

ORDINANCE NO. 182685

An ordinance implementing the terms and conditions of employment as contained in the City's Last, Best and Final Offer and continuing the other economic and non-economic terms and conditions of employment contained in the 2009-10 Memorandum of Understanding (MOU) for employees in the Airport Peace Officers Representation Unit and also establishing salaries for all employees in certain designated classes of positions.

WHEREAS, the City of Los Angeles (City) has been negotiating with the Los Angeles Airport Peace Officers Association (LAAPOA) for a successor MOU to the MOU which expired June 30, 2010, covering the Airport Peace Officers Representation Unit; and

WHEREAS, after meeting and conferring in good faith, the negotiations between the City and the LAAPOA reached impasse, and thereafter the impasse was submitted to fact finding as provided for in the City's Employee Relations Ordinance, and

WHEREAS, following issuance of the fact finder's report, the City submitted its Last, Best and Final Offer to LAAPOA for a ratification vote by LAAPOA's members, and

WHEREAS, LAAPOA subsequently announced in email correspondence to the City that the Last, Best and Final Offer had been rejected, and

WHEREAS, the City now wishes to implement the terms and conditions of its Last, Best and Final Offer and continue the other economic and non-economic terms and conditions of employment contained in the 2009-10 Memorandum of Understanding in accordance with the provisions of the City's Employee Relations Ordinance and the applicable provisions of the Meyers-Milias-Brown Act.

NOW THEREFORE,

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. The following employment benefits are provided for employees within the Airport Peace Officers Representation Unit, represented by the Los Angeles Airport Peace Officers Association (Association), and also salaries established for all employees in certain designated classes of positions.

Sec. 2. Release Time

Unit employees shall be eligible to take time off for employee organization representation activities in accordance with the provisions of Section 3 of Exhibit 1 attached to this ordinance, Terms and Conditions of Employment for members of the Airport Peace Officers Representation Unit.

Sec. 3. Agency Shop Fees

Unit employees who are members of the Association shall pay agency shop fees in accordance with the provisions of Section 11 of Exhibit 1.

Sec. 4. Grievance Procedures

Unit employees who are members of the Association shall be entitled to grievance procedures in accordance with the provisions of Section 13 of Exhibit 1.

Sec. 5. Grievance Representation

Unit employees who are members of the Association shall be entitled to representation in grievance procedures in accordance with the provisions of Section 14 of Exhibit 1.

Sec. 6. Rain Gear

Unit employees shall be entitled to rain gear in accordance with the provisions of Section 15 of Exhibit 1.

Sec. 7. Uniforms

Unit employees shall be entitled to a uniform allowance in accordance with the provisions of Section 16 of Exhibit 1.

Sec. 8. Rest Periods

Unit employees shall be entitled to rest periods in accordance with the provisions of Section 17 of Exhibit 1.

Sec. 9. Overtime

Unit employees shall receive overtime benefits in accordance with the provisions of Sections 19 and 20 of Exhibit 1.

Sec. 10. Call Back Pay

Unit employees shall be eligible for call back pay in accordance with the provisions of Section 22 of Exhibit 1.

Sec. 11. Jury Service

Unit employees shall receive payment for jury service in accordance with the provisions of Section 23 of Exhibit 1.

Sec. 12. Civic Duty

Unit employees who are subpoenaed to appear as a witness by a court of competent jurisdiction shall receive benefits in accordance with the provisions of Section 24 of Exhibit 1.

Sec. 13. Meal Periods

Unit employees shall be entitled to meal periods in accordance with the provisions of Section 25 of Exhibit 1.

Sec. 14. Mileage Reimbursement

Unit employees who are required to use their own vehicles for City business shall receive mileage reimbursement in accordance with the provisions of Section 26 of Exhibit 1.

Sec. 15. Acting Pay Assignments

Unit employees shall be eligible to receive acting pay in accordance with Section 27 of Exhibit 1.

Sec. 16. Compensation for Court Appearances

Unit employees shall be eligible to receive pay for court appearances in accordance with Section 28 of Exhibit 1.

Sec. 17. Bilingual Differential

Unit employees who are required to use a second language in the performance of their duties shall receive bilingual pay in accordance with the provisions of Section 29 of Exhibit 1.

Sec. 18. Sign Language Premium

Unit employees who are requested to utilize sign language shall receive premium pay in accordance with the provisions of Section 30 of Exhibit 1.

Sec. 19. Travel Allowance

Unit employees who are required to travel in the course of City business shall be eligible for a travel allowance in accordance with the provisions of Section 31 of Exhibit 1.

