

**MEMORANDUM OF UNDERSTANDING NO. 24
FOR JOINT SUBMISSION TO THE CITY COUNCIL REGARDING**

**POLICE OFFICERS, LIEUTENANT AND BELOW
REPRESENTATION UNIT**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into
this 15th day of April, 2015**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

THE LOS ANGELES POLICE PROTECTIVE LEAGUE

July 1, 2014 through June 30, 2018

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. Pursuant to the provisions of the Employee Relations Ordinance of the City and applicable State law, the Los Angeles Police Protective League (hereinafter referred to as "League") was certified on November 22, 1972, by the Employee Relations Board as the majority representative of City employees in the POLICE OFFICERS, LIEUTENANT AND BELOW UNIT (hereinafter referred to as "Unit") previously found to be appropriate by the Employee Relations Board.
- B. Management (Mayor, City Council, Board of Police Commissioners, Chief of Police, City Administrative Officer [CAO]) hereby recognizes the League as the exclusive representative of the employees in said Unit, subject to the right of an employee to self-representation. The term "employee" or "employees" as used herein, shall refer only to employees in the classifications listed in the Appendices, as well as such classes as may be added hereafter to the Unit by the Employee Relations Board. Work that is presently performed by employees of the Unit may not be contracted out to non-bargaining unit employees without the agreement of the League.

ARTICLE 1.2 TERM

- A. The term of this Memorandum of Understanding (MOU) shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.4, Approval of Memorandum of Understanding, are fully met, but in no event shall said MOU become operative prior to 0001 on July 1, 2014. This MOU shall expire and otherwise be fully terminated at 2400 on June 30, 2018; however, non-economic provisions and economic provisions without a specific ending date shall remain in full force and effect during the meet and confer process leading to a successor agreement.
- B. The terms and conditions contained in this MOU shall remain in full force and effect throughout the entire term of this MOU. Any request to modify a specific provision of this MOU during the term of the contract shall be processed as a requested MOU amendment through the Office of the City Administrative Officer.

ARTICLE 1.3 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

- A. A written request to commence meet and confer sessions for a successor MOU shall be submitted by the requesting party during the period from February 1, 2018, through March 31, 2018.
- B. Meet and confer sessions shall begin by mutual agreement of both parties.

ARTICLE 1.4 APPROVAL OF MEMORANDUM OF UNDERSTANDING

This MOU shall become effective when:

- A. The agreement has been ratified by the employees of the Unit; and
- B. The agreement has been approved by the City Council in the manner required by law.

ARTICLE 1.5 OBLIGATION TO SUPPORT

The League and Management agree that prior to the implementation of this MOU and during the period of time it is being considered by the City Council for action, neither the League nor Management, nor their authorized representatives will appear before the City Council nor meet with the members of the City Council individually to advocate any addition or deletion to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.6 PROVISIONS OF LAW AND SEPARABILITY

This MOU is subject to all current and future applicable federal and State laws and the City Charter. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or State laws, or the Charter of the City of Los Angeles, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, said Article, part, or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

All Appendices and Letters of Intent attached hereto are hereby incorporated and made part of this MOU.

ARTICLE 1.7 CITY 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 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 any 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 1.8 CITY-LEAGUE 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 League during the term of this MOU.

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 MOU to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the League 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 League to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of Unit employees, and the League and its represented employees stipulate that there shall be no strike resulting in the withholding of service by the employees during the term of this MOU as set forth in Article 1.2. Should such a strike or actions by League-represented employees occur, the League shall immediately instruct the employees to return to work. If they do not report to work immediately upon instructions of the League, they shall be deemed to have forfeited their rights under this MOU. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

**ARTICLE 1.9 APPLICATION OF LOS ANGELES ADMINISTRATIVE CODE
DIVISION 4**

Sections of Los Angeles Administrative Code Division 4 as they existed on the effective date of this MOU pertaining to police officer classifications, salaries, salary administration, benefits and other terms or conditions of employment that are not inconsistent with the provisions herein are hereby incorporated into this MOU.

SECTION 2.0 LEAGUE SECURITY/EMPLOYEE RELATIONS

ARTICLE 2.1 ACTIONS BY THE EMPLOYEE RELATIONS BOARD

Should any action(s) by the Employee Relations Board prior to the expiration of this MOU result in any significant changes to the composition of this Unit, Management and the League will meet and confer as soon as possible thereafter to consider any revisions or amendments thereto that may be required to ensure that the interests of newly acquired employees to this Unit are protected.

ARTICLE 2.2 BULLETIN BOARDS

The Police Department shall provide bulletin board space at each work location which may be used by the League for posting notices of official League business. If a notice is believed to be inappropriate for placement in the workplace, the Employee Relations Administrator shall resolve all conflicts.

ARTICLE 2.3 UNIT MEMBERSHIP LIST

Management will provide the League, within 30 days from the effective date of this MOU and each 30 days thereafter, an electronic file in PaySR format, or any subsequently developed and adopted format, of Unit employees listing the employee's name, employee number, class title, home address, home phone number, and division of assignment, as applicable. Such file shall identify employees off payroll and the reason therefore.

ARTICLE 2.4 USE OF CITY FACILITIES

- A. The League may use City facilities with prior approval for the purpose of holding meetings to the extent that such facilities are made available to the public, and to the extent that such use of the facility will not interfere with normal departmental operations. With the prior approval of the Area commanding officer, roll call rooms may be made available for League meetings. Participating employees will attend said meetings on their own time except as provided for in Article 2.4.1.
- B. If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the League will provide or assume the cost of such service(s) or facility.

ARTICLE 2.4.1 ATTENDANCE OF DIRECTORS AT ROLL CALLS OR OTHER DEPARTMENT MEETINGS

- A. Any League Director wishing to address Unit employees at a roll call or other Department meeting shall obtain approval from the concerned division commanding officer either directly, via the on-duty watch commander, or through RACR Division. If the request is not approved, the Director may appeal the decision to the Employee Relations Administrator, whose decision shall be final.

Although Management is under no obligation to approve requests by Directors to address on-duty employees, reasonable efforts should be made to honor such requests. Violation of this Article by a Director may constitute an Unfair Employee Relations Practice pursuant to Los Angeles Administrative Code §4.860(b)(3).

Exception: This Article shall not apply to any Director who is attending department-mandated training, during meetings with management to discuss or resolve mutual problems relating to employer-employee relations, or other meetings of a similar nature.

- B. The Department will grant League representatives scheduling priority for on-duty presentations at Department facilities to employees regarding collectively bargained and other benefits. Such presentations shall not interfere with normal Department operations.
- C. The Department shall not permit vendors to access on-duty employees in non-public areas of Department facilities other than those that are mutually agreed upon by the Department and the League. The Employee Relations Administrator will maintain a list of currently permitted vendors.

ARTICLE 2.5 MANAGEMENT/LEAGUE MEETINGS

Meetings at reasonable intervals may be scheduled at the request of the President of the League or the authorized representatives of the City Council and/or Police Department for the purpose of informally discussing potential employer/employee relations issues.

ARTICLE 2.6 RELEASE TIME

- A. The City shall permit up to nine employees elected as League Directors time off for full-time employee organization representation activities. The terms of this Article will continue in effect during negotiations and all applicable City impasse procedures. In the event the League should desire to reduce or increase this number of Directors, the League shall provide the Police Department with fourteen days notice of such change. In any situation deemed an emergency, the

League shall contact the Employee Relations Administrator for mutual resolution of the situation.

- B. During the term of this MOU, the League shall reimburse the City the sum of \$850,000 each fiscal year for the release of League Directors with such payment to be made on a quarterly basis in an amount to be determined and billed by the City Administrative Officer.
- C. Failure of the City to receive reimbursement as stated above, within forty-five days of the billing date, shall constitute the immediate revocation of this provision and the immediate reassignment of the Directors to regular duties for their current class and pay level. At the time such payment is received, this provision will become fully reinstated.
- D. During the period of time a Director is in the service of the League, time spent on League business shall not be considered hours worked for the City for Fair Labor Standards Act purposes, and the Director shall not receive any accrual of vacation or sick leave credit. These benefits are the responsibility of the League. Likewise, no deduction from either of the benefits will be made by the City.
- E. No overtime for League activities will be authorized or paid for any Director covered by this provision, nor will the Directors be eligible for or paid premium holiday pay provided for elsewhere in this MOU. Except, however, for police activities and qualifying, overtime will be compensated in accordance with the provisions of this MOU.
- F. Directors acting in the capacity of full-time employee organization representatives are peace officers employed by the Los Angeles Police Department. As such, they remain subject to the rules, regulations and Code of Conduct provisions applicable to such representatives and all benefits and responsibilities provided for under Section 1070 of the Los Angeles City Charter. If a League Director is served with a notice of intended discipline that the League believes violates Los Angeles Administrative Code §4.860(a)(2), the Director shall have ten business days to serve the Chief of Police with a copy of the Unfair Employee Relations Practice claim filed at the Employee Relations Board regarding this matter. The Chief will not take the contemplated disciplinary action until the Board has adjudicated the unfair charge. The Chief and the League will request an expedited proceeding. If the contemplated disciplinary action is found to be an Unfair Employee Relations Practice by the Board, the Chief will not proceed with the disciplinary action.

Note: "Notice of intended discipline" shall mean service of a Complaint and Relief From Duty, Suspension or Demotion, Form 1.61, for a suspension and/or demotion which is not appealed to a Board of Rights or administrative appeal; or a Decision of the Board and Execution of the Order, Form 1.73; or a Decision of

the Hearing Officer Administrative Appeal Hearing and Order of the Chief of Police, Form 1.73.1.

In the event that a League Director serves a suspension, the Director may continue to perform his or her duties as a Director but shall not act in the capacity of a peace officer or conduct City-related business during such suspension. At the end of each fiscal year, the CAO shall compute the amount of reimbursement not required for any period of suspension served by an active League Director and shall reduce the amount of reimbursement required from the League for the following fiscal year and shall notify the appropriate parties.

During normal business hours or while conducting City-related business, the League Directors shall be considered for Workers' Compensation and pension benefits as employees of the City of Los Angeles and entitled to all benefits that other police officers are entitled to under Division 4 of the Labor Code, the Los Angeles City Administrative Code and the Los Angeles City Charter in the sections and articles applicable to police officers. This provision shall not be limited to normal business hours when a Director is performing the regular duties of a Los Angeles Police Officer.

- G. The League shall indemnify, defend, and hold the City and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by a Director in the service of the League (excluding Workers' Compensation).
- H. League Directors shall be required to qualify once per calendar year during the month of February, March, April, May, September, October, November or December. This qualification requirement shall be met with the officer's primary duty handgun and duty ammunition. Directors are exempt from shotgun qualification.
- I. Except for the provisions of Paragraph C of this Article and misconduct that would warrant a paygrade reduction, when a Director returns to regular duties with the Los Angeles Police Department for any other reason, the Director shall retain his or her current class and paygrade with the applicable hazard, bonus or special pay.

ARTICLE 2.7 PAYROLL DEDUCTIONS AND DUES

- A. During the term of this MOU, League dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the City Controller biweekly in twenty-four increments annually from the salary of each employee in the Unit who files with the City Controller a written authorization that such deductions be made.

- B. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees hereunder shall be made to the League by the City Controller within thirty working days after the conclusion of the month in which said dues and/or deductions were deducted. For each pay period, the City Controller shall provide the League with an electronic report itemizing each deduction for each employee.
- C. A fee of nine cents (\$.09) per deduction may be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

ARTICLE 2.8 SURVEYS

Department personnel are often requested to participate in employee surveys conducted by various entities and third-party consultants. Any survey received by the Department which requests the input of Unit employees must be forwarded to the Employee Relations Administrator (ERA) for evaluation and approval. The ERA will evaluate the survey to ensure that it is not in conflict with the right of the League to represent the interests of League-represented employees. If the ERA disapproves the survey, no further action is required. If the ERA believes the survey is appropriate and would benefit the Department and/or law enforcement, he/she shall discuss further processing of the survey with the League prior to its dissemination.

SECTION 3.0 ON THE JOB

ARTICLE 3.1 PERSONNEL FOLDERS

A. Confidentiality of Personnel Records and Review of Personnel Folder

Employee personnel records are confidential, and access to those records is limited to individuals with a legitimate business purpose to review the records. In addition, an employee shall be entitled to review the contents of his/her official departmental personnel folder, including electronic files, in accordance with the provisions of Government Code Section 3306.5.

An employee shall be provided a copy of all documents, free of charge, before such documents are forwarded for inclusion in the official departmental personnel folder. Prior to forwarding documents for inclusion in the departmental personnel folder, the employee shall sign the documents indicating the employee is aware of such documents in accordance with the provisions of Government Code Section 3305. If the employee refuses to sign a document, the word "Refused" shall be written by a supervisor, and the date and supervisor's name should be noted on the document, and the fact of the refusal shall be signed or initialed by the involved employee.

Note: This is intended to apply to documents such as the Standards Based Assessment, commendations, correspondence, etc. It is not intended to apply to documents such as the Form General 41 that are completed for payroll, adjustments in anniversary dates, vacation, etc., or notes and documents in support of such changes. Any question as to an employee's entitlement to a copy of a document free of charge shall be resolved by the Commanding Officer, Personnel Division, whose decision shall be final.

B. Obtaining Copies of Documents in Personnel Folder

1. In all cases where an employee wishes to obtain copies of documents in the employee's official departmental personnel folder, the employee shall adhere to the procedure set forth below. If the requested document is available in an electronic format, the employee shall be provided an electronic copy, free of charge, via Department email. If the document is not available in an electronic format, the employee shall bear the cost of having copies made pursuant to Administrative Code Section 22.262.
2. **Procedure:**
 - a. The employee shall submit a written request to the Records Unit, Personnel Division, indicating the specific documents to be copied. At the employee's option, the employee may include a telephone number and/or email address where the employee can receive notification if it is determined the request will take more than three working days to complete.
 - b. Records Unit personnel shall have three working days following receipt of the request to complete the work, but may require a longer period of time if extensive copying is requested.
 - c. If an employee believes the request is of an emergency nature and should be processed immediately, the employee shall state this in writing. The Commanding Officer, Personnel Division, shall make the final determination of whether or not the request is of an emergency nature. In making such a determination, consideration shall be given to the purpose or use of the copies requested, the availability of staff to complete the request, and other work pending of a priority nature.

C. Notifications to Employee

If the Department receives a request for disclosure of records from an employee's personnel folder, the Department shall give the employee notice of the request within ninety-six (96) hours of the Department's receipt of the

request. This notification requirement shall apply to, but is not limited to, requests made under the U.S. Supreme Court case in *Brady vs. Maryland*.

ARTICLE 3.2 UNIFORM, MAINTENANCE AND EQUIPMENT ALLOWANCE

A. The City will provide a cash payment of:

\$1,525 in July 2015;
\$1,525 in July 2016;
\$1,525 in July 2017; and
\$1,525 in July 2018.

to eligible employees in the Unit. The payment will cover the cost of uniform replacement, maintenance and other professional expenses and shall be applicable to the prior fiscal year.

- B. To be eligible for this benefit, an employee must have successfully completed basic recruit training.
- C. The annual uniform allowance will not be paid to any officer graduating from the Police Academy during the fiscal year for which a uniform allowance is to be paid.
- D. Whenever an employee who has graduated from the Police Academy and is off probation, leaves City service for any reason, the annual uniform allowance will be prorated by 1/12 for each month of service with any time worked or paid in any month qualifying for reimbursement.
- E. During the fiscal year in which an employee is promoted to Captain, such employee may only receive one uniform allowance. An employee promoted to captain prior to April 1 shall receive such allowance pursuant to the MOU for the Police Officers, Captain and Above Representation Unit. An employee promoted to Captain on or after April 1 shall receive such allowance pursuant to this MOU.
- F. This allowance shall be subject to both State and federal taxation.

ARTICLE 3.3 NOTICE TO CORRECT DEFICIENCIES

This Article standardizes the Department's retention practices concerning the Notice to Correct Deficiencies (NTCD), Form General 78, for employees of this Unit and conforms with State law and existing City of Los Angeles administrative practices.

The NTCD may be used to document deficient performance or censurable incidents involving an employee(s). The concerned employee shall receive the original form, and a copy shall be placed in the employee's Divisional Personnel Folder for one year. After

one year, the NTCD shall be sent to the Personnel Records Section of Personnel Division for permanent retention.

Consistent with the Standard Based Assessment (SBA) performance model, an NTCD may be attached to the SBA for the corresponding evaluation period. In such cases, the NTCD may be reviewed by oral boards or for advancement or promotional purposes. If a NTCD is attached to a SBA, any response by the employee and any subsequent document indicating improvement shall also be attached to either the same SBA or a subsequent SBA.

Note: If a SBA or a NTCD that is attached to a SBA is the subject of an open grievance and the employee is engaged in a Civil Service promotional examination, the employee may submit an Employee's Report (Form 15.7) to the Commanding Officer, Personnel Division, requesting that the SBA be temporarily removed from the employee's personnel folder until the conclusion of the examination process or the grievance procedure, whichever comes first. The Commanding Officer, Personnel Division, shall confirm with the Employee Relations Administrator that the SBA or NTCD is the subject of an open grievance before temporarily removing the SBA from the employee's personnel file.

A NTCD that has not been attached to a SBA for the corresponding evaluation period shall not be available to oral boards or for advancement or promotional purposes. In such cases, the NTCD shall be filed indefinitely in a file separate from the employee's Personnel Package at Personnel Division.

ARTICLE 3.4 A DRUG-FREE WORK PLACE

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

An employee who voluntarily apprises the Department of an addiction or other use-related problems caused by alcohol, gambling, a valid prescription prescribed for the employee (excluding marijuana) or over-the-counter medication will be allowed to become involved in a rehabilitation program. Assistance is available through most City health plans and the Employee Assistance Program (Article 7.14). The Department will take steps necessary to ensure that this disclosure and participation in rehabilitation by the employee is kept confidential. The Department will cooperate with the employee's participation in rehabilitation by allowing the employee to utilize sick leave or other available discretionary leave (i.e., accrued time off or vacation) as necessary.

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

- On his or her own initiative;
- At a point in time not in conjunction with a drug test and when no administrative investigation has been initiated by the Department concerning the employee's addiction or use problem ; and
- That no acts or omissions by the employee related to the addiction or use problem involves any criminality on the part of the employee.

ARTICLE 3.5 SUBSTANCE TESTS

Section 1 - General Prohibition and "For Cause" Testing

- A. Illicit substance or drug abuse by employees of the Department is unacceptable and censurable conduct worthy of strong disciplinary action, up to and including termination.

An employee may only be required to submit to a field sobriety examination, blood, breath or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol when:

1. The employee exhibits objective symptoms of being under the influence of alcohol and/or a narcotic or drug; or
2. There is a reasonable and articulable suspicion that the employee has ingested or absorbed by the body in any other manner an alcoholic beverage, narcotic, or drug.

Note: When drug influence is suspected and the sole basis of the investigation consists of reasonable suspicion, a Drug Recognition Expert (DRE) who holds a supervisory rank shall administer the examination. If a DRE with supervisory rank is unavailable, the examination may be performed by a DRE of non-supervisory rank at the direction of a Department supervisor.

- B. In the event of any such test, the employee shall be entitled to the following protections and procedures:
1. An employee of the same sex as the employee being tested shall be responsible for collecting the urine sample.

2. Sample collection shall be monitored in an atmosphere of privacy and dignity.
3. Sample collection shall be conducted in such a way as to ensure a tamper-proof sample. In the event a sample has been tampered with or a seal broken prior to the lab analysis, the sample shall be declared void and the employee may be immediately retested.
4. Samples collected from employees "for cause" will be booked at Property Division in a sealed Analyzed Evidence envelope (refrigerated). The investigator booking the sample will contact the Officer-In-Charge of the Scientific Investigation Division (SID) Toxicology Unit to request analysis.
5. Testing of any urine sample shall be by a two-stage process, with the second stage analysis done only in the event of and to confirm a positive test result from the first stage analysis of the sample.
6. The first stage sample analysis will be conducted by SID within 21 days after receipt. Depending on the analysis required, the second stage will either be conducted by SID or a contract laboratory. Notification of negative test results will be forwarded via Department e-mail to the subject employee by the Investigating Officer within seven (7) days following receipt of such from SID.
7. Employees who test positive for one or more drugs based on the confirmation test will be given an opportunity to have a portion of the sample retested by a reputable chemical laboratory at City expense. Upon the request of the employee, SID will provide a list of laboratories accredited by the American Society of Crime Lab Directors/Laboratory Accreditation Board (ASCLAD/LAB). The sample will be sent to a laboratory selected from that list by the employee. The sample will have been divided by a representative of SID and released to an authorized agent of the laboratory or sent by overnight mail.

The division of the sample will be done by SID prior to testing. Both samples will be resealed by the SID employee who does the division. The second sample, split from the original sample, will be stored in Property Division until requested by the employee for outside laboratory testing, at City expense.

8. If the outside laboratory reaches a different conclusion than SID after testing the sample, a different reputable outside chemical laboratory will be requested to test the sample a third time at City expense using the selection process outlined above. The findings of the third laboratory will be conclusive.

9. Based on the confirmation test, samples tested positive by SID for a drug(s) in the urine will be resealed by the SID chemist and booked at Property Division. These samples will be maintained for a period of one year in a refrigerated state.
 10. The Department shall ensure that any non-sworn departmental personnel involved in the handling or testing of samples shall not have any prior felony convictions.
- C. Notwithstanding any other provision of this Article, the Department shall also have the discretion to order any sworn employee to submit only to a blood, breath or urine test for the purposes of determining the presence of a narcotic, drug or alcohol on a random basis (to the extent allowed by law). These tests will be conducted in the manner set forth in Section 2 below.
- The exercise of this discretion by the Department shall be deemed a term and condition of such employee's employment and need not be supported by any showing of cause.
- If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.
- D. If any employee requests a representative prior to submitting to a substance test, the employee shall be permitted to consult with a representative telephonically; and the employee shall be permitted to have a representative present, provided that such representative is able to arrive at the scene within two hours of the telephonic contact. If, while awaiting a representative, the employee must relieve himself or herself, the employee must provide a sample to be held by Department representatives pending the employee's receipt of advice; provided, however, that such sample shall be returned immediately to the employee without analysis in the event the employee chooses, after advice, to "refuse" a test. Refusal to obey an order to submit to a test as defined in Paragraph A of this Section may result in disciplinary action for insubordination up to and including termination.

Section 2 - Police Officer Drug Testing Program

A. Procedures

The Department's Police Officer Drug Testing Program was developed to ensure it is as effective, fair, accurate and unintrusive as possible. Consequently, the following procedures will be implemented:

1. Probationary Employee Procedures

- a. All entry level probationary employees will be tested, on a random basis, a maximum of six times during their probationary period.
- b. All tenured employees will be tested, on a random basis, a maximum of twice during their promotional period.
- c. Probationary employees will only be tested twice unless their "testing entity" is randomly selected.

2. Tenured Police Officer Procedures

- a. All tenured police officers will be tested, on a random basis, up to three times a year.
- b. The selection of test subjects will be conducted by computer without human intervention, so that up to 100 tests are conducted every week, in addition to the tests required by the Department of Transportation and those tests administered to probationary police officers.

3. The following shall apply to employees subject to testing in Paragraphs 1 and 2 above:

- a. The collection and maintenance of samples will be conducted by trained professionals to prevent errors.
- b. Analysis of samples will be completed by employees of SID using standard operating procedures.
- c. Test subjects will be allowed to have a positive confirmation test sample retested by a reputable private laboratory.

