

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE MANAGEMENT PEACE OFFICERS UNIT (MOU NO. 40)**

THIS MEMORANDUM OF UNDERSTANDING

made and entered this 6th day of January 2014.

BY AND BETWEEN

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS (hereinafter referred to
as "Management")**

AND THE

**AIRPORT POLICE COMMAND OFFICERS ASSOCIATION OF LOS ANGELES
(hereinafter referred to as "Association")**

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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, the Airport Police Command Officers Association of Los Angeles was certified July 9, 1997, by the Employee Relations Board as the certified representative of City employees in the Management Peace Officers' Unit (hereinafter referred to as "Association") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes the Airport Police Command Officers Association of Los Angeles as the exclusive representative of the employees in said Unit, in accordance with the provisions of Section 4.822 of the Los Angeles Administrative Code. The term "employee" as used herein, shall refer only to employees employed by the Department of Airports in the classifications listed in the salary appendices, as well as classes as may be added hereafter by the Employee Relations Board.

ARTICLE 1.2 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

- A. 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:
 - 1. The Association has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety; and,
 - 2. The head of the Department of Airports has approved this Memorandum of Understanding in its entirety in the manner required by law; and,
 - 3. The City Council has approved this Memorandum of Understanding in its entirety.
- B. 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 1.3 PARTIES TO MEMORANDUM OF UNDERSTANDING

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

ARTICLE 1.4 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

Prior to the expiration of this Memorandum Of Understanding specified in Article 1.8, the Association and Management shall schedule a meeting to meet and confer on a successor MOU. The meeting shall be scheduled to occur no later than 120 calendar days prior to the expiration of this MOU.

ARTICLE 1.5 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 the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committee or said department head individually to advocate any additions or deletions to the terms and conditions of said Memorandum of Understanding. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or the 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 1.6 FULL UNDERSTANDING

- A. Management and Association acknowledge that during the meet and confer process, each has 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.
- B. 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 1.2(c).
- 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 or provisions.

ARTICLE 1.7 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 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 City Charter, local laws, ordinances or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 1.8 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 1.2 (Implementation of Memorandum of Understanding) are fully met, but in no event shall the provisions of this 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 11:59 p.m. on June 30, 2014.

ARTICLE 1.9 NOTICE OF CHANGES IN WORK RULES

- A. 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.
- B. Nothing contained in this Article shall be construed as a limitation on the right of Management to implement new written departmental working rules or make changes in such existing rules in cases of an emergency. Provided, however, when such new work rules or changes to 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 1.10 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 orientation, creed, ancestry, medical condition, Acquired Immune Deficiency Syndrome (AIDS) - acquired or perceived, political beliefs or retaliation for having filed a discrimination complaint.

SECTION 2.0 ASSOCIATION/EMPLOYEE RELATIONS

ARTICLE 2.1 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 issues.

ARTICLE 2.2 BULLETIN BOARDS

- A. 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:
 - 1. Notice of Association meetings.
 - 2. Notice of Association elections and their results.
 - 3. Notice of Association recreational and social events.
 - 4. Notice of official Association business.
 - 5. Any other written material which has received the prior approval of the Departmental Management not listed above.
- B. 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.

ARTICLE 2.3 PAYROLL DEDUCTION AND DUES

During the term of this MOU, and upon compliance with the requirements of the Los Angeles Administrative Code and the rules and regulations of the Controller pertaining thereto, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly in twenty-four (24) increments annually from the salary of each employee in this Unit who files with the Controller a written authorization that such deductions be made. A nine cent (\$.09) fee will be assessed by the Controller for the processing of each deduction taken, and will be deducted biweekly. Dues are in a fixed amount and may be changed by the Association up to two times per calendar year. Remittance of the aggregate amount of said dues will be made to the Association by the Controller within thirty (30) working days after said dues and/or deductions were deducted.

ARTICLE 2.4 EMPLOYMENT OPPORTUNITIES

The Personnel Department will mail to the 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 2.5 USE OF CITY FACILITIES

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

ARTICLE 2.6 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 representation 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 2.7 CITY-ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

- 1. Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of their public service obligation.
- 2. It is the purpose of this Memorandum to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the Association and to establish and maintain proper standards of wages, hours and other terms or conditions of employment.

C. No Strike-No Lockout

1. In consideration of the mutual desire of Management and the Association to promote and ensure harmonious relations and in consideration of the above Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike resulting in the withholding of service by the members during the term of this Memorandum of Understanding as set forth in Article 1.8. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report immediately upon instructions of the Association, they shall be deemed to have forfeited their rights under this Memorandum. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.
2. The provisions of Paragraph C shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

ARTICLE 2.8 WORK ACCESS

- A. 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 management representative for the work site. In the event immediate access cannot be authorized, the management representative shall inform the Association as to the earliest time when access can be granted.
- B. Association shall give to the Department of Airports and City Administrative Officer a written list of its authorized Association Representatives which list shall be kept current by the Association.
- C. This Article shall not be construed as a limitation on the powers of the General Manager or designee to restrict access to areas designated as security or confidential.

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 MATTERS NOT GRIEVABLE OR ARBITRABLE

A. Matters that are not subject to this grievance procedure, or to arbitration, include the following:

1. An impasse in meeting and conferring.
2. Transfers, assignments, promotions, promotional examinations, probationary employee terminations, and Employee Comment Sheets (comment cards). These matters are not grievable or arbitrable whether or not said matters involve discipline.
3. Any other matter involving discipline.
4. A determination of the fitness of an employee to carry a concealable firearm on or off duty.
5. Failure to pass probation.
6. Denial of a Permit for Outside Employment.
7. Denial of a request for Long-Term Career/Retention Leave.