Sec. 20. Education and Training Incentive

Unit employees who achieve educational and training goals as set forth in Section 32 in Exhibit 1 shall be eligible for additional compensation in accordance with the provisions of Section 32 of Exhibit 1.

Sec. 21. Special and Hazard Pay

Unit employees who are assigned to various special or hazardous assignments shall be eligible to receive premium pay in accordance with the provisions of Section 34 of Exhibit 1.

Sec. 22. Length of Service Pay

Unit employees who achieve various years of service shall be eligible to receive premium pay in accordance with the provisions of Section 35 of Exhibit 1.

Sec. 23. Off-Duty Standby Compensation

Unit employees shall be eligible for off-duty standby compensation in accordance with the provisions of Section 36 of Exhibit 1.

Sec. 24. Marksmanship Bonus

Unit employees shall be eligible to qualify for a marksmanship bonus in accordance with the provisions of Section 38 of Exhibit 1.

Sec. 25. Health and Dental Plans

Unit employees shall receive health and dental benefits in accordance with the provisions of Section 39 of Exhibit 1.

Sec. 26. Retirement Benefits

Unit employees shall receive retirement benefits in accordance with the provisions of Section 40 of Exhibit 1.

Sec. 27. Sick Leave

Unit employees shall be entitled to sick leave benefits in accordance with the provisions of Section 41 of Exhibit 1.

Sec. 28. Family Illness

Unit employees shall receive family illness benefits in accordance with the provisions of Section 42 of Exhibit 1.

Sec. 29. Bereavement Leave

Unit employees shall receive bereavement leave benefits in accordance with the provisions of Section 43 of Exhibit 1.

Sec. 30. Vacation

Unit employees shall receive vacation benefits in accordance with the provisions of Section 44 of Exhibit 1.

Sec. 31. Association Disability, Optical and Life Insurance Programs

Unit employees shall be eligible to receive additional disability, optical, and life insurance benefits over those provided for through the City's Flex civilian benefits program in accordance with the provisions of Section 46 of Exhibit 1.

Sec. 32. Workers' Compensation Benefits

Unit employees shall receive temporary disability benefits for injuries or illnesses covered under workers' compensation provisions in accordance with the provisions of Section 47 of Exhibit 1.

Sec. 33. Family and Medical Leave

Unit employees shall be entitled to family and medical leave in accordance with the provisions of Section 48 of Exhibit 1.

Sec. 34. Blood and Bone Marrow Donation

Unit employees shall be entitled to time off to donate blood or bone marrow in accordance with the provisions of Section 49 of Exhibit 1.

Sec. 35. Funeral Expenses

Unit employees shall be to funeral expenses in accordance with the provisions of Section 50 of Exhibit 1.

Sec. 36. Holidays and Holiday Pay

Unit employees shall receive holiday benefits in accordance with the provisions of Section 51 of Exhibit 1.

Sec. 37. Salaries

Unit employees shall be compensated in accordance with the salaries listed in Appendices A through F of Exhibit 1:

- a. The salaries listed in Appendix A shall be operative July 1, 2010.
- b. The salaries listed in Appendix B shall be operative July 1, 2012.
- c. The salaries listed in Appendix C shall be operative January 1, 2013.
- d. The salaries listed in Appendix D shall be operative July 1, 2013.
- e. The salaries listed in Appendix E shall be operative November 1, 2013.
- f. The salaries listed in Appendix F shall be operative March 1, 2014.

Sec. 38. Except as otherwise provided in Exhibit 1, or in other sections of this ordinance, the provisions of this ordinance shall be operative on the effective date of the ordinance.

Sec. 39. The City Controller and the City Administrative Officer are authorized to correct any clerical errors, or if approved by the City Attorney, any technical errors in this ordinance.

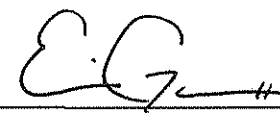
Sec. 40. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of AUG 14 2013.

HOLLY L. WOLCOTT, Interim City Clerk

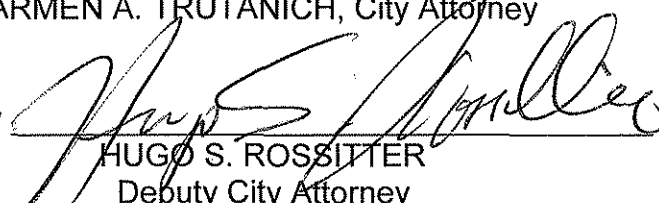
By 
Deputy

Approved ✓ AUG 23 2013


Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By 
HUGO S. ROSSITTER
Deputy City Attorney

Date 6-19-2013

File No. 13-0790