

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

**THIS MEMORANDUM OF UNDERSTANDING**  
made and entered this 25th day of October, 2022.

**BY AND BETWEEN**

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

**AND THE**

**AIRPORT POLICE COMMAND OFFICERS ASSOCIATION OF LOS ANGELES**

**JUNE 24, 2022 THROUGH JUNE 27, 2026**

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## **SECTION 1.0            GENERAL PROVISIONS**

### **ARTICLE 1.1           RECOGNITION**

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

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

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

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

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

### **ARTICLE 1.4           FULL UNDERSTANDING**

- A.     The Association and Management acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this MOU constitutes the full and entire understanding of the parties regarding all such

demands and proposals. The parties mutually understand that agreements contained in any prior or existing MOU are hereby superseded or terminated.

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

#### **ARTICLE 1.5        TERM**

- A. The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, in accordance and conformance with implementation provisions of this MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 0000 hours on June 19, 2022. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 27, 2026.
- B. Notwithstanding the above, provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed, as long as the parties have met their obligations under the provisions of Article 1.6, Calendar for a Successor MOU, and are continuing to meet and confer in good faith.

#### **ARTICLE 1.6        CALENDAR FOR SUCCESSOR MOU**

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

#### **ARTICLE 1.7        OBLIGATION TO SUPPORT**

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

not preclude the parties from appearing before or communicating with the Mayor, City Council, Council Committees, or the department head, nor meeting with individual members of the City Council or department head to advocate or urge the adoption and approval of this Memorandum of Understanding.

#### **ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY**

The Association, the Department, and Management mutually understand and agree that this MOU is subject to all applicable Federal and State Laws, City ordinances and regulations enacted by the City Council and the City's Civil Service Commission, ERB or similar independent Commissions of the City. If any part or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State or City Charter, local laws, ordinances or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby.

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

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

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

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

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

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

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

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

## **ARTICLE 1.12 CITY-ASSOCIATION RELATIONSHIP**

### **A. Continuity of Service to the Public**

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

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

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

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

- 1. In consideration of the mutual desire of the Association, the Department, and Management to promote and ensure harmonious relations and in consideration of the above Mutual Pledge of Accord, City Management stipulates that there shall be no lockout, or the equivalent, of members of the Association. The Association and its members stipulate that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report immediately after Association instruction, they shall be deemed to have forfeited their rights under this Memorandum. The curtailing of operations by City Management



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

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

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

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

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

### **ARTICLE 2.2            EMPLOYMENT OPPORTUNITIES**

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

### **ARTICLE 2.3            WORK ACCESS**

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

## **ARTICLE 2.4           USE OF CITY FACILITIES**

- A.     The Association may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.
- B.     It is understood that if the use of a facility requires a fee for rental or special set up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

## **ARTICLE 2.5           BULLETIN BOARDS**

The Department agrees to provide a bulletin board or reasonable space at each work location which may be used by Association. All official communications from the Association shall be posted in the space provided. The Association shall clearly print a removal date on all posted materials. The Department shall have the right to remove any material that is believed to be inappropriate for placement in the workplace. The Department decision will be final and not subject to the enclosed grievance process.

## **ARTICLE 2.6           SERVICE FEES AND DUES**

- A.     During the term of this MOU, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Los Angeles City Controller ("City Controller") biweekly in 24 increments annually from the salary of each Unit member who files with the City Controller a written authorization that such deduction(s) be made.
- B.     Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of members covered hereunder shall be made to the Association by the City Controller within thirty working days after the conclusion of the month in which said dues and/or deductions were deducted.
- C.     A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.
- D.     Management will continue to comply with California Code, Government Code - GOV § 3558 by providing the Association with the name, job title, department, work location, home address, work, home, personal cellular telephone numbers, and personal email addresses on file with the Department at least every 120 days. Once the bargaining unit members personal information is provided to the Association, the Association will assume responsibility to properly secure it. The Association shall indemnify and hold harmless the City for any claims made by a bargaining Unit member for the loss, alleged improper use, or unauthorized release of their personal information.

- E. 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.