B. These matters are to be dealt with solely by the following procedures:

1. Discipline for permanent employees who have successfully completed their probationary period shall be through Charter Section 1016 or by the Administrative Appeal Procedure, depending on the penalty assessed.
2. Probationary employee terminations involving a liberty interest shall be through the Administrative Appeal Procedure.
3. Transfer, assignment and promotion appeals shall be through the Administrative Appeal Procedure.
4. Promotional examinations by appeal to the Civil Service Commission.
5. The fitness of an employee to carry a firearm may be appealed to the Airport Police Chief. If not satisfied at the Airport Police Chief level, an appeal may be made to the Deputy Executive Director of Law Enforcement and Protection Services, which is the final level of administrative appeal.
6. The denial of a Permit for Outside Employment may be appealed in accordance with the outside employment appeal procedure described in the LAWA Administrative Manual Section 5.040.
7. Employee Comment Sheets (comment cards) may be responded to on an Employee's Report within 30 days of the initial review. Any employee response shall be attached to the Employee Comment Sheet.

Note: This does not waive the employee's right to contest, via the grievance procedure, the content of a comment card later used in the employee's Performance Evaluation Report.

8. The denial of Merit Pay shall be addressed through the procedure in Appendix D.

9. All appeals shall be in writing and submitted to the Airport Police Chief.

ARTICLE 3.2 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

- A. 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 date during which the event upon which the grievance is based occurred.
- B. 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 to the next step.

Step 2 - First Level of Review

- A. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on the City's Grievance Initiation Form with his/her immediate supervisor for forwarding to 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.
- B. 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. The person hearing this level of review must be in the direct line of authority over the grievant and shall not include anyone below the level of Airport Manager III.

Step 3 - Second Level of Review

- A. If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on the City's Grievance Appeal Form with his/her immediate supervisor for forwarding to the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.
- B. 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 - Mediation (optional)

- A. If the grievance is not resolved at Step 3, the Union or Management representative may, within ten (10) calendar days following receipt of Management's response at Step 3, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of Management and the Union.
- B. A request for mediation must be in writing and must be submitted to the affected department's personnel officer or union representative within the above-prescribed time limits. The personnel officer or union representative shall, within ten (10) calendar days following receipt of the mediation request, return the request to the Union or Management representative with a denial or an agreement that the parties jointly request the Employee Relations Board (ERB) to appoint a mediator.
- C. The Executive Director of the Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees for mediation shall be shared equally by Union and Management.
- D. The mediation procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reports shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.
- E. If the grievance is resolved through mediation, notwithstanding the provisions of Section 4.865 of the Employee Relations Ordinance, the parties may agree to accept the results of mediation as binding.
- F. If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

Step 5 - General Manager/Third Level of Review

If the grievance is not settled at Step 4 and grievance mediation is unsuccessful, 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 4 or seven (7) calendar days following grievance mediation. 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 6 - Arbitration

- A. If the written decision at Step 5 does not settle the grievance, or if no written decision is rendered within the time limits set forth at Step 5, 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 of his/her designee, or expiration of the time limits set forth in Step 3. 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.
- B. If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) days following receipt of said list.
 1. 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.
 2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only until such time as the Department of Airports adopts binding arbitration. Following such adoption, the decision of the arbitrator shall be binding for all grievances initiated after the revised policy is adopted.
 3. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

ARTICLE 3.3 GRIEVANCE REPRESENTATION

- A. 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 changes as they are made to the list by the Association.
- B. 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.
- C. 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.
- D. 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 ON THE JOB

ARTICLE 4.1 SAFETY

Safety clothing, including rain gear, and other safety devices currently provided by Management shall continue to be provided, as long as the need exists. Association will encourage all employees to use safety clothing and devices to the fullest extent possible.

ARTICLE 4.2 UNIFORMS

- A. Effective December 1, 2009, unit members shall receive an annual lump sum uniform and maintenance allowance. Management will provide an annual payment of one thousand dollars (\$1,000) to unit members who are on active payroll status as of December 1, 2009. This payment will be made by separate check distributed between December 1st and December 31st.
- B. Replacement of uniforms and personal property shall be in accordance with the departmental manual section on reimbursement for lost or damaged property.
- C. This allowance shall be subject to both State and federal taxation which shall be deducted from the separate check.

ARTICLE 4.3 PERSONNEL FOLDERS

- A. 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 office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.
- B. No adverse comment may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.
- C. A "Notice to Correct Deficiencies" may be sealed by Management upon the request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of two (2) years from the date the most recent notice was issued or management action taken.

ARTICLE 4.4 ASSIGNED VEHICLES

Management agrees to continue the current practice of providing a "take home" vehicle to allow for emergency response, and off-hours inspections, etc. Vehicles will meet standards to accommodate police equipment. For personal safety and public relations purposes, the Los Angeles Municipal Code Section 63.99 will apply to vehicles covered by this Article.

