MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE PARK RANGER REPRESENTATION UNIT
(MOU NO. 65)

This MEMORANDUM OF UNDERSTANDING made and entered into this _7th_ day of __January____, 2021.

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

THE LOS ANGELES AIRPORT PEACE OFFICERS ASSOCIATION

January 3, 2021 through June 18, 2022

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

A. On February 25, 2019, the Los Angeles Airport Peace Officers' Association ("Association") was certified by the Employee Relations Board ("ERB") as the certified representative of employees in the Park Ranger Unit ("Unit"). Accordingly, the City of Los Angeles ("City") 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 (Formal Recognition of Employee Organizations).

B. The term "employee" or "employees" as used herein shall refer only to an employee or employees employed by the City in one of the classifications listed in the salary appendices of this Memorandum of Understanding ("MOU"), as well as such classes that may be added hereafter by the ERB.

ARTICLE 1.2 PARTIES TO THIS MEMORANDUM OF UNDERSTANDING

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 LAAC section 4.870.a.(1), the authorized management representative of the Department of Recreation and Parks ("Department") as designated under LAAC section 4.870.a.(2), and the Association as the authorized representative of the Unit.

ARTICLE 1.3 IMPLEMENTATION OF THIS MOU

A. This MOU constitutes a joint recommendation of the Association, the Department, and Management and shall not be binding in whole or in part on the parties 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. Articles of this MOU that require resolutions, ordinances, or amendments to applicable codes 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 and Management mutually understand and agree that any mutually agreed to changes 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 and provisions.

D. The Association and Management mutually agree that this MOU may not be opened at any time during its term 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 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 January 3, 2021. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 18, 2022.

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

ARTICLE 1.6 CALENDAR FOR A SUCCESSOR MOU

Prior to the expiration of this MOU, the Association or Management shall call for meet and confer negotiations sessions to discuss a successor MOU. The Association and Management shall endeavor to conduct the first meet and confer session no later than 90 calendar days prior to the expiration of this MOU.

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 by the Mayor of the City of Los Angeles, City Council, Council Committees, and/or the Executive Director of the Department, neither the Association, the Department, nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or the Department General Manager, nor meet with the Mayor, members of the City Council, and/or the Department General Manager, to advocate any addition or

deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees, or the Department General Manager, nor meeting with individual members of the City Council or the Department General Manager to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

A. 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, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, the ERB, or similar independent commissions or boards of the City. If any part or provision of this MOU is found to be in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby.

B. If any term of provision of this MOU is found to be in conflict with any City, State, or Federal law, the Association and Management will meet as soon as possible to consider any revisions or amendments to this MOU that may be required.

ARTICLE 1.9 ACTIONS BY EMPLOYEE RELATIONS BOARD

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

ARTICLE 1.10 MANAGEMENT-ASSOCIATION MEETINGS

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

ARTICLE 1.11 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, City management has the exclusive right to: determine the mission of its constituent departments, offices, 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 because of 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. All management rights not specifically waived or addressed herein are retained by Management. However, the exercise of these rights by 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. 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 is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. As such, the obligation to maintain these public services is hereby imposed both upon the City and the Association.

B. Mutual Pledge of Accord

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

2. The purpose of this MOU is to promote and ensure harmonious relations, cooperation, and understanding between the City and the Unit members represented by the Association and 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

In consideration of the mutual desire of the Association, the Department, and Management to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike or other concerted action, including sympathy strikes, resulting in the withholding of service by the members during the term of this MOU. Should such a strike or concerted action by Association members occur, the Association shall immediately instruct its members to return to work. The parties mutually understand and agree that the City has the absolute right to impose discipline and, in that regard, shall have the right to take disciplinary

action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action. In the event of a strike or similar job action, any member who does not immediately report to work after receiving instruction to do so by the Association shall forfeit his/her rights under this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

SECTION 2.0 ASSOCIATION SECURITY/EMPLOYEE RELATIONS

ARTICLE 2.1 NON-DISCRIMINATION

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

ARTICLE 2.2 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, the Department shall, prior to the proposed implementation date, notify the 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 of the right of the Department to implement new written departmental working rules or make changes in such existing rules in cases of emergency. However, when new work rules or changes to existing work rules must be adopted immediately without prior notice to the Association, notice shall be given to the Association and an opportunity for consultation shall be made available to the Association at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules.

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

ARTICLE 2.3 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 City of Los Angeles 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. 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 or from the employee's place of employment, if occurring during normal work hours.

ARTICLE 2.4 WORK ACCESS

A. A representative authorized by the Association shall have access to City facilities or work sites during working hours for the purpose of (1) assisting bargaining Unit members with addressing grievances when such Association assistance is requested by the Unit member or (2) investigating matters related to the application of the provisions of this MOU. The Association representative shall request authorization for such visit by contacting a designated Department representative. In the event immediate access cannot be authorized, the Department representative shall inform the Association representative as to the earliest time when access can be granted.

B. The Association shall provide the Department and Management a written list of its authorized Association representatives, which shall be kept current by the Association.

C. This Article shall not be construed as a limitation on the power of the Department to restrict access to areas designated as secure or confidential.

ARTICLE 2.5 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. The parties mutually agree 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 BULLETIN BOARDS

The Department shall provide a bulletin board or reasonable dedicated space at each work location for use by the Association. All official Association communications 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 2.7 AGENCY SHOP

A. Fees and Dues

1. Each permanent employee in this Unit (who is not on a leave of absence) may become a dues paying member of this Unit. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Office of the Controller. For the purpose of this provision, a permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment.

2. Notwithstanding any provisions of LAAC Section 4.203 (Authorization For Certain Deductions), during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Association will not be accepted by the City Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.

3. The Association and Management shall jointly notify all members of the Unit that they are eligible for membership in the Association and that upon providing the Association consent, dues amounts will be automatically deducted from their paychecks. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. Management Responsibilities

1. The City Controller shall cause the amount of the fees or dues to be deducted from 24 biweekly payroll checks of each employee in this Unit as specified by the Association under the terms contained herein. "Dues" shall be the result of voluntary consent in the form of a signed authorization that will be maintained by the Association.

   a. Remittance of the aggregate amount of all dues, fees, and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Office of the City Controller within 30 working days after the conclusion of the month in which said dues, fees, and/or deductions were deducted.

   b. A fee of nine cents 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 in 24 payroll periods in a fiscal year.