B. Administration of the Drug Testing Program

Medical Liaison Section (MLS), Personnel Division, is the most appropriate Department entity to administer the Police Officer Drug Testing Program for the following reasons:

- 1. The administration of the program will be carried out on a twenty-four-hours-per-day, seven-days-a-week basis. This responsibility can best be fulfilled by MLS personnel deployed during a Day Watch and "floating" PM/AM Watch.

2. The collection of samples by MLS personnel, as opposed to some other administrative or investigative unit, may help to diminish program resistance.

The Commanding Officer, Personnel Division, will be designated as the Drug Testing Coordinator and the Officer-in-Charge, Medical Liaison Section, will coordinate the daily activities of the program. The collection of samples and the liaison between Personnel Division and test subjects will be assigned only to sworn MLS personnel assigned to the Drug Test Unit (DTU).

Note: All persons associated with the administration of the Police Officer Drug Testing Program will be apprised of the importance of maintaining the confidentiality of all information related to substance testing. Any employee who breaches this trust will be dealt with through the disciplinary process.

C. Test Population and Selection Process

Test subjects for this random urinalysis program will include all sworn personnel of the rank of lieutenant or below.

Entry-level probationary employees will initially be selected for testing while undergoing recruit officer training at the Academy. The second test will be administered once the individual has graduated and has been assigned to field duties. MLS personnel will ensure this occurs. Additionally, all probationary police officers will be eligible for unscheduled random selection and testing throughout their probationary period.

The selection of employees for testing will occur on a random basis by utilizing a computer-generated random numbers program written by employees of Information Technology Division (ITD).

Random numbers tables will be utilized to assign a confidential test identification number to each employee. A listing of each individual's name, serial number, and his/her confidential test identification number will be generated and presented only to the staff of MLS. The employee's social security number will not be displayed on the listing.

Confidential test identification numbers will then be randomly selected by the computer on a monthly basis. The employees whose names match those identification numbers will then be tested for drugs at some point during that month. At the end of the month, the list will expire and a new list will be generated for the following month. The computer program shall ensure that no probationary employee is tested more than six times during their probationary period and no tenured employee will be tested more than three times in one year.

D. Sample Collection

Medical Liaison Section sworn personnel will be responsible for the actual urine collection process. When directed by the Drug Testing Coordinator, they will report to Training Division or an Area/division prior to the beginning of a specific watch to test employees. They will have a copy of a Department Drug Monitoring Log which will list the names and corresponding serial numbers and confidential test numbers of those officers to be tested that day.

The DTU will test whoever is on the list, probationer or tenured employee. The Drug Test Officer maintains possession of the Department Drug Monitoring Log, and provides the names of the employees subject to testing to the Watch Commander or Officer-In-Charge.

At the test location, MLS personnel shall inform the Commanding Officer, or the highest ranking officer present, of the reason for their presence. A determination will be made as to the availability of the employees. When an employee is not working (regular day off, vacation, etc.) or is unavailable (court attendance, booking of a suspect, etc.), MLS personnel will ensure that the employee is tested upon the employee's return to the work site as long as the employee's name remains on the current list. The highest ranking officer available will be aware of the name(s) of the officer(s) to be tested upon return to the station.

The MLS employee will request that an officer of the rank of Sergeant I or Detective II or higher from the Area/division be assigned to the collection process. The division/Area supervisor will be responsible for notifying the available officers of the test and assuring that they immediately report to the MLS employee for processing.

Verification of employee identification will be made through the presentation of appropriate identification (Los Angeles Police Identification Card, California Driver's License, etc.) by each employee.

An MLS employee of the same sex as the employee being tested will accompany the employee to a Department restroom facility. Once inside the restroom facility, the MLS employee will provide the employee with a Department-approved urine sample container. The container will have affixed to it a label which reflects the employee's corresponding confidential test number. The employee will be directed/ordered to provide a urine sample. The sample collection shall be monitored by the MLS employee in an atmosphere of privacy and dignity.

Note: Refusal to obey the order may result in disciplinary action for insubordination up to and including termination.

Employees will be required to provide at least 50 cubic centimeters of urine for testing purposes. Employees who are initially unable to provide a sufficient

quantity of urine will be required to remain under the supervision of the MLS employee until a sufficient quantity can be deposited. The MLS employee shall substantiate all overtime worked due to urine sample collection, which must be approved by a supervisor.

All tested employees will be admonished that disciplinary action will be taken if an employee attempts to dilute or, in any way, tamper with a urine sample.

The provided sample will be divided between two sample containers, each labeled with the tested employee's corresponding confidential test number. The sample will be divided by the tested employee in the presence of the MLS employee.

In the presence of the MLS employee, the employee will be required to place and secure a lid on each urine sample container. The employee's right thumb print will then be inked and rolled on two specially prepared gummed labels by the MLS employee who monitored the test. The tested employee will then affix the labels to each urine sample container. The containers will then display the employee's confidential test identification number and right thumb print for future identification purposes. Additionally, the MLS employee will sign and date two evidence seals and affix them to the containers and lid in the presence of the tested employee. This process will ensure a tamper-proof sample.

In order to preserve the chain or continuity of evidence, the MLS employee monitoring the collection sample will be responsible for transporting the samples and will store them in a secure environment in Property Division. On a weekly basis, the samples will be delivered to SID by MLS personnel, along with a copy of the SID Confidential Drug Sample Report. The confidential test identification number of each tested employee will be used instead of the employee's name on Department documents to ensure confidentiality.

Medical Liaison Section will maintain the second sample in a secure environment in Property Division until notified by the investigator that the sample may be disposed of. If long-term storage is required for positive samples, they will be booked into Property Division by the investigator.

E. Testing of Urine

In order to preserve the chain of custody, urine samples will only be released directly to SID Toxicology personnel. Medical Liaison Section employees will provide SID with a Confidential Drug Sample Report with each delivery of samples. Scientific Investigation Division personnel will complete the form as they test each sample.

Samples collected under the Police Officer Drug Testing Program will undergo the same two-stage testing process as currently utilized for police officer

applicant testing. As a minimum, the following seven classes of drugs will be screened and confirmed by this process:

1. PCP
2. Cocaine Metabolites
3. Opiate Metabolites
4. Barbiturates
5. Amphetamines
6. Marijuana Metabolites
7. Benzodiazepines (Valium, Ativan, Xanax, etc).

The Department uses an Immunoassay process to initially screen all urine samples for drugs. If a sample tests positive, Gas Chromatography (GCMS) or Liquid Chromatography (HPLC/MS) is used to confirm the presence of the suspected drug(s).

Urine sample analysis by SID will be conducted within 21 days after receipt. Test results will be forwarded to the Drug Testing Coordinator via the SID Confidential Drug Sample Report for review. Samples that test negative (no drug in urine) will be destroyed by the Toxicology Unit when testing is complete. Notification of the negative test results will be made via Department e-mail from the Drug Testing Coordinator to the tested employee within seven (7) days of the receipt of the test results.

Samples that test positive (drug in urine) based upon the confirmation test will be resealed by the chemist and stored in a secure location in the Toxicology Unit. They will be maintained for a period of one year in a refrigerated state. The commanding officer of the employee testing positive will be notified immediately and will remove the employee from field duties pending appropriate action.

Note: The Department uses the following screen test minimum concentrations to determine whether a confirmation test will be performed. Any test, either screen or confirmation, that fails to meet the below listed minimum concentrations shall be considered a negative test. Samples that are positive for a drug at both stages of the analysis (screen and confirmation) at concentrations above those listed will be reported as "detected" for the drug class.

	<u>Screen</u>		<u>Confirmation</u>
PCP	25 ng/ml		25 ng/ml
Cocaine Metabolites	150 ng/ml	(benzoylecgonine)	100 ng/ml
Opiate Metabolites	2,000 ng/ml	(6-acetylmorphine)	2,000 ng/ml
Barbiturates	300 ng/ml		10 ng/ml
Amphetamines	500 ng/ml		150 ng/ml
Marijuana			250 ng/ml

Metabolites	50 ng/ml	15 ng/ml
	(delta-9-tetrahydrocannabinol-9-carboxylic acid)	
Benzodiazepines	300 ng/ml	150 ng/ml

ng/ml = nanograms per milliliter

F. Retest Process

Employees who test positive for one or more drugs will be given the opportunity to have a portion of the sample retested by a reputable chemical laboratory at City expense. Upon request of the concerned employee, SID will provide a list of laboratories accredited by ASCLAD/LAB. The sample will be tested by a laboratory selected from that list by the employee. The sample will be released to an authorized agent of the laboratory or sent by overnight mail.

If the outside laboratory reaches a different conclusion from SID after testing the sample, a different reputable outside laboratory will be requested to test the sample a third time at City expense using the selection process outlined above. The findings of the third laboratory will be conclusive.

ARTICLE 3.6 EMPLOYEE TRAVEL

A. Lodging

Every employee required to travel and stay overnight for investigative purposes or for Department-approved training shall be entitled to a single-occupancy room. The cost of such accommodations shall not exceed the maximum lodging rate established by the City unless the additional cost is expressly approved by Fiscal Operations Divisions (FOD).

B. Travel Expense Reimbursement

At the conclusion of any Department-approved travel or training, the concerned employee shall submit a Personal Expense Statement (Form General 16) to FOD within ten (10) working days of such travel detailing all authorized expenditures along with all required supporting documentation. Upon receipt of these documents, FOD shall reimburse the concerned employee as soon as practicable.

SECTION 4.0 WORK SCHEDULES

ARTICLE 4.1 REGULAR HOURS; POSTING SCHEDULED DAYS OFF; AND TIMEKEEPING PROCEDURES

Management and the League agree that Management has adopted the partial overtime exemption of 29 United States Code (U.S.C.) §207(k) for employees entitled to receive overtime pursuant to this MOU and that such adoption occurred in 1985.

A. Purpose, Term, and Limitations

1. The Flexible Work Schedule (FWS) Plan for sworn employees consists of 12-hour, 10-hour, 9-hour, and 8-hour work shifts. In conjunction with one or more of the aforementioned shifts under the FWS Plan, where necessary, shifts of 8 hours or less may be utilized for training, special events, or a partial-day suspension and the like.

For field patrol assignments, the primary FWS shift is 12 hours. 10-hour shifts may be used in a field patrol division as supplemental or overlap shifts, but shall not be used as primary watches to replace the 12-hour shifts.

For all other assignments, the primary FWS shift is 10 hours. A 9-hour or 8-hour shift may be used for some assignments when agreed to by the affected employees.

Any permanent change in the start time of any shift, or the creation or elimination of a watch, requires the written approval of the Employee Relations Administrator, acting for the Chief of Police, and is subject to meet-and-confer. A request for a permanent change in working hours or elimination of a watch should be submitted on an Intradepartmental Correspondence, Form 15.2, via the chain of command to the Employee Relations Administrator. Each request shall include a specific mission-based need and rationale along with supporting documentation. Justification for such a change may include, but is not limited to: service to the community, sustained change in calls for service, safe deployment, cross-over, emerging crime trends, heightened threat levels, population shifts, and workloads.

2. The League agrees that Management has no obligation to meet and confer in advance of discontinuing FWS. However, the Department agrees to notify the League at least two DPs in advance of implementation of such a change in order to allow the parties to discuss the proposed scheduling system and meet and confer over the impact of that Management decision on employees. Additionally, it shall be the sole discretion of Management to modify the FWS. However, if the

modifications involve changes in hours and other terms and conditions of employment, Management shall meet and confer with the League. Management will not discontinue a portion (one or more Areas) of FWS while the remaining portion continues.

3. In the event of a decision to modify or discontinue the FWS, Management agrees to notify affected employees one DP in advance. Notification shall be made by the last Friday of the DP prior to the DP at the end of which the FWS will be modified or discontinued. Under such circumstances, the current change of watch policy for patrol and traffic division personnel shall be reinstated if changed to accommodate the FWS.
4. All provisions of this MOU that are created solely for and specifically apply to the FWS shall be null and void if the FWS is terminated. Should Management provide additional benefits to employees in relation to the FWS, such benefits, whether specified or a practice, shall not be continued unless mutually agreed upon by Management and the League.
5. All provisions of this Article that are not inconsistent with the provisions of Article 4.2 shall apply to detectives specified therein.

B. Work Hours

1. Each employee shall normally be compensated for 160 hours in each 28-day DP including holiday time, depending on the shift the employee is assigned to work, and shall normally be entitled to regular days off.

Note: There may be occasions when an employee may not have used benefit time and/or worked the required hours for the 160 hours of compensation, due to leave without pay, suspension, etc., wherein the employee may be compensated for less than 160 hours in each 28-day DP.

2. Each employee shall be in actual attendance on duty a minimum of 8, 9, 10, or 12 hours per shift every scheduled workday, depending on the shift the employee is assigned to work. Each shift shall constitute hours worked for the purpose of computing regular days off and any benefits which accrue on an hours-worked basis for each employee.
 - a. For employees working the 8-hour shift, each employee will generally be scheduled to work 19 days consisting of 8-hour shifts totaling 152 hours in a DP. Employees working the 8-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar.

- b. For employees working the 9-hour shift, each employee will generally be scheduled to work 17 days consisting of 9-hour shifts totaling 153 hours in a DP. For timekeeping purposes, each employee assigned to work a 9-hour shift shall be scheduled for 7 hours of holiday time each DP.
- c. For employees working the 10-hour shift, each employee will generally be scheduled to work 15 days consisting of 10-hour shifts totaling 150 hours in a DP during the DPs with one scheduled holiday. It shall be Management's discretion to determine the DPs during which an employee must work 14 or 16 10-hour shifts. Employees working the 10-hour shift shall have holidays scheduled pursuant to days off in lieu of a holiday as specified on the annual deployment calendar. For timekeeping purposes, during any DP when an employee is scheduled to work 14 or 15 days, the employee shall be scheduled for 10-hour holidays.
- d. For employees working the 12-hour shift, each employee will generally be scheduled to work 13 days consisting of 12-hour shifts totaling 156 hours in a DP. For timekeeping purposes, each employee assigned to work a 12-hour shift shall be scheduled for 4 hours of holiday time each DP.

Note: Any detective or sergeant participating in the Supervisory Cross-Training Program pursuant to Manual Section 3/763.68 shall work the FWS of the entity to which he or she is loaned.

- e. The parties recognize that as a result of changing shifts during the year, an employee on the FWS may be slightly over or under the number of holiday hours granted to employees who are not on a FWS. Variations in the number of holiday hours based on changing shifts are not grievable or arbitrable.
- 3. During any DP when holiday hours are to be scheduled for employees working the 12- and 9-hour shifts, such hours shall be scheduled on the last regularly scheduled day off.
 - 4. During the term of this MOU, the "No Code 7" program in effect on the date of implementation of this MOU shall be continued.
 - 5. During the scheduling of days off, employees assigned to a 12-hour shift should not be assigned to work more than four consecutive days, and should not be assigned to single days off, unless requested by the employee.

6. Employees assigned as dog handlers shall be entitled to 20 hours of on-duty time **or** cash compensation at the rate of straight time per DP for the purpose of feeding and care of a City-owned dog. The parties agree that 20 hours is a reasonable estimate of the amount of time required in a DP for the off-duty care and feeding of a City-owned dog. An employee with the responsibility for the feeding and care of more than one City-owned dog shall be entitled to 30 hours of on-duty time or cash compensation at the rate of straight time per DP. This time shall count as hours worked for purposes of overtime computation.

C. **Modification of Watch Hours**

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

Following the posting of the DP work schedule, if it is necessary to adjust an employee's scheduled days off or day off in lieu of a holiday, it shall be the employee's option to work the assignment on an overtime basis or adjust their work schedule. Any adjustment of scheduled days off or a day off in lieu of a holiday requested by the employee is subject to Management approval.

2. Following the posting of the DP work schedule, Management may temporarily adjust an employee's start of watch, either earlier or later, by up to 3 hours unless Management and the employee mutually agree to a greater adjustment.

Exception: The limitation on the adjustment of work hours shall not apply to Metropolitan Division; surveillance units; Special Investigation Section; Senior Lead Officers (SLOs) and Narcotics Division personnel deployed as Mobile Field Forces (MFFs); and personnel involved in the protection of dignitaries, city officials or employees, or other reasonable tactical operations that must be carried out on short notice.

Note: When employees are deployed as Mobile Field Forces (MFF) and are required to respond to Area stations and then report to an MFF with a vehicle or other equipment, unless already on duty, the beginning of the watch shall be the time when the employee checks out the required

equipment (e.g. police vehicle, radio, patrol rifle) from their work site to respond to the MFF location or staging area in a City vehicle.

3. Employees assigned to a FWS who appear in court outside or partially outside a regularly scheduled work shift, and as a result do not receive adequate rest, will be allowed to adjust their scheduled shift start time, subject to the approval of the employee's watch commander, so that all or a portion of the court attendance is considered regular work hours and not overtime. Such adjustments shall not be used for the purpose of avoiding overtime compensation. Alternatively, at the discretion of the watch commander, and after considering the impact on the division's ability to adequately deploy personnel and accomplish its mission, the employee may be allowed to use compensatory time off, vacation hours or unpaid leave.

Note: Employees who work extended end-of-watch (overtime) and as a result do not receive adequate rest, may have the following pre-scheduled workday changed within the DP, subject to the approval of the employee's watch commander.

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

D. Posting of Deployment Period Work Schedules

DP work schedules shall be posted by noon on the Wednesday before the start of the DP.

E. Change of Shift, Rotation

1. Generally, shift rotation shall be conducted so it is effective at the beginning of a DP.
2. All change of shift requests shall be based upon the current change of watch policy except as otherwise specified herein. When requesting a change of shift, employees shall list those shifts desired, in order of preference. Choice of shifts will be granted based on availability and then in the order of preference listed by the employee. If more than one employee of the same rank and paygrade requests a specific shift, and

there are not enough available positions on the desired shift, priority will be given to the employee with the most time on his or her present shift. If both employees have the same time on the shift, preference will be given to the employee whose request was received first by Management. In case both requests were received by Management at the same time, seniority as a sworn employee of the Unit will prevail. Sergeants I shall rotate within their respective ranks. Police Officers assigned to a basic car should rotate only within their assigned basic car to ensure basic car integrity and continuity.

Exception: In order to effectively schedule for optimum coverage and with consideration for the Ideal Basic Car plan, under the FWS, SLOs and supervisors may **not** exclude a shift of choice. However, the commanding officer of a geographic patrol division may allow the Sergeant I with the most seniority, based upon time as a sworn Department employee, to exclude a shift of choice. The division commanding officer may assign employees from one basic car to another to meet the needs of the division and the community they serve.

3. At the discretion of the commanding officer, employees may be loaned to another shift for no less than one DP to provide vacation relief as necessary to maintain adequate coverage on all shifts. Attempts will be made to fill such loans on a voluntary basis.
4. Requests for exceptions from rotation or a specific assignment as a result of a bonafide emergency or hardship situation shall be considered on a case-by-case basis. Any decision by the commanding officer shall be based on the current needs of the division, and such decision shall not be grievable or arbitrable, but may be presented to the Dispute Resolution Committee.

Should an employee be loaned to another shift to meet divisional needs, including vacation relief, the loan period shall not be counted as time on the original shift.

If an employee is activated to military duty exceeding one DP, the time of military activation shall not be counted as time on the original shift. The commanding officer may make an exception to this policy when it is in the best interest of the Department, the division, or individual employee to do so. Specialty assignments or units shall be exempt from the change of shift rotation, and their hours shall be set by their commanding officer.

Note: Specialty assignments may include, **but are not limited to**, the following: Vice, Special Enforcement Units, Special Problem Units, Gang Intervention/Enforcement Teams, Subpoena Control Officers, complaint officers, school and juvenile car officers, and special task forces.

F. Involuntary Reassignment (Bumping)

The “bumping” policy as specified in Section 3/222 of the 2013 3rd Quarter Department Manual shall remain in force during the term of this MOU.

G. Timekeeping Procedures

1. A record of regular duty hours and overtime hours worked shall be maintained in accordance with Department procedures. Under no circumstances shall hours worked be recorded or maintained in an informal manner commonly known as “white time” or in a manner inconsistent with established policies and procedures. To do so is considered misconduct. Any employee maintaining such a system and any employee allowing his or her hours worked to be maintained in an unauthorized manner may be disciplined.
2. All payroll timekeeping for FWS shall be by the “positive” timekeeping method (i.e., hour-for-hour).
3. This system shall be used to track all hours worked and leave time, including absence without pay, bereavement, family illness, injury on duty, jury duty, leave without pay, military leave with or without pay, preventive medicine, relief from duty, sick time, suspension, overtime off (one and one-half time), overtime (straight time), vacation, and workers’ compensation. All hours worked, benefit hours and other absences shall be recorded on a daily basis.
4. In the event that leave time, suspensions or other absences result in an employee being absent for a portion of a workday, the employee is obligated to work the remaining portion of his/her workday on that date or another day within the same DP.

Example: For an employee on the 12-hour shift, two days of suspension would be equal to 16 hours and would require the employee to be off for one workday (12 hours) plus four (4) hours of the next workday. Additionally, the employee would be obligated to work eight hours of the second workday. A similar example would apply to the 10-hour shift employees.

At the discretion of the concerned commanding officer, and after considering the impact on the division’s ability to adequately deploy personnel and accomplish its mission, the employee may use accumulated overtime or vacation hours in lieu of working the remaining hours of his/her workday. (See Appendix H for Time Conversion Chart).

5. Fiscal Operations Division must verify the actual hours of work of each employee on the FWS immediately following the end of a DP. Validation of timekeeping will be achieved by producing a record of the hours worked for the involved employees and forwarding this record to each concerned commanding officer for certification. Any discrepancies noted will require payroll adjustments, whether the hours worked are over or under those required to be worked during that specific DP as specified in Article 4.1. The parties agree that Management may make corrections, as appropriate, including the payment of any overtime hours not previously recorded and the deduction of monies for any required hours of work which were not performed. The parties further agree that so long as such adjustments are identified in the first payroll period of the subsequent DP, Management may make such adjustments without obtaining individual waivers from the affected employees. Any such adjustments will be reflected in the record of the following payday.
6. When an employee is expected to be absent for one or more DPs for vacation, injured on duty, sick, family leave pursuant to state and federal law, workers' compensation or other no pay status, that employee's work schedule shall be converted to a five-day/40-hour work week at the beginning of the DP following receipt of such information, or, if known prior to the DP in which the absence will occur, at the beginning of the DP in which the absence begins.

H. Violations of Timekeeping Procedures

Management agrees to take immediate action to correct any violations of timekeeping procedures and to impose discipline as appropriate.

ARTICLE 4.2 DETECTIVE HOURS

All provisions of Article 4.1 shall apply to detectives specified herein unless otherwise modified by this Article.

A. Purpose

Detective hours provide coverage on nights and weekends to effectively provide detective investigative services of all kinds at all hours, seven days a week, according to the needs of the Department and the community.

B. Definition of "Detective"

As used in this Article, "detective" shall mean sworn personnel assigned to detective functions that are in the police officer rank, detective rank or sergeants participating in the Supervisory Cross-Training Program as specified in Manual Section 3/763.68. For the purpose of this Article, police officers assigned to

school cars are not “detectives” unless they are temporarily assigned to other detective functions.

