

**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 11<sup>th</sup> day of APRIL, 2019.

**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**

**JUNE 24, 2018 THROUGH JUNE 18, 2022**

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## **SECTION 1.0 GENERAL PROVISIONS**

### **ARTICLE 1.1 RECOGNITION**

- A. On July 9, 1997, the Airport Police Command Officers Association of Los Angeles ("Association") was certified by the Employee Relations Board ("ERB") as the certified representative of employees in the Management Peace Officers' Unit ("Unit"). Management hereby recognizes the Association as the exclusive representative of the employees in said Unit, in accordance with the provisions of Los Angeles Administrative Code ("LAAC") Section 4.822.
- B. The term "employee" as used herein shall refer only to employees employed by the City in the classifications listed in the salary appendices of this Memorandum of Understanding ("MOU"), as well as classes as that may be added hereafter by the ERB.

### **ARTICLE 1.2 PARTIES TO THIS MOU**

This MOU is entered into by and between the City Administrative Officer ("Management") as the authorized management representative of the City of Los Angeles as designated under the Los Angeles Administrative Code ("LAAC") section 4.870.a.(1), the authorized representative of the Airports Department ("Department") as designated under LAAC section 4.870a.(2), and the Association.

### **ARTICLE 1.3 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

- A. This MOU constitutes a joint recommendation of the Association, the Department, and Management shall not be binding in whole or in part on the parties to this MOU unless and until:
1. The Association has notified Management in writing that it has approved this MOU in its entirety; and,
  2. The City Council has approved this MOU in its entirety.
- B. Where resolutions, ordinances, or amendments to applicable codes are required, those Articles of this MOU which require such resolutions, ordinances, or amendments will become operative on the effective date of the resolutions, ordinances or amendments unless otherwise specified.

### **ARTICLE 1.4 FULL UNDERSTANDING**

- A. The Association and Management acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU 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 MOU are hereby superseded or terminated.

- B. The Association, the Department, and Management mutually understand and agree that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with implementation provisions of this MOU.
- C. The waiver or breach of any term or condition of this MOU by any party hereto shall not constitute a precedent in the future enforcement of any of its terms or provisions.
- D. The parties mutually agree that this MOU may not be opened at any time during its terms for any reason, except by mutual consent of the parties.

**ARTICLE 1.5        TERM**

- A. The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, in accordance and conformance with implementation provisions of this MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 0000 hours on June 24, 2018. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 18, 2022.
- B. Notwithstanding the above, provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed, as long as the parties have met their obligations under the provisions of Article 1.6, Calendar for a Successor MOU, and are continuing to meet and confer in good faith.

**ARTICLE 1.6        CALENDAR FOR SUCCESSOR MOU**

Prior to the expiration of this MOU, the Association and Management shall call for meet and confer negotiations session to discuss a successor MOU. The first meet and confer session shall begin no later than 90 calendar days prior to the expiration of this MOU, unless the Association and Management mutually agree otherwise.

**ARTICLE 1.7        OBLIGATION TO SUPPORT**

The Association, the Department, and Management agree that prior to the implementation of this MOU and during the period of time it is being considered for action by the Mayor, City Council, Council Committees, and the heads of various departments, offices, and bureaus, neither the Association, the Department, nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committee, or said department heads, will not meet or communicate with the Mayor, members of the City Council, or said department heads individually to advocate any additions or deletions to the terms and conditions of this MOU. However, this Article shall

not preclude the parties from appearing before or communicating with 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 1.8 PROVISIONS OF LAW AND SEPARABILITY**

The Association, the Department, and Management mutually understand and agree that this MOU is subject to all applicable Federal and State Laws, City ordinances and regulations enacted by the City Council and the City's Civil Service Commission, ERB or similar independent Commissions of the City. If any part or provision of this MOU 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 MOU shall not be affected thereby.