## **SECTION 3.0        GRIEVANCES**

### **ARTICLE 3.1        GRIEVANCE PROCEDURE**

#### **STATEMENT OF INTENT**

Management and the Association 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, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.
- E.     Any other subjects noted in other articles in 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 their right to process their 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 defined in Article 5.3, Holidays and Holiday 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 Association or Management may request mediation, by letter to the department’s personnel officer. 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 Association 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 Association 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, a grievance may be waived to the General Manager level upon mutual agreement of the Association 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 Association 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 (30) business days of the Step 3 meeting, the Association 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 Association 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 Association 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 advisory only.
- 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 Association 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 Association 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 Association 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 Association. 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, the Association may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

## **ARTICLE 3.2      GRIEVANCE REPRESENTATION**

- A. The Association may designate a reasonable number of Association members as grievance representatives and shall provide the Department and Management with a written list of employees who have been so designated and revised lists within thirty (30) calendar days of any changes in said designations. This representative may represent a grievant in the presentation of a grievance at all levels of the grievance procedure.

- B. An employee and their representative may have a reasonable amount of paid time off for the above-listed activities. However, a representative will receive paid time off only if they are the representative of record; is a member of the same Association as the employee, is employed by the same department; and, is employed within a reasonable distance from the work location of the employee.
- C. If a representative must leave their work location to represent an employee, they shall first obtain permission from their supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the representative will be informed when time can be made available. Such time will not be more than 48 hours, excluding scheduled days off and/or legal holidays, after the time of the Association Representative's request unless otherwise mutually agreed. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.
- D. Time spent on grievances outside of regular working hours of the grievant and/or their representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or their Association Representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

## **SECTION 4.0            ON THE JOB**

### **ARTICLE 4.1           PERSONNEL FOLDERS**

- A.     An employee shall be entitled to review the contents of their personnel folder at reasonable intervals, upon request, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the Department.
- B.     No adverse document may be placed in an employee's personnel folder without their review and a copy of the document presented to them for their records. The employee shall acknowledge that they have reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.
- C.     A "Notice to Correct Deficiencies" may be sealed by the Department upon the request of an affected employee if they have not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of two years from the date the most recent notice was issued or disciplinary action taken.

### **ARTICLE 4.2           SAFETY**

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

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

- A.     Whenever written Department work rules are established or changes are made to existing written Department work rules which affect conditions of employment, the Department shall, prior to the proposed implementation date, notify Association in writing and offer the opportunity for the Association to meet and consult with the Department on the changes.
- B.     Nothing contained in this Article shall be construed as a limitation on the right of the Department to implement new written Department work rules or make changes in such existing rules in cases of an emergency. Provided, however, that when such new work rules or changes to existing work rules, as the case may be, must be adopted immediately, without prior notice to Association, notice shall be given and the opportunity for consultation shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules, as may be the case.

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

#### **ARTICLE 4.4 SALARIED EMPLOYEES**

- A. Employees in this unit shall be treated as salaried employees, in accordance with the provisions of the Fair Labor Standards Act. Notwithstanding any LAAC section(s) and MOU provision(s) or other Department rules and regulations to the contrary, employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. Employees will be paid the predetermined salary for each biweekly period, as indicated in salary appendices of this MOU, and shall not receive overtime compensation. The appointing authority may grant time off for hours worked due to unusual situations.
- B. Employees shall not be subject to any deductions from salary or any leave banks for any absence from work less than a full work day. This provision applies to occasional partial day absences from work, which is authorized by the appropriate supervisor in accordance with Department policy. This provision does not apply to long term or recurring partial day absences that are authorized by the appropriate supervisor designated by the Department (e.g. intermittent leave/reduced work schedule for purposes of Family/Medical Leave).
- C. Employees shall not be subject to disciplinary suspension for less than a workweek (seven days; half of the biweekly pay) unless the discipline is based on serious violations of workplace conduct rules or a safety rule of major significance. Such disciplinary deductions may only be made in full day increments.

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

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

## **ARTICLE 4.6            HOURS OF WORK**

In each 28-day deployment period, every Unit member shall be scheduled to work a 4/10 or 9/80 work at the sole discretion of management. If management makes a change in the assigned work schedule for unit members, they will absent an operational necessity provide 30 days' notice to the Association. The decision on unit members' work assignments and hours of work are not subject to the grievance procedure as outlined in Section 3.0 of this MOU.

