

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE PEACE OFFICERS REPRESENTATION UNIT  
(MOU #30)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into this 15th day of  
April, 2005.**

**BY AND BETWEEN**

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

**AND THE**

**LOS ANGELES AIRPORT PEACE OFFICERS ASSOCIATION (hereinafter referred to  
as "Association")**

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Re-opener

## **SECTION 1.0 GENERAL PROVISIONS**

### **ARTICLE 1.1 RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City and applicable State law, Los Angeles Airport Peace Officers Association was certified on June 24, 1982, by the Employee Relations Board as the certified representative of City Employees in the Peace Officers' Unit (hereinafter referred to as "Unit") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes the Los Angeles Airport Peace Officers Association as the exclusive representative of the employees in said Unit, in accordance with the provisions of Section 4.822 of the Administrative Code. The term "employee" as used herein, shall refer only to employees employed by the City in the employee classifications listed in Appendices, Salaries, as well as such classes as may be added hereafter by the Employee Relations Board.

### **ARTICLE 1.2 PARTIES TO MEMORANDUM OF UNDERSTANDING**

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

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

This Memorandum of Understanding constitutes a joint recommendation of Management and Association. It shall not be binding in whole or in part on the parties listed below unless and until:

- A. Association has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety, and
- B. The head of the Airport Department has approved this Memorandum of Understanding in its entirety in the manner required by law, and
- C. The City Council has approved this Memorandum of Understanding in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this Memorandum of Understanding which require such resolutions, ordinances or amendments will become operative on the effective date of the resolutions, ordinances or amendments unless otherwise specified.

**ARTICLE 1.4 FULL UNDERSTANDING**

Management and Association 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 Memorandum of Understanding constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any prior or existing Memorandum of Understanding are hereby superseded or terminated.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 2c.

The waiver or breach of any term or condition of this Memorandum of Understanding by any party hereto, shall not constitute a precedent in the future enforcement of any of its terms and provisions.

The parties mutually agree that this Memorandum of Understanding may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

**ARTICLE 1.5 TERM**

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2004. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. on June 30, 2006.

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 22, Calendar for Successor Memorandum of Understanding, to their mutual satisfaction and are continuing to meet and confer in good faith.

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other during the period from March 15, 2005, through April 15, 2005, written proposals for such successor Memorandum of Understanding with the exception of Association salary proposals which shall be presented to Management no later than May 1, 2005. Meet and confer sessions shall begin no later

than thirty (30) calendar days following the receipt of either party's request for such meetings.

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

The parties agree that prior to the implementation of this Memorandum of Understanding and during the period of time it is being considered by the Mayor, City Council, Council Committees and the head of the department represented herein for action, neither Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or said department head, nor meet with the Mayor, members of the City Council or said department head individually to advocate any addition or deletion to the terms and conditions of this Memorandum of Understanding. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or 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 MANAGEMENT RIGHTS**

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, it is the exclusive right of City management to determine the mission of its constituent departments, offices, and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and personnel by which the City's operations are to be conducted and to take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

#### **ARTICLE 1.9 INCLUSION OF NEW CLASSES**

Upon written notification from the CAO to the Controller, this MOU shall be amended to incorporate the class and salary of any class accreted to this bargaining unit after the adoption of the MOU.

On July 29, 2004, the Civil Service Commission adopted new classes as listed below. During the term of this Memorandum of Understanding, employees that are reallocated to the new class series shall be entitled to the corresponding salary and benefits of their prior class title.

<b>Class Title</b>	<b>Class Code</b>	<b>New Class Title</b>	<b>New Class Code</b>
Special Officer III	3183-3	Airport Police Officer I	3225-1
Special Officer IV	3183-4	Airport Police Officer II	3225-2

**ARTICLE 1.10 PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal and State Laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or similar independent commissions of the City. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or 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 Memorandum of Understanding shall not be affected thereby.

**ARTICLE 1.11 RELEASE TIME**

In each year covered by this Memorandum, the City will permit up to a maximum of 1000 hours 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 Management.
2. Management approves.
3. Minimum time off taken must be in at least four-hour increments.
4. Minimum staffing is not impacted.

The Association will reimburse the City the sum of \$40 per officer hour for all such release time. The Airports Department will bill the Association quarterly each contract year for actual time used.

Refusal by Management for adequate reason is not subject to the grievance procedure.

**ARTICLE 1.12 NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any employee because of race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, Acquired Immune Deficiency

Syndrome (AIDS) - acquired or perceived, political beliefs or retaliation for having filed a discrimination complaint.

### **ARTICLE 1.13 NOTICE OF CHANGES IN WORK RULES**

Whenever written departmental working rules are established or changes are made to existing written departmental working rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify Association in writing and offer the opportunity for Association to meet and consult on the changes with Management.

Nothing contained in this Article shall be construed as a limitation of the right of Management to implement new written departmental working rules or make changes in such existing rules in cases of emergency. Provided, however, when such new work rules or changed existing work rules, as the case may be, must be adopted immediately, without prior notice to Association, notice shall be given and the opportunity for consultation shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules, as the case may be.

Association agrees to notify Management promptly of its intent to exercise its rights granted under this Article.

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

### **ARTICLE 2.1 WORK ACCESS**

An authorized Association Representative shall have access to the facilities of the Department during working hours for the purpose of assisting employees covered under this Memorandum of Understanding, in the adjusting of grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department for the work site. In the event immediate access cannot be authorized, the designated representative shall inform the staff representative as to the earliest time when access can be granted.

Association shall give to the department represented herein and the City Administrative Officer a written list of its authorized Association Representatives, which list shall be kept current by Association.

This Article shall not be construed as a limitation on the power of the head of the department to restrict access to areas designated as security or confidential.

## **ARTICLE 2.2           USE OF AIRPORT FACILITIES**

Association may use Airport facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

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

## **ARTICLE 2.3           BULLETIN BOARDS**

### **Section I**

The department agrees to provide a bulletin board or reasonable space at each work location, which may be used by Association for the following purposes:

- A.     Notice of Association meetings.
- B.     Notice of Association elections and their results.
- C.     Notice of Association recreational and social events.
- D.     Notice of official association business.
- E.     Any written material which has received the prior approval of the Departmental Management Representative.

### **Section II**

It is agreed that all notices prior to being posted shall be submitted to the designated representative of Management. The posting will occur within 24 hours of such submission.

### **Section III**

It is further agreed that the Association Representative shall place a removal date on all materials to be posted.

**ARTICLE 2.4           ACTIONS BY EMPLOYEE RELATIONS BOARD**

If any action(s) by the Employee Relations Board prior to the expiration of this Memorandum of Understanding, result in any significant changes to the composition of this representational unit, the parties to this Memorandum of Understanding will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

**ARTICLE 2.5           EMPLOYMENT OPPORTUNITIES**

The Personnel Department will mail to Association copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Employee Selection Services Division of the Personnel Department, will be mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

**ARTICLE 2.6           EMPLOYEE RELATIONS**

Meetings at reasonable intervals may be scheduled at the request of an authorized Association Representative or the Management Representative of the department for the purpose of informally discussing potential employer-employee relations problems.

**ARTICLE 2.7           AGENCY SHOP**

**A.     DUES/FEES**

1.    a.    Each permanent employee\* in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. 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 Controller. (\*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the City Employees' Retirement System.)
- b.    Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of the Memorandum of Understanding, 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 LAAPOA will not be accepted by the 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.

2. The CAO and Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

## **B. EXCEPTIONS**

### Religious Objections

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.

## **C. MANAGEMENT RESPONSIBILITIES**

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues", as distinct from "service fee", shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - 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 Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.



treasurer or corresponding principal officer, or by a certified public accountant.

