

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE SUPERVISORY PEACE OFFICERS UNIT (MOU NO. 39)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered this 30th day of
March, 2006.**

BY AND BETWEEN

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

AND THE

**AIRPORT SUPERVISORY POLICE OFFICERS=ASSOCIATION OF LOS ANGELES
(hereinafter referred to as Association@**

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City and applicable State law, the Airport Supervisory Police Officers' Association of Los Angeles was certified October 28, 1992, by the Employee Relations Board as the certified representative of City employees in the Supervisory Peace Officers' Unit (hereinafter referred to as "Unit") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes the Airport Supervisory Police Officers's Association of Los Angeles as the exclusive representative of the employees in said Unit, in accordance with the provisions of Section 4.822 of the Los Angeles Administrative Code. The term "employee" as used herein, shall refer only to employees employed by the City in the classifications listed in the salary appendices, as well as such classes as may be added hereafter by the Employee Relations Board.

ARTICLE 2 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. The 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 3 PARTIES TO MEMORANDUM OF UNDERSTANDING

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

- B. 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.

Class Title	Class Code	New Class Title	New Class Code
Senior Special Officer	3185	Airport Police Sergeant	3226
Principal Special Officer	3198	Airport Police Lieutenant	3227

ARTICLE 4 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

In the event the Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other during the period from April 1, 2006, through May 30, 2006, its written proposals for such successor Memorandum of Understanding.. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of either party's request for such meeting.

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that prior to the implementation of this Memorandum of Understanding and during the period of time it is being considered by the Mayor, City Council, Council Committees and the head of the Department represented herein for action, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committee or said department head individually to advocate any additions or deletions to the terms and conditions of said Memorandum of Understanding. However, this Article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or the department head, nor meeting with individual members of the City Council or department head to advocate or urge the adoption and approval of this Memorandum of Understanding.

ARTICLE 6 FULL UNDERSTANDING

Management and Association acknowledge that during the meet and confer process, each had the unlimited rights 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 2(c).

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

ARTICLE 7 PROVISIONS OF LAW AND SEPARABILITY

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal and State Laws, City ordinances and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or similar independent Commissions of the City. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or City Charter, local laws, ordinances or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 8 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 2, Implementation of Memorandum of Understanding, are fully met, but in no event shall the provisions of this Memorandum of Understanding become effective prior to 12:01 A.M. on July 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2006.

ARTICLE 9 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 10 NOTICE OF CHANGES IN WORK RULES

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

Nothing contained in this Article shall be construed as a limitation on the right of Management to implement new written departmental working rules or make changes in such existing rules in cases of an emergency. 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.

ARTICLE 11 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 12 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 other written material which has received the prior approval of the Departmental Management not outlined above.

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.

ARTICLE 13 PAYROLL DEDUCTION AND DUES

During the term of this MOU, and upon compliance with the requirements of the Los Angeles Administrative Code and the rules and regulations of the Controller pertaining thereto, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly in twenty-four (24) increments annually from the salary of each employee in this Unit who files with the Controller a written

authorization that such deductions be made. A nine cent (\$.09) fee will be assessed by the Controller for the processing of each deduction taken, and will be deducted biweekly. Payroll deductions for Association dues shall be increased proportionately in the same pay period as any general salary increase for this Unit is implemented. Remittance of the aggregate amount of said dues, will be made to the Association by the Controller within thirty (30) working days after said dues and/or deductions were deducted.

ARTICLE 14 RELEASE TIME

This article shall become effective on the first day of the first pay period following the effective date of this MOU. The City will permit up to a maximum of 100 hours during fiscal year 2005-06 and thereafter a maximum of 300 hours each fiscal year of time off for Association Directors to participate in employee organization representation activities, subject to the following:

- A. The employee shall submit a request for release time off from his/her assigned work days at least seven (7) calendar days prior to the effective release date, specifying the starting and ending dates of release. Management may waive this requirement when the need for release time could not be anticipated seven (7) calendar days in advance and the employee's absence does not create an operational problem or require Management to back-fill the absence with overtime.
- B. Management approves.
- C. Minimum time off taken must be in at least four-hour increments for each released officer.
- D. Minimum staffing is not impacted.