SECTION 5.0 WORK SCHEDULES

ARTICLE 5.1 SALARIED EMPLOYEES

- A. Employees in this unit shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act. Notwithstanding any Los Angeles Administrative Code and MOU provisions, or other Airport Department rules and regulations to the contrary, these employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. These employees will be paid the predetermined salary for each biweekly period, as indicated in Appendices A through D, and shall not receive overtime compensation. The appointing authority may grant time off for hours worked due to unusual situations.
- B. These employees shall not be subject to any deductions from salary or any leave banks for any absence from work less than a full work day. This provision applies to occasional partial day absences from work, which is authorized by the appropriate supervisor in accordance with LAWA policy. This provision does not apply to longterm or recurring partial day absences that are authorized by the appropriate supervisor designated by management (e.g. intermittent leave/reduced work schedule for purposes of Family/Medical Leave).
- C. These employees shall not be subject to disciplinary suspension for less than a workweek. This requirement shall be superceded by the revised Department of Labor FLSA regulations, which took effect on August 23, 2004, pertaining to disciplinary suspensions of FLSA exempt employees. Salaried employees in this unit shall not be subject to disciplinary suspension for a period less than a workweek (seven days; half of the biweekly pay) unless the discipline is based on violations of a safety rule of major significance or misconduct.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

The salary ranges shown in Appendices A-D will become operative as follows:

<u>APPENDICES</u>	<u>Operative Date</u>
Appendix A	July 1, 2009
Appendix B	January 26, 2014
Appendix C	February 10, 2014
Appendix D	May 19, 2014

ARTICLE 6.2 SALARY STEP ADVANCEMENT

A. The First Salary Step Advancement Following Initial Appointment or Promotion

The first salary step advancement for an employee in this Unit who has been initially appointed to City service or who has been appointed or assigned (through paygrade advancement) to a position on a higher salary range shall occur at the beginning of the payroll period following completion of 2,080 regular paid hours and 12 months of service. This date shall become the employee's step advancement date, except under the circumstances in section C below.

B. Subsequent Step Advancement

Each subsequent step advancement shall occur at the beginning of the payroll period following the completion of 2,080 additional regular paid hours and 12 months of service, except under the circumstances in section C below, until the top step has been reached.

C. Extension of Step Advancement Date – Uncompensated Hours

Uncompensated absences of sixteen days (128 hours for employees on a work schedule other than 5/40) or less during the 2,080-hour qualifying period and during each subsequent 2,080-hour annual period shall not extend the step advancement date. The step advancement date shall be extended one working day for each working day absence (or one hour for each hour of aggregated uncompensated absence in excess of 128 hours). Employees who are injured on duty and are compensated in accordance with Division IV of the Labor Code of the State of California and Article 7 of Division 4 of the LAAC shall not have their step advancement date changed due to their workers' compensation status.

D. Consecutive Appointments within a 12-Month Period

Consecutive appointments or assignments to positions with the same top step salary rate in the 12 months (2080 hours) following an appointment or assignment shall be treated as one appointment or assignment for step advancement purposes.

E. Appointments to New Positions with the Same or Lower Salary Range

An employee who is appointed or assigned to a new position on the same or lower salary range shall retain the step advancement date established for the former position.

F. Salary Steps 6 and 7

1. Effective May 19, 2014, two additional salary steps, i.e., step 6 and step 7, shall be added to the salary structure for Airport Captain I and Airport Captain II, as illustrated in salary appendix D. Step 6 shall be equal to one premium level (approximately 2.75%) more than step 5, and step 7 shall be equal to one premium level (approximately 2.75%) more than step 6.
2. Effective November 30, 2014, each employee who has been on salary step 5 since at least November 30, 2013, shall automatically advance to salary step 6. Effective June 28, 2015, each employee who has been on salary step 6 since at least June 28, 2014, shall automatically advance to salary step 7. If a unit member advances to step 5 on or after December 1, 2014, the member shall advance to step 6 and then to step 7 in accordance with article 6.2 B. above.

ARTICLE 6.3 POST CERTIFICATE AND TRAINING BONUS

Members of this bargaining unit shall be eligible for the Peace Officer Standards and Training (POST) and Continuing Education bonuses in accordance with the following provisions:

- A. **POST Bonus** - During the term of this Memorandum of Understanding, employees who successfully complete and present a Supervisory or Management POST Certificate shall be paid a pension-based POST bonus of three percent (3%) of regular pay. The effective date for the Supervisory or Management POST Certificate (3%) bonus shall commence on the date the employee is a member subject to this Memorandum of Understanding **and** possesses a Supervisory or Management POST Certificate.
- B. **Command Officer POST Bonus** - During the term of this Memorandum of Understanding, employees who have completed the required POST annual in-service training for the most recent calendar year, shall be paid one percent (1%) of regular pay. The bonus shall become effective at the beginning of the payroll period during which the date for eligibility occurs. The Command Officer bonus is pension based.

- C. **Continuing Education Bonus (CEB)** - During the term of this Memorandum of Understanding, employees who successfully complete the training requirements specified below shall be paid a pension-based Continuing Education bonus of two percent (2%) of regular pay.

1. CEB – TERM OF MOU

During the term of the MOU employees must submit proof of completing forty (40) hours of continuing professional development training in leadership, management, or other area of advanced professional training (excluding POST in-service training hours) or one college or graduate level course (3 semester units or 4 quarter units) each fiscal year, in order to qualify for the two percent Continuing Education bonus commencing July 1st. The training and courses must be approved by the Department of Airports Executive Director or the Management designee.

2. Proof of CEB Eligibility

Each fiscal year employees must submit proof of qualification for the Continuation Education Bonus to the Department of Airports Executive Director or the Management designee representative before receiving the Continuing Education (2%) percent bonus as specified in this Article.

- a. Employees must submit proof of qualifying for the Continuing Education Bonus by June 30 of each fiscal year in order to continue to receive this bonus. If an employee fails to meet the CEB requirements or fails to submit proof of qualification for the CEB by June 30, the bonus (two percent) shall automatically cease on July 1st.
- b. The continuing education courses and professional training must be pre-approved by the Department of Airports Executive Director or the Management designee. The purpose of the continuing education courses is to provide command officers with professional development training.
- c. Employees must successfully complete (passing grade) continuing education courses and professional training pre-approved by management.
- d. Employees must submit proof of continuing education course(s) or professional training completion such as a transcript or certificate of completion.
- e. If an employee is ineligible for the CEB or fails to submit proof of CEB eligibility the Continuing Education bonus shall automatically cease and any CEB overpayments will be returned to the City.