2. The Association certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).
3. Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

**E. RECISION**

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event this Article is overturned by the employees in this representation unit, all other Articles of the Memorandum of Understanding shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor Memorandum of Understanding or amendment shall have been approved.

**ARTICLE 2.8 PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during hours when the Personnel Bureau is normally open for business. Such review shall not interfere with the normal business of the bureau.

No disciplinary document shall be placed in an employee's official departmental personnel folder without providing said employee with a copy. It is mutually understood that this provision shall not apply to documents placed in said folder prior to August 20, 1975.

A "Notice to Correct Deficiencies" shall be sealed by Management 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 two (2) years from the date the most recent, related notice was issued or management action taken.

## **SECTION 3.0 GRIEVANCE**

### **ARTICLE 3.1 GRIEVANCE PROCEDURE**

#### **Section I - Definitions**

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this Memorandum of Understanding. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding is not a grievance.

#### **Section II - Responsibilities and Rights**

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- B. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
- C. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.

- D. By mutual agreement, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and Management may waive one level of review from this grievance procedure.
- E. Management shall notify Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding, and an authorized Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the authorized Association Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. Association is to be notified of the resolution of all other formal grievances.

### **Section III - Procedure**

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

#### **Step 1 - Informal Discussion**

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) calendar days following the day during which the event upon which the grievance is based occurred.

The immediate supervisor shall respond within five (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

#### **Step 2 - First Level of Review**

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, office or bureau upon the person designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

### Step 3 - Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at the next level of review.

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

If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee. The General Manager or his/her designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

### Step 5 - Arbitration

If the written decision at Step 4 does not settle the grievance, or if no written decision is rendered within the time limits set forth at Step 4, the grievant and Association jointly may serve upon the head of the department a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within ten (10) calendar days following the date of service of the written decision of the General Manager or his/her designee, or expiration of the time limits set forth in Step 4. Failure of the grievant and Association jointly to serve the written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.
- C. 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 Memorandum of Understanding.

### **ARTICLE 3.2            GRIEVANCE REPRESENTATION**

Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the department with a written list of employees who have been so designated. Management will accept quarterly changes to the list presented by the Association.

A grievance representative if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure. The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Association and in the same Unit as the grievant, is employed by the same department as the grievant, and is employed within a reasonable distance from the work location of the grievant.

If a grievance representative must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the grievance representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Time spent on grievances outside of regular working hours of the employee and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

## **SECTION 4.0 SAFETY ON THE JOB**

### **ARTICLE 4.1 SAFETY EQUIPMENT AND WORKING CONDITIONS**

#### **Section I – Safety Equipment**

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

#### **Section II – Working Conditions**

Management will make every reasonable effort to provide safe working conditions. Association will encourage all members in the Unit 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:

- A. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
- B. 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.
- C. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.

#### **Section III – Reporting Hazardous Conditions**

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 4.2 UNIFORM MAINTENANCE AND EQUIPMENT ALLOWANCE**

- A. Management will provide a cash payment of one thousand dollars (\$1,000) annually to Unit members. This payment is designed to cover the cost of uniform replacement, maintenance and other professional expenses for the upcoming year. This payment will be made by separate check distributed between December 1st and December 15th each year beginning in December 2001 and continuing each year thereafter.
- B. To be eligible for this benefit, an employee must have successfully completed basic recruit training or six months service if academy training was waived.
- C. This allowance is not intended to be part of wages.

#### **ARTICLE 4.3 RAIN GEAR**

Management shall provide standard law enforcement rain gear for employees who are required to work outside in inclement weather. Management shall replace such gear when Management determines that it is no longer serviceable.

#### **ARTICLE 4.4 REST PERIODS**

Each employee shall be granted a minimum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day nor in excess of fifteen (15) minutes without express consent of the designated supervisor.

Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

#### **ARTICLE 4.5 RELINQUISHMENT OF TRAFFIC CONTROL FUNCTIONS**

Management may elect to transfer the traffic control functions presently performed by employees in this Unit to other employees of the City of Los Angeles who are not

represented by the Association and not covered by this Agreement; provided, however, that employees in this Unit may be assigned these functions under special circumstances where required by the needs of Management. Traffic control functions shall be defined as “curb enforcement, parking lot enforcement and street traffic control”.

The transfer of these functions shall not directly or indirectly result in any layoff or termination of any Unit employee.

## **SECTION 5.0 WORK SCHEDULES AND OVERTIME**

### **ARTICLE 5.1 GENERAL - HOURS OF WORK AND OVERTIME**

#### **A. Hours of Work**

A 7(k) work period, pursuant to the Fair Labor Standards Act (FLSA) and 29 United States Code (U.S.C.) §207(k) is hereby continued for employees in this Unit.

1. Notwithstanding the provisions of Section 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the LAAC, any unit member who is assigned to a law enforcement function may be assigned by Management to work a schedule consisting of twenty (20) days of work in each twenty-eight (28) day deployment period, with eight (8) regular days off.
2. An employee shall be in actual attendance on duty a minimum of eight (8) hours every day he/she is assigned to work. The eight (8) hours does not include time to consume a meal. Adjustments to an employee’s work schedule may be made in order to accomplish the objective of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28 workday deployment period.

#### **B. Overtime**

A 7(k) exemption under the Fair Labor Standards Act (FLSA) is hereby continued for all Airport Special Officers in this Unit.

#### Distribution of Overtime

Management 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, Management may consider special skills required to perform particular work.

## Rate and Methods of Compensation

Operative July 1, 2005, 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 at the rate of one and one-half (1½) the employee's regular rate of pay.

### **ARTICLE 5.2      PLATOON DUTY PERSONNEL – WORK SCHEDULES AND OVERTIME**

#### A.      Regular Hours of Work

1.      24-hour shift personnel shall be divided into three platoons. Said platoons shall be known as the "A" Platoon, **A@**Platoon, and **A@**Platoon, respectively. Personnel shall be assigned to these platoons prescribed by the General Manager or designee. A tour of duty is a 24-hour shift in one of the above platoons.
2.      A 24-hour period on duty shall constitute two days for the purpose of computing days worked, days off, vacation, sick leave and bereavement leave.
3.      24-hour shift personnel assigned to platoon duty shall work 243.5 days in each calendar year, account being taken, however, of duly authorized leaves of absence with pay.

#### B.      Holidays

1.      Each 24-hour shift employee will have 13.5 days off duty each calendar year in lieu of holidays.
2.      Whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, employees covered by this Article are granted an additional day off duty.
3.      Such days off duty shall be taken at such time during each month as the General Manager or designee shall direct.

### C. Overtime

1. A 7(k) exemption under the Fair Labor Standards Act (FLSA) is hereby declared for all employees in this Unit who are assigned to platoon duty. The work period for such employees shall be nine (9) 24-hour shifts in twenty-seven (27) days.
2. Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD, bereavement leave, etc.) and uninterrupted meal periods shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.
3. When the total hours worked in the work period are 204 or less, the hours worked in excess of the regular schedule shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash payment.
4. Hours worked in excess of 204 hours, whether or not included in the regular schedule, shall be compensated by cash payment at the rate of one and one-half (1½) times the regular compensation rate for each hour of overtime worked as defined by the FLSA.
5. Notwithstanding any other provision of this Article, whenever any 24-hour shift employee is required to appear in any court outside of his/her assigned work schedule, he/she shall be deemed to have worked a minimum of four (4) hours. Overtime compensation shall be by cash payment at the rate of one and one-half (1½) times the regular compensation for each hour of overtime worked.

### D. Trading Time

The General Manager or designee may allow adjustment of the schedules of individual members by the exchange of duty time between members; provided, however, that no such adjustment shall affect the total number of days a member assigned to platoon duty is required to work. Any such adjustment shall not be deemed overtime for the member working or under-time for the member off duty. This provision shall be administered in accordance with the Fair Labor Standards Act.