C. Watches, Assignment, Staffing Levels

1. There are two primary watches for detectives: Day and PM. At the discretion of Management, employees may be assigned from one detective function to another on the same basic watch to meet the needs of the specific detective function and the community. Except as otherwise provided for in Paragraph G of this Article, assignments to watches will be made by civil service rank and paygrade and subject to maintaining the specific detective function's operational integrity/coverage.
2. Management shall specify and post the staffing of the Day and PM watches by rank and paygrade pursuant to Paragraph D of Article 4.1. The first priority in staffing determinations shall be officer safety. Staffing for all watches shall include provisions for adequate supervision and investigative expertise. Commanding officers shall ensure that daily staffing of PM watch includes a minimum of one detective supervisor.
3. The staffing level of detectives in any division assigned to PM watch in any given DP is determined by the commanding officer, who may adjust the number as needed from DP to DP. However, the number of detectives assigned to PM watch in any given DP should not be determined arbitrarily, capriciously, or punitively, but should be determined with a realistic expectation that such deployment will achieve reasonable operational objectives. Management agrees that in each command where detectives are assigned, the commanding officer will reasonably assess the need for the number of PM watch detectives deployed each DP, with a view to avoid over-deploying detectives on PM watch.
4. At the discretion of the commanding officer, employees may be loaned to another watch for no more than two DP's to provide vacation, transfer, or other relief as necessary to maintain adequate coverage on all watches.

D. Work Hours

1. The below provisions regarding working hours do not preclude Management from adopting different scheduling if workload or emerging crime problems mandate such adjustments, provided the adjustments are within the hours as specified herein for Day watch and PM watch start times.

Note: Hours of work are defined in Article 4.1.

Detectives assigned to Day watch are expected to have various start-of-watch times. Day watch start-of-watch time will generally be 0600 to 0830 hours. Employees may request an earlier start-of-watch time with the approval of the concerned commanding officer. PM watch start-of-watch time will generally be 1700 hours. Employees may be assigned a different start-of-watch time with the approval of the concerned commanding officer.

2. Juvenile Car Officers shall not be assigned to work a 12 -hour shift.

E. Modification of Watch Hours, PM and Weekend Deployment

Stability of Hours: Management and the League recognize that particularly on PM watch, adjusting a detective's work hours after the posting of the work schedule should only be done when reasonably necessary to accomplish operational needs, but should not be done arbitrarily, capriciously, or punitively. Management may consider individual requests for temporary exclusion from a change of work hours based on an individual's personal hardship or emergency.

F. Scheduled Holidays and Holiday Premiums

Detectives may be expected to provide at least minimal coverage for all Day and PM watches on the following holidays and will receive holiday premium compensation in accordance with Article 7.3:

New Year's Day	Easter	Memorial Day
Independence Day	Labor Day	Veteran's Day
Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve		

G. Permanent PM Watch Positions

1. Commanding officers shall staff the PM watch with sufficient personnel to ensure deployment of two detectives assigned to permanent PM watch positions. The Chief of Detectives shall approve any increase or decrease in the deployment of detectives assigned to permanent PM watch positions.
2. An employee filling a permanent PM watch position may request to move to a Day watch position in the same division whenever there is a vacancy on the Day watch of the same rank and paygrade. Such reassignment may be postponed for one DP to allow for the selection and assignment of a new employee to one of the permanent PM watch positions.
3. In cases where a permanent PM watch position is or is about to be vacant, selection for the PM watch position should follow this order of preference:

- a. Fill the position with a volunteer from within the division where the vacancy exists.
- b. If no acceptable volunteer is available, the position should be filled through an open Department-wide selection process.
- c. If no acceptable candidate is selected from the selection process, a detective will be reassigned to the PM watch on the basis of seniority, with the senior ranking officers given preference of watch. Provided, however, that the concerned commanding officer is under no obligation to fill a permanent PM watch position by permanent reassignment of an employee from the Day watch based on seniority.

The commanding officer or officer-in-charge shall maintain watch seniority information that will be made available to detective personnel. "Seniority" shall mean time in grade and shall be applied to those in the division who have the civil service rank and paygrade eligible to work the assignment. Except for homicide and specialty assignments, when selecting on the basis of seniority, Management may only exclude employees based on personal hardship or an emergency situation.

- 4. A commanding officer may move or not move an employee from a permanent PM watch position when it is in the best interest of the Department, the division, or the employee to do so. The employee shall be advised of the need for such action. Any dispute shall be resolved by the Dispute Resolution Committee.
- 5. At the discretion of the commanding officer, employees may be loaned to another watch for no more than two DPs to provide vacation, transfer, or other relief as necessary to maintain adequate coverage on all watches.

H. Request for Change of Watch

A detective may request a change of watch by submitting an Employee's Report, Form 15.7, to the commanding officer or officer-in-charge of the detective section, no later than the third Monday of the DP. Such requests shall include the employee's choice of watch, including assignment preferences and any shift preference pursuant to Paragraph E of this Article and Paragraph E.4 of Article 4.1.

I. **Specialized Detective Assignments**

A special Bureau or City detective assignment may be created to work primarily between 1800 and 0600 hours to offer special investigative services or to help reduce the need to deploy PM watch detectives in certain areas. Such an assignment will be instituted and administered only by a commanding officer of Bureau level or higher.

ARTICLE 4.3 SPECIAL EVENTS

Each employee assigned to work a special event shall have the employee's work hours established by the guidelines provided in this Article unless the employee is specifically directed by a supervisor to perform work before or after the special event. In those instances, start and end of watch shall be determined by the involved supervisor(s).

- A. **Start of Watch.** An employee assigned to an event away from their regular work location shall be permitted to respond to their assigned workplace to retrieve equipment and prepare for the assignment. The employee shall be provided with a reasonable period of on-duty time for transportation to the assignment.

If no additional equipment or vehicles are required, an employee may choose to dress at home and report directly to the special event. In this case, the employee's start of watch will be the assigned report, check-in, or roll-call time.

- B. **Early Report.** When an employee is **required** to report to a specific supervisor or location prior to roll call, start of watch shall be the time the employee reports to the supervisor or location, with consideration of the above transportation provisions.

- C. **Equipment Required.** When an employee is required to bring specified equipment, start of watch is generally when the employee checks out the required equipment at a work place.

Note: Equipment provided at the event is not considered "required" for the purpose of determining start of watch. Additionally, an employee required to obtain equipment may not be the same employee who is required to return such equipment, e.g., the employee who obtained the equipment is held over to complete a booking and reports, and a supervisor designates another employee to return the equipment to a specific location.

Exception: Employees are required to bring a Department radio to the event and will be supplied with fresh batteries at the event. In this case, the employee may elect to take the Department radio home after the employee's last shift and report directly to the special event. Start of watch would either be roll call or early report as specified above.

- D. **Vehicle Required.** When an employee, not assigned a take-home vehicle, is required to bring a Department vehicle to a special event, start of watch is when the employee checks out the vehicle.

If employees are required to carpool due to deployment needs or specifics of the assignment, start of watch for the passengers shall be the departure time from the assigned division.

- E. **End of Watch.** At the end of the special event, an employee's end of watch will be determined as follows (whether part of a regular work day or as overtime):

1. At the special event if the employee is not required to return equipment and/or a vehicle; or,
2. At the time the employee(s) equipment and/or a vehicle is returned to the designated location; or,
3. When the employee completes other required duties such as arrest, booking, reports, etc.

Note: If the special event ends prior to the employee having worked the number of hours that constitutes a working day (shift) for the employee, the remaining time shall be spent completing other Department-related duties as directed by the on-duty watch commander or Unit officer-in-charge. If approved by the watch commander or officer-in-charge, the employee may utilize compensatory time off (CTO) or vacation hours in lieu of working the remaining hours of the assigned workday.

- F. The Department agrees to make a reasonable effort to ensure that employees on fixed post assignments during special events have an opportunity to take a break to attend to their personal needs. Any such break must be approved by a supervisor prior to taking the break.

ARTICLE 4.4 TIME OFF FOR ORAL AND WRITTEN PROMOTIONAL EXAMINATIONS

Employees shall be granted reasonable time off with pay for the purpose of taking **oral** promotional examinations (including advanced paygrade selection) when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to the employee's supervisor. Such time off with pay may include travel time. Under no circumstances shall employees be granted overtime or adjusted time for participating in an oral promotional process or travel time related thereto which occurs prior to or after an employee's regular work schedule. If an employee's participation in multiple advanced paygrade selections becomes excessive during a given period of time and is negatively impacting the work of the unit or section

to which the employee is assigned, management may deny on-duty time for such participation. Management may allow the employee to use accrued compensatory time or vacation leave or may require that the employee adjust his or her schedule for that day in order to work the required number of hours.

Note: An employee's participation in advanced paygrade selections is deemed excessive if participation in the selection process exceeds six times in a four-week period. If extensive amounts of time during on-duty hours are required, the employee's participation may be deemed excessive without regard to the number of processes involved. In this circumstance, the Employee Relations Administrator shall make the final determination as to whether or not the employee's participation is excessive.

Management agrees that any employee covered by this MOU, who may be assigned to work on a day that a written promotional examination is administered by the Personnel Department, and for which an employee has applied, shall be given priority in the scheduling of days off for that day. In the event that Management is unable, due to deployment needs, to accommodate the requests of all employees who applied to take a written promotional examination, it is the responsibility of each employee not accommodated to arrange with the Personnel Department for a delayed administration of the examination.

ARTICLE 4.5 FURLOUGHS

The City agrees that there will be no mandatory furloughs of Unit employees during the term of this MOU.

SECTION 5.0 COMPENSATION

ARTICLE 5.1 SALARIES

The salaries and longevity payments shown in the Appendices listed below will be operative on the following dates:

Appendices A-1 thru 2	July 1, 2014
Appendices B-1 thru 2	January 1, 2015
Appendices C-1 thru 2	July 3, 2016
Appendices D-1 thru 2	July 9, 2017
Appendices E-1 thru 2	January 7, 2018

Note: The operative dates for Appendices C, D and E coincide with the beginning of payroll periods.

ARTICLE 5.2 CONTINUANCE OF LONGEVITY PAY

Notwithstanding Section 4.161 of the Los Angeles Administrative Code, a Police Officer will be allowed to continue to receive longevity pay for a period of six months following

an initial notice of unsatisfactory service. If during the six-month period the Police Officer does not achieve a satisfactory standard of service, the Chief of Police shall certify to the City Controller that the employee's service has been unsatisfactory, and the payment of longevity pay for the employee will cease until such time as the Chief of Police again certifies that the employee has achieved a satisfactory standard of service.

ARTICLE 5.3 HAZARD AND SPECIAL PAY

Hazard and special pay are specified in Appendix G.

ARTICLE 5.4 UNIFORM FIELD OFFICER INCENTIVE

A. A Uniform Field Officer Incentive of 3% (three percent) of regular salary (not pension based) shall be paid to each eligible officer.

B. Eligibility

1. Except as modified in Paragraph 2 below, an "eligible officer" is any employee in this Unit, during an applicable pay period, who has been assigned to a division or other organizational component which works **in the field in uniform**.

"Eligible officer" includes, but is not limited to:

- a. Employees assigned to patrol
 - Probationary Police Officers I
 - Administrative Lieutenants
 - Complaint Unit Sergeants
 - Assistant to Administrative Lieutenant (Sergeant I)
 - Patrol Police Officers II/III (including desk and kit room)
 - Field Training Officer Coordinator (Police Officer)
 - Complaint Unit Police Officers
 - Uniformed officers working a School Car
 - Uniformed officers assigned to a Juvenile Car
 - Uniformed officers assigned to a Prostitution Enforcement Detail (PED), Bicycle Detail, Beach Detail, or other similar detail
 - Uniformed officers assigned to the Specialized Collision Investigation Detail
- b. Metropolitan Division
- c. Traffic Enforcement and collision investigation (includes traffic desk)
- d. Commercial and Noise Enforcement details
- e. Special Enforcement Unit (SEU) officers (excluding detectives)
- f. Air Support Division Tactical Flight Officers

- g. Officer loaned to Field Enforcement Section, Narcotics Division, for six DPs or less who wear uniforms exclusively
- h. Other officers found by Management to be eligible for the incentive with the concurrence of the League.

Exception: An employee in the rank and paygrades or a successor rank and paygrade of Detective I, II or III, is eligible to receive the incentive subject to the provisions of Paragraph 4 below.

"Field" refers to enforcement activity or other activity involving citizen contact.

- 2. Some of those **not** eligible for the Uniform Field Officer Incentive are:
 - a. Officers voluntarily loaned for a period in excess of two DPs pursuant to Article 5.4(B)(3) (except as noted in 1.g. above)
 - b. Any detective assignment, including detective trainees (except juvenile car officers as noted above), SEU detectives, and detectives assigned to traffic investigations
 - c. Officers assigned to Area functions including, but not limited to:
 - Adjutant
 - Vice (other than PED)
 - Community Relations
 - Analytical Supervisor
 - Sergeants and Police Officers assigned as Project Officers
 - Sergeants and Police Officers assigned to the Training Unit
 - Facilities/Trustee Coordinators
 - Reserve Officer Coordinators
 - d. Chief Tactical Flight Officer, Air Support Division
- 3. An otherwise eligible officer, who is voluntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for two DPs. The incentive shall not thereafter be paid until the officer resumes duties covered by the incentive.

Note: An officer is not considered to have resumed duties covered by this incentive because the officer's loan is interrupted and he or she is briefly returned to his or her regular assignment and the loan is expected to resume. Should the officer's loan be interrupted for more than a brief period (more than one DP), the officer would qualify to again receive the uniform incentive, which will be retroactive to the time of his or her return

to the regular assignment. This would not apply to a loan that ends and the officer returns to his or her regular assignment.

4. An otherwise eligible officer, who is involuntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for a maximum of six DP's. Following the six-DP loan, the officer will either be returned to his/her prior assignment in order to maintain the bonus, or the officer may choose to remain on loan with the understanding that he/she will no longer receive the bonus for the remainder of the loan.
5. Any employee in this Unit who is loaned for longer than two DPs to a division or other organizational component qualified for the Uniform Field Officer Incentive shall receive the incentive until the loan is terminated and the employee returns to a nonqualifying assignment.
6. Paragraph 5 above shall not apply to officers who are loaned to Field Enforcement Section, Narcotics Division, for six or less DPs and who work exclusively in uniform.

C. Payment

1. This incentive shall be paid on a biweekly basis for the time during which an employee was eligible. Such time shall include vacation, compensatory time, sick time and any paid leave during which the employee was eligible as the result of an assignment.
2. Any employee who believes he or she is eligible for the Uniform Field Officer Incentive and who is not receiving it shall make written notification of this fact to his or her commanding officer on an Employee Report, Form 15.7, within 20 days of the time the employee became aware that he/she was not receiving this bonus. The commanding officer shall take appropriate corrective action if it is determined that the employee is eligible to receive the incentive and it is not being received. If the employee is not eligible to receive the incentive, he or she shall be so advised. Failure to provide such written notice within the 20 days shall constitute a waiver of back pay for this bonus and the employee, if eligible, shall only receive the incentive from the date of written notification to the concerned commanding officer.

ARTICLE 5.5 DETECTIVE INCENTIVE

- A. A Detective Incentive of 1% (one percent) of regular pay (not pension based) shall be paid to each eligible detective.

B. Eligibility

1. Except as modified in Paragraph 2 below, an "eligible detective" is any Detective I, II or III, who, during an applicable pay period, is assigned to an investigative entity where his/her primary duty assignment consists of criminal investigations.

Exception: A Police Officer II or III who is loaned from a patrol assignment where he/she is receiving a Uniform Field Officer Incentive to perform duties in a detective investigation assignment, shall receive the 1% (one percent) Detective Incentive after two DPs, and at such time the Uniform Field Officer Incentive will cease to be paid.

Note: Questions as to the eligibility of a particular employee shall be resolved by the Employee Relations Administrator, the CAO, and the League.

2. An otherwise eligible detective, who is voluntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for two DPs. The incentive shall not thereafter be paid until the detective resumes duties covered by the incentive.

Note: A detective is not considered to have resumed duties covered by this incentive because the detective's loan is interrupted and he or she is briefly returned to his or her regular assignment and the loan is expected to resume. Should the detective's loan be interrupted for more than a brief period (more than one DP), the detective would qualify to again receive the incentive, which will be retroactive to the time of his or her return to the regular assignment. This would not apply to a loan that ends and the detective returns to his or her regular assignment.

3. An otherwise eligible detective, who is involuntarily loaned to a division or other organizational component that is not covered by the incentive, shall continue to receive the incentive for a maximum of six DP's. Following the six-DP loan, the detective will either be returned to his/her prior assignment in order to maintain the bonus, or the detective may choose to remain on loan with the understanding that he/she will no longer receive the bonus for the remainder of the loan.
4. Any detective who is loaned for longer than two DPs to a division or organizational component qualified for this incentive shall receive the incentive until the loan is terminated and the employee returns to a nonqualifying assignment.

C. Payment

1. This incentive shall be paid on a biweekly basis for the time during which an employee was eligible. Such time shall include vacation, compensatory time, sick time and any paid leave during which the employee was eligible as the result of an assignment.
2. Any employee who believes he or she is eligible for the incentive and who is not receiving it shall make written notification of this fact to his or her commanding officer on an Employee Report, Form 15.7, within 20 days of the time the employee became aware that he/she was not receiving this bonus. The commanding officer shall take appropriate corrective action if it is determined that the employee is eligible to receive the incentive and it is not being received. If the employee is not eligible to receive the incentive, he or she shall be so advised. Failure to provide such written notice within the 20 days shall constitute a waiver of back pay for this bonus and the employee, if eligible, shall only receive the incentive from the date of written notification to the concerned commanding officer.

ARTICLE 5.6 MARKSMANSHIP BONUS

- A. Management shall pay the bonus indicated below to employees who meet the criteria established by the Los Angeles Police Department for each of the listed levels of shooting expertise:

Marksman	\$4.00 biweekly
Sharpshooter	\$8.00 biweekly
Expert	\$16.00 biweekly
Distinguished Expert	\$32.00 biweekly

- B. Compensation will be paid beginning with the first full payroll period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After that period, the employee shall be allowed to requalify and receive the appropriate compensation accordingly. Requalification at the same or higher level by an employee at any time during the 26 biweekly pay periods shall entitle the employee to continue to receive the appropriate compensation for that level for the ensuing 26 biweekly pay periods. Employees will be compensated for only one level of expertise.

ARTICLE 5.7 POST CERTIFICATE BONUS

- A. In addition to the salary and Peace Officer Standards and Training (POST) bonus set forth below, employees covered by this MOU who were, on June 30, 1996, and continue to be, sworn employees of the Police Department shall receive the following educational/training compensation for POST certificate(s):

1.
 - a. After an employee has completed ten years of service, a ten-dollar-per-month bonus for successful completion and presentation of the POST Intermediate Certificate; or,
 - b. After an employee has completed ten years of service, a fifteen-dollar-per-month bonus for successful completion and presentation of the POST Advanced Certificate.
 2. A ten-dollar-per-month bonus for successful completion and presentation of the POST Supervisory Certificate.
 3. A ten-dollar-per-month bonus for successful completion and presentation of the POST Management Certificate.
- B. The POST bonus, as specified in Paragraph A.1., 2. or 3., of this Article, shall be paid during the month of July of each future year and shall be applicable to the prior fiscal year.
- C. Any employee covered by this MOU who is hired after June 30, 1996, shall not be eligible to receive any POST benefit under Paragraph A.1., 2. or 3., whether or not such employee was previously a sworn employee of the Police Department. At such time as all current employees receiving the POST benefit under Paragraph A.1., 2., or 3. leave Police Department employment, this POST benefit shall cease.
- D. Effective September 1, 2011, the 3% (three percent) bonus for possession of a Basic POST Certificate was eliminated, and 3% was added to the regular salary of each salary schedule of this MOU.
- E. Unit employees who currently hold, or who successfully complete POST requirements for and present an Intermediate POST Certificate, shall be paid 1% (one percent) of regular salary.
- F. Unit employees who currently hold, or who successfully complete POST requirements for and present an Advanced POST Certificate, shall be paid 2% (two percent) of regular salary.
- G. For payroll purposes, the effective date of the bonus for the Intermediate and Advanced Certificates shall be the beginning of the payroll period following the operative date of the Certificate(s), except when new employees possess either POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.

ARTICLE 5.8 PREMIUM PAY FOR BILINGUAL SKILLS

Notwithstanding Los Angeles Administrative Code Section 4.170, Unit employees who were not receiving premium pay for bilingual skills on January 1, 2010, will no longer qualify to receive premium pay for bilingual skills.

Unit employees who were receiving premium pay for bilingual skills on January 1, 2010, will continue to receive such pay as long as they are continuously assigned to a position in which they are required to utilize those bilingual skills on a regular basis.

ARTICLE 5.9 TEMPORARY HIGHER LEVEL POSITION

To assure the continuity of police services, employees from a lower civil service rank or lower paygrade position may be temporarily deployed to a position normally assigned to employees in a higher civil service rank or paygrade for a period of time not to exceed 168 consecutive calendar days (6 DPs). The 6-DP limitation on assignment to a temporary higher level position may be extended on a case-by-case basis upon the express approval of the Employee Relations Administrator.

A. Compensation

The employees so assigned shall continue to receive compensation at the salary level held prior to the temporary assignment for the first 28 calendar days. At the conclusion of the initial 28-calendar day period, employees who continue to be assigned to the temporary assignment shall receive additional compensation of 2.75% of his/her regular base pay for each day so assigned. Such compensation shall not be pension based.

The Commanding Officer of the assigned employee shall ensure that a request for the temporary higher pay is immediately forwarded to the Employee Relations Administrator when the employee becomes eligible for the temporary pay. All retroactive temporary higher level payments must be approved by the Employee Relations Administrator.

B. Reasons for Higher Level Assignment

Temporary assignments as specified in this Article may be authorized by Management to fill vacancies which may exist for the following reasons:

1. A position is permanently vacant and is scheduled to be filled, but a period of time is required to complete the selection and appointment process;
2. A position is temporarily vacant because the assigned employee is on loan or on an approved leave.

C. Management Discretion

Management agrees that it is not the intent to use temporary pay assignments to circumvent the normal promotion or appointment process. In this regard, Management shall make a reasonable effort to fill vacancies in an expeditious manner. However, for the purpose of this Article, it is understood that whether a vacancy is to be temporarily filled shall be determined at the sole discretion of Management. In this same regard, nothing contained in this Article shall be construed or interpreted as requiring Management to temporarily fill a vacancy.

D. Limitations

1. No employee shall be temporarily deployed to a position more than one rank above that employee's rank.
2. Unless an employee receives a permanent appointment to the higher level position, such employee shall be returned to his/her original position at the conclusion of the temporary assignment.
3. An employee who accepts a temporary higher level position shall not be given the option to refuse the additional compensation provided for under this Article.
4. This Article applies only to higher level positions. Employees temporarily assigned to Special Pay positions are not eligible for temporary higher pay.
5. The provisions of this Article are appealable to the Dispute Resolution Committee and are not grievable.

5.10 SALARY OVERPAYMENTS

In the event a Unit employee is erroneously overpaid by the City, repayment must comply with California State law.