ARTICLE 6.4 JURY SERVICE

- A. 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/her regular salary. Provided, however, that any jury attendance fees received by any employee who receives his/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 Department of Airports. 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 it 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.
- B. Employees summoned for jury service are not authorized to waive jury attendance fees and will be expected to remit the appropriate fees to the City upon completion of service pursuant to Section 4.111 of the LAAC.

ARTICLE 6.5 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. The 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. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

SECTION 7.0 BENEFITS

ARTICLE 7.1 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

1. Notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary, 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, serious health condition of an immediate family member (as defined in Section 4.127 of the Los Angeles Administrative Code) or if an employee has a serious health condition that makes him/her unable to perform the functions of his/her position upon the request of the employee or designated by Management in accordance with applicable Federal and State law.
2. 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 twelve (12) month period shall begin on the first day of leave for each individual taking such leave. The succeeding twelve (12) month period will begin the first day of leave taken under the provisions of this Article after completion of the previous twelve (12) month period.
3. 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 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, Benefits Division.
3. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents "in law". Persons who are *in loco parentis* include those with day-to-day responsibilities to care for 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 twelve (12) months and who have worked at least 1,040 hours during the twelve (12) months immediately preceding the beginning of the leave.
2. 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.
3. 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 care for a sick parent; however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
4. 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.
5. The time limitation for parents or domestic partners does not apply to leave taken by one spouse or 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 it is necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
 - a. 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.

- b. 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 Section C.2 and D.7 of this Article.)
- 2. **Adoption** - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if any absence from work is required.
- 3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- 4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
- 5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
 - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical facility; or
 - b. A period of incapacity requiring an absence of greater than three (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Any period of incapacity (or treatment therefor) 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

- a. All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee shall be permitted to take intermittent leave of 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 for which the employee is qualified to accommodate recurring leave periods. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.
 - b. 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.
2. If any employee requires another leave for a separate incident under the provisions of this Article during the same twelve (12) month period, a new request must be submitted.
3. A personal leave beyond the four (4) month leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
4. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least fifteen (15) calendar days to obtain the medical certification.
5. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

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

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% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care of 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), and (e) below.
- c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Unpaid leave.

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) and (d) below.

- c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Unpaid leave.
- e. Accrued compensatory time off may be used at the employee's discretion, with Management approval after exhaustion of 100% sick leave. However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off use.

3. Personal Medical Leave

- a. Accrued sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (b) below.
- b. Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under (c) below.
- c. Unpaid leave.
- d. Accrued compensatory time off may be used at the employee's discretion, with management approval after exhaustion of 100% sick leave. However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off use.

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

- 1. Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.
- 2. 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 7.2 VACATIONS

- A. Management's present practices with regard to vacations will be continued during the term of this Memorandum of Understanding. Such practices shall be in accordance with Sections 4.244 - 4.256 of the Los Angeles Administrative Code.
- B. Each employee in this Unit who has completed his/her qualifying year, shall continue to earn and accrue vacation credits, subject to deductions for absences, pursuant to the schedules set forth in Los Angeles Administrative Code Section 4.245.
- C. In addition to the annual vacation benefits described in Los Angeles Administrative Code Section 4.245, each employee shall continue to earn and accrue 104 hours additional paid vacation per annum computed and accumulated at the rate of 8.66 hours monthly which are provided as replacement for the holiday benefits that are being relinquished, as described in Article 7.7, Paragraph A.

ARTICLE 7.3 VACATION SCHEDULE

Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the Airport Police Division, the desires of the employees, and seniority in grade of the employees represented herein.

ARTICLE 7.4 PROFESSIONAL/MANAGEMENT LEAVE

Management and the Association agree that each Association member shall be entitled to five days of paid administrative leave each fiscal year for purposes of professional and/or management development. The leave may be used in increments of one or more days at the request of the member subject to prior approval of management. Such leave must be used within the designated year and cannot be accumulated or paid in cash.

ARTICLE 7.5 CIVILIAN MODIFIED FLEXIBLE BENEFITS PROGRAM

- A. 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. Use of the word "Civilian" in regards to employee benefit packages etc. is for convenience of reference. Such language does not impact peace officer authority or standing granted to members under Federal, State or local laws.
- B. The sections below are intended to reflect the current Flex Program. 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

- A. The health plans offered and benefits provided by those plans shall be those recommended by the City's Joint Labor-Management Benefits Committee, approved by the City Council, and administered by the Personnel Department in accordance with Los Angeles Administrative Code Section 4.303.
- B. Management agrees to continue to contribute for each full-time employee who is a member of the Los Angeles City Employees' Retirement System (LACERS), a subsidy equal to the cost of his/her medical plan, not to exceed the Kaiser Permanente Family Rate.
- C. Management agrees to continue to contribute for each half-time employee a monthly subsidy not to exceed the Kaiser Permanente Single Party rate.
- D. Management will apply this subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
- E. During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees and in the Kaiser Permanente Single Party Rate for half-time employees. Changes in the monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
- F. Employees, who transfer from full-time to half-time under the provisions of Article 7.1 Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.
- G. During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Health Plans. The following provisions will apply to unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.

1. Effective January 1, 2015, unit members shall pay ten percent (10%) of the City's monthly health care premium on a biweekly basis when the amount of their monthly health care premium for the health care plan in which they are enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy.
2. In the event that unit members are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, then, effective January 1, 2015, such members shall pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus ten percent (10%) of the City's maximum monthly health care subsidy.