2. The City Controller shall also apply this provision to every permanent employee who voluntarily becomes a member of this Unit within 60 calendar days of reassignment or transfer.

   a. The City is authorized to deduct from each Unit member membership dues. This deduction will be computed at the rate of one and one-half percent (1.5%) of an Airport Police Officer II's (class code 3225- 2) highest step of the salary range prescribed for that class, rounded off to the nearest tenth of a dollar.

   b. When the City Controller receives notice from the Association to change the deduction percentage rate, the City Controller is hereby authorized to change said deduction automatically in the next practical pay period following such notice.

   c. The authorization to deduct dues shall remain in effect until written notice of cancellation is given by the Association to the City Controller's Office on the appropriate form provided by the City Controller for this purpose.

3. Management will provide the Association with the name, home address, and employee identification number of each permanent employee.

4. The City Controller shall notify the Association within 60 calendar days of any employee who, because of a change in employment status, ceases to be a Unit member no longer is subject to the provisions of this Article.

C. Association Responsibilities

1. The Association is responsible for submitting to the City Controller the agreed upon dues authorization notification and any changes in the amounts to be deducted from the employees' pay checks.

2. The Association certifies to the City that it has adopted, implemented, and will maintain constitutionally acceptable procedures to enable bargaining Unit members to cancel their membership.

3. The Association certifies that it has and will maintain individual employee authorizations, but shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about existence or terms of the authorization. The Association shall indemnify and hold harmless the City for any claims made by a bargaining Unit member for deductions made in reliance on that certification.

ARTICLE 2.8 UNIT INFORMATION

Upon adoption of this MOU, the Department will provide the Association access to a list of information for each bargaining Unit employee, including first and last name, employee identification number, social security number, address, class title, class code, membership status, date of birth, and date of hire. All information shall be provided to the Association electronically in a file format or through a readily accessible database. The means of provision and the substance of the requisite information may be changed by mutual agreement.

ARTICLE 2.9 UNION RELEASE TIME

During the term of this MOU, the Department will permit up to a maximum of 220 hours per fiscal year of time off for Association Directors to participate in employee organization representation activities, subject to the following:

1. Time off is requested with seventy-two hours' notice to the Department.

2. The Department approves.

3. A minimum four hours of time must be taken per request for release time occurrence.

4. Minimum staffing is not impacted.

The Association will reimburse the City at the rate of $40.00 per hour for all Unit members who are granted release time in accordance with the provisions of this Article.

The Department will bill the Association no later than October 15th, January 15th, April 15th, and July 15th of each contract year for actual time used, and the Association will reimburse the Department no later than 30th of each month of each of the months listed above.

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, or departmental rules and regulations governing personnel practices or working conditions applicable to Unit employees. The parties agree that the following shall not be subject to the grievance procedure:

A. An impasse in meeting and conferring upon the terms of a proposed MOU.

B. Any matter for which an administrative remedy is provided before the Civil Service Commission.

C. Any issue that the parties agree to refer to another administrative resolution process.

D. Assignment and scheduling of hours and personnel for intermittent and half-time employees, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

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 ERB, the employee must elect to pursue the matter under either the grievance procedure, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

B. GRIEVANCE PROCESS RIGHTS

No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.

C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as enumerated in Article 5.3, Holiday Premium Pay.

The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and Management may jointly waive one level of review from this grievance procedure.

D. MEDIATION

1. At any step following the Informal Discussion in the grievance process, the Union or Management may request mediation, by letter to the department's personnel officer or designated union representative. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the ERB appoint a mediator. 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 Union and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by Union and Management.

2. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

3. If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

4. Notwithstanding the above, and ERO Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.

5. If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

E. EXPEDITED ISSUES

To resolve issues at the appropriate level, the following issues will be automatically waived to the General Manager level of the grievance process.

1. Suspensions without pay
2. Allegations of failure to accommodate medical restrictions
3. Allegations of retaliation
4. Whistleblower complaints

Additional issues may be waived to the General Manager level upon mutual agreement of the Union and Management.

GRIEVANCE PROCESS

STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

A. The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.

B. The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. If the issue is not resolved at this step, the immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the union of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

STEP 2 GRIEVANCE INITIATION (FORMAL)

A. If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor (or another member of Management if the immediate supervisor is not available within the ten day filing period), who will accept it on behalf of Management and immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the employee.

B. The manager, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

STEP 3 GRIEVANCE APPEAL

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the General Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The General Manager or designee shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

STEP 4 ARBITRATION

A. If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within thirty (20) business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Union to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

B. If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the ERB, within ten (10) business days following receipt of said list. Failure of the Union to notify the ERB of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.

C. 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 ERB, 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 party incurring same.

D. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.

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

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Union may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees, upon their consent if needed.

PROCEDURE:

STEP 1 GROUP GRIEVANCE INITIATION (FORMAL)

A. The Union shall file the grievance in writing with the General Manager, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.

B. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the CAO of the receipt of the grievance. The General Manager, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The General Manager, or designee, may include department managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the union. The General Manager, or designee, shall prepare a written response within twenty (20) business days of the meeting.

STEP 2 GROUP GRIEVANCE APPEAL

If the grievance is not settled at Step 1, or by the Police Commission in the Police Department, the Union may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

SECTION 4.0 ON THE JOB

ARTICLE 4.1 PERSONNEL FOLDERS

A. An employee shall be entitled to review the contents of his/her departmental personnel folder at reasonable intervals, upon request, during hours when the office in which records are housed is open for business. Such review shall not interfere with the normal business of the Department.

B. No disciplinary document shall be placed in an employee's departmental personnel folder without first providing the employee with a copy of the document.

C. A "Notice to Correct Deficiencies" shall be sealed by the Department upon the request of an affected employee if he/she has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed that resulted in written corrective counseling or other management action for a period of one year from the date the most recent, related notice was issued or management action taken.

ARTICLE 4.2 SAFETY

A. Safety clothing and devices provided by the Department shall continue to be provided, as long as the need exists. The Association will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible.

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

1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or

2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability; or,

3. Promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the second level of supervision to correct.

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

ARTICLE 4.3 A DRUG-FREE WORK PLACE

A. The responsibilities inherent in the law enforcement profession require officers to undergo strict physical and psychological evaluations. Thorough pre-employment investigations into every facet of a peace officer applicant's background are conducted to ensure that the candidate's profile is of an individual worthy of the public's trust. Once employed, individuals who fail to abide by the Law Enforcement Code of Ethics will be disciplined or even terminated when appropriate. All Unit members must be willing to accept a random drug test program as a test in which the employee is held to a higher standard than others in society.