E. Special Duty

Notwithstanding any other provisions of this Article, the General Manager or designee may assign 24-hour shift employees to special departmental duties such as training and administrative assignments. When so assigned, employees shall be on duty a minimum of eight hours daily (not counting time to consume a meal) and shall be eligible for days off, vacation, sick leave, and holidays in the same manner as other Department employees.

F. Special Duty Overtime Compensation

1. A 7(k) exemption under the FLSA is hereby declared for all employees in this Unit who are assigned to Special Duty. The work period for such employees shall be 160 hours in a 28-day period, and overtime compensation shall be governed by the provisions in No. 2, below.
2. Only hours worked shall be credited toward computation of overtime. Hours paid but not worked (e.g. holiday, sick, jury duty, IOD, bereavement leave, etc.) and uninterrupted meal periods shall not be considered hours worked. Vacation leave time shall be credited toward hours worked.
3. When the total hours worked in the work period are 170 or less, the hours worked in excess of the regular schedule (160 hours) shall be compensated at the rate of one hour for each hour worked. Such hours shall be compensated by cash.
4. Hours worked in excess of 170 hours, shall be compensated at 1.2 times the regular rate, as defined by the FLSA.

**SECTION 6.0 COMPENSATION**

**ARTICLE 6.1 SALARIES**

- A. The parties to this Memorandum of Understanding jointly recommend to the City Council approval of the salary ranges set forth in Appendices A-C.
- B. The salary ranges set forth in Appendix A1-3 will become operative commencing July 1, 2004. An increase of three percent (3%).
- C. The salary ranges set forth in Appendix B1-3 will become operative commencing July 1, 2005. An increase of four percent (4%).

**ARTICLE 6.2            CALL BACK PAY**

Whenever employees are ordered by Management to return to duty following the termination of their work shift and departure from their work location, they shall receive a minimum payment equivalent to four hours of premium pay.

**ARTICLE 6.3            JURY SERVICE**

Any employee who is duly summoned to attend any court for the purposes of performing jury service or nominated and selected to serve on the Grand Jury, shall for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his or her regular salary. Provided, however, that any jury attendance fees received by any employee who receives his or her regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the Airport Department. Should any employee fail to deposit jury attendance fees as required by this Article within 30 days from the last day of jury service, the Department shall notify the Accounting Bureau of such non-deposit and they shall turn the amount over to an authorized collection agency.

The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code.

**ARTICLE 6.4            CIVIC DUTY**

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

A court of competent jurisdiction is defined as a court within the County in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence.

**ARTICLE 6.5            MEAL PERIODS**

The meal period for unit members shall be 30 minutes and shall not be counted as time worked for any purpose. An officer who is called to duty during his/her meal period shall, at Management's discretion, either be:

- A. Given a 30-minute meal period at a later time during the same shift; or
- B. Compensated in cash at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

The provisions of this Article do not apply to 24-hour shift personnel.

#### **ARTICLE 6.6 MILEAGE**

Effective July 1, 2002, each employee that is authorized to use his/her own vehicle pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his /her duties shall be reimbursed for transportation expenses at the rate of thirty six and one-half cents (36.5¢) per mile for all miles traveled in any biweekly period, in addition to any and all salaries and other compensation otherwise provided for by law.

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which January 1 falls.

#### **ARTICLE 6.7 ACTING PAY ASSIGNMENTS**

- A. Whenever Management 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 fifteen (15) 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.

Any Management 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 6.8            COMPENSATION FOR COURT APPEARANCES**

The following provisions shall apply only for the payment of overtime for court appearances for employees of the Department of Airports outside of their normal duty hours.

### **A.     Basic Compensation**

An employee, at the employee's option, may report to court when subpoenaed or remain on-call. If the employee elects to appear in court, the supervisor must be notified, at the latest, one administrative day prior to the scheduled court appearance. If the employee wishes to remain on-call, the employee must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. To appear in court more than an hour after having been notified will void the employee's 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 can be reached.

1.     An off-duty employee shall receive a minimum of four (4) hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2.     An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four (4) hour minimum provided for in Paragraph A (1) above, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.
3.     An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.

### **B.     Multiple Cases**

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A (1) above, for each case for a total of eight (8) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

C. Exceptions to the Four Hour Minimum

1. Court appearances or on-call status commencing four (4) hours or less before the employee's regularly assigned shift begins. Compensation 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 same noon recess provisions as outlined in Paragraph A (2) above.
2. Court appearances commencing four (4) hours or less after the employee's regularly assigned shift ends. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Paragraph A (2) above.
3. Court appearances or on-call status that begins during an employee's regularly assigned shift. Compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on-call status with the same noon recess provisions as outlined in Paragraph A (2) above.
4. Compensation for on call status shall not exceed four (4) hours.

**ARTICLE 6.9 BILINGUAL DIFFERENTIAL**

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this Memorandum of Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code.

**ARTICLE 6.10 SIGN LANGUAGE PREMIUM**

Any qualified employee who is covered by the provisions of this Memorandum of Understanding and who is requested by the Communications Assistance Center to utilize sign language, shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the Los Angeles Administrative Code.

## **ARTICLE 6.11 TRAVEL ALLOWANCE**

- A. Notwithstanding Section 4.222 of the LAAC, whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in Section 4.221 of the LAAC, he/she shall receive payment at the rate of one dollar and fifty cents (\$1.50) for each day that such travel occurs. The parties agree that all other provisions of Sec. 4.220 - 4.226 of the LAAC which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged.
- B. Notwithstanding Section 4.222.1 of the LAAC, whenever an employee is required to travel from one job site to another within a work day, he/she shall receive payment at the rate of one dollar and fifty cents (\$1.50) for each day that such travel occurs.
- C. Where an employee qualifies under both sections A and B, above, such employee shall be entitled to receive two dollars and twenty cents (\$2.20) per day.

## **ARTICLE 6.12 EDUCATION AND TRAINING INCENTIVE**

In addition to the salary set forth in the classification in the salary range appendices of this Memorandum of Understanding, employees covered by this agreement who qualify shall receive the following educational/training compensation: upon presentation of the appropriate Post certificate for Special Officers and certificate of completion for Airport Safety Officers to management after adoption of the enabling ordinance.

- 1. Fifteen dollars biweekly for successful completion of the training and educational requirements as specified by the Commission on Peace Officer Standards and Training for issuance of an Intermediate Certificate; or
- 2. Fifteen dollars biweekly for successful completion of the training and educational requirements as specified by the Commission on Peace Officer Standards and Training for issuance of an Advanced Certificate;
- 3. Special Officers and Airport Safety Officers hired subsequent to June 30, 1996 will not be eligible to receive the bonuses described above in paragraphs 1 and 2.
- 4. Effective July 1, 1998, any Special Officer or Airport Safety Officer who successfully completes the requirements for a Basic POST certificate shall receive a POST bonus equal to three percent (3%) of regular pay.
- 5. Beginning July 1, 2001, any Special Officer who has successfully completed the requirements for an Intermediate POST Certificate and has presented this certificate

to management, shall effective the date of presentation, receive a bonus equal to one percent (1%) of their regular pay.

6. Beginning July 1, 2001, any Special Officer who has successfully completed the requirements for an Advanced POST Certificate and has presented this certificate to management, shall effective the date of presentation, receive an additional bonus of two percent (2%) of their regular pay.
7. Beginning July 1, 2001, any Airport Safety Officer who has successfully completed the requirements for a Firefighter I or Intermediate POST certificate and has presented this certificate to management, shall, effective the date of presentation, receive an additional bonus equal to one percent (1%) of their regular pay.
8. Beginning July 1, 2001, any Airport Safety Officer who has successfully completed the requirements for a Firefighter II or Advanced POST certificate and has presented this certificate to management, shall, effective the date of presentation, receive an additional bonus of two percent (2%) of their regular pay.
9. Individuals who qualify for either of the Certificates described above in 4 through 8 at the time they are hired and present the above certificate(s) to management, shall receive the applicable bonus upon commencement of employment.
10. Probationary employees shall not be entitled to any of the above bonuses until Management verifies that the employee has received POST certification.
11. Provisions of this Article shall not be grievable.