SECTION 6.0 OVERTIME

ARTICLE 6.1 OVERTIME PROVISIONS

- A. Authorization for overtime work shall be secured from supervisory personnel delegated that responsibility by the Chief of Police prior to such work. Credit for overtime worked without prior approval must be authorized by command level personnel delegated this specific responsibility by the Chief of Police.
- B. All hours or portions thereof worked in excess of the FWS work hours (i.e., either eight, nine, ten, or twelve hours per day), shall be overtime including hours

worked by an employee when on a regular day off, or hours off in lieu of a holiday or vacation day. Supervisors are obligated to ensure that hours of work are properly recorded and employees are compensated for all hours of actual work.

- C. If the start of an employee's **regularly scheduled** duty day falls within eight hours of the previous **regularly scheduled** duty day (turnaround time), the employee shall be compensated at the overtime rate for those **regularly scheduled** duty hours or portions thereof falling within that eight-hour period. Time-and-one-half turnaround time shall be submitted as straight time equal to one half of the hours falling within the eight-hour period of the previous **regularly scheduled** duty day.

Example: An employee's regular end of watch is midnight. The employee is scheduled to return to work at 0600 hours, allowing for a six-hour turnaround period (two hours less than the required eight-hour turnaround).

The employee will be compensated for the two-hour lost turnaround period at the rate of time-and-one-half by receiving regular pay for the hours worked and submitting an Overtime Report for one-half of the turnaround period (1/2 of 2.0 hours = 1.0 hour) at the **straight-time** rate to equal two hours at time-and-one-half pay.

- D. Effective July 1, 2014, compensation for overtime shall be at the discretion of the Chief of Police as allowed for herein and in the attached Letter of Agreement. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours must be paid in cash because they qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the total cash overtime allocated for FY 14/15*, compensation for overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

Effective July 1, 2015, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation shall be by cash payment or by time at time-and-a-half or straight time as allowed for herein. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the cash overtime funds allocated for FY 15/16*, compensation for overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

Effective July 1, 2016, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation shall be by cash payment or by time at time-and-a-half or straight time as allowed for herein. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the cash overtime funds allocated for FY 16/17*, compensation for overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

Effective July 1, 2017, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation shall be by cash payment or by time at time-and-a-half or straight time as allowed for herein. The employee may request time instead of cash compensation as long as the employee's "current" overtime balance does not exceed 150 hours. Such a request for time will be honored unless the hours qualify as FLSA overtime as defined in Article 6.1.1 (over 171 hours in a deployment period). Effective on the date on which the Department has expended the cash overtime funds allocated for FY 17/18*, compensation for overtime shall be in the form of time at the appropriate rate (straight time or time-and-a-half), and the 150-hour accrual limit will no longer apply.

* See attached Letter of Agreement regarding cash overtime allocations.

Unless the parties agree otherwise, effective July 1, 2018, each employee's "current" overtime balance will be transferred to the "old" bank; the "current" bank will reset at zero hours; and compensation for overtime shall be by cash payment or by time at time-and-a-half or straight time.

- E. Overtime while on a vacation day shall be limited to Court overtime as defined in Article 6.3, duty-related medical examinations as provided for in Article 6.9, a Department mobilization, or such other circumstances as designated by the Chief of Police.
- F. The method of computing the hourly rate of compensation for purposes of overtime payment shall be to divide the employee's biweekly pay, including all types of salary compensation except overtime, by 80.
- G. Overtime shall be hours or portions thereof, calculated in units of one-tenth (.1) hour consisting of a full six-minute period worked in excess of the normal work day or in excess of the total number of hours included in regularly scheduled duty days during a DP.

- H. For the purpose of Sections 1300 through 1630 of the City Charter, an employee's credit for overtime work shall be reduced:
 - 1. By any period of time off with pay which the employee shall have taken for any such overtime work, and
 - 2. By any period of time which the Board of Pension Commissioners, for any such overtime work for which the employee shall have received a cash payment, shall have credited as part of such employee's years of aggregate service pursuant to the provisions of Section 1326 of the City Charter, or as part of such employee's years of service pursuant to the provisions of Sections 1434 or 1626 of the City Charter.
- I. If the League should require sworn witness (es) during an Arbitration Hearing whose testimony is necessary to the proceeding, such witness (es) shall be compensated as otherwise provided by this MOU.
- J. An employee who is called in to work or for an administrative interview on a day off shall be compensated at least four hours at the time-and-a-half rate. This provision shall not apply to an employee who is called in while on off-duty standby pursuant to Article 6.5.
- K. Whenever an employee is required to telephonically report overtime, the employee shall add one-tenth of an hour (0.1) to the amount of overtime reported.

ARTICLE 6.1.1 DEFINITIONS

The following definitions apply to Articles 6.1.2, 6.1.3, 6.2 and 6.2.1 herein:

- A. **FLSA:** As used herein, "FLSA" refers to the Fair Labor Standards Act of 1938, 29 U.S.C. §§201-219 and the Portal to Portal Act of 1947, 29 U.S.C. §§251-262.
- B. **Overtime:** As used herein, unless otherwise indicated, "overtime" refers to both FLSA overtime and non-FLSA overtime.
- C. **FLSA Overtime:** As used herein, "FLSA overtime" refers to hours actually worked by a sworn employee of the LAPD during a 28-day work period (deployment period) which exceed 171 hours.
- D. **NON-FLSA Overtime:** As used herein, "non-FLSA overtime" refers to the compensation of a sworn employee with overtime pursuant to the current MOU for any hours worked or activities which are not FLSA overtime hours.
- E. **CTO:** As used herein, "CTO" refers to compensatory time off hours credited to a sworn employee's CTO time banks.

- F. **FLSA CTO:** As used herein, "FLSA CTO" refers to hours actually worked by a sworn employee during a 28-day work period which exceed 171 hours and which are credited in CTO time banks as allowed in 29 U.S.C. §207(o).
- G. **NON-FLSA CTO:** As used herein, "non-FLSA CTO" is defined as hours which are credited to a CTO time bank for a sworn employee that are not compensation for hours actually worked above the FLSA overtime threshold, as that term is defined by the FLSA, by an employee during a 28-day work period which exceed 171 hours.
- H. **Late Pay:** As used herein, "Late Pay" and "late paid" refers to all hours of overtime worked by a sworn employee which were compensated later than permitted by the FLSA.
- I. **Cash Out:** As used herein, the term "cash out" refers to the process by which accrued CTO is debited from a sworn employee's CTO time banks, and paid to the sworn employee in a payroll check, or to the employee's City of Los Angeles Deferred Compensation Plan account in accordance with the processes for employee contributions already established by the Deferred Compensation Plan Board and in accordance with Internal Revenue Code requirements.

ARTICLE 6.1.2 CASH COMPENSATION OF OVERTIME

- A. It is understood that Management does not desire to compensate any FLSA overtime hours worked by sworn employees in the form of CTO. Management will use a method referred to as the FLSA Rule to ensure that all sworn employees receive only cash compensation and no CTO for any FLSA overtime hours worked. The FLSA Rule is a payroll procedure which compensates all overtime for employees in cash once the specific FLSA threshold hours of overtime have been entered into the payroll system in a DP.

The purpose of this Rule is to ensure that no FLSA CTO is accrued by employees. There is no agreement to allow the payment of wages by way of FLSA CTO under 29 U.S.C. §207(o)(2) and there will be no FLSA CTO paid to employees. If CTO is credited to an employee in excess of the FLSA Rule, Management shall cash out those CTO hours upon the discovery of this fact.

- B. Beginning on the date this MOU is approved, Management may at its discretion require employees to use CTO time once an employee has accumulated 1,600 hours of CTO in the "current" overtime bank. The Department shall provide the employee with at least 48 hours notice prior to the start of the shift for which the employee is required to use "current" CTO time. Hours in the "old" CTO bank will not be considered as a portion of the 1,600-hour threshold for purposes of compelling the use of CTO. (See Article 6.2 for definitions of "current" and "old" CTO banks).

Unless the parties agree to extend the 1,600-hour CTO accumulation limit, this provision will sunset on June 30, 2018. At that time, the CTO accumulation limit will return to a maximum of 150 hours.

ARTICLE 6.1.3 TIMELY PAYMENT OF OVERTIME

The parties agree that overtime will be compensated in accordance with 29 C.F.R. §778.106. Generally, this requires that overtime compensation earned in a particular work period must be paid by the regular payday for the pay period in which the work period ends. When the correct amount of overtime compensation cannot be determined until some time after the end of the regular pay period, the overtime compensation will be paid as soon after the regular pay period as is practicable. Payment may not be delayed for a period longer than is reasonably necessary for the employer to compute and arrange for payment of the amount due.

ARTICLE 6.2 ACCUMULATED OVERTIME

A. “Old” Overtime Hours

On October 7, 1989, and again on July 1, 2014, each employee's overtime balance was recorded and frozen subject to the following provisions:

1. An employee shall retain the right to use these "old" hours provided such time off does not adversely impact the employee's unit or division as determined by the commanding officer.
2. At the discretion of the Chief of Police, Management may buy back “old” overtime hours as specified below:
 - a. Effective July 1, 2013, Management may buy back “old” overtime hours in excess of 496 hours.
 - b. Effective July 1, 2014, Management may buy back “old” overtime hours in excess of 646 hours.
 - c. Effective July 1, 2015, Management may buy back “old” overtime hours in excess of 796 hours.
 - d. Effective July 1, 2016, Management may buy back “old” overtime hours in excess of 946 hours.
 - e. Effective July 1, 2017, Management may buy back “old” overtime hours in excess of 1,096.

3. An employee may elect to cash out “old” overtime hours below the above limits, if funds are allocated for this purpose.

B. “Current” Overtime Hours

Beginning at 0001 hours on July 1, 2014, all overtime hours worked and credited to a sworn employee's account shall be subject to the following provisions:

1. To ensure that all FLSA overtime worked is compensated in cash, overtime hours worked must be turned in pursuant to policies adopted by the Department following meeting and conferring as required by law.

If the correct amount of overtime compensation cannot be determined by the first payday following the DP in which the overtime was worked because the employee did not submit the necessary and correct documentation showing the hours worked, then so long as such payment is made no later than the payday following the pay period during which the necessary and correct documentation was received, such payment(s) shall not be considered to have been delayed longer than is reasonably necessary pursuant to the FLSA as interpreted by the Department of Labor at 29 C.F.R. §778.106.

2. If funds become available during the term of this MOU, Management may, in its sole discretion, buy back any accumulated overtime hours in the “current” bank above 150 hours. Prior to doing so, Management will give employees notice that it intends to buy back such time.

Exception: Any employee who is prescheduled to use CTO in the DP following the notice of Management’s intent to buy back accumulated overtime hours in the “current” bank may have these hours exempt from being cashed out by submitting an Employee’s Report, Form 15.7, to his or her commanding officer within seven calendar days of the posting of scheduled days off pursuant to Article 4.1(G) requesting that such hours be exempt from the buyback. The commanding officer shall verify that the CTO is scheduled to be used in the specified DP, and forward the Form 15.7 to Fiscal Operations Division.

3. Effective July 1, 2014, the accumulated overtime hours in each employee’s “current” bank were transferred to the “old” bank and the balance of the “current” bank was reset at zero.
4. Effective July 1, 2015, the accumulated overtime hours in each employee’s “current” bank will be transferred to the “old” bank and the balance of the “current” bank will reset at zero.

5. Effective July 1, 2016, the accumulated overtime hours in each employee's "current" bank will be transferred to the "old" bank and the balance of the "current" bank will reset at zero.
 6. Effective July 1, 2017, the accumulated overtime hours in each employee's "current" bank will be transferred to the "old" bank and the balance of the "current" bank will reset at zero.
 7. Effective July 1, 2018, the accumulated overtime hours in each employee's "current" bank will be transferred to the "old" bank and the balance of the "current" bank will reset at zero.
- C.
1. Whenever an employee resigns, retires, or is discharged from the Police Department, the employee shall be paid in cash for all overtime compensation due.
 2. In case of the death of an employee, who, at the time of death has overtime credits due, payment for such overtime credits shall be made to the estate or any person legally entitled to such payment.

ARTICLE 6.2.1 FLSA AGREEMENT

Nothing in this MOU shall be construed to be, nor does it constitute, an agreement for allowing compensation of overtime with FLSA CTO pursuant to 29 U.S.C §207(o)(2) and no such agreement exists or shall be implied from this MOU .

ARTICLE 6.3 COURT TIME

- A. The following provisions will apply for the compensation for Court, State or local administrative board (hereinafter referred to as "Court") appearances outside of normal duty hours of employees:

1. Basic Compensation

An employee shall report to Court or remain on call, as directed by the subpoena. If the employee is on call, it is the employee's responsibility to notify the person designated by the employee's commanding officer of how the employee can be reached. The employee does not need to remain at home, but must be reachable by telephone, answering machine, answering service or paging device. If the telephone number provided by the employee is a paging device or an answering machine/service, or if the telephone is answered by a person other than the employee, contact with such person, device, machine or service shall constitute notification to the officer.

- a. Whenever any police officer is required by a “be there” subpoena to appear in Court, outside of his/her assigned work schedule, such officer shall receive a minimum of two (2) hours overtime compensation, plus hour-for-hour overtime compensation thereafter for each additional hour of actual attendance. If an officer has separate “be there” subpoenas for morning and afternoon court sessions, the two-hour minimum shall apply for each case.
- b. If the employee is called into Court while on call, the employee shall receive a minimum of two and one-half (2½) hours overtime compensation and hour-per-hour overtime compensation thereafter for each additional hour of actual attendance at Court.

Note: An employee shall not receive the minimum of two hours for “be there,” two and one-half hours for “on-call,” or hour-for-hour overtime compensation for an appearance during the same time period.

- c. If the employee remains on call and is not required to report to Court, the employee shall receive two and one-half hours of overtime compensation regardless of the length of time the employee is required to remain on call. The employee will remain on call until 1600 hours of that day, unless notified earlier of the termination of the employee's on-call status.
- d. An employee who has a “be there” subpoena and whose status has been changed to “on call” by the issuing attorney or the court, may submit on-call overtime as provided for above if the subpoena control coordinator was properly notified of the change in the employee's status. Failure to notify the subpoena control coordinator prior to or at the commencement of the on-call status will waive the right to any on-call compensation.

If an employee is notified that a “be-there” subpoena has been cancelled less than 12 hours before the scheduled court appearance, the employee shall receive two (2) hours of overtime compensation. Notification means that the employee was reached in person or a voicemail was left on the employee's primary phone number.

- e. The minimum of two and one-half hours overtime for on-call court ***cannot be used more than once on the same court day***, regardless of the number of subpoenas for which an employee is on-call or the number of different times during the day that an employee is placed on call.

- f. If there is a minimum for a court appearance, which can only apply if it is the first court status of the day, this shall be exhausted prior to beginning the on-call minimum overtime or actual hour-for-hour attendance in court. Actual court attendance shall be hour-for-hour *after* one or both of the minimum overtime provisions is exhausted.

2. **Start and End of Court Overtime**

Unless otherwise specified, start of overtime for a Court appearance is the time for which the appearance is scheduled or the actual time of arrival of the officer at the specified Court location, whichever is later. End of overtime for a Court appearance generally is the time the officer is no longer needed at the specific Court.

- a. **Evidence Required.** When an employee is required to bring evidence to Court, the start of overtime is generally when the employee checks out the required evidence. When an employee is required to return evidence not admitted into Court, end of overtime is generally at the time and location where the evidence is returned.

- b. **Use of City Vehicle.**

- 1. When an employee, not assigned a take-home vehicle, is required to transport a witness (es) to a Court appearance, start of overtime is generally when the employee checks out the vehicle. If this employee also provides transportation for other employees, the start and end of overtime for employees who are provided transportation shall be the same as specified in Article 4.3.D. of this MOU.
- 2. An employee may utilize a City vehicle to attend Court, subject to the availability of vehicles and any restrictions on the use of City vehicles imposed by the employee's commanding officer. The use of a City vehicle by off-duty employees to attend Court is a privilege and no overtime shall be granted because an employee elects to use a City vehicle.

Exception: If an employee remains at Court following the time when the employee is no longer needed in Court, i.e., waiting for a second employee to conclude testimony because they rode to Court together in a City vehicle, the employee shall deduct the time spent waiting for the other employee from the overtime submitted.

- c. Any questions regarding unreasonable delays and hours worked shall be resolved by the employee's commanding officer.

3. **Exceptions to the “Be There” and “On Call” Minimum Compensation**

Notwithstanding the above provisions regarding minimum compensation, compensation in the following situations shall be as set forth below:

- a. For Court appearances or on call commencing two hours or less before the employee's assigned watch, compensation shall be for the actual time between the commencement of the Court appearance or on call and the beginning of the employee's assigned watch.
- b. For Court appearances commencing two hours or less after the employee's assigned watch, compensation shall be for the actual time between the end of the employee's assigned watch and the termination of the Court appearance.
- c. For Court appearances or on call that begin during an employee's assigned watch and terminate after the assigned watch, compensation shall be for the actual time between the end of the employee's assigned watch and the termination of the Court appearance or on call.

Note: In no event shall “on call” overtime compensation be more than the minimum of two and one-half hours of overtime compensation.

- d. For on-call commencing in the afternoon and the period of time on call is less than two and one-half hours, compensation shall be for the actual time between being placed on call and 1600 hours.
- e. An employee shall not receive “on call” overtime compensation for the same hours for which the employee is compensated for a medical examination in accordance with Article 6.9.

- B. Court overtime shall be compensated in accordance with the provisions of Article 6.1 of this MOU.

Note: A detailed list of overtime examples is provided in Appendix I.

ARTICLE 6.4 DMV TELEPHONIC HEARINGS

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

1. On Duty

Employees subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the appointed hour.

2. Off Duty

- a. Employees subpoenaed for a DMV Telephonic Hearing which is scheduled at a time when the employee is off duty may utilize a Department telephone to call the DMV at the appointed time. Alternatively, the employee may call from a private or mobile phone.
- b. Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of two and one-half hours of overtime compensation and hour-per-hour overtime compensation thereafter for actual participation in the hearing.
- c. There shall be no on-call compensation for DMV Telephonic Hearings.
- d. Employees may not receive overtime compensation for DMV Telephonic Hearings in conjunction with any other type of court overtime compensation, unless the time spent in the DMV Telephonic Hearing extends beyond the other compensated time. Employees participating in DMV Telephonic Hearings while on call or while actually in Court shall only be entitled to the overtime compensation afforded by these activities. The exception to this rule is when the DMV Hearing extends past the time when the overtime compensation for the other court activity ceases. In such cases the employee shall be entitled to hour-for-hour overtime compensation for the actual time spent past the close of the other court activity.
- e. Employees utilizing a private or mobile telephone to participate in a DMV Telephonic Hearing shall be entitled to reimbursement for out-of-pocket expenses excluding any roaming or long-distance charges associated with the use of a mobile telephone.

- f. Employees who utilize a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be entitled to overtime compensation for travel time spent reaching that telephone.
- B. Overtime shall be compensated in accordance with provisions of Article 6.1 of this MOU.

ARTICLE 6.5 OFF-DUTY STANDBY COMPENSATION

- A. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, employees who are required and expressly assigned in writing by the Department to standby for holidays or weekends will receive one hour of compensation at straight time for every six hours they are required to standby. As used herein, "standby" means that the employee must be reachable by telephone, answering service, answering machine or paging device and must upon contact respond to a work location within a designated period of time.
- B. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, officers, sergeants, detectives, and lieutenants of the Metropolitan Division's K-9 Unit and SWAT Team, and the Emergency Services Division's Hazardous Devices Unit who are required and expressly assigned in writing by the Department to standby on weekdays, shall be compensated as described in Paragraph A above. Standby as used herein has the same definition as used in Paragraph A above.
- C. 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 60 hours. The employee is required to report for duty for six hours. The six hours are subtracted from 60 hours leaving 54 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.
- D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual is notified and will terminate at the time when the employee is released from duty.
- E. Employees who are not placed on standby and are recalled to work during off hours shall be compensated as described in Article 6.1. "Recall" is defined as being called during off-duty hours and ordered to return to on-duty status.

Note: The term "on call" refers only to court overtime as defined in Department Manual Section 3/212 and Article 6.3 of this MOU.

ARTICLE 6.6 OVERTIME COMPENSATION FOR MEETINGS OUTSIDE OF NORMAL WORK HOURS

A. Department employees required to attend a meeting outside of normal work hours shall receive a minimum of two hours overtime compensation and hour-per-hour overtime compensation thereafter for each additional hour of attendance at a meeting, to be compensated to the nearest tenth of an hour, with the following exceptions:

1. Meetings commencing two hours or less before the employee's assigned watch;
2. Meetings commencing two hours or less after the employee's assigned watch;
3. Meetings that begin during an employee's assigned watch and terminate after the assigned watch.

Compensation for the three exceptions listed above will be on an extended watch, hour-per-hour basis, compensated to the nearest tenth of an hour.

B. Overtime shall be compensated in accordance with provisions of Article 6.1 of this MOU.

ARTICLE 6.7 OVERTIME DURING SUSPENSION OR UNPAID LEAVE

A. If an employee is **required** to appear for any of the below specified activities while on suspension or unpaid leave, the officer shall receive hour-for-hour compensation for that appearance by adhering to the procedures set forth in this Article.

1. Court as defined in Article 6.3.A; and,
2. An interview related to a personnel complaint, grievance or other investigation.

B. The provisions of Paragraph A of this Article shall not apply to the preparation for or attendance of an accused employee, an appellant or a grievant at a Board of Rights or any other administrative hearing when the employee is the subject of the hearing.

Note: An accused or charged employee, appellant or grievant is not required to attend a Board of Rights or administrative hearing and no overtime compensation

shall be granted for attendance at such hearing(s) regardless of the employee's duty status.

- C. An employee requesting compensation pursuant to this Article shall submit an overtime report at straight time compensation for the number of hours worked in accordance with the existing procedures applicable to requests for court overtime.

ARTICLE 6.8 COMPENSATION FOR FIREARMS QUALIFICATION

- A. Notwithstanding the provisions of Article 6.1, when an employee is required to complete a firearms qualification during off-duty hours, such employee will receive two (2) hours of compensated time. Compensated time will be at the rate of time-and-one-half. No additional payment will be made regardless of how long or the number of times it may take the employee to complete the qualification in each qualification period.
- B. Management shall direct employees to qualify during on-duty hours whenever possible. The above method of compensation shall only be used when the employee can demonstrate to the employee's commanding officer that it was impractical to complete the qualification during on-duty hours.

ARTICLE 6.9 COMPENSATION FOR MEDICAL EXAMINATIONS

- A. When duty-related follow-up medical examinations and treatment are scheduled by the employee during an employee's regular tour of duty, Management will grant up to four (4) hours of on-duty time for the purpose of obtaining such examination and treatment. Such time may be used for the actual examination, treatment or transportation to or from such appointment. When the actual time necessary for such examination, treatment or transportation during regular working hours exceeds four (4) hours and the employee is unable to complete his or her shift, the employee may request to use accrued vacation leave, compensatory time or may request a leave without pay. As used herein, "medical examinations and treatment" shall mean examinations and/or treatment performed by, prescribed by or under the direct supervision of a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board). Employees **shall** notify Management of the dates and times of medical treatment and medical examination appointments prior to the appointment so Management can determine if it is feasible to grant the employee on-duty time for such appointment.

When Management determines that it is impracticable to schedule medical examinations and treatment on duty, an employee, notwithstanding the provisions of Articles 4.1, 4.2, 6.1, and 6.2, will receive four (4) hours straight time compensation regardless of the length of treatment. At the discretion of the

commanding officer, when an employee's medical examination or treatment falls at the beginning or end of a scheduled work assignment, an employee may be granted two (2) hours of on-duty time and two (2) hours of straight time compensation for the same medical examination and treatment.