B. An employee who voluntarily apprises the Department of an addiction or other drug use-related problem caused by either a valid prescription prescribed for the employee (excluding marijuana) or over-the-counter medication will be allowed to become involved in a rehabilitation program. Assistance is available through most City health plans, including the City's Employee Assistance Program. The Department will take the necessary steps to ensure that this disclosure and participation in rehabilitation by the employee is kept confidential. The Department will cooperate with the employee's participation in rehabilitation by allowing the employee to utilize sick leave or other available discretionary leave (i.e., accrued time off or vacation) as necessary.

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

1. On his or her own initiative;

2. At a point in time not in conjunction with a drug test and when no administrative investigation has been initiated by the Department concerning the employee's use of prescription or over-the-counter medication; and,

3. If no acts or omissions by the employee and related to the use of prescription or over-the-counter medication involves any criminality on the part of the employee.

D. During the term of this MOU, the Association and Management agree to negotiate a Substance Abuse Testing Program which shall apply to all Unit members.

ARTICLE 4.4 HOURS OF WORK – WORK PERIODS

A. Notwithstanding the provisions of LAAC sections 4.108 (Hours of Work – FLSA Non-Exempt Employees) and 4.113 (Overtime – FLSA Non-Exempt Employees), the Department may, at its sole discretion, assign any Unit member who is assigned to a law enforcement function to work a 5/40, 4/10, or 3/12 work schedule.

B. An employee shall be in actual attendance on duty a minimum of eight hours every day he/she is assigned to work. A regular full-time employee shall work a total of 160 hours in each 28 workday deployment period.

C. Under normal circumstances, work schedules shall be posted seven calendar days before the start of the work schedule.

D. Generally, shift rotation shall coincide with the beginning of a deployment period.

E. Modification of Watch Hours

1. The below provisions regarding working hours do not preclude the Department from adopting different scheduling if workload or emerging crime problems mandate such adjustments, provided the adjustments are within the hours as specified herein. In preparing a work schedule, the Department may assign employees to work hours other than the employees' regular watch hours for prescheduled events such as training, special events, community meetings, and administrative meetings.

2. Following the posting of the work schedule:

   a. If the Chief Park Ranger or his/her designee determines a necessity to adjust an employee's scheduled days off, the employee shall have the option to work the assignment on an overtime basis or adjust his/her work schedule. Any adjustment of scheduled days off or requested by the employee is subject to Department approval.

   b. The Department may temporarily adjust an employee's start of watch, either earlier or later, by up to three hours unless the Department and the employee mutually agree to a greater adjustment.

3. When an employee is assigned to temporarily work a shift of fewer hours than his or her regular scheduled shift (such as being assigned to training), the employee shall consult with their Watch Commander or Unit Officer-In-Charge, and depending on the operational needs, the remaining time shall be spent completing other Department-related duties. If approved by the Watch Commander or Officer-In-Charge, the employee may utilize

compensatory time off (CTO) or vacation hours in lieu of working the remaining hours of the assigned workday.

F. During the term of this MOU, there shall be a policy of "No Unpaid Code 7", meaning that an employee in this Unit shall not be required to schedule an unpaid meal break during a regular work shift. Assigned shifts may be extended by order of the Chief Park Ranger for an additional period (Unpaid Code 7 or rest period) not to exceed 45 minutes for entities having an established roll call and training period or 30 minutes for entities that do not have an established roll call and training period.

G. If the Chief Park Ranger exercises the option to extend a work shift up to 45 minutes, overtime shall not include and no compensation shall be granted for the additional period of 45-minute or less unless such period is interrupted or missed because an employee is required to and does respond to an emergency call for service or the employee does not have an opportunity to take the unpaid time off. In order to receive "No Code 7" overtime or a portion thereof, an employee must have notified his/her supervisor of the inability to take the "No Code 7" time more than one hour prior to the end of his/her shift and have received approval for such overtime. Supervisors are obligated to make every effort to afford employees an opportunity to take an Unpaid Code 7 in the event that one is implemented.

ARTICLE 4.5 OVERTIME

A. A Section 7(k) work period exemption under the Fair Labor Standards Act (FLSA) 29 United States Code (U.S.C.) §207(k) is hereby continued for all employees in this Unit.

B. Distribution of Overtime

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

C. Rate and Methods of Compensation

Compensation for overtime worked by employees in classifications listed in the Appendices herein shall be for all hours worked in excess of 160 hours in a 28-day deployment period including all absences with pay authorized by law. Compensation for these employees shall be in cash or time off (compensatory time off) at the rate of one and one-half (1½) the employee's regular (permanent) rate of pay. The method of compensation, either cash or compensatory time off (CTO), shall be at the discretion of the Department. CTO must be approved in advance by the Department. Accumulation of CTO shall not exceed 120 hours per employee. At any time, the Department may direct that any CTO be paid in cash.

A Unit member may request to receive cash in exchange for accumulated CTO at any time and the approval of such requests are at the sole discretion of the Department.

ARTICLE 4.6 CALL BACK PAY

A. Whenever a Unit member is ordered to return to duty following the termination of his or her work shift and departure from his/her work location, the Department shall pay the Unit member a minimum payment equivalent to four hours at his/her overtime rate of pay. If the Unit member is required to remain on duty beyond the minimum four-hour time period during which pay is guaranteed to complete his/her assignment, the Unit member shall be paid on a time-worked basis at his/her overtime rate.

B. For example, if a Unit member is called back to duty and given an assignment that takes three and one-half hours to complete, he/she shall be paid four hours of overtime compensation. If a Unit member is called back to duty and given an assignment that takes four and one-half hours to complete, he/she shall be paid four and one-half hours of overtime compensation.

ARTICLE 4.7 SUBPOENAED AS A WITNESS

When a Unit member is subpoenaed as a witness by a court of competent jurisdiction, he/she shall be compensated in accordance with LAAC Section 4.111.1 (Payment of Salary When Subpoenaed as a Witness).

ARTICLE 4.8 COMPENSATION FOR COURT APPEARANCES

A. The following provisions shall apply only for the payment of overtime for court appearances for Unit members outside of their normal duty hours.

B. Basic Compensation

1. A Unit member, at his/her option, may report to court when subpoenaed or remain on-call. If electing to appear in court, the employee must notify his/her supervisor no later than one administrative day prior to the scheduled court appearance. An employee who decides to remain on-call must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. An employee who appears in court more than an hour after having been notified shall void his/her right to on-call compensation. An employee need not remain at home but must be available for telephonic notification at a location where the supervisor knows the employee is reachable.