#### **ARTICLE 6.13 FIELD TRAINING OFFICER BONUS**

Effective upon ratification and approval of this Memorandum of Understanding as described above in Article 2, each Unit member who has been designated by Management as a Field Training Officer shall receive, in addition to salary and other bonuses provided in this Agreement, a bonus equal to five and one-half percent (5½%) of his/her regular pay. Each such designation shall be for a six (6) month period. Upon the termination of that designation, the employee shall no longer be entitled to receive this bonus.

The provisions of this Article shall not be grievable.

**ARTICLE 6.14      COMPENSATION FOR CANINE HANDLERS, BOMB  
TECHNICIANS, DETECTIVE UNIT, AND ONTARIO NARCOTICS  
UNIT**

Section I – Canine Handler

Whenever a Special Officer or Airport Safety Officer is assigned full time as a canine handler or canine training officer, he/she shall receive an additional 5.5% of compensation above his/her corresponding step of the salary range.

Officers assigned as dog handlers shall be entitled to twenty hours of on-duty time or compensatory time off, at the discretion of Airport Management, at the rate of straight time per deployment period for the purpose of feeding and caring of a dog(s).

Such compensation above shall commence beginning the first full payroll period following adoption of this MOU by the City Council.

Section II – Bomb Technician

Whenever a Special Officer or Airport Safety Officer is certified as a bomb technician and regularly assigned to LAX or Ontario Airport, he/she shall receive an additional 5.5% of compensation above his/her corresponding step of the salary range while performing such duties.

Such compensation shall commence upon presentation of the appropriate certificate to management.

Section III – Detective Unit

Operative July 1, 2004, when a full-time Special Officer is regularly assigned to the Los Angeles Police Department Detective Unit, he/she shall receive an additional 5.5% (two premium levels) of compensation above his/her corresponding step of the salary range.

Section IV – Ontario Narcotics Unit

Operative July 1, 2004, when a full-time employee is regularly assigned to the Ontario Narcotics Unit, he/she shall receive an additional 5.5% (two premium levels) of compensation above his/her corresponding step of the salary range.

**ARTICLE 6.15 ADMINISTRATIVE CODE SECTION 4.61**

Effective beginning the first pay period following adoption of this MOU, the noise provisions of Note K, Administrative Code Section 4.61, "or consisting of working in an area where the noise level is 85 decibels or higher," shall no longer apply to members of this Unit.

All grievances filed by members of this Unit over noise are hereby withdrawn.

Resolution over disputes of this bonus shall be considered a management right and therefore are not subject to grievances or arbitration.

**ARTICLE 6.16 LENGTH OF SERVICE PAY**

Any member of this Unit who is employed as a Special Officer III or IV, or as an Airport Safety Officer, shall be eligible for longevity pay based upon the aggregate number of years served as a sworn employee of the Airport Department. Such longevity pay is subject to the following conditions:

1. Upon the certification to the Controller by the Chief Administrative Officer of the Airport Department that a member has completed the prescribed number of aggregate years of service as a sworn member of this Department and that such member's standard of service is satisfactory, such member shall receive compensation in addition to the biweekly salary prescribed for the class pay grade computed as follows:
  - a. Effective July 1, 2001, and upon completion of ten (10) years and until the completion of fifteen (15) years of aggregate service, an officer will receive an amount equal to 2.75% above the maximum hourly rate fixed for Special Officer III as calculated by the City Administrative Officer. The effective date for this bonus is July 1, 2001.
  - b. Effective July 1, 2003, and upon completion of fifteen (15) years, an officer shall receive an additional 2.75% above the maximum hourly rate fixed for Special Officer III as calculated by the City Administrative Officer. The effective date for this bonus is July 1, 2003.
2. No other members of the Airport Department employed in any class other than Special Officer or Airport Safety Officer shall be eligible to receive longevity pay.

## **ARTICLE 6.17 OFF-DUTY STANDBY COMPENSATION**

- A. Notwithstanding any other provision of this Memorandum of Understanding, Unit members assigned as dog handlers/trainers or narcotics task force, who are required to standby for nights and weekends, will receive one hour of compensation at straight time for every six hours they are required to standby.
- 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.

**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 for responding to the call out.

- C. 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.

## **SECTION 7.0 BENEFITS**

### **ARTICLE 7.1 HEALTH AND DENTAL PLANS**

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council. The Flex Program will provide the benefits outlined in Appendix I.

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 Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

#### **Section I - Health Plans**

The health plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

During the term of this MOU, Management agrees to continue to contribute for each full-time employee who is a member of LACERS a subsidy equal to the cost of his/her medical plan, not to exceed \$680.02.

Notwithstanding the above, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

During the term of this MOU, the Joint-Labor Management Benefits Committee will review all rate changes and their impact on the Health Plans.

## **Section II - Dental Plans**

The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

Management will expend for full-time employees in the classifications listed in this Unit, who are members of LACERS, the monthly sum necessary to cover the cost of employee only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

## **Section III - Definition of 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 Office, Personnel Department,

which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.

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

#### **Section IV - General Provisions**

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 City-sponsored plan unless another open enrollment period is subsequently declared by the Personnel Department.

The parties 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.

Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

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

For an employee who is on family or medical leave, under the provisions of Article 49 of this MOU, Management shall continue the City's medical and dental plan subsidies. Employees shall be eligible for such continued subsidy for a maximum of nine (9) pay periods from the qualifying date of the family or medical leave, including the paid and the unpaid portions of the leave. The continuation of the subsidy will be provided only under the following conditions:

- A. The employee shall have been employed continuously by the City for a one year period prior to the beginning of the leave.
- B. The employee shall have been enrolled in a City health plan prior to the beginning of the leave to continue the health plan subsidy. The employee shall have been enrolled in a City dental plan prior to the beginning of the leave to continue the dental plan subsidy.
- C. The City will not continue the subsidy if the employee is covered under a non-City health or dental plan.

- D. The continuance of the health plan subsidy shall include coverage of any new dependent. Employees are responsible for notifying the Employee Benefits Office of any additional dependent(s). Dependents may be added only within 30 days of becoming dependents or during the City's annual open enrollment period.
- E. In accordance with the Family and Medical Leave Act of 1993 (FMLA), employees on unpaid family or medical leave shall not be required to repay the City subsidy (1) upon return to work, or (2) if they terminate City employment following the leave due to a continuing serious health problem or other extenuating circumstances beyond the control of the employee. Should an employee fail to return to work for any other reason, then they shall be required to reimburse the City for the subsidy provided during the unpaid portion of their leave. Such reimbursement shall be deducted from any compensation owed to the employee upon termination of City employment.

## **ARTICLE 7.2 RETIREMENT BENEFITS**

### **A. Benefits**

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and subsidies of: 1) one-half the employee's retirement contribution rates, and 2) an additional two percent (2%) of compensation earnable after the one-half subsidy, shall be continued during the term of this MOU. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

### **B. Procedure for Benefits Modifications**

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified member organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the City Employees' Retirement System. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the City Administrative Officer to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

If agreement is not reached between Management and the organizations representing a majority of the members in the City Employees' Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

**ARTICLE 7.3           SICK LEAVE BENEFITS**

Management's present practices with regard to allowances for sick leave will be continued during this term of the Memorandum of Understanding. Such practices of allowance for sick leave shall be in accordance with Sections 4.126, 4.126.1 and 4.128 of the Los Angeles Administrative Code.