Note: Failure to notify a supervisor of the dates and times of medical examinations and/or treatment prior to the date of such appointments may be grounds for considering the time spent at such appointment as being outside of regular working hours or for denying overtime compensation pursuant to Paragraph A above.

Exception: When Management or its agent requires and schedules a medical examination of the employee, the time, whether on or off duty, is not limited to four (4) hours.

B. Compensation will not be paid for:

1. Medical examinations or treatment performed by someone other than a licensed physician, practitioner, or therapist designated in accordance with current Workers' Compensation procedures (Workers' Compensation Appeals Board).
2. Medical examinations or treatment conducted while an employee is on injured-on-duty (IOD) status, Workers' Compensation status, sick leave, military leave, or unpaid leave. This includes the time required to obtain a return to duty certification from a City physician.
3. Medical examination or treatment while an employee is hospitalized.
4. Off-duty emergency medical examinations or treatment.

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

1. The employee shall include the below information in the "Description of Activity" portion of the Overtime Report, Form 2.24.
 - a. Name of the physician, practitioner or therapist conducting such examination and/or treatment.

- b. Name of the supervisor notified of the date and time of the examination and/or treatment and the date and time of such notification.
 - c. "Pending IOD status" shall be written in the lower right-hand corner.
- 2. The employee shall submit the green copy of the Overtime Report for supervisory approval and retain the yellow copy.
- 3. Following approval, the green copy of the Overtime Report shall be submitted to the divisional timekeeper and shall be held until such time as a decision is made as to the concerned employee's IOD status. Once a decision is made as to the IOD status, the Overtime Reports shall be processed as follows:
 - a. If it is determined that the employee's illness or injury is duty-related, Overtime Reports submitted pursuant to Paragraph C.1. shall be processed and the employee compensated. Prior to the processing of such reports, the timekeeper shall add the Worker's Compensation number to each Overtime Report.
 - b. If it is determined that the employee's illness or injury is not duty-related, the timekeeper shall write "Denied IOD" and the date of notification of such duty status on all Overtime Reports completed pursuant to Paragraph C.1. The green copy of the Overtime Report shall be retained and no compensation shall be granted the employee.
- 4. Any of the following may be grounds for denial of compensation for such time in the event the illness or injury is determined to be duty-related:
 - a. Failure to notify a supervisor of the dates and times of medical examinations and/or treatment prior to the date of such examinations and/or treatment; or,
 - b. Failure to include the information specified in Paragraph 1 above; or,
 - c. Failure to complete the Overtime Report(s) in a timely manner as specified in Article 6.2.B.1.

ARTICLE 6.10 NON-REGULARLY SCHEDULED WORKSHIFT CANCELLATION

Notwithstanding the provisions of Articles 4.1 and 4.2, the parties recognize that the Department may require additional staffing. The Department shall permit employees to volunteer to work such additional shifts or portions of shifts when required.

When an employee is requested to work or volunteers for other than a regularly scheduled work shift as indicated in the posted DP work schedule and reports to work and the employee's services are not needed, the employee shall be entitled to a minimum of four (4) hours straight time either in time or cash at the discretion of the Chief of Police.

This provision does not apply to unusual occurrences, employees on weekend/holiday standby, or for employees who have been assigned a take-home vehicle.

SECTION 7.0 BENEFITS

ARTICLE 7.1 VACATIONS AND VACATION PAY

- A. Each employee shall be entitled to 120 hours of vacation annually with full pay.

Upon the completion of two years of service in the aggregate, each employee shall be entitled to 128 hours vacation annually with full pay.

Upon the completion of ten years of service in the aggregate, each employee shall be entitled to 192 hours vacation annually with full pay.

Upon completion of 30 years of service in the aggregate, each employee shall be entitled to 200 hours vacation annually with full pay.

On January 1 of each year, vacation time accrued during the previous year shall be credited to each employee.

- B. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three years of vacation credit commensurate with their years of service.

The employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time the employee has accumulated and whether deferring all or part of the vacation could result in loss of vacation time which will automatically be deposited in the catastrophic illness or injury time bank. Employees on extended military leave should consider receiving a cash payment prior to the commencement of such leave (See Manual Section 3/732.60).

- C. For the purpose of computing the ten years of service in the aggregate under Section A above:

1. Any employee shall be deemed to have been in the service of the Police Department during any period of military service performed by such employee if said employee was entitled to reinstatement as an employee

of the Police Department after such military service and was, in fact, so reinstated.

2. Service of an employee prior to service retirement shall be counted if such employee is reactivated pursuant to any Charter Section providing the return or recall to active service of a service-retired pensioner.
 3. Service of an employee prior to resignation shall be counted if such employee is not eligible for pension under the provisions of any applicable Police Pension System in the Charter or Administrative Code and is reemployed by the Police Department.
- D. Any employee who, immediately prior to becoming an employee of the Police Department, was employed in any other department of the City and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.
- E. In the event any employee, after the completion of the employee's initial year of service, becomes separated from the service of the Department by reason of resignation, discharge, retirement, death, or for any other reason, cash payment of a sum equal to all earned, but unused vacation, including vacation for the proportionate part of the year in which the separation takes place, shall be made at the salary rate current at the date of the separation to the employee, the estate, or any person legally entitled to such payment, except that an employee who resigns from the Police Department for the purpose of accepting employment in the Fire Department, and who is reemployed in the Fire Department within seven days from the effective date of the resignation shall not receive cash payment.
- F. The City Controller shall keep a record of vacation time balance based on Police Department records and shall advise employees on their paycheck of their balance biweekly.
- G. Employees with ten or more years of service in the aggregate may split their vacation time into two parts. Employees who choose to split their vacation period or periods may apply their seniority preference to any one portion.
- H. It is the policy of the Department to allow employees to take regularly scheduled vacations or remain on vacation during a mobilization unless the employee volunteers to work or there is an order by the Mayor or the Chief of Police to cancel vacations.
1. An employee who volunteers to work during a mobilization while on a regularly scheduled vacation may do so subject to the following:

- a. The Department must have a need for the employee to return to work. Assignments will be made at the discretion of the Department.
 - b. Once the employee voluntarily returns to work, the employee may not resume his or her vacation (including regularly scheduled days off, accumulated overtime and days off in lieu of a holiday) without the approval of the Department.
 - c. The employee may defer all or a portion of his or her vacation pursuant to this Article.
 - d. Where an employee has elected to defer all or a portion of vacation, the employee shall be shown on regular duty status for each deferred vacation day and shall receive overtime compensation according to the provisions of other Articles of this MOU.
 - e. The Department may approve an employee's use of any remaining vacation once the situation deescalates and it is determined there is adequate deployment at all levels of rank.
 - f. The Department is under no obligation to reschedule the vacation during the current calendar year but may do so if it does not impact the ability to maintain adequate deployment at all levels of rank.
2. When the Mayor or Chief of Police orders employees on regularly scheduled vacation to return to work during a mobilization, such return is subject to the following:

The employee may elect to defer all or part of the remaining vacation subject to the provisions of Paragraphs H.1.c-f of this Article.

ARTICLE 7.1.1 SELECTION OF VACATION PERIODS

Assignment of employees to vacation periods shall be made so as to maintain adequate deployment at all levels of rank. If circumstances require, certain ranks and/or positions may be grouped together to ensure that no more than a minimum number of employees assigned to similar duties are on vacation at a given time.

Employees shall submit requests for the selection of vacation periods in writing by September 30 of each year for the following calendar year. Groupings shall be determined by employee assignments as of September 30. Vacation schedules shall be posted by November 1 of each year for the following calendar year.

Seniority

Seniority for the purpose of selection of vacation periods is defined as time as a sworn employee of the Unit. If employees have the same hire date, seniority shall be determined by the employee's serial number, with the lower serial number having seniority. In selecting vacation periods, if an employee is entitled to both a long and short vacation, the employee shall identify if their seniority shall be applied to the long or short vacation. If an employee does not identify to which vacation their seniority is to be applied, it shall be applied to the long vacation. After vacations are assigned based on seniority from highest to lowest, other vacation periods will then be assigned in reverse seniority order.

Groupings

Employees shall generally be grouped into one of the below-listed categories prior to selecting vacation periods.

1. Geographical Area Patrol Assignments:
Lieutenants and Sergeants II; Sergeants I; Police Officers
2. Geographical Area Detective Assignments:
Lieutenants; Sergeants; Detectives III and II; Detectives I and Police Officers
3. Geographical Area Administrative Assignments and Specialized Units:
Lieutenants and Sergeants; Detectives III and II; Detectives I and Police Officers within each unit (Narcotics, GIT, Training, etc.)
4. Non-Geographical Offices, Bureaus, Groups and Divisions:
Lieutenants; Sergeants; Detectives III and II; Detectives I and Police Officers within each section and/or unit

Transfers

Management is sensitive to the needs of employees to plan vacations with other family members. Therefore, when employees are transferred after vacation scheduling has been completed, it is the intent of management to allow employees to retain originally designated vacation dates, if possible. When an employee is transferred, the commanding officer of the organizational unit into which the employee is transferred shall make every good faith effort to honor the originally scheduled vacation dates unless:

1. Granting the vacation, as scheduled, will impact the unit's ability to adequately deploy personnel required to accomplish its mission; or
2. The employee requests a change in vacation dates, and such a change can be made without impacting the deployment needs of the unit.

If any provisions of this Article are in conflict with Section 3.726 of the Department Manual, the provisions of this Article take precedent.

ARTICLE 7.2 SEPARATION FROM SERVICE

Whenever an employee separates from the Los Angeles Police Department, the employee can use no more than 30 calendar days of paid or unpaid time off immediately prior to the separation effective date.

Any employee who is eligible and wishes to buy back service time towards pension credits must have completed this transaction at least three months prior to submitting a request for a pension.

ARTICLE 7.3 HOLIDAYS AND HOLIDAY PREMIUMS

- A. Employees appointed during the calendar year shall be entitled to the number of remaining holiday hours off in lieu of holidays as designated on the Deployment Schedule for that calendar year. All other sworn employees shall receive holiday hours during each calendar year as specified in Article 4.1.
- B. Notwithstanding the paragraph above, employees who work on the following holidays shall receive holiday premium compensation as described in paragraph C. of this Article.

New Year's Day	-	All Watches
Easter	-	All Watches
Memorial Day	-	All Watches
Independence Day	-	All Watches
Labor Day	-	All Watches
Veteran's Day	-	All Watches
Thanksgiving	-	All Watches
Christmas Eve	-	All Watches
Christmas Day	-	All Watches
New Year's Eve	-	All Watches

- C. Holiday premium compensation shall be submitted as straight time equal to one half of the actual hours worked for a maximum of six hours straight time. For example, officers assigned to an 8-hour shift will receive premium compensation of 4 hours; officers assigned to a 9-hour shift will receive premium compensation of 4.5 hours; officers assigned to a 10-hour shift will receive premium compensation of 5 hours; and officers assigned to a 12-hour shift will receive premium compensation of 6 hours. Premium compensation shall not apply to overtime hours worked in excess of the normal tour of duty.
- D. Employees called out or scheduled to work on an overtime basis during a shift specified for premium compensation are entitled to premium compensation in

accordance with Paragraph C. above in addition to the overtime compensation. For example, an employee recalled to work who works 7 hours of overtime would receive time-and-one-half overtime compensation for the 7 hours *plus* premium compensation of 3.5 hours at straight time. The maximum premium compensation remains at 6 hours straight time regardless of how many overtime hours are worked.

- E. Notwithstanding the first and second Paragraphs of this Article, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Chief of Police is hereby authorized to grant to each employee a day off with full pay. Such day off shall be in addition to any other day off authorized and granted each employee under the provisions of this MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and the Council or on any subsequent day at the discretion of the Chief of Police.

ARTICLE 7.4 SICK LEAVE ACCRUAL

Every employee shall be entitled to accrue sick leave as indicated below.

1. During the calendar year in which the employee is appointed and during each subsequent calendar year, the employee shall accrue sick leave as follows:
 - 96 hours of sick leave at 100% pay (up to a maximum of 800 hours),
 - 40 hours of sick leave at 75% pay (up to a maximum of 800 hours),
 - 40 hours of sick leave at 50% pay (up to a maximum of 800 hours).

As used in this Article, the term "calendar year" shall mean the period commencing on the first day of the payroll period during which January 1st occurs and ending on the day immediately preceding the first day of the payroll period during which the next succeeding January 1st occurs.

2. The allowance of sick leave provided for in this Article shall accrue in the manner specified herein while the employee is absent on military leave.

ARTICLE 7.5 SICK LEAVE USAGE

- A. 1. In all cases where an employee is compelled to be absent from duty on account of illness, injury, or pregnancy (to the extent allowed by law), the employee shall report the same as soon as practicable to the Department. The Department may require such employee to be examined by the Occupational Health and Safety Division of the Personnel Department, which shall only report to the Department that the employee is or is not capable of performing the essential duties of his/her position. Any employee who has used less than five consecutive sick days shall not be subject to such mandatory examination.

2. The Department may also require, to the extent the law and Paragraph A.1. of this Article permit, that the employee provide proof from a health care provider which shall include the necessity for the absence and an anticipated return-to-duty date. The request for proof by the Department must be based on articulable facts. Failure to provide the required proof may result in the termination of the employee's sick benefits for the incident in question.
 3. In all cases where an employee is absent for eight or more consecutive days due to illness or injury, the employee shall provide proof from a health care provider which shall include the necessity for the absence, anticipated return-to-duty date, and duty restrictions, if any.
- B. An employee shall be allowed to utilize sick leave benefits not to exceed an aggregate of 96 hours in any one calendar year for the purpose of securing preventive medical, dental, optical or other like treatment or examination for the employee and for the members of the employee's immediate family.
- C. Every female employee shall be entitled to use sick leave accrued pursuant to this Article if unable to work on account of her pregnancy, childbirth or related medical conditions.

ARTICLE 7.6 ACCUMULATED SICK LEAVE

- A. Any unused balance of an employee's 100% sick leave bank remaining at the end of each calendar year of this MOU shall be carried over to the following calendar year. That bank may accumulate to a maximum of 800 hours. Any 100% sick leave remaining unused at the end of each calendar year, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours, shall, as soon as practicable, be paid in cash at the rate of 50%.
- B. If any employee becomes separated from the service of the Department by reasons of retirement or death, any balance of accumulated sick leave at full pay remaining unused at the time of separation shall be compensated to the employee, or in the event of separation due to the death of the employee, to the employee's estate, by cash payment of 50% of the employee's salary rate current at such date of separation. In no instance will an employee or an employee's estate be compensated more than once for accumulated full pay sick leave upon retirement or upon the death of the employee. The City Council may, by resolution, authorize cash payment to the legal beneficiaries of an employee, who, on or after January 1, 1990, suffered or suffers a duty-related death, for the balance of the employee's accumulated full-pay sick leave at 100% of the employee's salary rate on the date of his or her death. In no instance shall an employee or his or her beneficiaries be compensated more than once for accumulated sick leave upon retirement, death, or death in the performance of duties of the employee.

- C. If an employee becomes separated from the service of the Police Department by reason of resignation and is thereafter employed by the Department within seven days after the effective date of said resignation, the unused balance of all sick leave, accrued and accumulated in the Police Department, as of the effective date of such resignation, shall be restored.
- D. If an employee of the Police Department was, within seven days prior to becoming an employee, an employee of any department of the City, including an employee of the Police Department, the unused balance of all sick leave accrued and compensated in the department from which the employee resigned, as of the effective date of such resignation, shall be restored.
- E. Any unused balance of sick leave at 75% of full pay at the end of any calendar year and any unused balance of sick leave at 50% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 800 hours at 75% pay and 800 hours at 50% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

ARTICLE 7.7 FAMILY AND MEDICAL LEAVE

Provisions of the Family and Medical Leave Act (FMLA) are specified in Appendix K.

ARTICLE 7.8 FAMILY ILLNESS

Each employee covered by this MOU shall be entitled to the following family illness leave provisions:

- A. Each employee who is absent from work by reason of the illness or injury of a member of the employee's immediate family, and who has accrued unused 100%, 75% or 50% sick leave, shall be allowed a leave of absence with pay at the appropriate pay rate (100%, 75% or 50%) not to exceed in the aggregate 96 hours in any one calendar year. As used in this Article the term "calendar year" shall mean the period **commencing on the first day of the payroll period during which January 1st occurs** and ending on the day immediately preceding the first day of the payroll period during which the next January 1st occurs.
- B. Each employee shall furnish, if required by the Chief of Police, satisfactory proof from a health care provider which shall include the necessity for the absence and an expected date of return to duty. The request for proof by the Department shall not be arbitrary or capricious, and must be based on articulable facts.

- C. "Immediate family" shall include the father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, grandparent, stepparent, stepchild, foster child, grandchild, or other minor dependent or any household member (any person residing in the immediate household of the employee at the time of illness or injury). The definition of "immediate family" shall also include the domestic partner of an 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. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member.

ARTICLE 7.9 BEREAVEMENT LEAVE

- A. Each employee of this Unit shall be entitled to three days leave of absence with full pay for a death in the employee's immediate family. Any employee may, at the employee's option, choose to use up to two additional days of leave (or up to four additional days when out-of-state travel is required) in conjunction with bereavement leave. Such additional days of leave may be compensatory time off or vacation leave at the employee's discretion. If neither compensatory time off nor vacation leave is available, the employee may choose to use available sick leave.

In the case of simultaneous, multiple family deaths, up to six (6) additional days of vacation or compensatory time off may be taken at the employee's option. (When included with the provision above, up to 11 days would be available for deaths requiring in-state travel and up to 13 days for deaths requiring out-of-state travel).

As used in this Article, a day is defined as the employee's regularly scheduled workday regardless of the number of hours.

- B. Each employee shall furnish, if required by the Chief of Police, a death certificate or other satisfactory proof of the death to justify any bereavement leave.
- C. For purposes of this Article, "immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, stepparent, stepchild, foster child, grandparent, grandchild or any minor dependent or any household member (any member residing in the immediate household of the employee at the time of death). The definition of "immediate family" shall also 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 existence of a domestic partnership. No affidavit is required to secure bereavement leave benefits arising from the death of a household member.

ARTICLE 7.10 HEALTH INSURANCE

- A. Management will provide a monthly subsidy toward the cost of any one of the following health plans for employees in this Unit:
 - 1. Police Blue Cross/Prudent Buyer
 - 2. Police Kaiser
 - 3. Police Blue Cross/California Care
 - 4. L.A. City-sponsored plans
 - 5. Any other plan submitted by the League and approved by the City for which an employee is eligible.
- B. Management's monthly health subsidy will be as follows:
 - 1. Operative July 1, 2015, management will provide a monthly subsidy not to exceed \$1,230.00 per month.
 - 2. Operative July 1, 2016, management will provide a monthly subsidy not to exceed \$1,290.00 per month.
 - 3. Operative July 1, 2017, management will provide a monthly subsidy not to exceed \$1,350.00 per month.
- C. The City will apply this sum first to the employee's coverage. The amount to be applied to the employee-only coverage will be the actual amount required, but not to exceed \$750.00 per month for Fiscal Year 2015-16, \$790.00 per month for Fiscal Year 2016-17, and \$830.00 per month for Fiscal Year 2017-18.
- D. Management will provide continuation of the above medical plan subsidies toward the cost of health plan premiums for the spouse, domestic partner, and any minor dependents of any employee killed in the line of duty or who dies from a duty-related injury after July 1, 1985, while on active payroll status. This coverage shall cease for minor dependents when they reach the age of 26 years. However, coverage will continue for a disabled child of the employee if the child remains unmarried, was dependent on the employee for financial support, and was disabled before age 18.

- E. Health plan subsidy provisions not covered in this Article will be administered in accordance with applicable sections of the Los Angeles Administrative Code. Any employee who fails to enroll in a health plan, or select cash-in-lieu, will automatically default into the lowest cost HMO plan under the City's FLEX benefits program.
- F. The City will retain all duties and responsibilities it has had for the administration of the City's Health Plans.
- G. The City will expend the above-noted funds only for those employees who are enrolled in a plan and are on active payroll status with the City. The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Article.
- H. The parties hereby agree that either the City or the League has the option to re-open the MOU at any time upon written notice to the other party to discuss changing the health plan administration and benefits.
- I. Any employee who can prove health insurance coverage under a spouse or domestic partner with an adequate plan, may opt out of health insurance coverage as provided by this Article, and receive a sum of \$100 monthly which is not be considered wages. To be eligible for this opt-out benefit, the employee must comply with the rules and procedures established by the Personnel Department.
- J. **Health Plan Subsidy – Domestic Partners**
 - 1. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner.
 - 2. 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.
- K. **Health Plan Subsidy - Retirees**
 - 1. For those employees who retire after July 1, 1988, such employee shall receive the following benefit based upon years of service, age, and pension:
 - a. **Basic Benefit:** The following benefit and eligibility requirements pertain to all employees who retired after July 1, 1988, on a service pension unless applicable eligibility requirements have been changed or the benefit improved in Paragraphs b. or c. below:

<u>Years of Service</u>	<u>Benefit</u>
20 – 24	\$75 per month
25 – 29	\$150 per month
30 & over	\$225 per month
<u>Pension Plan</u>	<u>Age for Subsidy Eligibility</u>
Articles 17 & 18	58
Article 35	55

- b. **Eligibility Expansion:** Employees who retire after July 1, 1994, with either a service or a service-connected disability pension shall be eligible for the retiree health plan subsidy at age 55, upon the effective date of the enabling ordinance.
- c. **Benefit Improvement:** Employees who retire after July 1, 1996, with either a service or a service-connected disability pension shall receive the following benefit at age 55:

<u>Years of Service</u>	<u>Benefit</u>
20 – 24	\$150 per month
25 – 29	\$225 per month
30 & over	\$300 per month

- 2. This benefit subsidy amount shall not in any case exceed the cost of the health plan option selected by the retiree.
- 3. To receive this subsidy, the retiree must be in a City-approved health plan and cannot receive this subsidy if such retiree, after retirement from the Police Department, has accepted a City job and is receiving a City health insurance subsidy through that job.
- 4. The subsidy for retirees shall be administered through the Pension Department and will be governed by the rules and regulations of the City health insurance plan subsidy for active employees. The benefits provided herein do not affect or repeal any other benefit provided for retirees. See, e.g., Los Angeles Administrative Code Section 4.1150, et seq.

5. The benefit will begin in the first month after adoption of the enabling Ordinance and the dollar subsidy will not be retroactive.
6. The parties agree that any change in this benefit must first be negotiated by the City Administrative Officer and the Police Protective League as part of the meet and confer process and any change made through any other process shall not be recognized by the City.
7. The parties agree to implement a cash in lieu of health insurance subsidy on a reimbursement basis for retired sworn employees who reside in an area where they cannot access a City sponsored or approved Managed Care Health Plan (HMO). Details for plan administration need to be worked out prior to implementation. The effective date of this program will be when the parties have completed all necessary procedures to affect this benefit. This benefit is not retroactive.

L. Health Plan Subsidy – Family and Medical Leave Provision

Employees shall be eligible for a continued health plan subsidy while on Family or Medical Leave, under the provisions of Appendix M of this MOU. However, for any unpaid portion of Family or Medical Leave, the health subsidy shall be continued for a maximum of nine (9) pay periods. The continuation of the health plan subsidy will be provided only under the following conditions:

1. The employee shall have been enrolled in a health plan listed in Paragraph A of this Article prior to the beginning of the leave.
2. The City will not continue the subsidy if the employee is covered under a health plan which is not listed in Paragraph A of this Article.
3. The continuance of the health plan subsidy shall include coverage of any new dependent.

