2009-10 MOU:

- The Los Angeles Airport Peace Officers' Association (LAAPOA) agrees to consider supporting the implementation of measures to sustain the viability of the Los Angeles City Employee's Retirement (LACERS) system. This may include exploring the option for a public safety tier.
- The LAAPOA agrees to withdraw any pending grievances and arbitrations regarding assignments to lower level pay grades.
- The City agrees to adjust the Airport Police Officer I (Code 3225-1) and Airport Safety Officer I (Code 3202-1) salaries in the event that the Police Officer I (Code 2214-A) salaries are modified in MOU 24.
- The City agrees to withdraw any outstanding balances for reimbursement to the Airport Department under MOU Article 1.11 during the term of this MOU.
- The City agrees to discuss overtime assignments on LAWA property, including film crew assignments.
- The City agrees that LAAPOA unit members will not be furloughed during the term of this MOU.

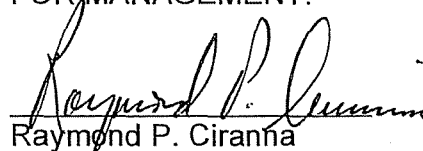
FOR THE ASSOCIATION:



Marshall E. McClain
President, LAAPOA

4/18/10
Date

FOR MANAGEMENT:



Raymond P. Cirania
Acting City Administrative Officer

4/14/10
Date