**ARTICLE 7.4           FAMILY ILLNESS**

Management's present practice of allowances for leave for illness in the family will be continued during the term of this Memorandum of Understanding, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed six (6) days except as provided in Article 49. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the Los Angeles Administrative Code.

**ARTICLE 7.5           BEREAVEMENT LEAVE**

Management's present practice with regard to allowance for leave because of family member death will be continued during the term of the Memorandum of Understanding (except the definition of immediate family shall include grandparents, stepparent and stepchildren). Such practices of allowances for leave because of family-deaths shall be in accordance with Section 4.127.1 of the Los Angeles Administrative Code.

Operative upon the effective date of the ordinance implementing this MOU, and notwithstanding Section 4.127.1 of the LAAC, the definition of "immediate family" shall include the domestic partner of the employee and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership with a named domestic partner. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the

employee's domestic partner, or to the employee's household member, or to any other person.

#### **ARTICLE 7.6            VACATIONS**

Management's present practices with regard to vacations will be continued during the term of this Memorandum of Understanding in accordance with Los Angeles Administrative Code Section 4.245.

In addition to the annual vacation benefits described in Los Angeles Code Section 4.245, each employee shall earn and accrue thirteen (13) additional paid vacation days per annum computed and accumulated at the additional rate of 8.66 hours monthly which are provided as a replacement for holiday benefits that are being relinquished. This change in vacation/holiday benefits shall not apply to Airport Safety Officers.

#### **ARTICLE 7.7            VACATION SCHEDULES**

Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the department, office or bureau, the desires of the employees, and seniority in grade of the employees represented herein.

#### **ARTICLE 7.8            ASSOCIATION DISABILITY, OPTICAL AND LIFE INSURANCE PROGRAMS**

Each employee in the Unit who is a member of the Los Angeles City Employees' Retirement System (LACERS) will be enrolled in the Association Disability, Optical and Life Insurance Programs.

Effective the first full payroll period after July 1, 2004, Management will forward twenty-eight dollars (\$28.00) biweekly to carriers designated by the Association and effective the first full payroll period after July 1, 2005, one dollar and fifty cents (\$1.50) biweekly to the Association for each employee in the Unit who is on active payroll status. Such amount shall be allocated for the Association Disability Program, Optical Program and Life Insurance Program (\$28.00) and administrative fees (\$1.50).

The Controller and Personnel Department will establish such controls over the disbursement of funds, as they deem necessary.

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.

## **ARTICLE 7.9           WORKERS COMPENSATION**

### **Section I**

Management agrees to continue Workers' Compensation benefits in accordance with Section 4.104 of the Los Angeles Administrative Code, except that, effective the date of publication of the ordinance implementing this MOU, salary continuation payments during absences for temporary disability conditions shall be an amount equal to the employee's regular biweekly, take-home pay at the time of incurring the disability condition. For purposes of this Article, take-home pay shall be defined as an employee's biweekly gross salary rate less the mandatory deduction for Federal and State Income tax withholding and employee retirement contributions. The employee will be able to make adjustments in his/her voluntary deductions while on temporary disability leave but will not be able to change the amount normally deducted for State and Federal income taxes, unless the employee has changed those deductions to those which he/she is entitled to take within ten (10) days of the commencement of any disability leave, or within ten (10) days of any change in dependents.

### **Section II**

Section I of this Article shall not apply to employees who are certified off duty for temporary total disability resulting from a "sudden severe traumatic injury".

**A**sudden severe traumatic injury" means an on-duty injury received as the result of a sudden and unexpected physical trauma, which results in hospitalization or outpatient medical treatment. Examples of such an injury would include a gunshot wound, an injury from a blow or a fall (whether in training or in a non-training situation), an automobile accident, or an accident involving some other equipment failure.

Examples of injuries which would not meet this definition would include communicable illnesses (except illnesses which are contracted as the result of a sudden traumatic injury), job stress, or cumulative injuries such as loss of hearing due to repeated exposure to noise. The Airport Department shall certify a **A**sudden severe traumatic injury" to the Controller. Such employees so certified shall receive 90% of gross pay.

### **Section III**

This Article shall not affect employees who are receiving Worker's Compensation pay in accordance with Section 4.104 of the Los Angeles Administrative Code on the date that this Article becomes operative.

## ARTICLE 7.10 FAMILY AND MEDICAL LEAVE

### A. Family and Medical Leave

#### 1. Authorization for Leave

Notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 7.4), or if the employee has a serious health condition that makes him/her unable to perform the functions of his/her position, upon the request of the employee, or designated by Management in accordance with applicable Federal and State law.

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.

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 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after the completion of the previous 12-month period.

#### 2. Definitions

- a. **Spouse** means a husband or wife as defined or recognized under state law for purposes of marriage in this state.
- b. **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.
- c. **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 include parents-in-law.
- d. **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.

- e. 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.

### 3. Eligibility

- a. 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.
- b. 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 take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitations 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.

### 4. Conditions

- a. **Pregnancy** – The start of a family leave for a woman giving birth, may, at the employee's discretion, be at the beginning of the period of disability that a doctor certifies is necessary.

- b. **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.
- c. **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.
- d. **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.
- e. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
  - 2. 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
  - 3. Any period of incapacity (or treatment therefore) due to a chronic serious health condition; or
  - 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - 5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
  - 6. Any period of incapacity due to pregnancy or for prenatal care.
- f. **Start of Leave** – The start of a leave due to an illness or injury which may be job related and that results in a serious health condition, as defined in Paragraph e of this Article, shall be computed to begin on the employee's first day of absence whether or not the employee has

applied for or is actually receiving any temporary Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor code) provided in accordance with Section 4.177 of the Los Angeles Administrative Code. In those circumstances where the employee meets the eligibility requirements in Paragraph e of this Article, said employee shall automatically be considered to be on family and medical leave. In those cases where the illness or injury is determined not to be job related, the beginning date of such leave shall not be adjusted pursuant to an employee's request under Paragraph A.1 above. The use of leave for a serious health condition which may be job related shall in no way imply that such serious health condition is, in fact, job related.

- g. **Continuous/Intermittent** Leave – All leave granted under this Article shall normally be for a continuous period of time for each incident.

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 Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

Intermittent leave or work on a reduced schedule for the birth, adoption or foster care of a child shall only be permitted at the discretion of Management.

- h. 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.
- i. A personal leave beyond the four (4) month (nine [9] pay periods) of 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.

- j. 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 III.A. of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- k. 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 15 calendar days to obtain the medical certification.
- l. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

**5. Notice Requirements**

a Employee

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

b. 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 attention. 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.

**6. Applicable Time Off**

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

**a. Childbirth (Mother)**

- 1) Accrued sick leave (100% and 75%) 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.
- 2) Accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
- 3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
- 4) 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.
- 5) Unpaid leave.
- 6) Accrued compensatory time off may be used at the employee's option. However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) 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.

**b. Childbirth (Father), Adoption, Foster Care, or Family Illness**

- 1) 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 described in 2 below.
- 2) Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
- 3) Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.

- 4) 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.
- 5) Unpaid leave.
- 6) Accrued compensatory time off may be used at the employee's option. However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) 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.

**c. Personal Medical Leave**

- 1) Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
- 2) 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 No. 3 below.
- 3) Accrued vacation time.
- 4) Unpaid leave.
- 5) Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay periods) 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.

**7. Sick Leave Rate of Pay During Family Leave**

Payment for sick leave usage under VI. A, B and C shall be at the regular accrued rate of 100% or 75% as appropriate.