The Association will reimburse the City for all salary and benefits costs for such release time. The Airports Department will bill the Association quarterly each contract year for actual time used.

Management denial of release time is not subject to the grievance procedure.

ARTICLE 15 EMPLOYMENT OPPORTUNITIES

The Personnel Department will mail to Association copies of all recruitment bulletins and tentative examination bulletins approved by the head of the Examining Division of the Personnel Department, two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

ARTICLE 16 USE OF CITY FACILITIES

The Association may use Department of Airport facilities, with prior approval, for the purpose of holding meetings to the extent that such facilities are 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, the Association will provide or assume the cost of such service(s) or facility.

ARTICLE 17 SAFETY

Section I

Safety clothing and equipment currently provided by Management shall continue to be provided as long as the need exists; Association members shall utilize, in so far as practical, all safety clothing and equipment during working hours.

Section II

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 purposes, if elimination of the hazardous condition is not within the immediate supervisor's capability.
- C. If elimination of the said 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 II

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 Personnel Department's Occupational Health Services Division 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 18 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 office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.

No adverse comment may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her for his/her records. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.

A "Notice to Correct Deficiencies" may be sealed by Management upon the request of an affected employee if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of two (2) years from the date the most recent notice was issued or management action taken.

ARTICLE 19 UNIFORMS

A. Uniform Allowance

1. Uniforms required by Management for full time employees will be replaced, maintained, and cleaned at the employees expense. Management will continue to give each unit member an allowance of thirty dollars (\$30.00) each pay period for this purpose.
2. The biweekly uniform allowance shall be \$38.31 each pay period effective January 9, 2006 (pay period 15) through December 30, 2006 (pay period 13) at which time this payment shall cease.
3. Effective December 31, 2006 employees will receive an annual lump sum uniform allowance. Management will provide an annual payment of one

thousand dollars (\$1,000) to Unit members. This payment will be made by separate check distributed between December 1st and December 15th each year beginning in December 2006 and continuing each year thereafter. This payment is for the upcoming calendar year.

4. Unit members may only receive one uniform allowance from the City each year. During the calendar year in which an employee is promoted to a classification in this Unit, such employee may only receive one uniform allowance from this MOU or the employees prior MOU whichever is greater.
- B. Replacement of uniforms and personal property shall be in accordance with departmental manual section on reimbursement for lost or damaged property.
 - C. This allowance is subject to State and Federal taxes.

ARTICLE 20 CALL BACK PAY

Whenever Unit members, except those assigned to 24-hour shifts, are ordered by the head of their department, office or bureau 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 premium pay.

ARTICLE 21 OFF-DUTY STANDBY COMPENSATION

This article shall become effective on the first day of the first pay period following the effective date of this MOU.

- A. Any unit member assigned as K-9 Duty Supervisor, Emergency Services Duty Supervisor, and the Investigation Duty Supervisor, who are required by Management 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 when the individual reports to the designated place of assignment and will terminate when the employee is released from duty. Under no condition will time be allowed for travel.

ARTICLE 22 RAIN GEAR

Management shall continue to 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 23 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/her regular salary. Provided, however, that any jury attendance fees received by any employee who receives his/her regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to the Department of Airports. Should any employee fail to deposit jury attendance fees as required by this Article within 30 days from the last day of jury service, the Department shall notify the Accounting Bureau of such non-deposit and it shall turn the amount over to an authorized collection agency. The absence of the employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code.

ARTICLE 24 CIVIC DUTY

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. The court of competent jurisdiction is defined as a court within the County in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

ARTICLE 25 GRIEVANCE PROCEDURE

Section 1 - 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 of 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.