## **ARTICLE 4.7            A DRUG-FREE WORK PLACE**

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 police applicant's background are conducted to ensure that the candidate's profile is of an individual worthy of the public's trust. Once employed, those individuals who fail to abide by the Law Enforcement Code of Ethics are disciplined or even terminated when appropriate. All employees of the Police Department must be willing to accept a random drug test program as yet another test in which the police officer is held to a higher standard than others in society.

An employee who voluntarily apprises the Department of an addiction or other use-related problem caused by alcohol, gambling, 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 and the Employee Assistance Program (Article 6.14). The Department will take steps necessary 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.

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:

- On his or her own initiative;
- 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 addiction or use problem; and
- That no acts or omissions by the employee related to the addiction or use problem involves any criminality on the part of the employee.

## **SECTION 5.0        BENEFITS**

### **ARTICLE 5.1        RETIREMENT BENEFITS**

Provisions for retirement benefits are specified in Appendix D.

### **ARTICLE 5.2        VACATIONS**

- A.    Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the Airport Police Division, the desires of the employees, and seniority in grade of the employees represented herein.
- B.    In the event any employee is ordered to work by the Chief of Police or their designee during their prescheduled vacation, it shall be the employee's option to remain on vacation status and receive straight time in addition to vacation pay or return to regular duty status. In the event the employee returns to regular duty status, the Department is under no obligation to reschedule the vacation during the current calendar year but may do so, if it does not impact the ability to maintain adequate deployment.
- C.    For the term of this MOU, effective January 2023, eligible members will be allowed to cash out up to a maximum of 120 vacation hours. This cash out will occur once per calendar year during the term of this MOU. Eligible members requesting a cash out shall be paid within two pay periods of the request. Eligible members are those who have a minimum of 700 hours of accrued vacation time at the time of the request to cash out.
- D.    An employee's vacation accrual anniversary date shall be based upon the date upon which an employee is newly hired into City service, i.e., the employee's original hire date.
- E.    On January 1, 2021, and each January 1<sup>st</sup> thereafter, vacation time accrued during the previous year shall be credited to each employee based on their years of service as described below.
- F.    Until the completion of two years of City service in the aggregate, each Unit member shall be entitled to 120 hours of vacation annually credited on January 1<sup>st</sup> at full pay.
- G.    Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 hours vacation annually credited on January 1<sup>st</sup> at full pay.
- H.    Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 hours vacation annually credited on January 1<sup>st</sup> at full pay.

- I. Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 hours vacation annually credited on January 1<sup>st</sup> at full pay.
- J. In addition to vacation accruals described above, each bargaining unit member who has completed at least one full year of City service shall be credited with an additional 104 hours of vacation on January 1<sup>st</sup> of each calendar year. This 104 hours is provided as a replacement for holiday time off that was relinquished previously.
- K. The following table illustrates vacation accrual benefits.

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

- L. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three years of vacation credit. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of three years.
- M. 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.
- N. Any employee who, immediately prior to becoming a member of the Airport Police Division, was employed in any other department of the City and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.
- O. 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.

- P. The City Controller shall keep a record of vacation time balances based on Airport Police Division records and shall advise employees on their paycheck or pay advice of their balance biweekly.

### **ARTICLE 5.3            HOLIDAYS, HOLIDAY PAY, AND UNUSUAL DUTY**

- A. In the event that a Unit member is ordered by the Airport Police Chief or their designee to work on the member's scheduled day off, regular holiday, or vacation day because of a declared natural disaster, emergency, or mobilization, they shall be compensated in cash at the straight-time rate for all hours worked.
- B. A Unit member who reports for duty on any of the holidays listed below shall receive a cash payment of \$250. This cash payment shall not be made if the Unit member is compensated under paragraph A. above.

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

### **ARTICLE 5.4            HEALTH AND DENTAL PLANS**

- A. During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee ("JLMBC") and approved by the City Council. Use of the word "Civilian" in regards to employee benefit packages etc. is for convenience of reference. Such



language does not impact peace officer authority or standing granted to members under Federal, State or local laws.