**8. 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.

MOU3006

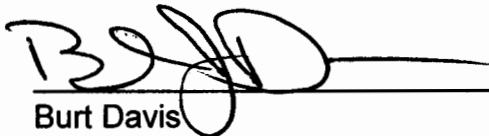
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

LOS ANGELES AIRPORT PEACE  
OFFICERS ASSOCIATION  
PEACE OFFICER REPRESENTATIVES

CITY OF LOS ANGELES  
REPRESENTATIVES

  
\_\_\_\_\_  
George Jarvis  
President

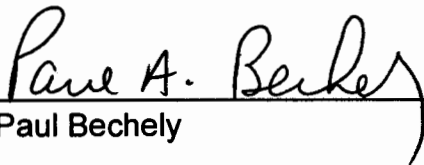
  
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William T Fujoka  
City Administrative Officer

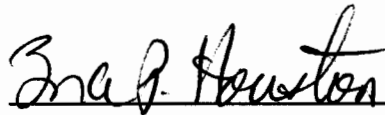
  
\_\_\_\_\_  
Burt Davis

  
\_\_\_\_\_  
Airport Department

  
\_\_\_\_\_  
Clint Beacon

For the City Attorney:

  
\_\_\_\_\_  
Paul Bechely

  
\_\_\_\_\_

April 15, 2005  
Date

**APPENDIX A-1  
MOU 30 AIRPORT OFFICERS  
REGULAR PAY  
OPERATIVE JULY 1, 2004**

			1	2	3	4	5	6
<b>Special Officer III Airport Class Code 3183-3</b>	Regular	HR	\$24.98	\$25.94	\$27.40	\$28.93	\$30.54	\$32.24
		Pay	\$1,998.40	\$2,075.20	\$2,192.00	\$2,314.40	\$2,443.20	\$2,579.20
		MO	\$4,346.52	\$4,513.56	\$4,767.60	\$5,033.82	\$5,313.96	\$5,609.76
		YR	\$52,158.24	\$54,162.72	\$57,211.20	\$60,405.84	\$63,767.52	\$67,317.12
<b>Special Officer IV Airport Class Code 3183-4</b>	Regular	HR		\$27.39	\$28.90	\$30.51	\$32.21	\$34.01
		Pay		\$2,191.20	\$2,312.00	\$2,440.80	\$2,576.80	\$2,720.80
		MO		\$4,765.86	\$5,028.60	\$5,308.74	\$5,604.54	\$5,917.74
		YR		\$57,190.32	\$60,343.20	\$63,704.88	\$67,254.48	\$71,012.88
<b>Airport Safety Officer Class Code 3202</b>	Regular	BW		\$2,191.20	\$2,312.00	\$2,440.80	\$2,576.80	\$2,720.80
	Pay	MO		\$4,765.86	\$5,028.60	\$5,308.74	\$5,604.54	\$5,917.74
		YR		\$57,190.32	\$60,343.20	\$63,704.88	\$67,254.48	\$71,012.88

Note: The annual salary for Airport Safety Officers (Platoon Duty) is based on a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods a year.

**APPENDIX A-2**  
**MOU 30 AIRPORT OFFICERS**  
**REGULAR PAY AND BONUSES - OPERATIVE JULY 1, 2004**

		1	2	3	4	5	6
<b>Special Officer III Airport - Class Code 3183-3</b>							
Regular Pay	HR	\$24.98	\$25.94	\$27.40	\$28.93	\$30.54	\$32.24
	BW	\$1,998.40	\$2,075.20	\$2,192.00	\$2,314.40	\$2,443.20	\$2,579.20
	MO	\$4,346.52	\$4,513.56	\$4,767.60	\$5,033.82	\$5,313.96	\$5,609.76
	YR	\$52,158.24	\$54,162.72	\$57,211.20	\$60,405.84	\$63,767.52	\$67,317.12
Basic POST	HR	\$0.75	\$0.78	\$0.82	\$0.87	\$0.92	\$0.97
3% of Regular Pay	BW	\$60.00	\$62.40	\$65.60	\$69.60	\$73.60	\$77.60
	MO	\$130.50	\$135.72	\$142.68	\$151.38	\$160.08	\$168.78
	YR	\$1,566.00	\$1,628.64	\$1,712.16	\$1,816.56	\$1,920.96	\$2,025.36
Intermediate POST	HR	\$0.25	\$0.26	\$0.27	\$0.29	\$0.31	\$0.32
1% of Regular Pay	BW	\$20.00	\$20.80	\$21.60	\$23.20	\$24.80	\$25.60
	MO	\$43.50	\$45.24	\$46.98	\$50.46	\$53.94	\$55.68
	YR	\$522.00	\$542.88	\$563.76	\$605.52	\$647.28	\$668.16
Advanced POST	HR	\$0.50	\$0.52	\$0.55	\$0.58	\$0.61	\$0.64
2% of Regular Pay	BW	\$40.00	\$41.60	\$44.00	\$46.40	\$48.80	\$51.20
	MO	\$87.00	\$90.48	\$95.70	\$100.92	\$106.14	\$111.36
	YR	\$1,044.00	\$1,085.76	\$1,148.40	\$1,211.04	\$1,273.68	\$1,336.32
Regular Pay plus ALL bonuses	HR	\$26.48	\$27.50	\$29.04	\$30.67	\$32.38	\$34.17
	BW	\$2,118.40	\$2,200.00	\$2,323.20	\$2,453.60	\$2,590.40	\$2,733.60
	MO	\$4,607.52	\$4,785.00	\$5,052.96	\$5,336.58	\$5,634.12	\$5,945.58
	YR	\$55,290.24	\$57,420.00	\$60,635.52	\$64,038.96	\$67,609.44	\$71,346.96

**Special Officer IV Airport - Class Code 3183-4**

Regular Pay	HR	\$27.39	\$28.90	\$30.51	\$32.21	\$34.01
	BW	\$2,191.20	\$2,312.00	\$2,440.80	\$2,576.80	\$2,720.80
	MO	\$4,765.86	\$5,028.60	\$5,308.74	\$5,604.54	\$5,917.74
	YR	\$57,190.32	\$60,343.20	\$63,704.88	\$67,254.48	\$71,012.88
Basic POST	HR	\$0.82	\$0.87	\$0.92	\$0.97	\$1.02
3% of Regular Pay	BW	\$65.60	\$69.60	\$73.60	\$77.60	\$81.60
	MO	\$142.68	\$151.38	\$160.08	\$168.78	\$177.48
	YR	\$1,712.16	\$1,816.56	\$1,920.96	\$2,025.36	\$2,129.76
Intermediate POST	HR	\$0.27	\$0.29	\$0.31	\$0.32	\$0.34
1% of Regular Pay	BW	\$21.60	\$23.20	\$24.80	\$25.60	\$27.20
	MO	\$46.98	\$50.46	\$53.94	\$55.68	\$59.16
	YR	\$563.76	\$605.52	\$647.28	\$668.16	\$709.92
Advanced POST	HR	\$0.55	\$0.58	\$0.61	\$0.64	\$0.68
2% of Regular Pay	BW	\$44.00	\$46.40	\$48.80	\$51.20	\$54.40
	MO	\$95.70	\$100.92	\$106.14	\$111.36	\$118.32
	YR	\$1,148.40	\$1,211.04	\$1,273.68	\$1,336.32	\$1,419.84
Regular Pay plus ALL bonuses	HR	\$29.03	\$30.64	\$32.35	\$34.14	\$36.05
	BW	\$2,322.40	\$2,451.20	\$2,588.00	\$2,731.20	\$2,884.00
	MO	\$5,051.22	\$5,331.36	\$5,628.90	\$5,940.36	\$6,272.70
	YR	\$60,614.64	\$63,976.32	\$67,546.80	\$71,284.32	\$75,272.40