2. An off-duty employee shall receive a minimum of four hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.

3. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four hour minimum as provided for in B.1. above, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.

4. An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.

C. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive a minimum of four hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear for each case for a total of eight hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four hours.

D. Exceptions to the Four Hour Minimum

1. Court appearances or on-call status commencing four hours or less **before** the employee's regularly assigned shift begins will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.

2. Court appearances commencing four hours or less **during** or **after** the employee's regularly assigned shift ends will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.

3. Compensation for on call status shall not exceed four hours.

ARTICLE 4.9 DMV TELEPHONIC HEARING

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

1. On Duty

An employee subpoenaed for a DMV Telephonic Hearing scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the appointed time.

2. Off Duty

a. An employee subpoenaed for a DMV Telephonic Hearing scheduled at a time when the employee is off duty may utilize a Department or a private telephone to call the DMV at the appointed time.

b. An employee participating in a DMV Telephonic Hearing shall be entitled to a minimum of two and one-half (2½) hours of overtime compensation and hour-per-hour overtime compensation thereafter for actual participation in the hearing, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.

c. There shall be no on-call compensation for DMV Telephonic Hearings.

d. An employee may not receive overtime compensation for a DMV Telephonic Hearing in conjunction with any other type of court overtime compensation, unless the time spent in the DMV Telephonic Hearing extends beyond the other compensated time. An employee participating in a DMV Telephonic Hearing while on call or while actually in court shall only be entitled to the overtime compensation afforded by these activities. The exception to this rule is when the DMV Hearing extends past the time when the overtime compensation for the other court activity ceases. In such cases the employee shall be entitled to hour-for-hour overtime compensation for the actual time spent past the close of the other court activity.

e. An employee who utilizes a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be entitled to overtime compensation for travel time spent reaching that telephone.

f. Overtime shall be compensated in accordance with applicable provisions of this MOU.

ARTICLE 4.10 UNIFORM AND EQUIPMENT 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 in pay period 11 of each year. This payment will be made through an employee's regular paycheck as part of the pay check issued for pay period 11 for a fiscal year. An employee who retires, terminates, or otherwise permanently separates from the Department and/or the City prior to pay period 11 shall be ineligible to receive this cash payment.

C. This annual uniform allowance will not be paid to any Park Ranger graduating from a Police Academy during the calendar year in which the uniform allowance is to be paid. Employees may only receive one uniform allowance in each fiscal year. An employee transferring or promoting into this Unit shall receive only one uniform payment per year under the terms of the employee's former MOU.

D. This allowance shall be a non-pensionable, cash payment and not part of wages. This payment is subject to applicable supplemental state and federal taxation rates.

E. Replacement of uniforms and personal property issued by the Department shall be in accordance with departmental manual sections on reimbursement for lost or damaged property.

ARTICLE 4.11 RAIN AND SAFETY GEAR

The Department shall provide standard law enforcement rain and safety gear for Unit members who are required to work outside in inclement weather. The Department shall replace such gear when the Department determines that it is no longer serviceable.

ARTICLE 4.12 BILINGUAL DIFFERENTIAL

During the term of this MOU, any qualified bargaining Unit member who is required to use a language other than English will be compensated in accordance with LAAC Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills).

ARTICLE 4.13 SIGN LANGUAGE PREMIUM

During the term of this MOU, any qualified bargaining Unit member who is requested by the Communications Assistance Center to employ sign language in the course of their work shall be compensated in accordance with LAAC Section 4.84.1 (Premium Pay for Persons Possessing Sign Language Skills).

ARTICLE 4.14 MILEAGE

An employee shall be reimbursed for using his/her personal vehicle in the performance of his/her duties when so authorized in accordance with LAAC Section 4.230 (Reimbursement).

SECTION 5.0 BENEFITS

ARTICLE 5.1 RETIREMENT BENEFITS

A. Benefits

1. Effective July 1, 2011, for all Tier I employees regardless of their date of hire, the Tier I retirement formula and a flat-rated employee retirement contribution of seven percent (7%) was implemented and shall be continued. The employee retirement contribution rate shall return to six percent (6%) in accordance with the Early Retirement Incentive Program (ERIP) agreement dated October 26, 2009 and LAAC Section 4.1033, which provides that this seven percent (7%) employee retirement contribution will continue until June 30, 2026 or until the ERIP cost obligation is fully paid, whichever comes first.

2. For employees hired on or after the date of adoption of the Ordinance implementing LACERS Tier 3, the retirement formula for LACERS Tier 3 and a flat-rated employee retirement contribution of seven percent (7%) shall be continued during the term of the MOU.

B. Retiree Health Benefits

1. There is currently in effect a retiree health benefit program for retired members of LACERS under LAAC Division 4, Chapter 11. All covered employees who are members of LACERS, regardless of retirement tier, shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits as provided by this program. The retiree health benefit available under this program is a vested benefit for all covered employees who make this contribution, including employees enrolled in LACERS Tier 3.

2. With regard to LACERS Tier 1, as provided by LAAC Section 4.1111, the monthly Maximum Medical Plan Premium Subsidy, which represents the Kaiser 2-party non-Medicare Part A and Part B premium, is vested for all members who made the additional contributions authorized by LAAC Section 4.1003(c).

3. Additionally, with regard to Tier 1 members who made the additional contribution authorized by LAAC Section 4.1003(c), the maximum amount of the annual increase authorized in LAAC Section 4.1111(b) is a vested benefit that shall be granted by the LACERS Board.

4. With regard to LACERS Tier 3, the Implementing Ordinance shall provide that all Tier 3 members shall contribute to LACERS four percent (4%) of their pre-tax compensation earnable toward vested retiree health benefits,

and shall amend LAAC Division 4, Chapter 11 to provide the same vested benefits to all Tier 3 members as currently are provided to Tier 1 members who make the same four percent (4%) contribution to LACERS under the retiree health benefit program.

5. The entitlement to retiree health benefits under this provision shall be subject to the rules under LAAC Division 4, Chapter 11 in effect as of the effective date of this provision, and the rules that shall be placed into LAAC Division 4, Chapters 10 and 11, with regard to Tier 3, by the Implementing Ordinance.