#### **ARTICLE 1.9 ACTIONS BY THE EMPLOYEE RELATIONS BOARD**

If the ERB takes any action(s) prior to the expiration of this MOU that result in any significant changes to the composition of this representation Unit, the Association and Management will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

#### **ARTICLE 1.10 MANAGEMENT-ASSOCIATION MEETINGS**

At the request of the President of the Association (or his/her designee) or the Department, meetings may be scheduled at reasonable intervals for the purpose of informally discussing employer-employee relations issues.

#### **ARTICLE 1.11 CITY MANAGEMENT RIGHTS**

A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, the Mayor of the City of Los Angeles, the City Council, the Department, and Management ("City Management") have the exclusive right to: determine the mission of its constituent departments, officers, and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; select, promote, transfer, and/or discipline employees; relieve City employees from duty due to lack of work or other legitimate reasons; determine the methods, means, and personnel by which the City's operations are to be conducted; take all necessary actions to maintain uninterrupted service to the community; and, execute its mission in emergencies. However, the exercise of these rights by City Management shall not preclude employees or their representatives from consulting or grieving about the

practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

- B. The Department has the authority to transfer and assign employees of the department. Such transfers and assignments are not grievable and are not arbitrable regardless of the reason for the transfer.
- C. Nothing contained in this Article shall be deemed to amend the Articles in Section 3, Grievances.

## **ARTICLE 1.12 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 upon City Management and the Association during the term of this MOU.

### **B. Mutual Pledge of Accord**

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

### **C. No Strike-No Lockout**

1. In consideration of the mutual desire of the Association, the Department, and Management to promote and ensure harmonious relations and in consideration of the above Mutual Pledge of Accord, City Management stipulates that there shall be no lockout, or the equivalent, of members of the Association. The Association and its members stipulate that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. 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 after Association instruction, they shall be deemed to have forfeited their rights under this Memorandum. The curtailing of operations by City Management

in whole or part for operational or economic reasons shall not be construed as a lockout.

2. The provisions of this paragraph shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

## **SECTION 2.0            ASSOCIATION/EMPLOYEE RELATIONS**

### **ARTICLE 2.1            NON-DISCRIMINATION**

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

### **ARTICLE 2.2            EMPLOYMENT OPPORTUNITIES**

- A.     The City of Los Angeles Personnel Department (“Personnel Department”) will email to the Association copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Examining Division of the Personnel Department will be emailed two calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.
  
- B.     Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee’s normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time to and from the employee’s workplace.

### **ARTICLE 2.3            WORK ACCESS**

- A.     An authorized Association representative shall have access to City facilities or work sites during working hours for the purpose of assisting employees covered under this MOU relative to their identified role in addressing grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. The Association representative shall request authorization for such visit by contacting a designated management representative of the department, office, or bureau for the work site. In the event immediate access cannot be authorized, the designated representative shall inform the Association as to the earliest time when access can be granted.
  
- B.     The Association shall give to the Department and Management 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 Department to restrict access to areas designated as secure or confidential.

**ARTICLE 2.4           USE OF CITY FACILITIES**

- A.     The Association may use City 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 2.5           BULLETIN BOARDS**

The Department agrees to provide a bulletin board or reasonable space at each work location which may be used by Association. All official communications from the Association shall be posted in the space provided. The Association shall clearly print a removal date on all posted materials. The Department shall have the right to remove any material that is believed to be inappropriate for placement in the workplace.

**ARTICLE 2.6           SERVICE FEES AND DUES**

- A.     During the term of this MOU, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Los Angeles City Controller ("City Controller") biweekly in 24 increments annually from the salary of each Unit member who files with the City Controller a written authorization that such deduction(s) be made.
  
- B.     Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of members covered hereunder shall be made to the Association by the City Controller within thirty working days after the conclusion of the month in which said dues and/or deductions were deducted.
  
- C.     A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

## **SECTION 3.0        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. Matters listed here are governed 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 City of Los Angeles Civil Service Commission ("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 Department's Deputy Executive Director of Law Enforcement and Protection Services, which shall be 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 Department's 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. All appeals shall be in writing and submitted to the Airport Police Chief.