**APPENDIX A-2  
MOU 30 AIRPORT OFFICERS  
REGULAR PAY AND BONUSES - OPERATIVE JULY 1, 2004**

		1	2	3	4	5	6
<b>Airport Safety Officer - Class Code 3202</b>							
Regular Pay	BW		\$2,191.20	\$2,312.00	\$2,440.80	\$2,576.80	\$2,720.80
	MO		\$4,765.86	\$5,028.60	\$5,308.74	\$5,604.54	\$5,917.74
	YR		\$57,190.32	\$60,343.20	\$63,704.88	\$67,254.48	\$71,012.88
Basic POST	BW		\$65.60	\$69.60	\$73.60	\$77.60	\$81.60
3% of Regular Pay	MO		\$142.68	\$151.38	\$160.08	\$168.78	\$177.48
	YR		\$1,712.16	\$1,816.56	\$1,920.96	\$2,025.36	\$2,129.76
Intermediate POST or FF I	BW		\$21.60	\$23.20	\$24.80	\$25.60	\$27.20
1% of Regular Pay	MO		\$46.98	\$50.46	\$53.94	\$55.68	\$59.16
	YR		\$563.76	\$605.52	\$647.28	\$668.16	\$709.92
Advanced POST or FF II	BW		\$44.00	\$46.40	\$48.80	\$51.20	\$54.40
2% of Regular Pay	MO		\$95.70	\$100.92	\$106.14	\$111.36	\$118.32
	YR		\$1,148.40	\$1,211.04	\$1,273.68	\$1,336.32	\$1,419.84
Regular Pay plus ALL bonuses	BW		\$2,322.40	\$2,451.20	\$2,588.00	\$2,731.20	\$2,884.00
	MO		\$5,051.22	\$5,331.36	\$5,628.90	\$5,940.36	\$6,272.70
	YR		\$60,614.64	\$63,976.32	\$67,546.80	\$71,284.32	\$75,272.40

Note: The annual salary for Airport Safety Officers (Platoon Duty) is based on a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods a year.

**APPENDIX A-3  
MOU 30 AIRPORT OFFICERS  
BIWEEKLY/MONTHLY LONGEVITY PAY  
OPERATIVE JULY 1, 2004**

<b><u>Years of Service Completed</u></b>	<b><u>Biweekly</u></b>	<b><u>Monthly</u></b>
10 years and less than 15 years	\$ 71.20	\$ 154.86
15 years or more	\$ 141.60	\$ 307.98

**APPENDIX B-1  
MOU 30 AIRPORT OFFICERS  
REGULAR PAY  
OPERATIVE JULY 1, 2005**

			1	2	3	4	5	6
<b>Special Officer III Airport Class Code 3183-3</b>	Regular	HR	\$25.98	\$26.98	\$28.50	\$30.09	\$31.76	\$33.53
	Pay	BW	\$2,078.40	\$2,158.40	\$2,280.00	\$2,407.20	\$2,540.80	\$2,682.40
		MO	\$4,520.52	\$4,694.52	\$4,959.00	\$5,235.66	\$5,526.24	\$5,834.22
		YR	\$54,246.24	\$56,334.24	\$59,508.00	\$62,827.92	\$66,314.88	\$70,010.64
<b>Special Officer IV Airport Class Code 3183-4</b>	Regular	HR		\$28.49	\$30.06	\$31.73	\$33.50	\$35.37
	Pay	BW		\$2,279.20	\$2,404.80	\$2,538.40	\$2,680.00	\$2,829.60
		MO		\$4,957.26	\$5,230.44	\$5,521.02	\$5,829.00	\$6,154.38
		YR		\$59,487.12	\$62,765.28	\$66,252.24	\$69,948.00	\$73,852.56
<b>Airport Safety Officer Class Code 3202</b>	Regular	BW		\$2,279.20	\$2,404.80	\$2,538.40	\$2,680.00	\$2,829.60
	Pay	MO		\$4,957.26	\$5,230.44	\$5,521.02	\$5,829.00	\$6,154.38
		YR		\$59,487.12	\$62,765.28	\$66,252.24	\$69,948.00	\$73,852.56

**APPENDIX B-2**  
**MOU 30 AIRPORT OFFICERS**  
**REGULAR PAY AND BONUSES - OPERATIVE JULY 1, 2005**

		1	2	3	4	5	6
<b>Special Officer III Airport - Class Code 3183-3</b>							
Regular Pay	HR	\$25.98	\$26.98	\$28.50	\$30.09	\$31.76	\$33.53
	BW	\$2,078.40	\$2,158.40	\$2,280.00	\$2,407.20	\$2,540.80	\$2,682.40
	MO	\$4,520.52	\$4,694.52	\$4,959.00	\$5,235.66	\$5,526.24	\$5,834.22
	YR	\$54,246.24	\$56,334.24	\$59,508.00	\$62,827.92	\$66,314.88	\$70,010.64
Basic POST 3% of Regular Pay	HR	\$0.78	\$0.81	\$0.86	\$0.90	\$0.95	\$1.01
	BW	\$62.40	\$64.80	\$68.80	\$72.00	\$76.00	\$80.80
	MO	\$135.72	\$140.94	\$149.64	\$156.60	\$165.30	\$175.74
	YR	\$1,628.64	\$1,691.28	\$1,795.68	\$1,879.20	\$1,983.60	\$2,108.88
Intermediate POST 1% of Regular Pay	HR	\$0.26	\$0.27	\$0.29	\$0.30	\$0.32	\$0.34
	BW	\$20.80	\$21.60	\$23.20	\$24.00	\$25.60	\$27.20
	MO	\$45.24	\$46.98	\$50.46	\$52.20	\$55.68	\$59.16
	YR	\$542.88	\$563.76	\$605.52	\$626.40	\$668.16	\$709.92
Advanced POST 2% of Regular Pay	HR	\$0.52	\$0.54	\$0.57	\$0.60	\$0.64	\$0.67
	BW	\$41.60	\$43.20	\$45.60	\$48.00	\$51.20	\$53.60
	MO	\$90.48	\$93.96	\$99.18	\$104.40	\$111.36	\$116.58
	YR	\$1,085.76	\$1,127.52	\$1,190.16	\$1,252.80	\$1,336.32	\$1,398.96
Regular Pay plus ALL bonuses	HR	\$27.54	\$28.60	\$30.22	\$31.89	\$33.67	\$35.55
	BW	\$2,203.20	\$2,288.00	\$2,417.60	\$2,551.20	\$2,693.60	\$2,844.00
	MO	\$4,791.96	\$4,976.40	\$5,258.28	\$5,548.86	\$5,858.58	\$6,185.70
	YR	\$57,503.52	\$59,716.80	\$63,099.36	\$66,586.32	\$70,302.96	\$74,228.40

**Special Officer IV Airport - Class Code 3183-4**

Regular Pay	HR	\$28.49	\$30.06	\$31.73	\$33.50	\$35.37
	BW	\$2,279.20	\$2,404.80	\$2,538.40	\$2,680.00	\$2,829.60
	MO	\$4,957.26	\$5,230.44	\$5,521.02	\$5,829.00	\$6,154.38
	YR	\$59,487.12	\$62,765.28	\$66,252.24	\$69,948.00	\$73,852.56
Basic POST 3% of Regular Pay	HR	\$0.85	\$0.90	\$0.95	\$1.01	\$1.06
	BW	\$68.00	\$72.00	\$76.00	\$80.80	\$84.80
	MO	\$147.90	\$156.60	\$165.30	\$175.74	\$184.44
	YR	\$1,774.80	\$1,879.20	\$1,983.60	\$2,108.88	\$2,213.28
Intermediate POST 1% of Regular Pay	HR	\$0.28	\$0.30	\$0.32	\$0.34	\$0.35
	BW	\$22.40	\$24.00	\$25.60	\$27.20	\$28.00
	MO	\$48.72	\$52.20	\$55.68	\$59.16	\$60.90
	YR	\$584.64	\$626.40	\$668.16	\$709.92	\$730.80
Advanced POST 2% of Regular Pay	HR	\$0.57	\$0.60	\$0.63	\$0.67	\$0.71
	BW	\$45.60	\$48.00	\$50.40	\$53.60	\$56.80
	MO	\$99.18	\$104.40	\$109.62	\$116.58	\$123.54
	YR	\$1,190.16	\$1,252.80	\$1,315.44	\$1,398.96	\$1,482.48
Regular Pay plus ALL bonuses	HR	\$30.19	\$31.86	\$33.63	\$35.52	\$37.49
	BW	\$2,415.20	\$2,548.80	\$2,690.40	\$2,841.60	\$2,999.20
	MO	\$5,253.06	\$5,543.64	\$5,851.62	\$6,180.48	\$6,523.26
	YR	\$63,036.72	\$66,523.68	\$70,219.44	\$74,165.76	\$78,279.12