Step 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 date 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 to 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 the City's Grievance Initiation Form with his/her immediate supervisor for forwarding to the person designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

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 the City's Grievance Appeal Form with his/her immediate supervisor for forwarding to the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

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 the City's Grievance Appeal Form with his/her immediate supervisor for

forwarding to the Department's 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) 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 not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

ARTICLE 26 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.

ARTICLE 27 FAMILY AND MEDICAL LEAVE

I. Authorization for Leave

During the term of this MOU, 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 LAAC Section 4.127), upon the request of the employee, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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 (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 completion of the previous 12-month period.

II. 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. Son or daughter 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.

III. 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, adoption or foster care of a child, but the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to care for a sick parent, however, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

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 limitation for spouses or domestic partners does not apply to leave taken by one employee to care for the other who is seriously ill, or to care for a child with a serious health condition.

IV. Conditions

- A. 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. The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may be granted prior to placement if an absence from work is required.
- C. 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. 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 facility; or
 - 2. A period of incapacity requiring an absence of greater than three calendar 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 or 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 absence 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. 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.

- G. 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.
- H. In accordance with State law, employees may be eligible up to four (4) months (nine [9] pay periods) of pregnancy-disability leave in addition to the four (4) months (nine [9] pay periods) of family medical leave. Such leave may be taken before or after the family and medical leave, depending on the period of time that a doctor certifies the employee is unable to work due to a pregnancy-related condition.
- I. A personal leave beyond the four (4) months (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.

V. 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 take 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 practical.

B. Management

In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management 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.

VI. 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.

Effective January 1, 1998, 50% Sick Leave banks will be frozen.

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 discretion, with management approval after exhaustion of 100% sick leave (No. 3 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.

B. Childbirth (father or domestic partner), 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.

Effective January 1, 1998, 50% Sick Leave banks will be frozen.

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 discretion, with management approval after exhaustion of 100% sick leave (No. 3 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.

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.

VII. Sick Leave Rate of Pay

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

VIII. 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.

ARTICLE 28 ACTIONS BY EMPLOYEE RELATIONS BOARD

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

ARTICLE 29 WORKING HOURS

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 a work 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 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 objectives of the Bureau. In all cases, a regular full-time employee shall work a total of 160 hours in each 28 work day deployment period. Compensated time off (as duly authorized) will be considered as time worked.

ARTICLE 30 MEAL PERIODS

The meal period for Unit members shall be 30 minutes and shall not be counted as time worked. An employee who is called to duty during his or 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 times the employee's regular rate of pay.

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

ARTICLE 31 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 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 32 OVERTIME

A 7(k) exemption under the Fair Labor Standards Act (FLSA) is hereby continued for special and safety 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

During the term of this Memorandum of Understanding, compensation for overtime worked by employees in classifications listed in the appendices herein, shall be made in accordance with current practices, all provisions of the overtime resolution for the Department of Airports, and the Fair Labor Standards Act.

ARTICLE 33 PLATOON DUTY PERSONNEL

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, "B" Platoon, and "C" Platoon, respectively. Personnel shall be assigned to these platoons as prescribed by the General Manager or designee. A tour of duty is a 24-hour shift in one of the above platoons and will be in accordance with the annual work calendar published by the Department.

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 Compensation

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.) shall not be considered 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 (1-1/2) 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, or the actual number of hours worked if in excess of four (4) hours. Overtime compensation shall be by cash payment at the rate of one and one-half (1-1/2) times the regular rate 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 undertime 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 a regular 40-hour work week and 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. bereavement leave, holiday, sick, jury duty, IOD, etc.) and uninterrupted meal periods shall not be considered hours worked.
3. When 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 1-1/2 times the regular rate, as defined by the FLSA.

ARTICLE 34 VACATIONS

- A. Management's present practices with regard to vacations will be continued during the term of this Memorandum of Understanding. Such practices shall be in accordance with Sections 4.244 - 4.256 of the Los Angeles Administrative Code.