- B. The sections below are intended to reflect the current Flex Program. If there are any discrepancies between the benefits described herein and the Flex Program approved by the JLMBC, 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. The City agrees to continue to contribute for each full-time employee who is a member of the Los Angeles City Employees' Retirement System ("LACERS"), a subsidy equal to the cost of their medical plan, not to exceed the Kaiser Permanente Family Rate.
- C. The City agrees to continue to contribute for each half-time employee a monthly subsidy not to exceed the Kaiser Permanente Single Party rate.
- D. The City will apply this subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.
- E. During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees and in the Kaiser Permanente Single Party Rate for half-time employees. Changes in the monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
- F. Employees, who transfer from full-time to half-time under the provisions of Article 5.9 Family and Medical Leave, shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.
- G. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.

If a Unit member elects to enroll in a health care plan with a monthly premium that exceeds the City's maximum monthly subsidy, then said Unit member shall pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy.

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

## **Section II – Dental Plans**

- A. The dental plans offered shall be those approved by the JLMBC and administered by the Personnel Department in accordance with Los Angeles Administrative Code Section 4.303.
- B. The City will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of employee only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.
- C. For each half-time employee, as defined by Section 4.110 of the LAAC, who becomes a member of LACERS and for each employee who transfers from full-time to half-time status following July 1, 1990, the City will expend an amount equivalent to one-half of the cost of the employee only coverage of the most expensive plan under the City-sponsored Dental Program. Half-time employees who, prior to July 1, 1990, were receiving the full employee only subsidy shall continue to receive the full employee only subsidy.
- D. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

## **Section III – Definition of Dependents**

- A. The definition of a dependent for health and dental plan coverage shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office of the Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.
- B. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the dependents of such domestic partner.

## **Section IV – General Provisions**

- A. An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees may enroll themselves and, at their option, their dependents in the City-sponsored plan. Employees who fail to enroll during this open period will be ineligible to participate in the City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department. However, employees may enroll in Association-sponsored programs in accordance with the procedures of those programs.
- B. The City will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

## **Section V – Subsidy During Family and Medical Leave**

For an employee who is on family or medical leave, under the provisions of Article 5.9 of this MOU, the City shall continue to pay medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 5.8 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

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

The City will provide continuation of the above medical and dental plan subsidies toward the cost of health plan premiums for the spouse or domestic partner and any minor dependents of any employee killed in the line of duty while on active payroll status. This coverage shall apply only to a spouse or domestic partner and/or dependents covered when they reach the age of eighteen, or twenty-six years if unmarried. However, coverage will continue for a disabled child of the employee if the child remains unmarried, was dependent on the employee for financial support, and was disabled before age 18.

- A. It shall not apply to survivors of employees eligible for retiree health benefits.
- B. This benefit shall be administered by the Personnel Department. Upon application by a spouse, domestic partner or dependents for this benefit, a committee comprised of representatives of the Personnel Department, Management, and the Department shall jointly determine whether the circumstances of the employee's death qualify their spouse or domestic partner/dependents for the benefit provided under this section. The decision of this committee shall be final and binding and not subject to further appeal.

## **Section VII – Benefit Protection Plan**

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

### **ARTICLE 5.5        INSURANCE PLANS**

#### **A.        Disability Insurance Plan**

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

#### **B.        Basic Life Insurance Plan**

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

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

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

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

### **ARTICLE 5.7        ACCUMULATED SICK LEAVE**

#### **A.        Any unused balance of an employee's 100% sick leave bank remaining at the end of each calendar year of this MOU shall be carried over to the following calendar year. That bank may accumulate to a maximum of 800 hours. Any 100% sick leave remaining unused at the end of each calendar year, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours, shall, as soon as practicable, be paid in cash at the rate of 50%. Effective January 2023, any 100%**

sick leave remaining unused at the end of each calendar year, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours, shall, as soon as practicable, be paid in cash at the rate of 100%.

- B. If any employee becomes separated from the service of the Department by reasons of retirement or death, any balance of accumulated sick leave at full pay remaining unused at the time of separation shall be compensated to the employee, or in the event of separation due to the death of the employee, to the employee's estate, by cash payment of 50% of the employee's salary rate current at such date of separation. Effective January 2023, if any employee becomes separated from the service of the Department by reasons of retirement or death, any balance of accumulated sick leave at full pay remaining unused at the time of separation shall be compensated to the employee, or in the event of separation due to the death of the employee, to the employee's estate, by cash payment of 100% of the employee's salary rate current at such date of separation. In no instance will an employee or an employee's estate be compensated more than once for accumulated full pay sick leave upon retirement or upon the death of the employee. (The accumulated sick leave does not include the accrued sick time.)
- C. Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 800 hours at 75% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

## **ARTICLE 5.8      FAMILY ILLNESS**

The City's present practice of allowances for leave for illness in the family will be continued during the term of this MOU, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed 15 days (120 hours). Such practice of allowance for leave for illness in family shall be in accordance with LAAC Section 4.127.