Section II – Dental Plans

- A. The dental plans offered shall be those approved by the City's Joint Labor-Management Committee and administered by the Personnel Department in accordance with Los Angeles Administrative Code Section 4.303.
- B. 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.
- C. For each half-time employee, as defined by Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 1, 1990, Management will expend an amount equivalent to one-half of the cost of the employee only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 1, 1990, were receiving the full employee only subsidy shall continue to receive the full employee only subsidy.
- D. 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 Dependents

- A. The definition of a dependent for health and dental plan coverage 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.

- B. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

Section IV – General Provisions

- A. 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 the City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department. However, employees may enroll in Association-sponsored programs in accordance with the procedures of those programs.
- B. 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

For an employee who is on family or medical leave, under the provisions of Article 7.1 of this MOU, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 7.1 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.

Section VI – Continuation of Benefits for Survivors of Employees Killed in the Line of Duty

- A. The City will provide continuation of the above medical and dental plan subsidies toward the cost of health plan premiums for the spouse or domestic partner and any minor dependents of any employee killed in the line of duty while on active payroll status. This coverage shall apply only to a spouse or domestic partner and/or dependents covered when they reach the age of eighteen, or twenty-five years if unmarried and attending an accredited school on a full-time basis. It shall not apply to survivors of employees eligible for retiree health benefits.
- B. This benefit shall be administered by the Personnel Department. Upon application by a spouse, domestic partner or dependents for this benefit, a committee comprised of representatives of the Personnel Department, CAO and the department of the deceased employee shall jointly determine whether the circumstances of the employee's death qualify his/her spouse or domestic partner/dependents for the benefit provided under this section. The decision of this committee shall be final and binding and not subject to further appeal.

Section VII – 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.

Section VIII – Additional Benefits

Effective January 1, 2015, the City will pay each full-time bargaining unit member an additional twenty-eight dollars (\$28) in cash in each pay period in which deductions are made for employee benefits. Each bargaining unit member shall have the option to receive the twenty-eight dollars (\$28) in cash (subject to applicable taxes) or spend the sum as "flexible benefit" dollar credit. The "flexible benefit" dollar credit may be used by the bargaining unit member to offset the cost of benefits paid by the bargaining unit member or to offset additional disability insurance costs, or be used at the bargaining unit member's discretion to purchase additional flexible benefits.

ARTICLE 7.6 ASSOCIATION INSURANCE PROGRAM

- A. The Association will contract with an insurance carrier for disability, optical, and life insurance programs. Effective upon execution of insurance coverage, each full-time bargaining unit member 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.
- B. Management will continue to forward twenty-eight dollars biweekly to carriers designated by the Association for each full-time bargaining unit member who is on active payroll status. Such amount shall be allocated for the Association Disability, Optical, and Life Insurance Program and Life Insurance Program.
- C. The Controller and Personnel Department will establish such controls over the disbursement of funds as they deem necessary.
- D. 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 for the implementation of the provisions of this Article.
- E. The Association Insurance Program provisions and payments shall terminate effective December 31, 2014.

ARTICLE 7.7 HOLIDAYS AND HOLIDAY PAY

- A. Employees shall receive an additional 104 hours of a paid vacation per annum as described in Article 7.2, paragraph C. This vacation time shall be in lieu of paid holidays.
- B. Notwithstanding the first paragraph of this Article, whenever a special holiday is declared by the proclamation of the Mayor with concurrence of the Council, the General Manager is hereby authorized to grant 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 or any subsequent day at the discretion of the General Manager or designee.

ARTICLE 7.8 SICK LEAVE BENEFITS

Management's present practices with regard to allowances for sick leave will be continued during the term of the Memorandum of Understanding. Such practices of allowance for sick leave shall be in accordance with Sections 4.126, 4.126.2, and 4.128 of the Los Angeles Administrative Code.

ARTICLE 7.9 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 twelve (12) days. 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 7.10 BEREAVEMENT LEAVE

- A. Management's present practice with regard to allowance for leave because of family member deaths will be continued during the term of the Memorandum of Understanding. 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. Notwithstanding Section 4.127.1 of the LAAC, the definition of immediate family shall include grandparents, stepparents, stepchildren, the domestic partner of the employee, and the following relatives of an employee's domestic partner: child, grandchild, mother, father.
- B. 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. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

ARTICLE 7.11 RETIREMENT BENEFITS

A. Benefits

1. Effective July 1, 2011, for all Unit members, regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of seven percent (7%) of pre-tax, pension-based compensation shall be implemented. The employee contribution rate shall return to six percent (6%) of pre-tax, pension-based compensation in accordance with the Early Retirement Incentive Program (LAAC 4.1033).
2. Effective July 1, 2011, all Unit members shall contribute an additional four percent (4%) of their pre-tax, pension-based compensation to defray a portion of the City's cost of providing retiree health insurance. The additional 4% thereby results in a total flat rate employee retirement contribution of eleven percent (11%) in accordance with the above provisions, and shall be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter provisions.

B. Procedure for Benefits Modifications

1. 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's 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.
2. 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.
3. 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 minor modification, the proposal shall be treated as a major modification.

4. Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC) provides a retiree health benefit for employees. Notwithstanding Division 4, Chapter 11, Article 3 of the LAAC, commencing on July 14, 2013, after having contributed an additional four percent (4%) of pre-tax, pension-based compensation to defray a portion of the City's cost of providing retiree health insurance for one full pay period, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 (effective July 25, 2013, authorized in LAAC Sec. 4.1111(c) per ordinance number 182,629) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employees contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions. The parties further agree that should any of the provisions of this Article, or of any subsequent MOU's which incorporate these sections, be enjoined or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.

ARTICLE 7.12 MILITARY LEAVE

The City's present practices with regard to military leave with pay will be continued during the term of this memorandum of Understanding. Such practices shall be in accordance with Section 4.123 of the Los Angeles Administrative Code.