ARTICLE 7.11 DENTAL INSURANCE

- A. Management will provide continuation of the dental subsidy for the spouse, domestic partner, and any minor dependents of any employee killed in the line of duty or who dies from a duty-related injury after July 1, 1985, while on active payroll status. This coverage shall cease for minor dependents when they reach the age of 18 years, or 26 years if unmarried and attending an accredited school on a full-time basis. However, coverage will continue for a disabled child of the employee if the child remains unmarried, was dependent on the employee for financial support, and was disabled prior to age 18.
- B. Operative July 1, 2015, the City will expend a maximum of \$76.00 per month for employees enrolled in the below-listed dental plans. Operative July 1, 2016, this

amount will increase to \$78.00. Operative July 1, 2017, this amount will increase to \$80.00.

1. Los Angeles Police Protective League Dental Service
 2. Police Relief Association self-insured Dental Insurance Plan
 3. Any other plan submitted by the League and approved by Management for which an employee is eligible
 4. L.A. City-sponsored plans
- C. In the event the monthly Delta Dental one-party rate decreases at any time, such decrease shall not result in a reduction of the City's dental subsidy.
- D. The City will apply this contribution first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the same plan.
- E. The City subsidy for employees who enroll in any of the above dental plans will be applied toward plan premiums scheduled for payroll deduction in the first payroll period following the employee's enrollment.
- F. Employees who are enrolled in more than one of the dental plans for which a subsidy is provided may only receive one subsidy. If the employee was receiving a subsidy on July 1, 1985, the employee will continue to receive the subsidy for that dental plan, unless the employee submits a new payroll deduction card.
- G. The City will expend the above-noted funds only for those employees who enroll in said plans and remain on active payroll status with the City. The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Article.
- H. For those employees enrolled in any plan, other than the City-sponsored plan, who authorize the City Controller to cover any additional costs of the plan, the City will remit to the sponsor of the plan a separate amount and an appropriate deduction list at an address to be specified by the sponsor.
- I. The City is not responsible for nor expected to provide any additional accounting, administrative bookkeeping, clerical or other services except as provided for in the above paragraphs. The League assumes all responsibility for any services which may arise out of the administration of plans it administers.
- J. The League shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or

by failure of the League or any of the dental carriers to provide the coverage and services agreed to between the sponsors and the carriers.

- K. The City will retain all duties and responsibilities it has had for the administration of the City Dental Insurance Plan.

L. Dental Plan Subsidy - Domestic Partners

1. The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner.
2. Any employee claiming a domestic partner and/or the dependents of such domestic partner for the 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.

M. Dental Plan Subsidy - Family and Medical Leave Provisions

Employees shall be eligible for a continued dental plan subsidy while on Family or Medical Leave, under the provisions of Appendix K of this MOU. However, for any unpaid portion of Family or Medical Leave, the dental subsidy shall be continued for a maximum of nine (9) pay periods. The continuation of the dental plan subsidy will be provided only under the following conditions:

1. The employee shall have been enrolled in a dental plan listed in Paragraph B prior to the beginning of the leave.
2. The City will not continue the subsidy if the employee is covered under a dental plan not listed in Paragraph B.
3. The continuance of the dental plan subsidy shall include coverage of any new dependent.

ARTICLE 7.12 LIFE INSURANCE

- A. During the term of this MOU, the City shall expend \$16 per month for employees covered in the Life Insurance Program. Enrollment shall be available to all employees in the Unit regardless of League membership or affiliation.
- B. Management will provide continuation of the above Life Insurance Program subsidy toward a life insurance policy issued on the life of the spouse or domestic partner of any officer killed in the line of duty after July 1, 1985, provided such policy is issued through the League. Such policy shall name the minor children of said officer as beneficiaries. This subsidy shall be provided only

if such employee had a life insurance policy in effect, through the League, at the time of the employee's death.

- C. In order for a domestic partner to be eligible for the continuation of life insurance subsidy, a confidential affidavit shall have been filed with the Employee Benefits Office, Personnel Department, signed by the City employee and the domestic partner, declaring the existence of a domestic partnership.
- D. Dependents who have reached their 18th birthday and are not full-time students are not eligible for coverage.
- E. Dependent children may remain beneficiaries of the above policy up to the age of 21 if unmarried and attending an accredited school on a full-time basis.
- F. The City will expend the above-noted funds only for those employees who enroll in a plan and remain on active payroll status with the City. The City retains all rights to any unused funds, which may be allocated for the purpose of implementing this Section.
- G. The City will provide the subsidy for the League plan in 24 biweekly increments annually. The City will remit to the League an aggregate amount equal to the sum of the subsidy paid for those employees enrolled in said plans who are on active payroll status, together with a list of those employees who qualify for the subsidy during each payroll period. Remittance of this aggregate amount will be made within 30 working days after the conclusion of the payroll period in which the subsidy was paid.
- H. For those employees enrolled in the plan who authorize the City Controller to make a payroll deduction to cover an additional cost of said life insurance plan, the City will remit to the League a separate amount and appropriate deduction list in accordance with established policy and procedures.
- I. The City is not responsible for nor expected to provide any additional accounting, administrative bookkeeping, clerical or other services except as provided for in the above paragraphs. The League assumes all responsibility for any services, which may arise out of the administration of the life insurance plan.
- J. The League shall indemnify, defend and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result from any action taken by the City for purposes of complying with this Article, or by failure of the League or its life insurance carrier to provide the coverage and services agreed to between the League and the carrier.
- K. The subsidy amount will be provided only to those employees enrolled in the League-sponsored life insurance plan.

ARTICLE 7.13 INJURED ON DUTY PAY

- A. Disability claims shall be paid as provided for in Administrative Code Section 4.177. In accordance with *Andersen v. Workers Compensation Board* (2007) 149 Cal. App. 4th 1369, employees may elect to use their accrued sick leave, accrued vacation time, or accumulated CTO to supplement the Workers Compensation State Rate benefit described in Administrative Code Section 4.177 in order to receive up to the equivalent of their regular salary. In accordance with Workers Compensation law, employees who are temporarily disabled and eligible for the State Rate benefit cannot use accrued leave or accumulated time off before, or instead of, receiving the State Rate benefit.
- B. An employee who is absent from work as a result of an illness or injury arising out of the course and scope of employment, and who qualifies for the benefits available under Labor Code Section 4850, shall be entitled to the salary he or she would have received but for the absence, including, but not limited to, all bonuses, incentives, hazard pay, special pay, and premium pay, as allowed under Labor Code Section 4850.

ARTICLE 7.14 EMPLOYEE ASSISTANCE PROGRAM

The League shall contract with a City-approved employee assistance service provider. Such provider shall employ qualified staff to provide family counseling services in the areas of: chemical dependency, alcohol, drug, and substance abuse, juvenile delinquency, marital, legal, financial, or other problems. The method of treatment shall include: identification of problem, counseling, referral to appropriate service provider for extended counseling and/or treatment, and case follow-up.

Any employee claiming a domestic partner and/or dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed with 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.

The EAP service provider shall issue quarterly reports to the League and to the City in care of the Employee Benefits Section, Personnel Department. These reports shall provide the following information:

- 1. The number of persons the program has assisted during the reporting period for each category of family counseling service.
- 2. The category of individual receiving service (employee, spouse, dependent child, domestic partner, and/or dependents of domestic partner).
- 3. The sex and age of persons served.
- 4. The number of clients who are repeat users of the service.

5. Treatment program complete data.

Operative July 1, 2014 , or as soon thereafter as practical, the City shall reimburse the League its actual cost of the EAP provider, not to exceed the sum of \$840,000 annually, such reimbursement to be paid at the beginning of each quarter.

In those instances where Management deems the best interest of an employee would be served, Management may refer such employee to the service provider.

If, in the City's or the League's opinion, the EAP provider commits a major breach of any of the provisions of its agreement, the City may, at its discretion, discontinue further payments in support of the EAP. Reasons for discontinuing payments include, but are not limited to: (1) failure of the EAP provider to cooperate with the reasonable requests of City or League representatives for information as described above regarding quarterly reports, items #1-5; (2) failure of the EAP provider to comply with the restrictions placed on its operations by this MOU.

The League shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, including costs of suits and reasonable attorney fees, and/or other forms of liability arising from the implementation of these provisions and the operation of the EAP.

Participation by an employee in this EAP in no way diminishes, restricts, or alters the authority or discretion of the Chief of Police in the imposition of disciplinary action.

The employee's participation in the program shall be on the employee's own time and shall not be considered hours worked.

ARTICLE 7.15 DEATH BENEFIT

The City will provide up to \$30,000 for funeral expenses only to the heirs of any police officer killed in the line of duty. This amount includes the amount already available for this purpose in accordance with California State Labor Code Section 4701, but excludes grants or donations from any other source.

ARTICLE 7.16 DEPENDENT CARE REIMBURSEMENT ACCOUNT

During the term of this MOU, Management agrees to maintain a Dependent Care Reimbursement Account (DCRA), qualified under Section 129 of the Internal Revenue Code, for active employees who are members of the Fire and Police Pension System, provided that sufficient enrollment of City employees is maintained to continue to make the account available. Enrollment in the DCRA is at the discretion of each employee. All contributions into the DCRA and related administrative fees shall be paid by employees who are enrolled in the plan. As a qualified Section 129 plan, the DCRA shall be administered according to the rules and regulations specified for such plans by

the Internal Revenue Service. Since this benefit is subject to the Civilian Benefits Committee, the League must abide by any policies of the Committee in management of DCRA.

ARTICLE 7.17 HEALTHCARE FLEXIBLE SPENDING ACCOUNT

Employees are eligible to participate in a voluntary Healthcare Flexible Spending Account administered by the Personnel Department.

ARTICLE 7.18 EDUCATION FUND

Upon the date this MOU is approved, and every July 1 during the term of this MOU, the City will provide the League with \$300,000 to be used exclusively for training and education for employees of this Unit. The funds are to be used for employment-related programs or degree programs to prepare employees for promotion. Expenditures of these funds will be at the sole discretion of the Board of Directors of the League, which will also be responsible for providing the City Administrative Officer with a record of all expenditures on a semi-annual basis.

SECTION 8.0 GRIEVANCES

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

ARTICLE 8.1 DEFINITIONS

- A. A grievance is defined as a dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions.
- B. A grievant is defined as any employee who is affected by a grievance, the grievant and representative, if any, or the League when the grievance affects a class or group of employees.

ARTICLE 8.2 MATTERS NOT GRIEVABLE OR ARBITRABLE

- A. Matters that are not subject to this grievance procedure, or to arbitration, include the following:
 - 1. An impasse in meeting and conferring.

2. Transfers, assignments, promotions, promotional examinations, probationary terminations of entry-level or tenured employees, and Employee Comment Sheets (comment cards). These matters are not grievable or arbitrable whether or not said matters involve discipline.
 3. Any other matter involving discipline.
 4. A determination of the fitness of an employee to carry a concealable firearm on or off duty.
 5. A determination of the appropriate salary step of probationary employees based on education and/or prior law enforcement experience.
 6. Denial of the use of compensatory time off.
- B. These matters are to be dealt with solely by the following procedures:
1. Discipline for permanent employees who have successfully completed their probationary period shall be through Charter Section 1070 or by the Administrative Appeal Procedure, Section 9.0, depending on the penalty assessed.
 2. Probationary terminations of entry-level employees involving a liberty interest and probationary terminations of tenured employees shall be through the Administrative Appeal Procedure, Section 9.0.
 3. Transfer for the purposes of discipline by the Administrative Appeal Procedure, Section 9.0.
 4. Promotional examinations by appeal to the Civil Service Commission.
 5. The fitness of an employee to carry a firearm may be appealed to the Chief of Police. If not satisfied at the Chief of Police level, an appeal may be made to the Police Commission, which is the final level of administrative appeal. An appeal pursuant to this provision shall be filed on an Administrative Appeal, Form 1.84. It shall be filed with the Director, Office of Administrative Services, when it is appealed to the Chief of Police.
 6. The appropriate salary step of probationary employees based on education and/or prior law enforcement experience may be appealed to the Commanding Officer, Personnel Group, whose decision shall be final. An appeal pursuant to this provision shall be filed on an Administrative Appeal, Form 1.84. It shall be filed with the Commanding Officer, Personnel Group.

7. Employee Comment Sheets (Comment Cards), Forms 1.77, may be responded to on an Employee's Report, Form 15.7, within 30 days of the initial review. Any employee response shall be attached to the Employee Comment Sheet (Manual Section 3/760.13).

Note: If the Employee Comment Sheet is subsequently attached to a Standards Based Assessment, the employee shall have the right to contest such use via the grievance procedure. However, the Employee Comment Sheet itself will not be invalidated, destroyed or otherwise removed from the employee's personnel package unless such treatment is specifically directed by an arbitrator through arbitration of the Standards Based Assessment.

- C. Issues that may be related or lead to probationary employee terminations such as, but not limited to, performance evaluations and comment card entries, or where a final and binding decision would be counter to the authority of the Chief of Police in Section 1011 of the Los Angeles City Charter shall be limited in appeal to the second level of review (Chief of Police Review) and shall not be appealed to the Police Commission or submitted to arbitration.
- D. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an Unfair Employee Relations Practice under the jurisdiction of the Employee Relations Board, the grievant may elect to pursue the matter either under the grievance procedure herein provided, or by action before the Employee Relations Board. Notwithstanding any contrary language in the Employee Relations Board's rules and regulations, the grievant's election of either procedure shall constitute a binding election of the remedy chosen and an absolute waiver of any alternative remedy.

ARTICLE 8.3 RESPONSIBILITIES AND RIGHTS

- A. No grievant shall lose the right to process a grievance because of Management imposed limitations in scheduling meetings.
- B. The grievant has the responsibility to discuss the grievance informally with the grievant's immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with the employee at a mutually satisfactory time. The grievant may be represented by a representative of the grievant's choice in the informal discussion with the grievant's immediate supervisor, and at all formal review levels, and shall be permitted the opportunity to present witnesses at all formal levels of review.
- C. Notwithstanding Paragraph B. above, and Paragraphs A.1. and A.2. of Article 8.4, when an employee is grieving a Standard Based Assessment completed by a supervisor from a previous entity or division of assignment, the informal discussion and first level of appeal shall be completed with the immediate

supervisor and commanding officer in the division or entity where the Standard Based Assessment was completed. The Employee Relations Administrator shall approve any deviation from the provisions of this Paragraph.

- D. The grievant and the grievant's representative, if not a League Board member, may have a reasonable amount of paid time off to present the grievance at each level of review. The grievant and the grievant's representative shall not be entitled to paid time off to investigate or prepare the grievance. A grievant may not be represented by a person who is not a member of this representation unit unless he or she has the written permission of the League.
- E. If a grievance representative must leave the representative's regular assignment to represent a grievant, the representative shall first obtain permission from the representative's supervisor. If permission cannot be granted promptly, the grievance representative will be informed when time can be made available.
- F. The time limits between steps of the grievance procedure may be extended by mutual agreement. If the last day of an appeal period falls on a weekend or City holiday, such period shall be extended to the next business day.
- G. Management shall notify the League of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a designated member of the Board of Directors of the League shall have the right to be present at any formal grievance meeting concerning such a grievance. If the designated member elects to attend said grievance meeting, the member shall inform the Employee Relations Administrator of such intention. The League is to be notified of the resolution of all other formal grievances.
- H. The parties agree that there is a need to hold confidential information obtained during the investigation of grievances, unfair employee relations practice claims, and similar employer-employee relations matters. The procedures in Section 8.0 of this MOU and the City's Employee Relations Ordinance provide a forum for employees to freely discuss issues of concern with Management and thus enhance morale and efficiency in the work environment. With the exception of the need for some level of disclosure in order to conduct investigations, take corrective action, and report allegations of possible misconduct, Management will hold investigations of grievances and similar employer-employee matters contained in the files of the Los Angeles Police Department as confidential privileged official records as provided for in Evidence Code Section 1040.
- I. Whenever a grievant has a representative, the representative shall concurrently receive all notices the grievant receives at all formal levels of review.

ARTICLE 8.4 GRIEVANCE PROCEDURE

A. The grievance procedure for employees covered by this MOU shall be as follows:

1. Step 1 - Informal Discussion (Immediate Supervisor Review)

- a. The grievant shall discuss the grievance with the grievant's 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 20 calendar days following the day during which the event upon which the grievance is based occurred. Said 20 calendar days may be waived by mutual consent of the parties involved.
- b. The immediate supervisor shall respond within 20 calendar days following meeting with the grievant. Failure of the immediate supervisor to respond within the time limit shall entitle the grievant to process the grievance at the next step.

2. Step 2 - First Level of Review (Commanding Officer Review)

- a. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance to the concerned Commanding Officer on a form provided by the Department within 20 calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve written notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, said Commanding Officer shall meet with the grievant, and a written decision and statement of the facts and issues shall be rendered to the grievant within 20 calendar days from the date of service. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance at the next level of review.

3. Step 3 - Second Level of Review (Chief of Police Review)

- a. If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the Chief of Police, via the Employee Relations Administrator, within 20 calendar days following receipt of the Step 2 grievance response. Failure of the grievant to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Employee Relations Administrator, on behalf of the Chief of Police, shall meet with the grievant, and a

written decision and statement of the facts and issues shall be rendered to the grievant within 20 calendar days from the date of service. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance at the next level of review.

4. Step 4 - Third Level of Review (Police Commission Review)

- a. If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon the Police Commission or its designee(s), hereafter Police Commission, within 20 calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Police Commission shall notify the grievant in writing within 20 calendar days whether it wishes to hear the grievance. If a decision is reached to hear the grievance, the Police Commission will afford the grievant an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant, a written decision within 20 calendar days from the date the Police Commission notified the grievant in writing that it would hear the grievance. Failure of the Police Commission to respond in writing within the time limit shall entitle the grievant to process the grievance at the next level.
- c. If the Police Commission decides not to hear the grievance, or the League fails to timely request arbitration as provided in Step 5, the decision at Step 3, Chief of Police Review, will be the final departmental decision regarding the grievance.

5. Step 5 – Arbitration

- a. If the Police Commission decides not to hear the grievance, or fails to serve written notice pursuant to Step 4 (b), or the written decision at Step 4 does not settle the grievance, the grievant and the League jointly may, within 20 calendar days of receiving a written response, or within 20 calendar days of the expiration of the 20-day period in Step 4 (b), serve upon the Police Commission a notice that a request for arbitration has been filed with the Employee Relations Board.
- b. The request for arbitration must be filed with the Employee Relations Board within 20 calendar days of the date the Police Commission served its response or decision on the grievant or, when no response at all is received from the Police Commission,

within 20 calendar days of the expiration of the 20-day period in Step 4 (b). Failure of the League to timely request arbitration within the time herein shall result in the loss of the right to arbitrate the grievance.

- c. If 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 calendar days following receipt of said list.
 - (1) Arbitration of a grievance shall be limited to the formal grievance *as originally filed* by the grievant to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless other rules or procedures for the conduct of such arbitration are specified herein. The fees and expenses of the arbitrator shall be shared equally by the parties involved, all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual incurring same. In any case where there is a cancellation fee, the party requesting the cancellation shall pay the fee unless the cancellation is mutually requested. In such case, the parties shall share the cancellation fee equally.
 - (2) At an arbitration hearing, generally the League shall present its case first unless there is a mutual agreement that the Department will present its case first or the arbitrator determines there is a compelling reason for the Department to present its case first.
 - (3) The decision of an arbitrator resulting from any arbitration of a grievance shall be binding upon the parties concerned.
 - (4) The decision of an arbitrator resulting from any arbitration of grievances shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
 - (5) The burden of proof in an arbitration shall be a preponderance of the evidence. As used herein, preponderance of the evidence shall mean evidence which is of a greater weight or more convincing than the evidence offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable

than not. In rendering an opinion and award, an arbitrator shall judge the evidence by this standard and this standard alone, regardless of the issue being arbitrated. In rendering an opinion and award, the arbitrator shall express in writing the grounds for such opinion and award so that the parties to the matter can intelligently examine and determine whether the opinion and award is supported by a preponderance of the evidence.

- (6) If either party to the matter believes that the arbitrator applied a burden of proof other than a preponderance of the evidence, that party may appeal the opinion and award to Superior Court under authority of the California Code of Civil Procedure, or appeal in writing to the Employee Relations Board within 30 days of issuance of the opinion and award. The party appealing the matter to the Employee Relations Board shall serve written notice of the appeal on the other party within five days. The Employee Relations Board may review the arbitrator's written opinion and award and the evidence presented in the case, and, if it conducts such a review, shall determine by majority vote of the members whether the award and decision is supported by a preponderance of the evidence. This ruling, or its decision not to review the matter, shall be communicated in writing to the parties to the matter within 60 days of the matter having been appealed to the Employee Relations Board.
- (7) If, pursuant to this Article, the Employee Relations Board sets aside the opinion and award of an arbitrator, the matter may, at the discretion of either party, be heard before a different arbitrator.
- (8) If the Employee Relations Board rules that the opinion and award was based on a preponderance of the evidence, if it decides not to review the award, or if it fails to act on such a request, the objecting party shall comply with the arbitrator's award. If the objecting party utilizes the Employee Relations Board in an attempt to obtain such a review, that party waives any judicial review of that award under the California Code of Civil Procedure or any other provision.

ARTICLE 8.5 EMERGENCY GRIEVANCE REVIEW PROCEDURE

- A. When a grievant feels that a grievance is of an emergency nature, the grievant shall submit, on an appropriate form to the Chief of Police, a request for

emergency consideration. The Chief of Police will determine whether an emergency exists and his decision will be final.

- B. If the Chief of Police determines that an emergency exists, the grievance will be reviewed at that level and a written decision or statement of facts and issues shall be rendered to the grievant within 20 calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance at the next level of review.
- C. If the emergency grievance is not satisfied by the Chief of Police under the Emergency Grievance Review Procedure, the grievant may serve written notice of the grievance upon the Police Commission within 20 calendar days following receipt of the grievance response. Failure of the grievant to serve notice shall result in the loss of the right to process the grievance. If notice is served, the Police Commission shall hear the grievance. The Police Commission will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and the Police Commission shall render to the grievant a written decision within 20 calendar days from the date of service. Failure of Management to respond within the time limit shall entitle the grievant to process the grievance at the next level.
- D. If the written decision by the Police Commission does not satisfy the grievance, the grievant may serve a written notice upon the Police Commission of a timely request for arbitration as provided for in Step 5 of the Grievance Procedure.

ARTICLE 8.6 PROCEDURES FOR GRIEVANCES AFFECTING A CLASS OR GROUP OF EMPLOYEES

- A. If the League files a grievance affecting several employees:
 - 1. In one division or Area, the grievance shall first be processed through the division or Area commanding officer.
 - 2. In more than one division or Area, the grievance shall first be processed through the Employee Relations Administrator.
- B. If the Employee Relations Administrator believes that the grievance would more appropriately be processed by a division or Area commanding officer, the Employee Relations Administrator may transfer the grievance to that commanding officer and must immediately notify the League in writing of such transfer. The transfer shall not extend the time periods for processing the grievance.
- C. The parties agree to mutually cooperate to ascertain the members of the class or group of employees affected by the grievance when appropriate under the circumstances.