- B. Effective July 1, 1996, each employee in this Unit who has completed his/her qualifying year, shall earn and accrue vacation credits, subject to deductions for absences, pursuant to the schedules set forth in Los Angeles Administrative Code Section 4.245.

- C. In addition to the annual vacation benefits described in Los Angeles Administrative Code Section 4.245, effective January 3, 1999, and continuing thereafter, each employee shall earn and accrue 104 hours additional paid vacation per annum computed and accumulated at the rate of 8.66 hours monthly which are provided as replacement for the holiday benefits that are being relinquished. This change in vacation/holiday benefits shall not apply to platoon duty personnel.

ARTICLE 35 VACATION SCHEDULE

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 36 BILINGUAL PREMIUM

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 37 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 38 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 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 \$606.06 effective January 1, 2003.

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 domestic partner, or the dependents of such domestic partner.

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 the 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, 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 or 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 39 ASSOCIATION INSURANCE PROGRAM

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

Effective in the first full pay period following the adoption of the implementing ordinance, management will forward twenty-eight dollars (\$28.00) bi-weekly to carriers designated by 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.

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 40 HOLIDAYS

Effective January 3, 1999, members of this Unit will no longer receive holidays. Instead, employees shall receive an additional 104 hours of a paid vacation per annum as described in Article 32, paragraph C. This provision shall not apply to platoon duty employees.

ARTICLE 41 SICK LEAVE BENEFITS

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

ARTICLE 42 FAMILY ILLNESS

Management's present practice of allowances for leave for illness in the family will be continued during the term of this Memorandum of Understanding, except that the aggregate number of working days allowed in any one calendar year with full pay shall not exceed twelve (12) days. Such practice of allowance for leave for illness in family shall be in accordance with Section 4.127 of the Los Angeles Administrative Code.

ARTICLE 43 BEREAVEMENT LEAVE

Management's present practice with regard to allowance for leave because of family member deaths will be continued during the term of the Memorandum of Understanding except the definition of immediate family shall include grandparents, stepparents and step-children. 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 ~~An~~ 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. By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

ARTICLE 44 RETIREMENT BENEFIT

A. Benefits

For employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement Formula and subsidies of:

1. One-half (**2**) the employees' retirement contribution rates, and
2. An additional two percent (2%) of compensation earnable after the one-half (**2**) subsidy, shall be continued during the term of the 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's Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the City Employees' Retirement System. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

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 minor modification, the proposal shall be treated as a major modification.

ARTICLE 45 COMPENSATION FOR COURT APPEARANCES

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

A. Basic Compensation

An employee, must report to court when subpoenaed or remain on-call. If the employee to appears 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(l) 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(l) 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 46 WORKERS' COMPENSATION

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

"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 "sudden severe traumatic injury." to the Controller.

- C. 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 47 CITY-ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

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

It is the purpose of this Memorandum to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the Association and to establish and maintain proper standards of wages, hours and other terms or conditions of employment.

C. No Strike-No Lockout

In consideration of the mutual desire of Management and the Association to promote and ensure harmonious relations and in consideration of the above Mutual Pledge of Accord, The City stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike resulting in the withholding of service by the members during the term of this Memorandum of Understanding as set forth in Article 8. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report immediately upon instructions of the Association, they shall be deemed to have forfeited their rights under this Memorandum. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

ARTICLE 48 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 management representative for the work site. In the event immediate access cannot be authorized, the management representative shall inform the Association as to the earliest time when access can be granted.

Association shall give to the Department of Airports and City Administrative Officer a written list of its authorized Association Representatives which list shall be kept current by the Association.

This Article shall not be construed as a limitation on the powers of the General Manager or designee to restrict access to areas designated as security or confidential.