### **ARTICLE 3.2 GRIEVANCE REPRESENTATION**

- A. The Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the Department and Management with a written list of employees who have been so designated. The Department and 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, 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 48 hours, excluding scheduled days off and/or legal holidays, after the time of the grievance representative's request unless otherwise mutually agreed. 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.

## **ARTICLE 3.3            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 MOU 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 limitations in scheduling meetings imposed by the Department or Management.
- 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 the Department may waive one level of review from this grievance procedure.
- E. The Department or Management shall notify Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, 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. The 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 the Department 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 an Airport Manager III (class code 7260-3) employed by the Department.

#### Step 3 - Second Level of Review

- A. If the grievance is not settled at Step 2, the grievant, on a form provided by management, may serve written notice upon the Department designee to review the grievance at Step 3 within seven 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 written notice is served, the management designee shall meet with the grievant. A written decision or statement of the facts and issues shall be rendered to the

grievant and his/her representative, if any, within 15 calendar days from the date of service. Failure of the Department to respond within such time limit shall entitle the grievant to process his/her grievance at Step 4.

#### Step 4 - General Manager/Third Level of Review

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon the General Manager of the Airports Department ("General Manager") or his/her designee within seven calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee. The General Manager or his/her designee will afford the grievant 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 30 calendar days from the date said arguments were submitted.

#### Step 5 - Mediation (optional)

- A. If the grievance is not resolved at Step 4, the Association or the Department may, within ten calendar days following receipt of the Department's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of the Association and the Department.
- B. A request for mediation must be in writing and must be submitted to the Department's designated Personnel Director in charge of the Department's Human Resources Division or Association within the above-prescribed time limits. The Personnel Director or Association Representative shall, within ten calendar days following receipt of the mediation request, return the request to the Association Representative or the Department Representative with a denial or an agreement that the parties jointly request the ERB to appoint a mediator.
- C. The Executive Director of the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and the Department may jointly agree to a mediator selected by the Executive Director of the ERB. The fees for mediation shall be shared equally by the Association and the Department.
- D. The mediation procedure shall be informal, the primary effort being to assist the parties in settling the grievance. Court reporters 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 LAAC Section 4.865, the Association and the Department may, by mutual agreement, 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 Association and the Department, 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 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 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 the ten-day period shall constitute a waiver of the grievance.
- B. If written notice is served, the Association and the Department shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the ERB, within seven days following receipt of the list.
  - 1. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the grievant to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the Association and the Department 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 Association and the Department, 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 the expense and costs.
  - 2. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only until such time as the Department 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.

## **SECTION 4.0 ON THE JOB**

### **ARTICLE 4.1 PERSONNEL FOLDERS**

- A. An employee shall be entitled to review the contents of his/her 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.
- B. No adverse document may be placed in an employee's personnel folder 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 the Department 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 years from the date the most recent notice was issued or disciplinary action taken.

### **ARTICLE 4.2 SAFETY**

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

### **ARTICLE 4.3 NOTICE OF CHANGES IN WORK RULES**

- A. Whenever written Department work rules are established or changes are made to existing written Department work rules which affect conditions of employment, the Department shall, prior to the proposed implementation date, notify Association in writing and offer the opportunity for the Association to meet and consult with the Department on the changes.
- B. Nothing contained in this Article shall be construed as a limitation on the right of the Department to implement new written Department work rules or make changes in such existing rules in cases of an emergency. Provided, however, that 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 may be the case.

- C. The Association agrees to notify the Department promptly of its intent to exercise its rights granted under this Article.

#### **ARTICLE 4.4 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 LAAC section(s) and MOU provision(s) or other Department rules and regulations to the contrary, employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. Employees will be paid the predetermined salary for each biweekly period, as indicated in salary appendices of this MOU, and shall not receive overtime compensation. The appointing authority may grant time off for hours worked due to unusual situations.
- B. 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 Department policy. This provision does not apply to long term or recurring partial day absences that are authorized by the appropriate supervisor designated by the Department (e.g. intermittent leave/reduced work schedule for purposes of Family/Medical Leave).
- C. Employees shall not be subject to disciplinary suspension for less than a workweek. This requirement shall be superseded by the revised Department of Labor FLSA regulations, which took effect on August 23, 2004, pertaining to disciplinary suspensions of FLSA exempt employees. Employees 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.