## **ARTICLE 5.9      FAMILY AND MEDICAL LEAVE**

### **A.      Authorization for Leave**

- 1. Notwithstanding any other provisions of this MOU or the LAAC to the contrary, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, serious health condition of an immediate family member (as defined in LAAC Section 4.127) or if an employee has a serious health condition that makes them unable to perform the functions of their position upon the request of the employee or designated by Management in accordance with applicable Federal and State law.

2. Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12) month period, regardless of the number of incidents. A twelve (12) month period shall begin on the first day of leave for each individual taking such leave. The succeeding twelve (12) month period will begin the first day of leave taken under the provisions of this Article after completion of the previous twelve (12) month period.
3. Exception: Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Section D.1 of this Article.)

B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Division of the Personnel Department.
3. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood in loco parentis to an employee, or a legal guardian. This term does not mean parents "in law". Persons who are in loco parentis include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the beginning of the leave.
2. Exception: In accordance with Pregnancy Disability Leave under the California Fair Employment Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

3. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child; however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to care for a sick parent; however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.
4. Each employee must notify their employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
5. The time limitation for parents or domestic partners does not apply to leave taken by one spouse or domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

D. Conditions

1. **Pregnancy** - The start of a family leave for childbirth shall start at the beginning of the period of disability that a health care provider certifies is necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
  - a. In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave with medical certification certifying the employee is unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of a child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child's birth.
  - b. Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act (CFRA), which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth or adoption. (The administration of such leave shall be in accordance with Section C.2 and D.7 of this Article.)
2. **Adoption** - The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the

custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if any absence from work is required.

3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - a. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical facility; or
  - b. A period of incapacity requiring an absence of greater than three (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or
  - c. Any period of incapacity (or treatment therefor) due to a chronic serious health condition; or
  - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated; or
  - f. Any period of incapacity due to pregnancy or for prenatal care.
6. **Workers' Compensation/IOD** – Workers' Compensation/IOD – Absences from work due to an on-duty injury (IOD) pursuant to Labor Code Section 4850 shall not be designated as Family Medical Leave. When an employee receiving Workers' Compensation benefits who meets the eligibility requirements in C.1 of this Article, has an absence from work due to an on-duty injury that exceeds the maximum one (1) year period under Labor Code Section 4850, that employee shall automatically be considered to be on family and medical leave effective the first day of the employee's absence after the expiration of the Section 4850 one year period.



**7. Continuous/Intermittent Leave**

- a. All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for their own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position for which the employee is qualified to accommodate recurring leave periods. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.
  - b. In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.
8. If any employee requires another leave for a separate incident under the provisions of this Article during the same twelve (12) month period, a new request must be submitted.
  9. A personal leave beyond the four (4) month leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
  10. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least fifteen (15) calendar days to obtain the medical certification.
  11. Upon return from family or medical leave, an employee shall be returned to their original job or to an equivalent job.

E. Notice Requirements

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

F. Applicable Time Off

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

**1. Childbirth (Mother)**

- a. Accrued sick leave (100% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care of the mother's inability to work prior to the birth), may be taken at the employee's discretion.
- b. For the non-disability portion of childbirth leave (before delivery or after "bonding"), accrued vacation time off available at the start of the leave shall be used prior to the use of time under (c) and (d) below.
- c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- d. Unpaid leave.

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

- a. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (b) below.