6. As further provided herein, the amount of employee contributions is subject to bargaining in future MOU negotiations.

7. The vesting schedule for the Maximum Medical Plan Premium Subsidy for employees enrolled in LACERS Tier 1 and LACERS Tier 3 shall be the same.

8. Employees whose Health Service Credit, as defined in LAAC Division 4, Chapter 11, is based on periods of part-time and less than full-time employment, shall receive full, rather than prorated, Health Service Credit for periods of service. The monthly retiree medical subsidy amount to which these employees are entitled shall be prorated based on the extent to which their service credit is prorated due to their less than full time status.

ARTICLE 5.2 VACATIONS

A. On January 1 of each calendar year, vacation time accrued during the previous year shall be credited to each employee based on his/her years of service as described below. An employee's vacation accrual anniversary date shall be based upon the date upon which an employee (1) graduates from the police academy and promotes to a Park Ranger (class code 1966-F), thereby entering the Park Ranger field probation period, or (2) joins the Recreation and Parks Department as a Park Ranger through a Charter Section 1014 transfer or promotion form another City classification, in which case the employee's anniversary date shall be the same as the employee's vacation anniversary date held in his or her previous class.

B. A Unit member who is undergoing training in the Police Academy as a Park Ranger (class code 1966-A) shall not be entitled to nor credited with vacation time for the full duration of his or her academy training.

C. A Park Ranger who has graduated from the Police Academy and is undergoing field training during a probationary period shall accrue 10 hours of vacation at the end of the first month of City service as described above and 10 hours at the end of each month thereafter until January 1st of the next calendar year.

D. Until the completion of two years of service as a Park Ranger or Senior Park Ranger in the aggregate, each Unit member shall be entitled to 120 vacation hours credited annually on January 1st.

E. After the completion of two years and until the completion of 10 years of service as a Park Ranger or Senior Park Ranger in the aggregate, each employee shall be entitled to 128 vacation hours credited annually on January 1st.

F. After the completion of 10 years and until the completion of 30 years of service as Park Ranger or Senior Park Ranger in the aggregate, each employee shall be entitled to 192 vacation hours credited annually on January 1st.

G. After the completion of 30 years of service as a Park Ranger or Senior Park Ranger in the aggregate, each employee shall be entitled to 200 vacation hours credited annually on January 1st.

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 1st of each calendar year. This 104 hours is provided in lieu of holiday time off.

I. The following table illustrates vacation accrual benefits.

PARK RANGER AND SENIOR PARK RANGER VACATION BENEFITS			
Years of Service Completed	Number of Annual Hours Distributed on January 1st		
	Hours of Vacation Based on Years of Service	Additional Vacation hours in Lieu of Holiday Time Off	Total
<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 no 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 immediately prior to being employed as a Park Ranger or Senior Park Ranger who 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 Department of recreation and Parks records and shall advise employees on their paycheck or pay advice of their balance biweekly.

ARTICLE 5.3 HOLIDAY PREMIUM PAY

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

1. New Year's Day (January 1st)
2. Easter Sunday
3. Memorial Day (last Monday in May)
4. Independence Day (July 4th)
5. Labor Day (first Monday in September)
6. Veteran's Day (November 11th)
7. Thanksgiving Day (fourth Thursday in November)
8. Christmas Eve (December 24th)
9. Christmas Day (December 25th)
10. New Year's Eve (December 31st)

B. Time-and-one-half premium pay shall be submitted as straight time equal to one half of the actual hours worked during a shift that occurs on a holiday listed above. For example, an employee assigned to an 8-hour shift will receive premium pay of 4 hours; an employee assigned to a 10-hour shift will receive premium pay of 5

hours. Premium pay shall not apply to overtime hours worked in excess of hours worked in a regular work shift. Employees called out or scheduled to work on an overtime basis during a shift specified for premium compensation are entitled to premium compensation in addition to the overtime compensation.

C. Notwithstanding the above paragraphs, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the City Council, the Department is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day(s) off authorized and granted each employee under the provisions of this MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and the City Council or on any subsequent day at the discretion of the Department.

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 ("Flex Program") and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee (JLMBC), approved by the City Council, and implemented by the Personnel Department. Use of the word "civilian" in regards to employee benefit packages is for convenience of reference. Such language does not impact peace officer authority or standing granted to Unit members under Federal, State, or local laws.

B. The sections below are intended to reflect the Flex Program approved on July 17, 1996. If there are any discrepancies between the benefits described herein and the Flex Program approved by the City Council, 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 JLMBC, approved by the City Council, and administered by the Personnel Department in accordance with LAAC Section 4.303.

B. During the term of this MOU, the City agrees to continue to contribute for each full-time employee a monthly subsidy equal to the cost of his/her medical plan but not to exceed the Kaiser Permanente Family rate.

C. The City will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's qualified dependents named under the plan.

D. 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. 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.

E. Employees who transfer from full-time to half-time status under Family and Medical Leave provisions contained herein 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.

F. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans.

G. In the event that a Unit member is enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, the Unit member shall pay the difference between the cost of his/her monthly health care premium and the City's maximum monthly health care subsidy on a biweekly basis.

H. Unit members shall continue to pay 10% of the City's monthly health care premium (deducted on a biweekly basis) when the amount of his/her monthly health care premium for the health care plan in which he/she is enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy. This contribution shall cease with the calendar 2022 plan year for employee benefits.

I. In the event that a Unit member is enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, such Unit member shall continue to pay on a biweekly basis the total of the difference between the 37 MOU 30 2018 - 2022 cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus 10% of the City's maximum monthly health care subsidy (deducted on a biweekly basis). This contribution shall cease with the calendar 2022 plan year for employee benefits.

Section II – Dental Plans

A. The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department in accordance with LAAC Section 4.303, upon the recommendation of the JLMBC and approval of the City Council.

B. The City will expend for full-time employees in the classifications represented in this MOU 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. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

Section III – Inclusion of Domestic Partner as a Dependent

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

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 enrollment period, employees who have not already done so may enroll themselves and, at their option, their eligible dependents in the City-sponsored health and dental plans. During this period, employees may also change their coverage options or activate new coverage options. Employees who fail to enroll during this open period will be ineligible to participate in City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department. Enrolled employees who do not wish to change coverage options or activate new coverage options are not required to re-enroll during the open enrollment period except for those participating in the Dependent Care Reimbursement Account or the Health Savings Account programs.