#### **ARTICLE 4.5 UNIFORM ALLOWANCE**

- A. Uniforms required by the Department will be replaced, maintained, and cleaned at the employee's expense.
- B. The Department will provide a cash payment of \$1,525 per fiscal year to each Unit member who is compensated for and is on active payroll status in pay period 11 of each fiscal year. This payment will be made through an employee's regular paycheck issued for pay period 11 for that fiscal year.
- C. This allowance shall be a cash, non-pensionable payment and shall be taxed at the federal and state supplemental rates.

- D. Replacement of uniforms and personal property shall be in accordance with applicable Department manual sections on reimbursement for lost or damaged property.

**ARTICLE 4.6            HOURS OF WORK**

In each 28-day deployment period, every Unit member shall be scheduled to work a total of 160 hours over 18 days and shall receive ten regular days off. The ten regular days off are in addition to any holidays, vacation days, or other leave that is authorized.

## **SECTION 5.0        BENEFITS**

### **ARTICLE 5.1        RETIREMENT BENEFITS**

#### **A.        Fire and Police Pensions**

Pursuant to Charter Section 1700(f), any Unit member newly appointed to City service on or after January 7, 2018 shall be a member of the Fire and Police Pension System (“LAFPP”). Retirement benefits shall be administered and shall accrue in accordance with Charter Section 1700 et seq and according to any future Tiers that may be established in the future. Pursuant to Charter Section 1700(f) and LAAC section 4.2215, any Unit member appointed to City service prior to January 7, 2018, who elected to transfer from the Los Angeles City Employees’ Retirement System (“LACERS”), shall be a member of LAFPP Tier 6.

#### **B.        LACERS Tier 1**

1.        Any Unit member appointed to City service prior to January 7, 2018, who elected to remain a member of LACERS shall remain in LACERS as a Tier 1 member, pursuant to the provisions of LAAC Sections 4.1002 and 4.1080.2.
2.        For said Unit members identified in B.1. above, member contributions shall be made pursuant to LAAC Section 4.1003. All contributions shall be administered in a manner that is consistent with State and federal laws regulating pension contributions.
3.        Eligibility for Enhanced LACERS Benefits shall be determined according to LAAC section 4.1002(e)(2).

#### **C.        Procedure for Benefits Modifications**

1.        Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in LACERS are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in LACERS. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2.        The procedure described in the above paragraph C.1. shall also apply to agreements reached between Management and certified employee organizations whereby a majority of the members in LAFPP are affected.

3. 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 Management 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.
4. If agreement is not reached between Management and the organizations representing a majority of the members in the retirement system for which modifications are proposed as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.
5. Division 4, Chapter 11, Article 2 of the Los Angeles Administrative Code (LAAC) provides a retiree health benefit for LACERS Tier 1 employees. Commencing April 21, 2013, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for LACERS Tier 1 employees 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 4.1111(c) 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 MOUs 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 5.2        VACATIONS**

- A. Unit members shall accrue and be permitted to use vacation time in accordance with LAAC 4.244 - 4.256, inclusive.
- B. In addition to the annual vacation benefits provided for in LAAC Section 4.245, each Unit member shall earn and accrue 104 hours additional paid vacation annually computed and accumulated at the rate of 8.66 hours monthly. This additional vacation time is provided as an offset to holiday benefits that were previously relinquished, as described in Article 5.4, paragraph A.

- C. Notwithstanding LAAC Section 4.254, upon the approval of the appointing power any employee may be permitted to accumulate vacations for not to exceed three annual vacation periods, and all accumulated in excess of such amount shall be deemed waived and lost.
- D. 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.