ARTICLE 7.13 INSURANCE PLANS

A. Disability Insurance Plan

Management shall continue to provide active employees of this Unit who are members of the City Employees' Retirement System a sum necessary to cover the cost of a basic disability insurance plan. Management shall also maintain a Supplemental Disability Insurance Plan, enrollment in which is at the discretion of each employee. The full cost of Supplemental Disability Insurance Plan premiums shall be paid by the individual employee who enrolls in the plan.

B. Basic Life Insurance Plan

Management shall continue to provide for active employees of this Unit who are members of the City Employees' Retirement System a sum necessary to cover the cost of a basic life insurance plan. Supplemental coverage shall be paid by the individual employee who enrolls in the plan.

ARTICLE 7.14 DEPENDENT CARE REIMBURSEMENT ACCOUNT

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

ARTICLE 7.15 EMPLOYEE ASSISTANCE PROGRAM

Management will provide for active employees who are members of the City Employees' Retirement System, and their eligible dependents, the sum necessary to cover the cost of an Employee Assistance Program (EAP). The benefits and services of the EAP and the EAP provider shall be determined by the City's Joint Labor-Management Benefits Committee. In those instances where Management deems the best interest of an employee would be served, Management may refer such employee to the service provider.

ARTICLE 7.16 WORKERS' COMPENSATION

- A. Management agrees to continue Worker's Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that 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.
- B. Section A of this Article shall not apply to employees who are certified off duty for temporary total disability resulting from a "sudden severe traumatic injury." Such employees so certified shall receive 90% of gross pay without mandatory deduction for Federal and State income tax withholding and employee retirement contributions.
- C. "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.
- D. 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.

ARTICLE 7.17 LONG-TERM CAREER/RETENTION LEAVE

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

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

**Airport Police Command Officers
Association Representatives**

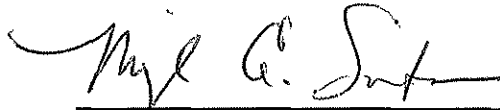


Greg Staar
APCOALA

14 JAN 2014

Date

**City of Los Angeles
Management Representatives**

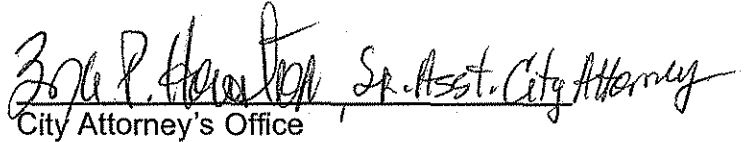


Miguel A. Santana
City Administrative Officer

2/12/14

Date

As to form:



Zoe P. Houston, Sr. Asst. City Attorney
City Attorney's Office

2-13-14

Date

MOU 40 - APPENDIX A - SALARIES OPERATIVE July 1, 2009

		Step 1	Step 2	Step 3	Step 4	Step 5
Airport Police Captain I Class Code 3228-1 Range 5015	Regular Pay	HR 50.15	52.95	55.90	59.02	62.31
	BW	4,012.00	4,236.00	4,472.00	4,721.60	4,984.80
	YR	104,713.20	110,559.60	116,719.20	123,233.76	130,103.28
	POST Certificate - 3%	HR 1.50	1.59	1.68	1.77	1.87
	BW	120.00	127.20	134.40	141.60	149.60
	YR	3,132.00	3,319.92	3,507.84	3,695.76	3,904.56
	Command Officer POST Bonus - 1%	HR 0.50	0.53	0.56	0.59	0.62
	BW	40.00	42.40	44.80	47.20	49.60
	YR	1,044.00	1,106.64	1,169.28	1,231.92	1,294.56
	Continuing Education Bonus - 2%	HR 1.00	1.06	1.12	1.18	1.25
Airport Police Captain II Class Code 3228-2 Range 5293	BW	80.00	84.80	89.60	94.40	100.00
	YR	2,088.00	2,213.28	2,338.56	2,463.84	2,610.00
	Regular Pay	HR 53.15	56.13	59.26	62.56	66.05
	ALL POST bonuses	BW 4,252.00	4,490.40	4,740.80	5,004.80	5,284.00
	YR	110,977.20	117,199.44	123,734.88	130,625.28	137,912.40
	Regular Pay	HR 52.93	55.88	59.00	62.29	65.76
	BW	4,234.40	4,470.40	4,720.00	4,983.20	5,260.80
	YR	110,517.84	116,677.44	123,192.00	130,061.52	137,306.88
	POST Certificate - 3%	HR 1.59	1.68	1.77	1.87	1.97
	BW	127.20	134.40	141.60	149.60	157.60
Airport Police Captain I Class Code 3228-1 Range 5015	YR	3,319.92	3,507.84	3,695.76	3,904.56	4,113.36
	Command Officer POST Bonus - 1%	HR 0.53	0.56	0.59	0.62	0.66
	BW	42.40	44.80	47.20	49.60	52.80
	YR	1,106.64	1,169.28	1,231.92	1,294.56	1,378.08
	Continuing Education Bonus - 2%	HR 1.06	1.12	1.18	1.25	1.32
	BW	84.80	89.60	94.40	100.00	105.60
	YR	2,213.28	2,338.56	2,463.84	2,610.00	2,756.16
	Regular Pay	HR 56.11	59.24	62.54	66.03	69.71
	ALL POST bonuses	BW 4,488.80	4,739.20	5,003.20	5,282.40	5,576.80
	YR	117,157.68	123,693.12	130,583.52	137,870.64	145,554.48