ARTICLE 49 EDUCATION AND TRAINING INCENTIVE

In addition to the salaries set forth for the classifications in the salary appendices of this Memorandum of Understanding, employees covered by this agreement who qualify shall receive one of the following educational/training bonuses upon presentation of the appropriate Post Certificate or Fire Marshal Certificate, Certificate of Completion (for members assigned to Ontario) to Management.

- A. 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 a Supervisory Certificate; or
- B. Twenty 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 a Management Certificate; or
- C. Twenty dollars biweekly for employees in the class of Senior Airport Safety Officers for completion of the training and educational requirements for the State Fire Marshal Certificate.
- D. Unit members hired subsequent to June 30, 1996 will not be eligible to receive the bonuses described in paragraphs A, B, or C.
- E. The bonuses described in paragraphs A, B and C shall not be included as a part of base pay for the appropriate step rate of their salary range.

- F. Senior Airport Safety Officers hired after July 1, 1996, who possess a P.O.S.T. shall continue to receive a P.O.S.T. Certificate bonus for a period of six months. In order to continue this bonus, the individual must present to management a State Fire Marshal Certificate.
- G. Eligibility for the bonus described in paragraph F shall commence upon presentation of the appropriate certificate to management.
- H. Any Senior or Principal Special Officer who successfully completes the requirements for a Basic P.O.S.T. certificate and has presented this certificate to management, shall receive a POST bonus equal to three percent (3%) of regular pay.
- I. Beginning July 1, 2001, any Senior or Principal Special Officer who has successfully completed the requirements for an Intermediate P.O.S.T. Certificate and has presented this certificate to management, shall, effective date of presentation, receive a bonus equal to one percent (1%) of biweekly regular pay.
- J. Beginning July 1, 2001, any Senior or Principal Special Officer who has successfully completed the requirements for an Advanced P.O.S.T. Certificate and has presented this certificate to management, shall, effective the date of presentation, receive an additional bonus of two percent (2%) of biweekly regular pay.
- K. Beginning July 1, 2001, any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter I or Intermediate P.O.S.T. Certificate and has presented this certificate to management, shall, effective the date of presentation, receive an additional bonus equal to one percent (1%) of biweekly regular pay.
- L. Beginning July 1, 2001, any Senior Airport Safety Officer who has successfully completed the requirements for a Firefighter II or Advanced P.O.S.T. Certificate and has presented this certificate to management, shall, effective the date of presentation, receive an additional bonus of two percent (2%) of biweekly regular pay.
- M. Individuals who qualify for either of the Certificates described above in H through K at the time they are hired and present the above certificate(s) to management, shall receive the applicable bonus upon commencement of employment.
- N. The provisions of this Article shall not be grievable. Any dispute concerning the interpretation of this Article will be resolved by the Department, the City Administrative Officer, and the Association.

ARTICLE 50 SALARIES

The salary ranges shown in Appendices A through C will become operative as follows:

<u>Appendix</u>	<u>Operative Date</u>
Appendix A	July 1, 2003
Appendix B	July 1, 2004
Appendix C	July 1, 2005

Note 1. Senior Airport Safety Officers shall receive one premium level (2.75%) above the appropriate step rate of his/her salary range as long as he/she maintains a current EMT Certificate. This bonus shall not be included as part of the employee's base salary. Management shall notify the Controller of each employee who is eligible for this bonus. The provision of this note shall not be grievable.

Note 2. The annual salary for Senior Airport Safety Officer is based upon a work year of 2,922 hours. The bi-weekly amount reflects the annual salary divided by the number of City pay periods per year.

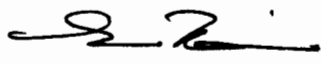
Any dispute concerning the interpretation of this Article will be resolved by the Department, the City Administrative Officer and the Association.