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

### 3. **Personal Medical Leave**

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

### G. Sick Leave Rate of Pay During Family Leave

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

#### H. Monitoring

1. Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.
2. It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

#### **ARTICLE 5.10 INJURED ON DUTY**

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

#### **ARTICLE 5.11 BEREAVEMENT LEAVE**

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

#### **ARTICLE 5.12 FUNERAL EXPENSES**

The City shall expend a sum of money not to exceed \$30,000 for funeral expenses to the heirs of a Unit member who dies while on active duty from injuries incurred while performing their 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 5.13 ASSIGNED VEHICLES**

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

#### **ARTICLE 5.14 MILITARY LEAVE**

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

#### **ARTICLE 5.15      PROFESSIONAL/MANAGEMENT LEAVE**

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

#### **ARTICLE 5.16      LONG-TERM CAREER/RETENTION LEAVE**

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

#### **ARTICLE 5.17      COMMUNITY OUTREACH ALLOWANCE**

- A. During the term of this MOU and commencing in the fiscal year 2022-2025, the Department will provide a cash payment of \$4,000 per fiscal year to each Unit member who is compensated for and is on active payroll status in pay period 11 of each fiscal year. This payment is intended to offset costs incurred by Unit members for purposes of community outreach and command-related expenditures.
- B. This payment will be made through an employee's regular paycheck issued for pay period 11 for that fiscal year.
- C. This allowance shall be a cash, non-pensionable amount and shall be taxed at the federal and state supplemental rates.
- D. The increase from \$2,500 to \$4,000 of the community outreach allowance for this MOU term is in lieu of the Executive Development Fund in the 2018-2022 MOU (Article 5.17), which will be eliminated per the Association's request, upon the implementation of the 2022-2026 MOU.

## **SECTION 6.0            COMPENSATION**

### **ARTICLE 6.1           SALARIES**

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

<b><u>APPENDIX</u></b>	<b><u>OPERATIVE DATE</u></b>
A	June 19, 2022
B	November 20, 2022
C	June 29, 2025

- B.     Effective on the first day of the first pay period after adoption of this MOU, an employee who promotes into this Unit shall be placed on step 6 of the applicable salary range of Airport Police Captain.
- C.     Commencing the first day of the first pay period after adoption of this MOU, and ending July 1, 2023 (pay period 1 of FY2022-23), each bargaining unit member shall receive additional compensation in an amount equivalent to three percent of their 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.
- D.     Commencing July 2, 2023 (pay period 2 of FY2023-24) and ending June 29, 2024 (pay period 27 of FY2023-24), each bargaining unit member shall receive additional compensation in an amount equivalent to six percent of their 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.
- E.     Commencing June 30, 2024 (pay period 1 of FY2024-25) and ending June 28, 2025 (pay period 26 of FY2024-25), each bargaining unit member shall receive additional compensation in an amount equivalent to nine percent of their 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.
- F.     All pay, including biweekly salaries, bonuses, and special payments such as uniform allowances, shall be made to each Unit member hired on or after November 20, 2022, by direct deposit. No pay checks shall be issued unless the City Controller or the Department determines that issuing a paycheck would avoid making an untimely payment to an employee or during exigent circumstances.

### **ARTICLE 6.2           SALARY STEP PLACEMENT AND ADVANCEMENT**

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

### **ARTICLE 6.3            RETIREMENT INCENTIVE PAY**

- A.     The “implementation period” used in this Retirement Incentive Pay (RIP) shall be defined as the period beginning on first pay period after adoption of this MOU by the City Council to June 28, 2025, inclusive.
- B.     A bargaining Unit member who certifies that he or she will retire from City service on a specific date during the implementation period shall be eligible to convert the active bonuses described in 6.1 C, 6.1 D, or 6.1 E into a pensionable, “Adds to Rate” bonus covering a maximum of 26 pay periods or one year as indicated below.
- C.     To qualify for RIP, a Unit member must complete an Application and Employee Agreement, as prescribed by the City Administrative Officer (CAO), Employee Relation Division, that specifies a date that the member will retire from City service during the implementation period. This Application and Employee Agreement is irrevocable, except as required by law, and the member must retire within 30 days of the specified date of retirement on the Application and Employee Agreement. The RIP program is not subject to the grievance procedure as outlined in Section 3.0 of this MOU.
- D.     No employee shall be eligible to participate in RIP before or after the implementation period. The provisions of RIP will terminate at the end of the implementation period, on June 28, 2025.