MOU 40 - APPENDIX B - SALARIES OPERATIVE JANUARY 26, 2014

		Step 1	Step 2	Step 3	Step 4	Step 5
Airport Police Captain I Class Code 3228-1 Range 5166	Regular Pay	HR	51.66	54.54	57.58	60.79
		BW	4,132.80	4,363.20	4,606.40	4,863.20
		YR	107,866.08	113,879.52	120,227.04	126,929.52
						134,007.84
	POST Certificate - 3%	HR	1.55	1.64	1.73	1.82
		BW	124.00	131.20	138.40	145.60
		YR	3,236.40	3,424.32	3,612.24	3,800.16
						4,029.84
	Command Officer POST Bonus - 1%	HR	0.52	0.55	0.58	0.61
		BW	41.60	44.00	46.40	48.80
 Continuing Education Bonus - 2%		YR	1,085.76	1,148.40	1,211.04	1,273.68
						1,336.32
		HR	1.03	1.09	1.15	1.22
		BW	82.40	87.20	92.00	97.60
		YR	2,150.64	2,275.92	2,401.20	2,547.36
						2,672.64
	Regular Pay	HR	54.76	57.82	61.04	64.44
		BW	4,380.80	4,625.60	4,883.20	5,155.20
		YR	114,338.88	120,728.16	127,451.52	134,550.72
						142,046.64
Airport Police Captain II Class Code 3228-2 Range 5451	Regular Pay	HR	54.51	57.55	60.76	64.15
		BW	4,360.80	4,604.00	4,860.80	5,132.00
		YR	113,816.88	120,164.40	126,866.88	133,945.20
						141,420.24
	POST Certificate - 3%	HR	1.64	1.73	1.82	1.92
		BW	131.20	138.40	145.60	153.60
		YR	3,424.32	3,612.24	3,800.16	4,008.96
						4,238.64
	Command Officer POST Bonus - 1%	HR	0.55	0.58	0.61	0.64
		BW	44.00	46.40	48.80	51.20
 Continuing Education Bonus - 2%		YR	1,148.40	1,211.04	1,273.68	1,336.32
						1,419.84
		HR	1.09	1.15	1.22	1.28
		BW	87.20	92.00	97.60	102.40
		YR	2,275.92	2,401.20	2,547.36	2,672.64
						2,818.80
	Regular Pay	HR	57.79	61.01	64.41	67.99
		BW	4,623.20	4,880.80	5,152.80	5,439.20
		YR	120,665.52	127,388.88	134,488.08	141,963.12
						149,897.52

MOU 40 - APPENDIX C - SALARIES OPERATIVE February 10, 2014

		Step 1	Step 2	Step 3	Step 4	Step 5
Airport Police Captain I Class Code 3228-1 Range 5269	Regular Pay	HR	52.69	55.63	58.73	62.00
		BW	4,215.20	4,450.40	4,698.40	4,960.00
		YR	110,016.72	116,155.44	122,628.24	129,456.00
	POST Certificate - 3%	HR	1.58	1.67	1.76	1.86
		BW	126.40	133.60	140.80	148.80
		YR	3,299.04	3,486.96	3,674.88	3,883.68
	Command Officer POST Bonus - 1%	HR	0.53	0.56	0.59	0.62
		BW	42.40	44.80	47.20	49.60
		YR	1,106.64	1,169.28	1,231.92	1,294.56
	Continuing Education Bonus - 2%	HR	1.05	1.11	1.17	1.24
Airport Police Captain II Class Code 3228-2 Range 5560		BW	84.00	88.80	93.60	99.20
		YR	2,192.40	2,317.68	2,442.96	2,589.12
	Regular Pay	HR	55.85	58.97	62.25	65.72
	ALL POST bonuses	BW	4,468.00	4,717.60	4,980.00	5,257.60
		YR	116,614.80	123,129.36	129,978.00	137,223.36
	Regular Pay	HR	55.60	58.70	61.97	65.43
		BW	4,448.00	4,696.00	4,957.60	5,234.40
		YR	116,092.80	122,565.60	129,393.36	136,617.84
	POST Certificate - 3%	HR	1.67	1.76	1.86	1.96
		BW	133.60	140.80	148.80	156.80
Command Officer POST Bonus - 1% Continuing Education Bonus - 2% Regular Pay ALL POST bonuses		YR	3,486.96	3,674.88	3,883.68	4,092.48
		HR	0.56	0.59	0.62	0.65
		BW	44.80	47.20	49.60	52.00
		YR	1,169.28	1,231.92	1,294.56	1,357.20
		HR	1.11	1.17	1.24	1.31
		BW	88.80	93.60	99.20	104.80
		YR	2,317.68	2,442.96	2,589.12	2,735.28
		HR	58.94	62.22	65.69	69.35
		BW	4,715.20	4,977.60	5,255.20	5,548.00
		YR	123,066.72	129,915.36	137,160.72	144,802.80

APPENDIX E

MERIT PAY

- A. Unit members at step 5 of the salary range for a minimum of twelve (12) calendar months shall become eligible to receive a merit pay salary adjustment of 2.75%.