**EFFECTIVE JULY 5, 2020**

- A. From July 5, 2020 through December 31, 2020, no Unit member shall accrue vacation time.
- B. An employee's vacation accrual anniversary date shall be based upon the date upon which an employee is newly hired into City service, i.e., the employee's original hire date.
- C. On January 1, 2021, and each January 1<sup>st</sup> thereafter, vacation time accrued during the previous year shall be credited to each employee based on his/her years of service as described below.
- D. Until the completion of two years of City service in the aggregate, each Unit member shall be entitled to 120 hours of vacation annually credited on January 1<sup>st</sup> with full pay.
- E. Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 hours vacation annually credited on January 1<sup>st</sup> with full pay.
- F. Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 hours vacation annually credited on January 1<sup>st</sup> with full pay.
- G. Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 hours vacation annually credited on January 1<sup>st</sup> with full pay.
- H. In addition to vacation accruals described above, each bargaining unit member who has completed at least one full year of City service shall be credited with an additional 104 hours of vacation on January 1<sup>st</sup> of each calendar year. This 104 hours is provided as a replacement for holiday time off that was relinquished previously.

I. The following table illustrates vacation accrual benefits.

<b>AIRPORT POLICE CAPTAIN VACATION BENEFITS</b>			
<b>Years of Service (YOS) Completed</b>	<b>Number of Annual Hours Distributed on January 1<sup>st</sup></b>		
	<b>Hours of Vacation Based on YOS</b>	<b>Additional Vacation Hours In Lieu of Holiday Time Off</b>	<b>Total</b>
< 2	120	104	224
2-9	128		232
10-29	192		296
30+	200		304

- J. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three years of vacation credit. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of three years.
- K. An employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time he or she has accumulated and whether deferring all or part of the vacation could result in the stoppage of vacation accrual which will automatically be deposited in the catastrophic illness or injury time bank.
- L. Any employee who, immediately prior to becoming a member of the Airport Police Division, was employed in any other department of the City and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.
- M. In the event any employee, after the completion of the employee's initial year of service, becomes separated from the service of the Department by reason of resignation, retirement, death, or for any other reason, cash payment of a sum equal to all earned, but unused vacation, including vacation for the proportionate part of the year in which the separation takes place, shall be made at the salary rate current at the date of the separation to the employee, the estate, or any person legally entitled to such payment.
- N. The City Controller shall keep a record of vacation time balances based on Airport Police Division records and shall advise employees on their paycheck or pay advice of their balance biweekly.

**ARTICLE 5.3            HOLIDAYS AND HOLIDAY PAY**

- A.     In the event that a Unit member is ordered by the Airport Police Chief or his/her designee shall be scheduled to work on the member's scheduled day off, regular holiday, or vacation day because of a declared natural disaster, emergency, or mobilization, he/she shall be compensated in cash at the straight-time rate for all hours worked, provided that the City is reimbursed by the State and/or Federal government.
  
- B.     A Unit member who is ordered to report to work by the Airport Police Chief or his/her designee on any of the holidays listed below shall receive a cash payment of \$250. This cash payment shall not be made if the Unit member is compensated under paragraph A. above.
  - 1.     New Year's Day (January 1<sup>st</sup>)
  - 2.     Easter Sunday
  - 3.     Memorial Day (last Monday in May)
  - 4.     Independence Day (July 4<sup>th</sup>)
  - 5.     Labor Day (first Monday in September)
  - 6.     Veteran's Day (November 11<sup>th</sup>)
  - 7.     Thanksgiving Day (fourth Thursday in November)
  - 8.     Christmas Eve (December 24<sup>th</sup>)
  - 9.     Christmas Day (December 25<sup>th</sup>)
  - 10.    New Year's Eve (December 31<sup>st</sup>)

**ARTICLE 5.4            HEALTH AND DENTAL PLANS**

- 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 LAAC Section 4.303.
- B. The City 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. The City agrees to continue to contribute for each half-time employee a monthly subsidy not to exceed the Kaiser Permanente Single Party rate.
- D. The City 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 5.9 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 JLMBC 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. A unit member 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. If a Unit member elects to enroll in a health care plan with a monthly premium that exceeds the City's maximum monthly subsidy, then said Unit

member 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.

- H. As provided for by the JLMBC, Unit members shall have the right to participate in City-sponsored Dependent Care Reimbursement Accounts and Employee Assistance Programs.