- D. The grievance procedure for a grievance affecting a class or group of employees covered by this MOU shall be as follows:

1. Step 1. Presentation of the Grievance

- a. The League shall serve written notice of the grievance on a form provided by the Department upon the commanding officer or Employee Relations Administrator within 20 calendar days of which discovery of the grievance should reasonably have occurred. Said 20 days may be waived by mutual consent of the parties. The grievance shall be considered waived if not filed within 20 days.
- b. The commanding officer or Employee Relations Administrator shall meet with the League representative in an effort to resolve the grievance and shall respond to the League with a written decision within 20 calendar days from the date of service. Said 20 days may be waived by mutual consent of the parties. Failure of Management to respond within the time limit shall entitle the League to process the grievance at the next level of review.
- c. If the grievance is accepted by the Employee Relations Administrator at Step 1, that review shall serve as the Chief of Police review for Step 2.

2. Step 2. Chief of Police Review

- a. If the grievance is not settled by the commanding officer at Step 1, the League may serve written notice of the grievance on said form upon the Employee Relations Administrator, within 20 calendar days following receipt of the Step 1 grievance response. Failure of the League to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Employee Relations Administrator shall meet with the League representative, and a written decision and statement of the facts and issues shall be rendered to the League representative within 20 calendar days from the date of service. Time limitations imposed in Step 2 may be waived by mutual consent of the parties. Failure of Management to respond within the time limit shall entitle the League to process the grievance at the next level of review.

3. Step 3. Police Commission Review

- a. If the grievance is not settled, the League may serve written notice of the grievance on said form upon the Police Commission within 20 calendar days following receipt of the grievance response. Said 20 days may be waived by mutual consent of the parties. Failure of the League to serve notice shall result in the loss of the right to process the grievance.
- b. If written notice is served, the Police Commission shall decide and notify the grievant in writing within 20 calendar days whether it wishes to hear the grievance. If a decision is reached to hear the grievance, the Police Commission will afford the grievant an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant a written decision within 20 calendar days from the date the Police Commission notified the grievant in writing that it would hear the grievance. Failure of the Police Commission to respond within the time limits shall entitle the grievant to process the grievance at the next level.
- c. If the Police Commission decides not to hear the grievance, or the written decision at the Chief of Police Review does not settle the grievance, the League may request arbitration in Article 8.4, Step 5.

ARTICLE 8.7 EXPEDITED ARBITRATION PROCEDURE

By mutual agreement, the parties may submit any grievance, which has reached the arbitration level, to expedited arbitration. The expedited arbitration procedures are as follows:

1. The selection of the arbitrator shall be conditioned upon the arbitrator's ability to submit a written ruling to the parties within 48 hours.
2. An expedited arbitration shall not be officially transcribed unless it is requested by Management or the League. In the event of such a request, the party requesting the transcript shall pay the cost.

SECTION 9.0 ADMINISTRATIVE APPEALS

The parties agree that the procedures in Section 9.0 may be modified during the term of this MOU if there is mutual agreement on the modifications. This section is not applicable for matters involving reassignment of a sworn employee from an advanced paygrade position, deselection from a bonus position, or denial of promotion on grounds other than merit. Such matters shall be conducted in conformance with rules and procedures adopted by the Department.

A "dispute" as used in this Section is not intended to limit the definition of a "grievance" in this MOU or as defined in the Employee Relations Ordinance. If a matter is a "grievance," it must be processed through the grievance procedure, and not through the administrative appeal process specified in this Section. Conversely, if a matter is subject to administrative appeal, it must be processed through the administrative appeal process, and not through the grievance process. Tenured employees wishing to appeal only the penalty for a suspension of one to 22 days may use this process subject to the provisions of Article 9.1.B. For all appeals conducted pursuant to the provisions of this Section, the recommendation of the hearing officer is non-binding on the Chief of Police.

ARTICLE 9.1 MATTERS SUBJECT TO AN ADMINISTRATIVE APPEAL

A. General Dispute

A general dispute may arise from a Department-initiated transfer for purposes of punishment.

Note: The League and the employees it represents reserve the right to challenge a dispute concerning a transfer on constitutional or other legal grounds.

B. Discipline of 22 Days or Less Involving Tenured Employees

Includes the following:

1. A sustained personnel complaint disposition that is not subject to a hearing before a Board of Rights (paper penalty, including "sustained, no penalty"); or,
2. A penalty of a one- to 22-day suspension if the employee agrees to:
 - a. Waive a Board of Rights hearing; and,
 - b. Admit guilt; and,
 - c. Limit the appeal to the degree of penalty (with the understanding that the original penalty can not be increased).

C. Termination of Entry-Level Probationary Employees for Misconduct Involving a Liberty Interest

Misconduct involves a liberty interest when the misconduct results in charges of dishonesty or involves moral turpitude that could:

1. Stigmatize the employee's reputation; and,

2. Seriously impair the employee's opportunity to earn a living, or seriously damage the employee's standing or association in the community; and,
3. The employee asserts the allegations are false.

Note: This only applies to entry-level probationary termination and not to termination on probation from a promotional position.

D. Categorical Use of Force Adjudications of Administrative Disapproval – Extensive Retraining

Includes findings for:

1. Tactics
2. Drawing and Exhibiting
3. Use of Force

Note: Findings of Administrative Disapproval – Notice to Correct Deficiencies and Administrative Disapproval – Personnel Complaint may be appealed through separate procedures established for those actions.

ARTICLE 9.2 NOTIFICATION OF EMPLOYEE; REQUEST FOR HEARING

If an employee decides to administratively appeal a matter specified in Article 9.1, the employee shall, within the below specified time period, notify the Department that the employee requests an administrative appeal hearing. If the last day of the appeal period falls on a weekend or City holiday, such period shall be extended to the next business day. If the employee fails to request a hearing within the prescribed time, the decision of the Chief of Police shall be binding. Requests for an administrative appeal hearing shall be filed as specified below.

A. General Dispute

A request to appeal a matter falling within the definition of a general dispute, as defined in Article 9.1.A., shall be filed within 20 calendar days after the date the employee was notified, or the effective date of the appealable action, whichever is later. The request shall be filed on an Administrative Appeal, Form 1.84, with the Employee Relations Administrator.

B. Discipline of 22 Days or Less Involving Tenured Employees

A request to appeal a disciplinary matter involving a tenured employee, as defined in Article 9.1.B., shall be filed within 20 calendar days after the employee

was served with a penalty not subject to a hearing before a Board of Rights (paper penalty); or a Complaint and Relief From Duty, Suspension or Demotion, Form 1.61, for a one-to 22-day suspension. The request shall be filed on an Administrative Appeal, Form 1.84, with the Advocate Section, Internal Affairs Administrative Division.

Note: A sworn tenured employee may elect to appeal a one-to- 22-day suspension to either a Board of Rights or an administrative appeal subject to the provisions of each procedure. The election of either procedure shall constitute a binding election of the appeal procedure chosen and an absolute waiver of the alternate appeal procedure.

C. Termination of Entry-Level Probationary Employees for Misconduct Involving a Liberty Interest

A request to appeal the termination of a probationary employee for a matter involving a liberty interest, as defined in Article 9.1.C., shall be filed within 20 calendar days after the employee was served with the decision of the Chief of Police on a Notice of Termination or Suspension of Sworn Probationary Employee, Form 1.61.1. The request shall be filed on an Administrative Appeal, Form 1.84, with the Advocate Section, Internal Affairs Administrative Division.

D. Categorical Use of Force Adjudications of Administrative Disapproval – Extensive Retraining

A request to appeal a Categorical Use of Force (CUOF) finding of Administrative Disapproval – Extensive Retraining shall be filed within twenty (20) calendar days after the employee was served by the employee's commanding officer with the decision of the Chief of Police on a CUOF Internal Process Report, Form 01.67.01. The request shall be filed on an Administrative Appeal, Form 1.84.00, with the Advocate Section, Internal Affairs.

If the last day of the appeal period falls on a weekend or City holiday, such period shall be extended to the next business day. If the employee fails to request a hearing within the prescribed time, the decision of the Chief of Police shall be binding.

ARTICLE 9.3 PURPOSE OF ADMINISTRATIVE APPEAL HEARINGS

The purpose of an administrative appeal hearing is based on the type of administrative appeal requested. The employee shall have the right to appear in-person at the hearing and present information specifically related to the purpose of such hearing as stated below.

A. General Dispute

The purpose of an administrative appeal hearing for a general dispute relating to a Department-initiated transfer is to provide the employee an opportunity to appeal the Department's action. The Department bears no burden of proof in this hearing. Evidence is not required but may be provided by the Department. The Department may present a case at its discretion. Should the Department elect to present a case, notice of this decision must be given to the appellant and/or his or her representative/attorney no later than two business days prior to the date of the hearing. The hearing officer may request specific information from the Department, but may not compel the Department to present a case. Notwithstanding a decision by the Department to present a case, it bears no burden of proof in the administrative appeal hearing.

B. Discipline of 22 Days or Less Involving Sworn Employees

1. For an administrative appeal of discipline that is not subject to a hearing before a Board of Rights (paper penalty) involving sworn tenured employees, the Department shall bear the burden of proof to establish by a preponderance of evidence that the Department's action should remain.
2. The purpose of an administrative appeal hearing for discipline of a one-to-22-day suspension involving sworn tenured employees is to provide the employee an opportunity to challenge the degree of the penalty, with the understanding that the original penalty can not be increased.

C. Termination of Entry-Level Probationary Employees for Misconduct Involving a Liberty Interest

The purpose of an administrative appeal hearing for the termination of a sworn entry-level probationary employee based on charges of misconduct involving a liberty interest is to provide the employee an opportunity to refute the charge, clear the employee's name, and establish a formal record of the circumstances surrounding the employee's termination. The Department bears no burden of proof in this hearing. Evidence is not required but may be provided by the Department. The Department may present a case at its discretion. Should the Department elect to present a case, notice of this decision must be given to the appellant and/or his or her representative/attorney no later than two business days prior to the date of the hearing. The hearing officer may request specific information from the Department, but may not compel the Department to present a case. Notwithstanding a decision by the Department to present a case, it bears no burden of proof in the administrative appeal hearing.

ARTICLE 9.4 SELECTION OF HEARING OFFICER; RESPONSIBILITIES

The hearing officer shall be a civilian member of the Police Commission's approved list of hearing officers. The selection of the hearing officer shall be completed within five business days of the date the employee requests a hearing. The selection of the hearing officer shall be done in accordance with Section 176 of the Board of Rights Manual dated October 2005.

A hearing officer shall recuse him or herself if they believe they have a conflict of interest with the case or have engaged in any action that would create the appearance of impropriety, bias, or would cast doubt on their impartiality. Such recusal shall be submitted in writing to the commanding officer of the entity responsible for the appeal hearing. The commanding officer of the entity responsible for the appeal hearing shall make a decision regarding the recusal and notify the affected employee and his/her representative within five business days. If necessary, a new hearing officer shall be selected within five business days of the notification.

Disputes regarding the recusal of a hearing officer for any of the above reasons that cannot be resolved by the commanding officer of the entity responsible for the appeal hearing may be submitted to the Director of the Office of Administrative Services for general disputes, or the Chief of Professional Standards Bureau for discipline.

The hearing officer shall convene the hearing in no less than 15 days nor more than 30 days from the date of his or her selection. The hearing officer may continue the proceedings, once commenced, for periods up to 21 days. If the hearing officer, due to illness or prescheduled vacation, is unable to begin the hearing within 30 days, the employee appealing may either select another hearing officer by starting the selection process anew or may waive the 30-day period to allow the hearing officer to return. If the employee opts to waive the 30-day period, the hearing officer, upon return from illness or vacation, shall commence the hearing within 30 days.

The hearing officer may examine witnesses testifying for the Department or employee, if any are presented. However, the hearing officer shall not consider issues or matters that were not originally stated at the time the administrative appeal was filed or matters that are beyond the scope of the administrative appeal hearing purpose. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is irrelevant or the presentation of which will otherwise consume undue time. For disciplinary matters that are not subject to a hearing before a Board of Rights (paper penalty), or when the employee has not previously admitted guilt for penalties, the hearing officer shall read the charge(s) to the employee and elicit a "guilty" or "not guilty" response from the employee to each charge.

ARTICLE 9.5 DISCOVERY; SUBPOENAS; WITNESSES; RECORD OF HEARING

- A. **Discovery.** Discovery shall consist of copies of all reports and materials used to substantiate the final decision as to the matter being appealed. If the Department deems any item of discovery to be confidential, it shall remain confidential for all purposes. Discovery material shall be provided as soon as practicable after selection of a hearing officer, but no later than 14 days prior to the date the hearing commences. Discovery disputes shall be referred to the hearing officer for resolution prior to the hearing date. The decision of the hearing officer shall be final.

For appeal hearings of adjudications of Administrative Disapproval – Extensive Retraining for Categorical Uses of Force discovery shall consist of copies of Department-generated reports or materials used to substantiate the decision as to the matter being appealed. These include:

1. The Intradepartmental Correspondence, Form 15.2, from the Chief of Police to the Board of Police Commissioners.
 2. Use of Force Review Board checklist form.
 3. A Use of Force Review Board Minority Report, if applicable.
 4. An electronic copy of the Force Investigation Division investigation that was used by the Use of Force Review Board, the Chief of Police and the Board of Police Commissioners.
 5. The PowerPoint presentation(s) used to brief the Board of Police Commissioners.
 6. Other materials requested will be considered on a case-by-case basis.
- B. **Subpoenas.** Subpoenas shall be issued pursuant to the authority provided by the Los Angeles City Charter. Subpoenas may be quashed by written motion to the hearing officer, who will decide the issue.
- C. **Witnesses.** The Department and the employee have the right to call and cross-examine witnesses, whose testimony shall be given under oath. A complete list of witnesses to be called shall be delivered to the other party no later than seven days before the hearing, except rebuttal witnesses. Department employees called as witnesses shall be served with a Notice of Hearing, and witnesses other than Department employees shall be served by subpoena. The Department representative shall be responsible for obtaining all subpoenas. Each party is responsible to serve their own subpoenas.

D. Record of Hearings

All testimony shall be given under oath. The Department shall audio record the hearing. The Department will provide the employee a free copy of the recording. The employee may also record the hearing with his or her own audio recording device if desired.

ARTICLE 9.6 FINDINGS AND RECOMMENDATIONS OF HEARING OFFICER

At the conclusion of the hearing, after reviewing all information presented, the hearing officer shall prepare a report recommending that: (1) the charge(s) be sustained or not sustained (paper penalty); (2) the penalty remain the same or be reduced; or (3) the appeal be denied or granted. The hearing officer shall articulate in the report the basis for the findings. The hearing officer shall also complete the decision portion of a Decision of the Hearing Officer Administrative Appeal Hearing and Order of the Chief of Police, Form 1.73.1, and forward this with the hearing officer's report to the Chief of Police within 30 days of the conclusion of the hearing.

ARTICLE 9.7 FINAL DETERMINATION

The Chief of Police shall make a final decision in the matter within 30 days of receiving the Form 1.73.1 and the hearing officer's report, and shall complete the Order of the Chief of Police portion of Form 1.73.1. The Chief of Police may adopt or reject, in whole or in part, the proposed findings of the hearing officer, as appropriate under the circumstances. The decision of the Chief of Police shall be final. The Form 1.73.1 and the hearing officer's report shall be returned to the Advocate Section, which shall cause it to be served on the employee and distributed within 10 days.

ARTICLE 9.8 EX PARTE COMMUNICATIONS PROHIBITED

Ex parte communications with the hearing officer by either party regarding the subject matter of the hearing while proceedings are pending is prohibited. No person shall attempt to influence the decision of a hearing officer outside of the hearing or off the record. The hearing is considered to be pending from the time the hearing officer is selected until the Chief of Police issues the complete Form 1.73.1.

SECTION 10.0 REPRESENTATION

ARTICLE 10.1 RIGHT TO REPRESENTATION

This Article shall not be construed to make discipline, transfers, promotions, or probationary employee terminations grievable or arbitrable. It is mutually agreed that the provisions of this Article do not limit what the law requires. The right to representation during the investigation and adjudication of misconduct, categorical use of force investigation, an administrative appeal and grievance presentation is not to be denied to any employee.

Any interview of an employee in connection with an investigation that the employee reasonably believes may result in disciplinary action against the employee, will entitle the employee to a representative of the employee's choice. The employee has the right to choose a representative, subject only to reasonable consideration of the representative's availability and the urgency of the investigation. The representative may be a Department employee from the rank of lieutenant or below, legal counsel (at the employee's expense), a League Director, or a combination of no more than two of the above. A Director of the League shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any non-criminal information received from any employee under investigation or obtained as a representative of that employee in relation to employment matters. This does not apply if the Director is a percipient witness to criminal acts under investigation.

All references to "on-duty representation" in Section 10.0 of this MOU shall refer to those representatives who are currently Department employees, excluding Directors of the League and any employee who represents him or herself. There is no provision for the use of on-duty time or overtime for an accused employee or grievant to prepare a defense or grievance initiation or appeal.

In cases where the Department takes a video recording of an interview, a copy of the recording will be provided to the employee at no cost.

ARTICLE 10.2 PERSONNEL COMPLAINT INTERVIEW REPRESENTATIVE

Employees have the right to representation during an interview pursuant to a personnel complaint investigation or a "special" investigation. The duties of a representative in these interviews are:

- A. To conduct pre-interview consultation with the employee to ascertain if the employee understands the allegations against the employee; and
- B. To be present with the employee during the interview for purposes of:
 - 1. Consultation,
 - 2. Advice,
 - 3. Clarification,
 - 4. Ensuring procedures are followed, and
 - 5. Ensuring the employee's rights are not violated.

Representation shall be on an on-duty basis. When on-duty representation is impractical, the Department may use an adjusted work schedule. Such representation shall not be done on an overtime basis unless no other alternative is available and such overtime is approved by a supervisor.

The provisions of this Article shall apply to an employee who is being interviewed as a witness pursuant to a personnel complaint investigation or "special" investigation if the

employee has a reasonable belief that the employee may be disciplined as a result of the investigation.

On-duty personnel selected as a representative shall obtain the approval of a supervisor before leaving their assigned duties. Permission shall not be denied unless deployment would be seriously affected or vitally important duties neglected. If this causes a delay for the employee in retaining the representative of the employee's choice, the interview will be rescheduled.

ARTICLE 10.3 SKELLY/EMPLOYEE INVESTIGATION REVIEW REPRESENTATIVE

The Skelly or Employee Investigation Review process is the last opportunity for an employee to discuss the investigation and/or rebut charges or present additional evidence on the employee's own behalf, if the employee so chooses, prior to the commanding officer submitting recommendations for disposition of a personnel complaint. The duties of a representative in the Skelly or Employee Investigation Review hearing are:

- A. To explain the process to the involved employee;
- B. To represent the employee during interviews with the commanding officer;
- C. To assist in formulating any rebuttal or requests for reinvestigation of the complaint;
- D. To counsel the employee regarding alternatives in the disciplinary process.

Skelly Response. The employee shall be given a reasonable period of time to consider and prepare a Skelly response. When the regular duties of a Skelly representative prevent him from assisting an accused officer in preparing his response, a continuance, if requested, shall be granted for a reasonable period of time, provided such period of time shall not jeopardize the statute of limitations.

Employee Investigation Review Response. The employee shall have 30 calendar days following service of the Employee Investigation Review, Form 1.88.1, within which to submit a response if the employee so chooses. An Employee Investigation Review representative may assist an employee in preparing a response.

A Skelly or Employee Investigation Review representative shall be on-duty or use an adjusted work schedule. Such representation shall not be done on an overtime basis, unless no other alternative is available.

Note: Should a Skelly or Employee Investigation Review representative undertake an investigation, it is not with the Department's sanction and shall not be on City time nor with City equipment.

The term "Skelly" in this Article and elsewhere in this MOU is used solely to identify the procedure used by the Department in the administration of disciplinary actions. The use of that term does not imply a concession by the League that the Department's predisciplinary procedures meet the standards of constitutional due process.

ARTICLE 10.4 ADMINISTRATIVE APPEAL REPRESENTATIVE

When an employee requests an administrative appeal hearing pursuant to Section 9.0, the employee has a right to an administrative appeal representative.

- A. An employee may not serve as an administrative appeal representative until selected by the accused employee following service of a notice as specified in Section 9.0.
- B. The administrative appeal representative shall be on an on-duty basis while investigating the case and representing the employee. Overtime may only be worked with prior approval of the Officer-in-Charge of the representative. Such overtime approval shall not be unreasonably withheld.

ARTICLE 10.5 GRIEVANCE REPRESENTATIVE

Employees have the right to raise and pursue grievances concerning wages, hours and other terms and conditions of employment. It is recognized that the employee has a right to representation in that process. The duties of the representative include:

- A. To identify issues, facts, and appropriate procedures for the employee;
- B. To assist the employee in formulating written responses;
- C. To be present and represent the employee in the grievance process.

The representative is considered on duty only when representing the grievant when the grievance is being discussed with Management.

When on-duty representation is impracticable, the representative shall use an adjusted work schedule. Such representation shall not be done on an overtime basis unless no other alternative is available.

ARTICLE 10.6 CONDUCT OF ALL REPRESENTATIVES; DEPARTMENT SUPPORT


- A. A representative shall use every legal means available and exercise the best efforts to represent the employee.
- B. Employees who are representatives may use Department facilities and resources


to the extent reasonably necessary in assisting in the Skelly or appeal of the employee. This shall include reasonable logistical support for the Skelly or administrative appeal investigation. The Department is under no obligation to provide logistical support for an employee who represents him or her self as all preparation must be done on an off-duty basis.

- C. Representatives in conducting investigations and interviews shall identify themselves as such representatives.
- D. All Department employees have an obligation to cooperate with other Department employees or any other civilian representatives designated by the League who are representatives for the employee or the Department and to answer their questions responsively.