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

**FOR THE UNION:**

*Adonis Cutchlow AA*

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Adonis Cutchlow  
President, APCOALA

10-14-2022

Date

**FOR THE CITY:**

*Matthew W. Szabo*

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Matthew W. Szabo  
City Administrative Officer

10/25/2022

Date

**Approved as to Form and Legality:**

*Vivienne Swain*

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Office of the City Attorney

10/20/2022

Date



**APPENDIX A**  
**MOU 40**  
**Operative June 19, 2022**

<b>SALARY STEP</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Airport Police Captain</b>	<b>HR</b>	<b>\$73.25</b>	<b>\$77.33</b>	<b>\$81.64</b>	<b>\$86.19</b>	<b>\$91.00</b>	<b>\$96.07</b>
	<b>BW</b>	<b>\$5,860.00</b>	<b>\$6,186.40</b>	<b>\$6,531.20</b>	<b>\$6,895.20</b>	<b>\$7,280.00</b>	<b>\$7,685.60</b>
<b>3228-0</b>	<b>MO</b>	<b>\$12,745.50</b>	<b>\$13,455.42</b>	<b>\$14,205.36</b>	<b>\$14,997.06</b>	<b>\$15,834.00</b>	<b>\$16,716.18</b>
<b>Range 7325</b>	<b>YR</b>	<b>\$152,946.00</b>	<b>\$161,465.04</b>	<b>\$170,464.32</b>	<b>\$179,964.72</b>	<b>\$190,008.00</b>	<b>\$200,594.16</b>

**APPENDIX B**  
**MOU 40**  
**Operative November 20, 2022**

<b>SALARY STEP</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Airport Police Captain</b>	<b>HR</b>	<b>\$73.99</b>	<b>\$78.12</b>	<b>\$82.48</b>	<b>\$87.08</b>	<b>\$91.94</b>	<b>\$97.07</b>
	<b>BW</b>	<b>\$5,919.20</b>	<b>\$6,249.60</b>	<b>\$6,598.40</b>	<b>\$6,966.40</b>	<b>\$7,355.20</b>	<b>\$7,765.60</b>
<b>3228-0</b>	<b>MO</b>	<b>\$12,874.26</b>	<b>\$13,592.88</b>	<b>\$14,351.52</b>	<b>\$15,151.92</b>	<b>\$15,997.56</b>	<b>\$16,890.18</b>
<b>Range 7399</b>	<b>YR</b>	<b>\$154,491.12</b>	<b>\$163,114.56</b>	<b>\$172,218.24</b>	<b>\$181,823.04</b>	<b>\$191,970.72</b>	<b>\$202,682.16</b>

**APPENDIX C**  
**MOU 40**  
**Operative June 29, 2025**

<b>SALARY STEP</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Airport Police Captain</b>	<b>HR</b>	<b>\$82.89</b>	<b>\$87.51</b>	<b>\$92.39</b>	<b>\$97.54</b>	<b>\$102.98</b>	<b>\$108.72</b>
	<b>BW</b>	<b>\$6,631.20</b>	<b>\$7,000.80</b>	<b>\$7,391.20</b>	<b>\$7,803.20</b>	<b>\$8,238.40</b>	<b>\$8,697.60</b>
<b>3228-0</b>	<b>MO</b>	<b>\$14,422.86</b>	<b>\$15,226.74</b>	<b>\$16,075.86</b>	<b>\$16,971.96</b>	<b>\$17,918.52</b>	<b>\$18,917.28</b>
<b>Range 8289</b>	<b>YR</b>	<b>\$173,074.32</b>	<b>\$182,720.88</b>	<b>\$192,910.32</b>	<b>\$203,663.52</b>	<b>\$215,022.24</b>	<b>\$227,007.36</b>

## **APPENDIX D**

### **RETIREMENT BENEFITS**

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

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

#### **B. LACERS Tier 1**

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

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

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

3. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from Management to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
4. If agreement is not reached between Management and the organizations representing a majority of the members in the retirement system for which modifications are proposed as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.
5. Division 4, Chapter 11, Article 2 of the Los Angeles Administrative Code (LAAC) provides a retiree health benefit for LACERS Tier 1 employees. Commencing April 21, 2013, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for LACERS Tier 1 employees the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1111(c) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employees' contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions. The parties further agree that should any of the provisions of this Article, or of any subsequent MOUs which incorporate these sections, be enjoined or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.