## **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. The City 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, the City 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 JLMBC 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 of the 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. The City 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 5.8 of this MOU, the City shall continue to pay 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 5.8 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, Management, and the Department 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.

### **ARTICLE 5.5 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.

#### **C. Effective June 26, 2016, Management shall continue to maintain Basic and Supplemental Disability and Life Insurance Plans. Enrollment shall be at each Unit member's sole discretion and expense. Management shall no longer be responsible for contributing to the cost of these plans.**

### **ARTICLE 5.6 SICK LEAVE BENEFITS**

Sick leave benefits shall be administered pursuant to the City of Los Angeles Municipal Code Section 187.04 and the LAAC Sections 4.126, 4.126.2, and 4.128.

### **ARTICLE 5.7 FAMILY ILLNESS**

The City's present practice of allowances for leave for illness in the family will be continued during the term of this MOU, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed 12 days. Such practice of allowance for leave for illness in family shall be in accordance with LAAC Section 4.127.

## ARTICLE 5.8 FAMILY AND MEDICAL LEAVE

### A. Authorization for Leave

1. Notwithstanding any other provisions of this MOU or the LAAC 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 LAAC Section 4.127) 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 Division of the Personnel Department.
3. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not 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 1,250 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.
8. 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.
9. 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.
10. 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.

11. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

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

## **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 5.9 INJURED ON DUTY**

For a Unit member who is injured on duty, the City will provide a worker's compensation benefit equal to regular pay less his/her retirement contribution and all other voluntary payroll deductions, in accordance with State Labor Code Section 4850.

**ARTICLE 5.10      BEREAVEMENT LEAVE**

Bereavement leave shall be afforded to a Unit member and administered in accordance with LAAC Section 4.127.1.

**ARTICLE 5.11      FUNERAL EXPENSES**

The City shall expend a sum of money not to exceed \$30,000 for funeral expenses to the heirs of a Unit who dies while on active duty from injuries incurred while performing his/her job or who dies as a direct cause of such injuries. This amount includes any amount already available for this purpose in accordance with California State Labor Code Section 4701.

**ARTICLE 5.12      ASSIGNED VEHICLES**

The Department 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.

**ARTICLE 5.13      MILITARY LEAVE**

The City’s practices regarding military leave with pay will be administered in accordance with LAAC Section 4.123.

**ARTICLE 5.14      PROFESSIONAL/MANAGEMENT LEAVE**

The Association and the Department agree that each Unit 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 5.15      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 the Department 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.

**ARTICLE 5.16 COMMUNITY OUTREACH ALLOWANCE**

- A. During the term of this MOU and commencing in the fiscal year 2018-19, the Department will provide a cash payment of \$2,500 per fiscal year to each Unit member who is compensated for and is on active payroll status in pay period 11 of each fiscal year. This payment is intended to offset costs incurred by Unit members for purposes of community outreach and command-related expenditures.
- B. This payment will be made through an employee's regular paycheck issued for pay period 11 for that fiscal year.
- C. This allowance shall be a cash, non-pensionable amount and shall be taxed at the federal and state supplemental rates.

**ARTICLE 5.17 EXECUTIVE DEVELOPMENT FUND**

- A. During the term of this MOU and commencing in the fiscal year 2016-17, a sum of money in the amount of \$12,500 shall be appropriated to an Executive Development Fund to be used by Unit members for training and tuition expenses where no such funds are available in the Airport Police Division's regular annual budget.
- B. Prior to incurring expenses, Unit members shall acquire the Department's approval in writing. Management shall develop policies and procedures for the reimbursement process and, with the Union's input, shall develop categories of appropriate uses eligible for reimbursement.
- C. Funds for the purposes stated herein shall be appropriated annually.
- D. Funds shall be available only during the term of this MOU. Funding shall not be made available past the expiration date of this MOU, unless this Article is retained in a successor MOU.
- E. Funds will not carry over from one fiscal year to the next. Unused funds at the end of a fiscal year shall be returned to the Department's exclusive control.
- F. Management shall have the sole discretion on all final decisions about allowable reimbursements. The provisions of this Article shall not be grievable or arbitrable.