MERIT PAY SALARY RATES

Title and Code			Merit Pay Salary
Airport Police Captain I Class Code 3228-1 Range 5015	Regular	HR	\$64.02
	Pay	BW	\$5,121.60
		MO	\$11,139.48
		YR	\$133,673.76
Airport Police Captain II Class Code 3228-2 Range 5293	Regular	HR	\$67.57
	Pay	BW	\$5,405.60
		MO	\$11,757.18
		YR	\$141,086.16

- B. Receipt of merit pay in this Appendix is a privilege to be earned and retained on the basis of merit, and not a right. No employee in a position compensated in this Appendix may receive merit pay until the Airport Police Chief, or his/her designee, certifies to the Controller that the employee has completed the required period of one year of observed performance in his/her class and further certifies that he/she finds the employee's standard of service to qualify for merit pay. Any such designation shall be made in writing to the Controller.
- C. An employee being compensated with merit pay shall receive an initial salary increase upon assignment to a higher pay grade without the necessity for further certification. If at any time the standard of service of an employee who is receiving merit pay no longer qualifies for merit pay, the Airport Police Chief or his/her designee may so certify to the Controller, and in that event the salary of such employee shall revert from the merit pay salary to step 5 and the employee shall not again be advanced to the merit pay salary unless and until the Airport Police Chief or his/her designee certifies that, in his/her opinion, such employee has achieved a qualifying standard of service for merit pay for the required period. An employee whose pay has been reduced to step 5 may be eligible for re-certification of merit pay based upon an evaluation of one-half (50%) the period of time required for initial certification. Consideration for re-certification of merit pay shall be processed in the same manner as consideration for initial merit pay.
- D. All certifications required by this section shall be made on forms prescribed by the Controller.

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

1. A Performance Evaluation Report must be completed by a supervisor at least one rank above the employee being rated.
2. The Performance Evaluation Report must be reviewed by the supervisor of the rater. Ratings will be reviewed through the chain of command to the respective Airport Assistant Police Chief or Airport Police Chief.
3. Rating and reviewing of an employee's performance must be completed at least annually. Ratings will be completed in the month corresponding with the employee's promotion anniversary date (for Airport Police Captain I) or pay grade anniversary date (for Airport Police Captain II).
4. Rating and reviewing of an employee's performance may be completed at any time the employee's standard of service falls below the minimum standard required for receiving his/her present merit pay salary.
5. The Airport Assistant Police Chief shall forward to the Airport Police Chief a recommendation to grant or withhold merit pay:
 - a. If the Airport Assistant Police Chief's recommendation is to grant merit pay, the Airport Police Chief shall process the appropriate documentation to grant the merit pay.
 - b. If the Airport Assistant Police Chief's recommendation is to grant merit pay and the Airport Police Chief does not concur, the Airport Police Chief shall state in writing the specific reasons for recommending against the merit pay. The written reasons shall be forwarded to the Deputy Executive Director of Law Enforcement and Protection Services who will decide whether the merit pay will be granted. A copy of the Airport Police Chief's written reasons for recommending against the merit pay shall also be provided to the affected employee. The employee shall have 20 calendar days to submit a written response to the Airport Police Chief's recommendation. The Deputy Executive Director of Law Enforcement and Protection Services shall consider the employee's written response when determining whether to grant or deny the merit pay. If no response is received within 20 calendar days, the employee's response shall be deemed waived.
 - c. If the Airport Assistant Police Chief's recommendation is to deny merit pay, and the Airport Police Chief concurs, the process listed in (b) above shall be followed.
 - d. If the Airport Assistant Police Chief's recommendation is to deny merit pay, and the Airport Police Chief does not concur, the Airport Police Chief shall grant the merit pay.

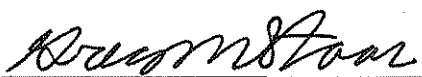
- e. If there is no Airport Assistant Police Chief in an employee's chain of command, all decisions regarding the granting or denial of merit pay shall be made by the Airport Police Chief. Any decision to deny merit pay shall follow the process listed in (b) above.
6. Any recommendation to remove merit pay from a unit member shall be in writing and transmitted, along with the employee's most recent Performance Evaluation Report, through the chain of command to the Airport Police Chief. The recommendation shall specifically state the reasons for the recommendation. The affected employee shall be provided with a copy of the recommendation and shall have 20 calendar days to make a written response to the recommendation. The Airport Police Chief shall consider the employee's written response when determining whether to remove the employee's merit pay. If the employee does not submit a response within 20 calendar days, the response shall be deemed waived.
7. The Airport Police Chief shall render a decision in writing, a copy of which shall go to the affected employee and the command and staff officers involved in the original recommendation. If the decision is to remove the merit pay, the removal will be effective on the date the Airport Police Chief signs the written decision.
8. The decision of the Deputy Executive Director of Law Enforcement and Protection Services to grant or withhold merit pay is final and is not subject to any review, grievance, or appeal.
9. Merit pay shall become effective at the beginning of the pay period of the employee's promotion anniversary date (for Captain I) or pay grade anniversary date (for Captain II).
10. Eligibility
 - a. Any bargaining unit member not receiving Merit Pay as of January 26, 2014, shall be ineligible to receive Merit Pay on or after January 26, 2014.
 - b. Any bargaining unit member receiving Merit Pay on or after January 26, 2014, shall continue to receive Merit Pay in accordance with the terms contained in Appendix E of this MOU (subsections A through E.9.), or until said member moves to salary step 7 as illustrated in Appendix D of this MOU, whichever is earlier.

**LETTER OF INTENT
MEMORANDUM OF UNDERSTANDING NO. 40
AIRPORT POLICE COMMAND OFFICERS' ASSOCIATION
AIRPORT POLICE COMMAND OFFICERS UNIT**

ECONOMIC REOPENER

The undersigned parties agree that during the term of this MOU, the MOU may be re-opened on economic issues if an economic emergency is officially declared by the Mayor and/or City Council and there is an impact to the Los Angeles World Airports. The parties further agree that an economic emergency will be declared only after notifying the union. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

In the event of an economic emergency at the Los Angeles World Airports the parties agree to immediately begin to meet and confer to address possible measures to help ameliorate the fiscal crisis. If, following a 90-day period, the parties are unable to reach agreement, the meet and confer process shall be deemed to have been completed. The impasse shall then be presented to the City Council for final determination.



Greg Staar
APCOALA

14 JAN 2014

Date



Miguel A. Santana
City Administrative Officer

2/13/14

Date