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

C. The City will retain all duties and responsibilities it has had for the administration of the City's Flex Program.

Section V – Subsidy During Family and Medical Leave

For an employee who is on family leave or medical leave under the provisions of Article 5.6 herein, the City shall continue to pay its 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 5.6 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 pay periods. While an employee is on a Pregnancy Disability Leave (up to four months), the City shall continue to pay its subsidies described herein for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

Section VI – Benefit Protection Plan

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex Program disability insurance carrier, the City shall continue to pay its 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 Program 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 SICK LEAVE BENEFITS

Management's present practices with regard to allowances for sick leave will be continued during the term of this MOU. Such practices of allowance for sick leave shall be in accordance with LAAC Sections 4.126 (Allowance for Sick Leave), 4.126.2 (Allowance for Leave for Pregnancy), and 4.128 (Method of Reporting Sick Leave).

ARTICLE 5.6 FAMILY ILLNESS

Management'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 15 days except as provided in Article 5.7. Such practice of allowance for leave for illness in family shall be in accordance with LAAC Section 4.127 (Allowance for Leave for Illness in Family).

ARTICLE 5.7 FAMILY AND MEDICAL LEAVE

A. AUTHORIZATION FOR LEAVE

1. During the term of this MOU, up to four (4) months (nine [9] pay periods [720 hours]) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 5.6, Family Illness), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

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

3. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods [720 hours]) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each employee taking such leave. The succeeding 12-

month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

4. Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods [720 hours]) for childbirth disability and up to an additional four (4) months (nine [9] pay periods [720 hours]) for purposes of bonding. (See Section D. of this Article.)

B. DEFINITIONS

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act (FMLA) and the California Family Rights Act.

1. Spouse means a husband or wife as defined or recognized under State law for purposes of marriage in this State.

2. Domestic partner means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.

3. Parent means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are in loco parentis include those with day-to-day responsibilities to care for or financially support a child, or in the case of a parent 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 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 in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.

   Exception: In accordance with Pregnancy Disability Leave (PDL) under the California Fair Employment and 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 [720 hours]) of leave if disabled due to pregnancy.

2. a. Parents (including those who are domestic partners) who both work for the City may each individually 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.

   b. 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.

   c. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the other City employee 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.

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

D. CONDITIONS

1. Pregnancy

   a. The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

   b. In accordance with PDL under the FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods [720 hours]) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one (1) year of the child's birth.

   c. Employees (each parent individually) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four (4) months (nine [9] pay periods [720 hours]) and must be concluded within one (1) year of the child's birth. Whereas

bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under Subsection D. 2 "Adoption." (The administration of such leave shall be in accordance with Sections C. 2. and D. 6 of this Article.)

2. Adoption - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.

3. Family Illness - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.

4. Employee's Own Illness - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.

5. Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

   a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or

   b. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or

   c. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or

   d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

   e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three (3) consecutive days if left untreated; or

   f. Any period of incapacity due to pregnancy or for prenatal care.

6. Continuous, Intermittent, and Reduced Work Schedule Leave - All leave granted under this Article shall normally be for a continuous period of time for each incident.

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

b. In accordance with the California Family Rights Act, 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 the California Family Rights Act, the basic minimum duration of bonding leave is two (2) weeks, and on any two (2) occasions an employee is entitled to such bonding leave for a time period of two (2) 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 (1) year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.

8. A personal leave beyond the four (4) month (nine [9] pay periods [720 hours]) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

9. An employee receiving temporary 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 or medical leave, effective the first day of the employee's absence.

10. Management has the right to 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 the employee 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 thirty (30) days' notice. However, if the leave must begin in less than thirty (30) days, the employee must provide as much advance notice as is practicable.

2. Management

In response to employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management may designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

F. APPLICABLE TIME OFF

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

1. Childbirth (Mother)

a. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.

b. For the non-disability portion of childbirth leave (before delivery or after bonding), accrued vacation available at the start of the leave shall be used prior to the use of time under c, d, e and f below.

c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

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

e. Unpaid leave.

f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (c above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) 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 used.

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

a. Annual family illness sick leave up to fifteen (15) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b below.

b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c, d, e and f below.

c. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

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

e. Unpaid leave.

f. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (c above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) 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 used.

3. Personal Medical Leave

a. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in c below.

b. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in c below.

c. Accrued vacation time.

d. Unpaid leave.

e. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (1 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay periods [720 hours]) 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 used.

G. SICK LEAVE RATE OF PAY

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

H. MONITORING

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

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

ARTICLE 5.8 BEREAVEMENT LEAVE

Bereavement leave shall be afforded to Unit members and administered in accordance with LAAC Section 4.127.1 (Allowances for Leave Because of Family Deaths).

ARTICLE 5.9 JURY SERVICE

Payment of salary to a Unit member when summoned to jury service shall be administered in accordance with LAAC Section 4.111 (Payment of Salary During Jury Service).

ARTICLE 5.10 FUNERAL EXPENSES

The City shall expend a sum of money not to exceed $30,000 for funeral expenses to the heirs of any Unit member 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 5.11 TIME OFF TO DONATE BLOOD OR BONE MARROW

Any Unit member may take time off with pay to donate blood or bone marrow in accordance with LAAC Section 4.118 (Time Off to Donate Blood or Bone Marrow). No overtime pay shall be allowed for off duty participation in blood and bone marrow drives.

ARTICLE 5.12 TEMPORARY DISABILITY: WORKERS' COMPENSATION

Management agrees to adhere to the City's policies with regard to the Citywide Temporary Modified Duty (Return to Work) Program.

Management agrees to continue providing Workers' Compensation benefits in accordance with LAAC Section 4.104, except that salary continuation payments during absences for temporary disabilities arising from job-related injuries or illnesses shall be in an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For the purposes of this article, take-home pay is defined as an employee's biweekly gross salary rate less the mandatory deductions for Federal and State income tax withholding, and employee retirement contributions. An employee may make adjustments in the amount of voluntary deductions while on temporary disability leave but cannot change the amount normally deducted for State and Federal income taxes.

ARTICLE 5.13 COMPENSATION FOR MEDICAL EXAMINATIONS

A. When duty-related follow-up medical examinations and treatment are scheduled by the employee during an employee's regular tour of duty, Management will grant on-duty time equal to the actual amount of time used and up to 30 minutes of total travel time for the purpose of obtaining such examination and treatment. Such time may be used for the actual examination, treatment or transportation to or from such appointment. As used herein, "medical examinations and treatment" shall mean examinations and/or treatment performed by, prescribed by or under the direct supervision of a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board).