**SECTION 6.0            COMPENSATION**

**ARTICLE 6.1           SALARIES**

A.     The salary ranges shown in the Appendices attached hereto will become operative as follows:

<u>APPENDIX</u>	<u>OPERATIVE DATE</u>
A	June 24, 2018
B	November 11, 2018
C	July 7, 2019
D	July 4, 2021

B.     Effective on the first day of the first pay period after adoption of this MOU, an employee who promotes into this Unit shall be placed on step 6 of the applicable salary range of Airport Police Captain.

C.     Commencing June 21, 2020 (pay period 1 of FY2020-21) and ending June 18, 2021 (pay period 26 of FY2020-21), each bargaining unit member shall receive additional compensation in an amount equivalent to two percent of his/her regular base hourly rate. The additional compensation shall be paid biweekly, will be paid as cash and part of regular wages, will be paid as an "Adds to Rate", and will be non-pensionable.

**ARTICLE 6.2           SALARY STEP PLACEMENT AND ADVANCEMENT**

Salary step advancement shall be administered in accordance with LAAC Section 4.92.

**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



\_\_\_\_\_  
Latasha Wells Amerson  
President, APCOALA

04/09/19

Date

City of Los Angeles  
Management Representatives

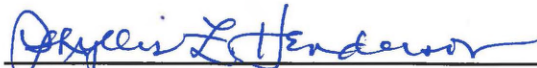


\_\_\_\_\_  
Richard H. Llewellyn, Jr.  
City Administrative Officer

4/11/19

Date

As to form:



\_\_\_\_\_  
City Attorney's Office

4/10/2019

Date

**MOU 40**  
**Salary Appendix A**  
**Operative on June 24, 2018**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3228-0	Airport Police Captain	6828	1	\$ 142,568	6	\$ 187,001

**MOU 40**

**Salary Appendix B**

**Operative on November 11, 2018**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3228-0	Airport Police Captain	6970	1	\$ 145,533	6	\$ 190,884

**MOU 40**  
**Salary Appendix C**  
**Operative on July 7, 2019**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3228-0	Airport Police Captain	7110	1	\$ 148,456	6	\$ 194,747

**MOU 40**  
**Salary Appendix D**  
**Operative on July 4, 2021**

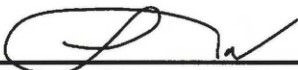
<b>CLASS CODE</b>	<b>TITLE</b>	<b>RANGE</b>	<b>ANNUAL COMPENSATION</b>			
			<b>STARTING</b>		<b>MAXIMUM</b>	
			<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
3228-0	Airport Police Captain	7325	1	\$ 152,946	6	\$ 200,594

**LETTER OF INTENT**  
**MEMORANDUM OF UNDERSTANDING NO. 40**  
**AIRPORT SUPERVISORY PEACE OFFICERS UNIT**  
**BASE WAGE COMPENSATION**

If Management enters into another MOU subsequent to the signing of this MOU with a City of Los Angeles bargaining unit comprised exclusively of sworn police personnel who operate under PC 830.1 whereby the percentage of base wage increase for all classes in the other MOU is greater than the percentage of base wage increase for all classes in MOU 40 during the term of this MOU, upon request by the Association, Management and the Association agree to discuss the possibility of increasing base wages for all classes represented in MOU 40 equal to the difference in the percentage of base wage increase with the other MOU.

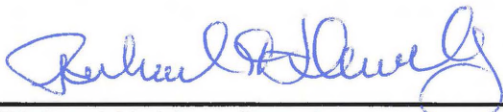
Discussions and the results therein about base wages adjustments outlined above in this Letter Of Intent shall not be subject to impasse proceedings nor shall they be grievable or arbitrable.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Latasha Wells Amerson  
President, APCOALA

04/09/19  
Date

FOR MANAGEMENT:

  
\_\_\_\_\_  
Richard H. Llewellyn, Jr.  
City Administrative Officer

4/10/19  
Date