**APPENDIX B-2  
MOU 30 AIRPORT OFFICERS  
REGULAR PAY AND BONUSES - OPERATIVE JULY 1, 2005**

		1	2	3	4	5	6
<b>Special Officer IV Airport - Class Code 3183-4</b>							
Regular Pay	BW		\$2,279.20	\$2,404.80	\$2,538.40	\$2,680.00	\$2,829.60
	MO		\$4,957.26	\$5,230.44	\$5,521.02	\$5,829.00	\$6,154.38
	YR		\$59,487.12	\$62,765.28	\$66,252.24	\$69,948.00	\$73,852.56
Basic POST 3% of Regular Pay	BW		\$68.00	\$72.00	\$76.00	\$80.80	\$84.80
	MO		\$147.90	\$156.60	\$165.30	\$175.74	\$184.44
	YR		\$1,774.80	\$1,879.20	\$1,983.60	\$2,108.88	\$2,213.28
Intermediate POST or FF I 1% of Regular Pay	BW		\$22.40	\$24.00	\$25.60	\$27.20	\$28.00
	MO		\$48.72	\$52.20	\$55.68	\$59.16	\$60.90
	YR		\$584.64	\$626.40	\$668.16	\$709.92	\$730.80
Advanced POST or FF II 2% of Regular Pay	BW		\$45.60	\$48.00	\$50.40	\$53.60	\$56.80
	MO		\$99.18	\$104.40	\$109.62	\$116.58	\$123.54
	YR		\$1,190.16	\$1,252.80	\$1,315.44	\$1,398.96	\$1,482.48
Regular Pay plus ALL bonuses	BW		\$2,415.20	\$2,548.80	\$2,690.40	\$2,841.60	\$2,999.20
	MO		\$5,253.06	\$5,543.64	\$5,851.62	\$6,180.48	\$6,523.26
	YR		\$63,036.72	\$66,523.68	\$70,219.44	\$74,165.76	\$78,279.12

Note: The annual salary for Airport Safety Officers (Platoon Duty) is based on a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods a year.

**APPENDIX B-3  
MOU 30 AIRPORT OFFICERS  
BIWEEKLY/MONTHLY LONGEVITY PAY  
OPERATIVE JULY 1, 2005**

<b><u>Years of Service Completed</u></b>	<b><u>Biweekly</u></b>	<b><u>Monthly</u></b>
10 years and less than 15 years	\$ 73.60	\$ 160.08
15 years or more	\$ 147.20	\$ 320.16

## **APPENDIX C**

### **SALARY NOTES**

Operative the first pay period following June 12, 2002, the noise provisions of Note K, Administrative Code Section 4.61, "or consisting of working in an area where the noise level is 85 decibels or higher," shall apply to members of this Unit only as follows:

1. Any Special Officer working at the Los Angeles International Airport and regularly assigned to the Shooting Range, shall receive a one premium level bonus (2.75%) pension-based when so assigned.
2. Any Airport Safety Officer working at the Ontario Airport and assigned to Foot Patrol Operation to patrol Terminal 2, shall receive a one premium level bonus (2.75%) for each day so assigned.

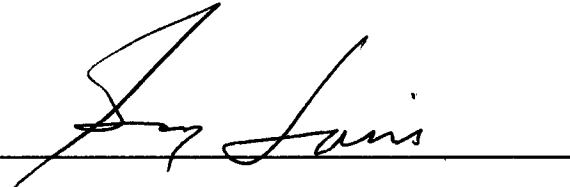
**LETTER OF INTENT**

**MOU Re-opener on Economic Issue**

The undersigned parties agree that during the term of the 2004-06 MOU, the MOU may be re-opened on economic issues if the Mayor and Council officially declare an economic emergency. The parties further agree that an economic emergency will be declared only after notifying the union. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

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

FOR THE UNION:



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4-21-05


Date

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\_\_\_\_\_  
Date

FOR MANAGEMENT:



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William T Fujioka  
City Administrative Officer

4-26-05

Date

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: August 2, 2005

To: Laura N. Chick, Controller  
Attn: Shirley Tan, Principal Deputy Controller

From: Royce A. Menkus, Assistant City Administrative Officer *RAMenkus*

Subject: **TECHNICAL CORRECTION TO AIRPORT PEACE OFFICERS MOU 30**

In accordance with the Council instruction (C.F. 05-0723) which authorizes the City Administrative Officer to correct any clerical errors in the subject Memorandum of Understanding, this is to notify you that the Salary Appendix B-2 has been revised. The salaries listed on Appendix B-2, page 51, has the incorrect class title (Special Officer IV, Code 3184-4). The correct class title is Airport Safety Officer, Class Code 3202 (See attached corrected page).

If you have any questions regarding this matter, please contact Alex Basquez at (213) 978-7633.

RAM:ARB:kec4

c: Paul Bechely, LAAPOA  
Emmy Arceno, Controller's Office  
Sally Choi, LACERS  
Zna Houston, City Attorney's Office  
Maryanne Kheehn, Personnel Department  
Thomas Simonovski, Airports

**APPENDIX B-2  
MOU 30 AIRPORT OFFICERS  
REGULAR PAY AND BONUSES - OPERATIVE JULY 1, 2005**

		1	2	3	4	5	6
<b>Airport Safety Officer - Class Code 3202</b>							
Regular Pay	BW		\$2,279.20	\$2,404.80	\$2,538.40	\$2,680.00	\$2,829.60
	MO		\$4,957.26	\$5,230.44	\$5,521.02	\$5,829.00	\$6,154.38
	YR		\$59,487.12	\$62,765.28	\$66,252.24	\$69,948.00	\$73,852.56
Basic POST	BW		\$68.00	\$72.00	\$76.00	\$80.80	\$84.80
3% of Regular Pay	MO		\$147.90	\$156.60	\$165.30	\$175.74	\$184.44
	YR		\$1,774.80	\$1,879.20	\$1,983.60	\$2,108.88	\$2,213.28
Intermediate POST or FF I	BW		\$22.40	\$24.00	\$25.60	\$27.20	\$28.00
1% of Regular Pay	MO		\$48.72	\$52.20	\$55.68	\$59.16	\$60.90
	YR		\$584.64	\$626.40	\$668.16	\$709.92	\$730.80
Advanced POST or FF II	BW		\$45.60	\$48.00	\$50.40	\$53.60	\$56.80
2% of Regular Pay	MO		\$99.18	\$104.40	\$109.62	\$116.58	\$123.54
	YR		\$1,190.16	\$1,252.80	\$1,315.44	\$1,398.96	\$1,482.48
Regular Pay plus ALL bonuses	BW		\$2,415.20	\$2,548.80	\$2,690.40	\$2,841.60	\$2,999.20
	MO		\$5,253.06	\$5,543.64	\$5,851.62	\$6,180.48	\$6,523.26
	YR		\$63,036.72	\$66,523.68	\$70,219.44	\$74,165.76	\$78,279.12

Note: The annual salary for Airport Safety Officers (Platoon Duty) is based on a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods a year.