B. Employees shall notify the Department of the dates and times of medical treatment and medical examination appointments prior to the appointment being made so the Department can determine if it is feasible to grant the employee on-duty time

for such appointment. Note: Failure to notify a supervisor of the dates and times of medical examinations and/or treatment prior to the arrangement of such an appointment may be grounds for considering the time spent at such appointment as being outside of regular working hours. When the Department or its agent requires and schedules a medical examination of the employee, the time, whether on or off duty, will be compensated at an hour-for-hour rate. The Department may require employees to furnish documentation prepared and authorized by the medical provider who administered the examination and/or treatment that indicates the date and time duration of the examination and/or treatment.

C. Compensation will not be paid for:

1. Medical examinations or treatment performed by someone other than a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board).

2. Medical examinations or treatment conducted while an employee is on injured-on-duty (IOD) status, Workers' Compensation status, sick leave, military leave, or unpaid leave. This includes the time required to obtain a return to duty certification from a City physician.

3. Medical examination or treatment while an employee is hospitalized.

4. Off-duty emergency medical examinations or treatment.

D. When an employee has made a claim that an illness or injury is duty-related and it has not yet been determined that it is duty-related, the employee shall follow the provisions and procedures as outlined in Paragraphs A and B above, except that all such medical examinations and/or treatment shall be off duty. All Overtime reports for such off-duty medical examinations and/or treatment shall be completed and processed as follows:

1. The employee shall include the below information in the "Description of Activity" portion of the Overtime Report, Form 2.24.

a. Name of the physician, practitioner or therapist conducting such examination and/or treatment.

b. Name of the supervisor notified of the date and time of the examination and/or treatment and the date and time of such notification.

c. "Pending IOD status" shall be written in the lower right-hand corner.

2. The employee shall submit the green copy of the Overtime Report for supervisory approval and retain the yellow copy.

3. Following approval, the green copy of the Overtime Report shall be submitted to the divisional timekeeper and shall be held until such time as a decision is made as to the concerned employee's IOD status. Once a decision is made as to the IOD status, the Overtime Reports shall be processed as follows:

   a. If it is determined that the employee's illness or injury is duty related, Overtime Reports submitted pursuant to Paragraph C.1. shall be processed and the employee compensated. Prior to the processing of such reports, the timekeeper shall add the Worker's Compensation number to each Overtime Report.

   b. If it is determined that the employee's illness or injury is not duty related, the timekeeper shall write "Denied IOD" and the date of notification of such duty status on all Overtime Reports completed pursuant to Paragraph C.1. The green copy of the Overtime Report shall be retained and no compensation shall be granted the employee.

4. Any of the following may be grounds for denial of compensation for such time in the event the illness or injury is determined to be duty-related:

   a. Failure to notify a supervisor of the dates and times of medical examinations and/or treatment prior to the date of such examinations and/or treatment; or,

   b. Failure to include the information specified in Paragraph 1 above; or,

Failure to complete the Overtime Report(s) pursuant to policies adopted by the Department.

ARTICLE 5.14 LEGAL DEFENSE COVERAGE

A. The City will forward $80.00 monthly to the Association for each Unit member who is on active payroll status for the purpose of contributing to the Association's legal defense fund payments.

B. The City Controller will establish such controls over the disbursement of funds, as they deem necessary.

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

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES

A. Salary ranges set forth in Appendix A through C will become operative as follows:

Appendix A	Operative Upon MOU Adoption
Appendix B	July 4, 2021

B. A Unit member who whose initial appointment to the City is in the classification of Park Ranger and who is undergoing training in the Police Academy during a temporary training class period as a Park Ranger shall be placed in the classification and pay grade of 1966-A for the full duration of his/her academy training.

C. A Unit member who graduates from the Police Academy and is undergoing a twelve-month field training during a probationary period as a Park Ranger shall, upon academy graduation, advance to the classification and pay grade of Park Ranger F (1966-F) for the full duration of the field probationary training.

D. Upon completion of his/her twelve-month field probationary training, a Unit member shall promote from the class and pay grade of Park Ranger F (1966-F) to the class and pay grade of Park Ranger (1966-0) and be placed on the appropriate salary step in accordance with LAAC Section 4.91(a)(1).

E. If a City employee is promoted or transferred to the class of Park Ranger (1966-0) from another class, the rules of LAAC 4.91 shall apply.

F. Advancements in salary shall be made automatically, step by step after each year of aggregate service in the class and pay grade to which the member is assigned, said advancements which shall crease when the member reaches the maximum step rate within the salary range negotiated for his/her class and pay grade.

G. A Unit member who promotes to a higher class or pay grade within the member's class to which he/she is appointed shall be advanced in accordance with LAAC 4.91.

H. If the member is entitled to an automatic salary step advancement pursuant to E. above in the same pay period as such promotion described in F. above, the automatic step advancement shall be considered to have occurred prior to such promotion.

I. Any Unit member reassigned to a lower pay grade within the class or position to which he/she was appointed shall receive the same compensation received by him/her prior to such reassignment, or be compensated at the top step of the range for the lowest pay grade, whichever is lower.

J. The Association and Management agree and understand that pay grades are designated by Department management based on the assigned duties of certain specialized units. A Unit member who is reassigned by management shall receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A Unit member who voluntarily moves from one position to a position in a lower pay grade shall receive the lower pay grade. Nothing in this section shall be construed to limit an officer's ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act (as contained in Government Code sections 3300 through 3313, inclusive).

K. From June 21, 2020 (pay period 1 of FY2020-21) through 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.

L. All pay, including biweekly salaries, bonuses, and special payments such as uniform allowances, shall be made by direct deposit to each Unit member hired on or after January 10, 2021. No physical, paper paychecks shall be issued unless the City Controller or the Department determines that issuing a physical, paper paycheck would avoid making an untimely payment to an employee or during exigent circumstances.

ARTICLE 6.2 LENGTH OF SERVICE PAY

A. Any member of this Unit shall be eligible for longevity pay based upon the aggregate number of years served as a Park Ranger working for the City of Los Angeles. Such longevity pay is subject to the following conditions.

B. Upon the certification to the City Controller by Department management that a member has completed the prescribed number of aggregate years of service as a Park Ranger and that such member's standard of service is satisfactory, such member shall receive the following compensation in addition to the biweekly salary prescribed for the class and pay grade.

1. Upon completion of ten years and until the completion of 15 years of aggregate service, a Unit member shall receive $100 biweekly.