MOU 39-030

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

Airport Supervisory Police Officers
Association of Los Angeles Representatives

City of Los Angeles



President



William T Fujioka
City Administrative Officer



Vice President



Department of Airports

Approved as to form:



Ira P. Houston
City Attorney's Office

3/29/06
Date

**APPENDIX A
REGULAR PAY
OPERATIVE JULY 1, 2003**

**Sergeant
Range 3086**

	1	2	3	4	5
HR	30.86	32.58	34.40	36.32	38.35
BW	2,468.80	2,606.40	2,752.00	2,905.60	3,068.00
MO	5,369.64	5,668.92	5,985.60	6,319.68	6,672.90
YR	64,435.68	68,027.04	71,827.20	75,836.16	80,074.80

**Lieutenant
Range 3635**

	1	2	3	4	5
HR	36.35	38.38	40.52	42.78	45.17
BW	2,908.00	3,070.40	3,241.60	3,422.40	3,613.60
MO	6,324.90	6,678.12	7,050.48	7,443.72	7,859.58
YR	75,898.80	80,137.44	84,605.76	89,324.64	94,314.96

**Senior Airport Safety Officer
Range 3114**

	1	2	3	4	5
BW	2,491.20	2,630.40	2,776.80	2,932.00	3,095.20
MO	5,418.36	5,721.12	6,039.54	6,377.10	6,732.06
YR	65,020.32	68,653.44	72,474.48	76,525.20	80,784.72

**APPENDIX B
REGULAR PAY
OPERATIVE JULY 1, 2004**

Sergeant Range 3185		1	2	3	4	5
	HR	31.85	33.63	35.51	37.49	39.58
	BW	2,548.00	2,690.40	2,840.80	2,999.20	3,166.40
	MO	5,541.90	5,851.62	6,178.74	6,523.26	6,886.92
	YR	66,502.80	70,219.44	74,144.88	78,279.12	82,643.04

Lieutenant Range 3745		1	2	3	4	5
	HR	37.45	39.54	41.74	44.07	46.53
	BW	2,996.00	3,163.20	3,339.20	3,525.60	3,722.40
	MO	6,516.30	6,879.96	7,262.76	7,668.18	8,096.22
	YR	78,195.60	82,559.52	87,153.12	92,018.16	97,154.64

Senior Airport Safety Officer Range 3207		1	2	3	4	5
	BW	2,565.60	2,708.80	2,860.00	3,019.20	3,187.20
	MO	5,580.18	5,891.64	6,220.50	6,566.76	6,932.16
	YR	66,962.16	70,699.68	74,646.00	78,801.12	83,185.92

**APPENDIX C
REGULAR PAY
OPERATIVE JULY 1, 2005**

**Sergeant
Range 3463**

	1	2	3	4	5
HR	34.63	36.56	38.60	40.75	43.02
BW	2,770.40	2,924.80	3,088.00	3,260.00	3,441.60
MO	6,025.62	6,361.44	6,716.40	7,090.50	7,485.48
YR	72,307.44	76,337.28	80,596.80	85,086.00	89,825.76

**Lieutenant
Range 3934**

	1	2	3	4	5
HR	39.34	41.53	43.85	46.29	48.87
BW	3,147.20	3,322.40	3,508.00	3,703.20	3,909.60
MO	6,845.16	7,226.22	7,629.90	8,054.46	8,503.38
YR	82,141.92	86,714.64	91,558.80	96,653.52	102,040.56

**Senior Airport Safety Officer
Range 3492**

	1	2	3	4	5
BW	2,793.60	2,949.60	3,114.40	3,288.00	3,471.20
MO	6,076.08	6,415.38	6,773.82	7,151.40	7,549.86
YR	72,912.96	76,984.56	81,285.84	85,816.80	90,598.32

Management Proposal

LETTER OF INTENT

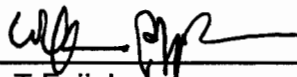
MOU Re-opener on Economic Issue

The undersigned parties agree that during the term of the 2003-06 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:

FOR MANAGEMENT:



William T Fujioka
City Administrative Officer

3/30/06

Date

3-29-06

Date