2. Upon completion of 15 years and until the completion of 20 years of aggregate service, a Unit member shall receive an additional $200 biweekly.

3. Upon completion of 20 years of aggregate service, a Unit member shall receive an additional $300 biweekly.

C. A longevity bonus pay amount shall be treated as an "add to rate" and shall be pension based.

ARTICLE 6.3 POST CERTIFICATES

A. Any bargaining Unit member who successfully completes the requirement for and maintains an Intermediate POST certificate shall receive additional compensation equal to one percent of his/her regular base rate of pay.

B. Any bargaining Unit member who successfully completes the requirement for and maintains an Advanced POST certificate shall receive additional compensation equal to two percent of his/her regular base rate of pay.

C. Any Senior Park Ranger who successfully completes the requirement for and maintains a Supervisory POST Certificate shall receive additional compensation equal to two percent of his/her regular base rate of pay.

D. Any Senior Park Ranger who successfully completes the requirement for and maintains a Management or Records Management POST Certificate shall receive additional compensation equal to two percent of his/her regular base rate of pay.

E. If any POST certificate is earned after an employee's initial employment date with the City, additional compensation cited above shall be paid to the Unit member effective on the first day of the first full pay period after the date that is printed on the certificate of completion. If a POST certificate is possessed by an employee upon the employee's initial employment date with the City, the effective date of the additional compensation shall be the same as the initial appointment date to City service. In no case shall additional compensation paid for the possession of POST certificates be retroactive to predate the first day of employment.

F. Additional compensation issued for POST certificates in this section shall be paid as an "Adds to Rate" and shall be pensionable.

ARTICLE 6.4 FIELD TRAINING OFFICER

Whenever a Unit member employed as a Park Ranger is regularly assigned by the Department to perform Field Training Officer (FTO) duties, he/she shall receive compensation in the amount of $200 biweekly. The duration of each such designation shall be determined by Management. This FTO compensation shall be paid as an "Adds to Rate" and shall be pension based.

ARTICLE 6.5 ACTING PAY ASSIGNMENTS

A. Whenever the Department assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying

period of 15 consecutive working days in such assignment at his/her regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 15-day qualifying period by the length of the absence.

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

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

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

ARTICLE 6.6 OFF-DUTY STANDBY COMPENSATION

A. Notwithstanding any other provision of this MOU, any Senior Park Ranger who is assigned by the Chief Park Ranger or his/her designee to standby for off-duty hours will receive one hour of compensation at straight time for every six hours they are required to standby. The use of standby is based solely on operational needs and may be relinquished at any time.

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

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

D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual reports to the designated place of assignment and will terminate at the time when the employee is released from duty. Under no condition will time be allowed for travel.

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

FOR LAAPOA:

Marshall E. McClain,
President/CEO LAAPOA

01/05/2021
Date

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

1/7/21
Date

Approved as to Form and Legality:

City Attorney's Office

1/6/2021
Date

MOU 65

Salary Appendix A

Operative Upon MOU Adoption

			ANNUAL COMPENSATION			
			MINIMUM		MAXIMUM	
CLASS CODE	TITLE	RANGE	STEP	SALARY	STEP	SALARY
1966-0	Park Ranger	2982	1	$ 62,264	6	$ 81,683
1967-1	Senior Park Ranger I	3309	1	$ 69,092	6	$ 90,619
1967-2	Senior Park Ranger II	3659	1	$ 76,400	6	$ 100,182

MOU 65

Salary Appendix B

Operative on July 4, 2021

			ANNUAL COMPENSATION			
			MINIMUM		MAXIMUM	
CLASS CODE	TITLE	RANGE	STEP	SALARY	STEP	SALARY
1966-0	Park Ranger	3071	1	$ 64,122	6	$ 84,126
1967-1	Senior Park Ranger I	3407	1	$ 71,138	6	$ 93,334
1967-2	Senior Park Ranger II	3768	1	$ 78,676	6	$ 103,189

APPENDIX C – SALARY NOTES

Note 1 Engine/Water Tender Operator Pay

Any Unit member who is trained and certified as an Engine Operator or Water Tender Operator shall receive additional compensation of 5.5% above his/her corresponding step rate. The additional pay is regularly assigned "Adds to Rate" bonus and is pension based.

Note 2 Senior Lead Officer Pay

Any unit member assigned by Management to fill a position authority who is trained as a Senior Lead Officer shall receive additional compensation of 5.5% above his/her corresponding step rate. The additional pay is regularly assigned "Adds to Rate" bonus and is pension based. The number of position authorities designated to receive Senior Lead Officer pay shall be determined by the Department.

Note 3 Bulky Item Illegal Dumping Hazard Pay

Any Unit member assigned by Management to the Bulky Item Illegal Dumping (BIID) Team shall receive additional compensation of 5.5% above his/her corresponding step rate. The additional pay shall be a regularly assigned "Adds to Rate" bonus and is not pension based. The number of positions assigned to the BIID Team shall be determined by the Department.

Note 4 License and Certification Fees

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

- California DMV Class A Driver's License
- California DMV Class B Driver's License
- American Heart Association BLS Instructor (renewal only)

Unit members shall obtain Management's approval prior to obtaining and/or renewing the license and/or certification. To receive reimbursement, Unit members shall present to Management a valid proof of payment and a copy of the acquired license and/or certification.

APPENDIX D – TIME CONVERSION FOR WORK HOURS

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

Benefit Time Expressed in Days and Hours

Type of Time	Days	Hours
Family Illness Injured On Duty1 Preventative Medicine2 Sick Leave Suspension Vacation	1	8
Military Leave3	30	174
Bereavement Leave4		
Per occurrence	3	N/A
Requiring 1,500+ miles of travel	2	

1 The maximum number of hours in a fiscal year is 2,088.
2 Includes employee's family and is not in addition to sick leave. .
3 The maximum number of hours in a fiscal year is 174.
4 Bereavement Leave is counted in days, not hours, and must be used within 370 days from the day of death.

LETTER OF AGREEMENT

PARK RANGER UNIT – MOU NO. 65
CHANGE TO CONDITION OF EMPLOYMENT

If changes to the employment status of classifications represented in this bargaining Unit occur during the term of this MOU, the Association may request Management to discuss the impacts of those changes and related amendments to this MOU.

FOR LAAPOA:

Marshall E. McClain,
President/CEO LAAPOA

01/05/2021
Date

FOR THE CITY:

Richard H. Llewellyn, Jr.
City Administrative Officer

1/7/21
Date