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

**Los Angeles Police Protective
League Representatives**


Corina Lee, Director, Lead Negotiator



Craig Lally, President

Jerretta Sandoz, Vice President


Peter Repovich, Director

Jesse Drenckhahn, Delegate

Joseph Fransen, Delegate


Kent Oderinlo, Delegate

Shannon Paulson, Delegate

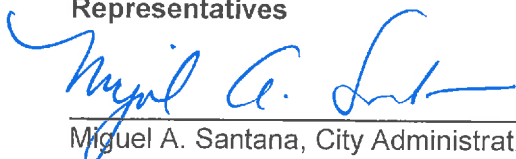

Greg Stearns, Delegate

Jody Stiger, Delegate

Enrique Hernandez, General Counsel

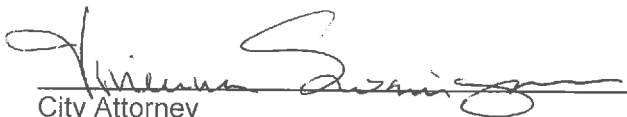

Elizabeth Silver Tourgeman, Assistant General Counsel

**City of Los Angeles Management
Representatives**


Miguel A. Santana, City Administrative Officer

Charlie Beck, Chief of Police

Approved as to form:


City Attorney

4/16/15
Date

POLICE OFFICERS, LIEUTENANT & BELOW
MOU 24
APPENDIX A-1
OPERATIVE JULY 1, 2014

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	A - 1
2217	Police Specialist	A - 2
2214-2	Police Officer II	A - 2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

See Appendix A-2 for Regular Pay salary tables

Biweekly/Annual Longevity Compensation for Police Officers:

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Annual</u>
10 years, but less than 15 years	\$92.80	\$2,422.08
15 years, but less than 20 years	\$186.40	\$4,865.04
20 years or more	\$279.20	\$7,287.12

**MOU 24 - APPENDIX A-2
OPERATIVE JULY 1, 2014**

			1	2	3	4	5	6	7
CLASS	PO I & II	HR	23.91	24.88	25.85	27.27	29.89	31.09	32.30
SCHEDULE	A	BW	1,912.80	1,990.40	2,068.00	2,181.60	2,391.20	2,487.20	2,584.00
		MO	4,160.34	4,329.12	4,497.90	4,744.98	5,200.86	5,409.66	5,620.20
		YR	49,924.08	51,949.44	53,974.80	56,939.76	62,410.32	64,915.92	67,442.40
	PO I	HR	29.89	31.09	32.30	34.12	36.00	38.28	40.13
	1	BW	2,391.20	2,487.20	2,584.00	2,729.60	2,880.00	3,062.40	3,210.40
		MO	5,200.86	5,409.66	5,620.20	5,936.88	6,264.00	6,660.72	6,982.62
		YR	62,410.32	64,915.92	67,442.40	71,242.56	75,168.00	79,928.64	83,791.44
	PO II	HR	31.09	32.30	34.12	36.00	38.28	40.13	42.35
	2	BW	2,487.20	2,584.00	2,729.60	2,880.00	3,062.40	3,210.40	3,388.00
		MO	5,409.66	5,620.20	5,936.88	6,264.00	6,660.72	6,982.62	7,368.90
		YR	64,915.92	67,442.40	71,242.56	75,168.00	79,928.64	83,791.44	88,426.80
	PO III	HR		34.12	36.00	38.28	40.13	42.35	44.77
	3	BW		2,729.60	2,880.00	3,062.40	3,210.40	3,388.00	3,581.60
		MO		5,936.88	6,264.00	6,660.72	6,982.62	7,368.90	7,789.98
		YR		71,242.56	75,168.00	79,928.64	83,791.44	88,426.80	93,479.76
	4	HR				40.13	42.35	44.77	47.23
		BW				3,210.40	3,388.00	3,581.60	3,778.40
		MO				6,982.62	7,368.90	7,789.98	8,218.02
		YR				83,791.44	88,426.80	93,479.76	98,616.24
	DET I	HR				42.35	44.77	47.23	49.85
	5	BW				3,388.00	3,581.60	3,778.40	3,988.00
		MO				7,368.90	7,789.98	8,218.02	8,673.90
		YR				88,426.80	93,479.76	98,616.24	104,086.80
	DET II	HR					47.23	49.85	52.64
	SGT I	BW					3,778.40	3,988.00	4,211.20
	6	MO					8,218.02	8,673.90	9,159.36
		YR					98,616.24	104,086.80	109,912.32
	SGT II	HR					49.85	52.64	55.58
	7	BW					3,988.00	4,211.20	4,446.40
		MO					8,673.90	9,159.36	9,670.92
		YR					104,086.80	109,912.32	116,051.04
	DET III	HR					52.64	55.58	58.67
	8	BW					4,211.20	4,446.40	4,693.60
		MO					9,159.36	9,670.92	10,208.58
		YR					109,912.32	116,051.04	122,502.96
	LT I	HR					55.58	58.67	61.93
	9	BW					4,446.40	4,693.60	4,954.40
		MO					9,670.92	10,208.58	10,775.82
		YR					116,051.04	122,502.96	129,309.84
	LT II	HR					58.67	61.93	65.36
	10	BW					4,693.60	4,954.40	5,228.80
		MO					10,208.58	10,775.82	11,372.64
		YR					122,502.96	129,309.84	136,471.68
	11	HR					61.93	65.36	68.96
		BW					4,954.40	5,228.80	5,516.80
		MO					10,775.82	11,372.64	11,999.04
		YR					129,309.84	136,471.68	143,988.48
	12	HR					65.36	68.96	72.82
		BW					5,228.80	5,516.80	5,825.60
		MO					11,372.64	11,999.04	12,670.68
		YR					136,471.68	143,988.48	152,048.16

POLICE OFFICERS, LIEUTENANT & BELOW
MOU 24
APPENDIX B-1
OPERATIVE JANUARY 1, 2015

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	1
2217	Police Specialist	1 - 2
2214-2	Police Officer II	2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

See Appendix B-2 for Regular Pay salary tables

Biweekly/Annual Longevity Compensation for Police Officers:

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Annual</u>
10 years, but less than 15 years	\$92.80	\$2,422.08
15 years, but less than 20 years	\$186.40	\$4,865.04
20 years or more	\$279.20	\$7,287.12

MOU 24 - APPENDIX B-2
OPERATIVE JANUARY 1, 2015

			1	2	3	4	5	6	7
CLASS	PO I	HR	27.50	29.00					
SCHEDULE	1	BW	2,200.00	2,320.00					
		MO	4,785.00	5,046.00					
		YR	57,420.00	60,552.00					
	PO II	HR	31.09	32.30	34.12	36.00	38.28	40.13	42.35
	2	BW	2,487.20	2,584.00	2,729.60	2,880.00	3,062.40	3,210.40	3,388.00
		MO	5,409.66	5,620.20	5,936.88	6,264.00	6,660.72	6,982.62	7,368.90
		YR	64,915.92	67,442.40	71,242.56	75,168.00	79,928.64	83,791.44	88,426.80
	PO III	HR		34.12	36.00	38.28	40.13	42.35	44.77
	3	BW		2,729.60	2,880.00	3,062.40	3,210.40	3,388.00	3,581.60
		MO		5,936.88	6,264.00	6,660.72	6,982.62	7,368.90	7,789.98
		YR		71,242.56	75,168.00	79,928.64	83,791.44	88,426.80	93,479.76
	4	HR				40.13	42.35	44.77	47.23
		BW				3,210.40	3,388.00	3,581.60	3,778.40
		MO				6,982.62	7,368.90	7,789.98	8,218.02
		YR				83,791.44	88,426.80	93,479.76	98,616.24
	DET I	HR				42.35	44.77	47.23	49.85
	5	BW				3,388.00	3,581.60	3,778.40	3,988.00
		MO				7,368.90	7,789.98	8,218.02	8,673.90
		YR				88,426.80	93,479.76	98,616.24	104,086.80
	DET II	HR					47.23	49.85	52.64
	SGT I	BW					3,778.40	3,988.00	4,211.20
	6	MO					8,218.02	8,673.90	9,159.36
		YR					98,616.24	104,086.80	109,912.32
	SGT II	HR					49.85	52.64	55.58
	7	BW					3,988.00	4,211.20	4,446.40
		MO					8,673.90	9,159.36	9,670.92
		YR					104,086.80	109,912.32	116,051.04
	DET III	HR					52.64	55.58	58.67
	8	BW					4,211.20	4,446.40	4,693.60
		MO					9,159.36	9,670.92	10,208.58
		YR					109,912.32	116,051.04	122,502.96
	LT I	HR					55.58	58.67	61.93
	9	BW					4,446.40	4,693.60	4,954.40
		MO					9,670.92	10,208.58	10,775.82
		YR					116,051.04	122,502.96	129,309.84
	LT II	HR					58.67	61.93	65.36
	10	BW					4,693.60	4,954.40	5,228.80
		MO					10,208.58	10,775.82	11,372.64
		YR					122,502.96	129,309.84	136,471.68
	11	HR					61.93	65.36	68.96
		BW					4,954.40	5,228.80	5,516.80
		MO					10,775.82	11,372.64	11,999.04
		YR					129,309.84	136,471.68	143,988.48
	12	HR					65.36	68.96	72.82
		BW					5,228.80	5,516.80	5,825.60
		MO					11,372.64	11,999.04	12,670.68
		YR					136,471.68	143,988.48	152,048.16

POLICE OFFICERS, LIEUTENANT & BELOW
MOU 24
APPENDIX C-1
OPERATIVE JULY 3, 2016

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	1
2217	Police Specialist	1 - 2
2214-2	Police Officer II	2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

See Appendix C-2 for Regular Pay salary tables

Biweekly/Annual Longevity Compensation for Police Officers:

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Annual</u>
10 years, but less than 15 years	\$96.80	\$2,526.48
15 years, but less than 20 years	\$193.60	\$5,052.96
20 years or more	\$290.40	\$7,579.44

**MOU 24 - APPENDIX C-2
OPERATIVE JULY 3, 2016**

			1	2	3	4	5	6	7
CLASS	PO I	HR	28.60	30.16					
SCHEDULE	1	BW	2,288.00	2,412.80					
		MO	4,976.40	5,247.84					
		YR	59,716.80	62,974.08					
	PO II	HR	32.33	33.59	35.48	37.44	39.81	41.74	44.04
	2	BW	2,586.40	2,687.20	2,838.40	2,995.20	3,184.80	3,339.20	3,523.20
		MO	5,625.42	5,844.66	6,173.52	6,514.56	6,926.94	7,262.76	7,662.96
		YR	67,505.04	70,135.92	74,082.24	78,174.72	83,123.28	87,153.12	91,955.52
	PO III	HR		35.48	37.44	39.81	41.74	44.04	46.56
	3	BW		2,838.40	2,995.20	3,184.80	3,339.20	3,523.20	3,724.80
		MO		6,173.52	6,514.56	6,926.94	7,262.76	7,662.96	8,101.44
		YR		74,082.24	78,174.72	83,123.28	87,153.12	91,955.52	97,217.28
	4	HR				41.74	44.04	46.56	49.12
		BW				3,339.20	3,523.20	3,724.80	3,929.60
		MO				7,262.76	7,662.96	8,101.44	8,546.88
		YR				87,153.12	91,955.52	97,217.28	102,562.56
	DET I	HR				44.04	46.56	49.12	51.84
	5	BW				3,523.20	3,724.80	3,929.60	4,147.20
		MO				7,662.96	8,101.44	8,546.88	9,020.16
		YR				91,955.52	97,217.28	102,562.56	108,241.92
	DET II	HR					49.12	51.84	54.75
	SGT I	BW					3,929.60	4,147.20	4,380.00
	6	MO					8,546.88	9,020.16	9,526.50
		YR					102,562.56	108,241.92	114,318.00
	SGT II	HR					51.84	54.75	57.80
	7	BW					4,147.20	4,380.00	4,624.00
		MO					9,020.16	9,526.50	10,057.20
		YR					108,241.92	114,318.00	120,686.40
	DET III	HR					54.75	57.80	61.02
	8	BW					4,380.00	4,624.00	4,881.60
		MO					9,526.50	10,057.20	10,617.48
		YR					114,318.00	120,686.40	127,409.76
	LT I	HR					57.80	61.02	64.41
	9	BW					4,624.00	4,881.60	5,152.80
		MO					10,057.20	10,617.48	11,207.34
		YR					120,686.40	127,409.76	134,488.08
	LT II	HR					61.02	64.41	67.97
	10	BW					4,881.60	5,152.80	5,437.60
		MO					10,617.48	11,207.34	11,826.78
		YR					127,409.76	134,488.08	141,921.36
	11	HR					64.41	67.97	71.72
		BW					5,152.80	5,437.60	5,737.60
		MO					11,207.34	11,826.78	12,479.28
		YR					134,488.08	141,921.36	149,751.36
	12	HR					67.97	71.72	75.73
		BW					5,437.60	5,737.60	6,058.40
		MO					11,826.78	12,479.28	13,177.02
		YR					141,921.36	149,751.36	158,124.24

POLICE OFFICERS, LIEUTENANT & BELOW
MOU 24
APPENDIX D-1
OPERATIVE JULY 9, 2017

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	1
2217	Police Specialist	1 - 2
2214-2	Police Officer II	2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

See Appendix D-2 for Regular Pay salary tables

Biweekly/Annual Longevity Compensation for Police Officers:

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Annual</u>
10 years, but less than 15 years	\$99.20	\$2,589.12
15 years, but less than 20 years	\$197.60	\$5,157.36
20 years or more	\$296.80	\$7,746.48

**MOU 24 - APPENDIX D-2
OPERATIVE JULY 9, 2017**

			1	2	3	4	5	6	7
CLASS	PO I	HR	29.17	30.76					
SCHEDULE	1	BW	2,333.60	2,460.80					
		MO	5,075.58	5,352.24					
		YR	60,906.96	64,226.88					
	PO II	HR	32.98	34.26	36.19	38.19	40.61	42.57	44.92
	2	BW	2,638.40	2,740.80	2,895.20	3,055.20	3,248.80	3,405.60	3,593.60
		MO	5,738.52	5,961.24	6,297.06	6,645.06	7,066.14	7,407.18	7,816.08
		YR	68,862.24	71,534.88	75,564.72	79,740.72	84,793.68	88,886.16	93,792.96
	PO III	HR		36.19	38.19	40.61	42.57	44.92	47.49
	3	BW		2,895.20	3,055.20	3,248.80	3,405.60	3,593.60	3,799.20
		MO		6,297.06	6,645.06	7,066.14	7,407.18	7,816.08	8,263.26
		YR		75,564.72	79,740.72	84,793.68	88,886.16	93,792.96	99,159.12
	4	HR				42.57	44.92	47.49	50.10
		BW				3,405.60	3,593.60	3,799.20	4,008.00
		MO				7,407.18	7,816.08	8,263.26	8,717.40
		YR				88,886.16	93,792.96	99,159.12	104,608.80
	DET I	HR				44.92	47.49	50.10	52.88
	5	BW				3,593.60	3,799.20	4,008.00	4,230.40
		MO				7,816.08	8,263.26	8,717.40	9,201.12
		YR				93,792.96	99,159.12	104,608.80	110,413.44
	DET II	HR					50.10	52.88	55.85
	SGT I	BW					4,008.00	4,230.40	4,468.00
	6	MO					8,717.40	9,201.12	9,717.90
		YR					104,608.80	110,413.44	116,614.80
	SGT II	HR					52.88	55.85	58.96
	7	BW					4,230.40	4,468.00	4,716.80
		MO					9,201.12	9,717.90	10,259.04
		YR					110,413.44	116,614.80	123,108.48
	DET III	HR					55.85	58.96	62.24
	8	BW					4,468.00	4,716.80	4,979.20
		MO					9,717.90	10,259.04	10,829.76
		YR					116,614.80	123,108.48	129,957.12
	LT I	HR					58.96	62.24	65.70
	9	BW					4,716.80	4,979.20	5,256.00
		MO					10,259.04	10,829.76	11,431.80
		YR					123,108.48	129,957.12	137,181.60
	LT II	HR					62.24	65.70	69.33
	10	BW					4,979.20	5,256.00	5,546.40
		MO					10,829.76	11,431.80	12,063.42
		YR					129,957.12	137,181.60	144,761.04
	11	HR					65.70	69.33	73.15
		BW					5,256.00	5,546.40	5,852.00
		MO					11,431.80	12,063.42	12,728.10
		YR					137,181.60	144,761.04	152,737.20
	12	HR					69.33	73.15	77.24
		BW					5,546.40	5,852.00	6,179.20
		MO					12,063.42	12,728.10	13,439.76
		YR					144,761.04	152,737.20	161,277.12

POLICE OFFICERS, LIEUTENANT & BELOW
MOU 24
APPENDIX E-1
OPERATIVE JANUARY 7, 2018

<u>Code</u>	<u>Class and Pay Grade</u>	<u>Schedule</u>
2214-1	Police Officer I	1
2217	Police Specialist	1 - 2
2214-2	Police Officer II	2
2214-3	Police Officer III	3
2223-1	Police Detective I	5
2223-2	Police Detective II	6
2223-3	Police Detective III	8
2227-1	Police Sergeant I	6
2227-2	Police Sergeant II	7
2232-1	Police Lieutenant I	9
2232-2	Police Lieutenant II	10

See Appendix E-2 for Regular Pay salary tables

Biweekly/Annual Longevity Compensation for Police Officers:

<u>Years of Service Completed</u>	<u>Biweekly</u>	<u>Annual</u>
10 years, but less than 15 years	\$100.80	\$2,630.88
15 years, but less than 20 years	\$201.60	\$5,261.76
20 years or more	\$302.40	\$7,892.64

**MOU 24 - APPENDIX E-2
OPERATIVE JANUARY 7, 2018**

			1	2	3	4	5	6	7
CLASS	PO I	HR	29.75	31.38					
SCHEDULE	1	BW	2,380.00	2,510.40					
		MO	5,176.50	5,460.12					
		YR	62,118.00	65,521.44					
	PO II	HR	33.64	34.95	36.91	38.95	41.42	43.42	45.82
	2	BW	2,691.20	2,796.00	2,952.80	3,116.00	3,313.60	3,473.60	3,665.60
		MO	5,853.36	6,081.30	6,422.34	6,777.30	7,207.08	7,555.08	7,972.68
		YR	70,240.32	72,975.60	77,068.08	81,327.60	86,484.96	90,660.96	95,672.16
	PO III	HR		36.91	38.95	41.42	43.42	45.82	48.44
	3	BW		2,952.80	3,116.00	3,313.60	3,473.60	3,665.60	3,875.20
		MO		6,422.34	6,777.30	7,207.08	7,555.08	7,972.68	8,428.56
		YR		77,068.08	81,327.60	86,484.96	90,660.96	95,672.16	101,142.72
	4	HR				43.42	45.82	48.44	51.10
		BW				3,473.60	3,665.60	3,875.20	4,088.00
		MO				7,555.08	7,972.68	8,428.56	8,891.40
		YR				90,660.96	95,672.16	101,142.72	106,696.80
	DET I	HR				45.82	48.44	51.10	53.94
	5	BW				3,665.60	3,875.20	4,088.00	4,315.20
		MO				7,972.68	8,428.56	8,891.40	9,385.56
		YR				95,672.16	101,142.72	106,696.80	112,626.72
	DET II	HR					51.10	53.94	56.97
	SGT I	BW					4,088.00	4,315.20	4,557.60
	6	MO					8,891.40	9,385.56	9,912.78
		YR					106,696.80	112,626.72	118,953.36
	SGT II	HR					53.94	56.97	60.14
	7	BW					4,315.20	4,557.60	4,811.20
		MO					9,385.56	9,912.78	10,464.36
		YR					112,626.72	118,953.36	125,572.32
	DET III	HR					56.97	60.14	63.48
	8	BW					4,557.60	4,811.20	5,078.40
		MO					9,912.78	10,464.36	11,045.52
		YR					118,953.36	125,572.32	132,546.24
	LT I	HR					60.14	63.48	67.01
	9	BW					4,811.20	5,078.40	5,360.80
		MO					10,464.36	11,045.52	11,659.74
		YR					125,572.32	132,546.24	139,916.88
	LT II	HR					63.48	67.01	70.72
	10	BW					5,078.40	5,360.80	5,657.60
		MO					11,045.52	11,659.74	12,305.28
		YR					132,546.24	139,916.88	147,663.36
	11	HR					67.01	70.72	74.61
		BW					5,360.80	5,657.60	5,968.80
		MO					11,659.74	12,305.28	12,982.14
		YR					139,916.88	147,663.36	155,785.68
	12	HR					70.72	74.61	78.78
		BW					5,657.60	5,968.80	6,302.40
		MO					12,305.28	12,982.14	13,707.72
		YR					147,663.36	155,785.68	164,492.64

APPENDIX F

Salary Administration

(a) Salary upon Initial Appointment and Salary Progression.

Effective January 1, 2015, initial appointment as a Police Officer shall be at the first step of the first Salary Schedule herein provided.

- (1) Every Police Officer, upon graduation from the Police Academy and assignment to the field as a probationary Police Officer I, shall be advanced in pay to the second step of the first Salary Schedule herein provided.
- (2) Any Police Officer, upon completion of probation as a Police Officer I and advancement to the rank and pay grade of Police Officer II (Class Code 2214-2), shall be advanced in pay to the first step of Salary Schedule 2, except as provided for in paragraph (3) below. Thereafter, advancements in salary shall be made automatically, step by step, after each year of aggregate active service in the class and pay grade in which the employee is employed to the maximum step rate within the Salary Schedule prescribed for his/her class and pay grade, subject to the provisions in Subsections (e) and (f) of this section.
- (3) Any Police Officer, who at the time of initial appointment possessed a college degree (Associate of the Arts or higher) from an accredited college or university OR had at least two years of military or prior law enforcement experience, upon completion of probation as a Police Officer I and advancement to the rank and pay grade of Police Officer II (Class Code 2214-2), shall be advanced in pay to the second step of Salary Schedule 2. The degree must be from a college or university that was accredited at the time of the employee's initial appointment (as determined by the Personnel Department see <http://per.lacity.org/Accredited%20Institutions%2008-21-08.pdf>) To be acceptable, military or prior law enforcement service must be approved by the General Manager of the Personnel Department. Thereafter, advancements in salary shall be made automatically, step by step, after each year of aggregate service in the class and pay grade in which the employee is employed to the maximum step rate within the Salary Schedule prescribed for his/her class and pay grade, subject to the provisions in Subsections (e) and (f) of this section.
- (4) The salary upon initial appointment and salary progression for the class of Police Specialist, Code 2217, shall be the same as Police Officer I, Code 2214-1, and Police Officer II, Code 2214-2, set forth above. In exceptional cases, upon request from the Chief of Police, the City Administrative Officer may approve advance step hiring up to the top step of Police Officer II based on the qualifications of the individual.

Employees in the class of Police Specialist shall receive the Uniform Field Officer Incentive, if qualified, and all benefits afforded to the parallel classes shown above as contained in the MOU.

(b) Salary Advancement upon Promotion or Assignment to Higher Pay Grade.

Any employee promoted to a higher class or assigned to a higher pay grade within the class to which he/she was appointed shall be advanced to the lowest rate of the salary schedule for the higher class or pay grade, or the rate of compensation next higher to that received by him/her prior to such promotion, whichever is the greater. If the employee is entitled to a salary step advancement on the same day as such promotion or assignment, the step advancement shall be considered to have occurred prior to such promotion or assignment. Provided, however, that if such person prior to promotion or assignment is receiving special or hazard pay as provided in Appendix G of this MOU, his/her salary rate prior to promotion or assignment shall be deemed to be the rate which he/she would be receiving in the absence of such salary premium.

(c) Salary Rate upon Assignment to a Lower Job Class.

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

(d) Salary Rate upon Lateral Transfer.

Whenever any employee is appointed to or displaces in a position in a different class and pay grade having the same salary schedule, he/she shall be entitled to receive in the position to which he/she is appointed or in which he/she displaces, the same rate of compensation that he/she was receiving prior to such appointment or displacement less special hazard and longevity pay, unless he/she is entitled to receive such pay by applicable provision of this article in his/her new position.

Any member in the class of Police Specialist who successfully completes 18 months of service in that class, shall then be moved into the class of Police Officer under Charter Section 1014. Upon appointment to the class of Police Officer, such member shall be placed on the same salary step as occupied in the previous class.

(e) Merit Pay Step in Schedules 1 through 12.

Receipt of salary at the maximum step in Schedules 1 through 12 is a privilege to be earned and retained on the basis of merit, and not a right. No employee in a position compensated at Schedules 1 through 12 may receive salary at the seventh step (including advancement pursuant to Section 4.159 (a) (4)) until the Chief of Police or his/her designee certifies to the Controller that the employee has completed the required period of service in his class and further certifies either: (1) that he finds the employee's standard of service to be satisfactory; or (2) that three departmental deputy chiefs, sitting as a board of review, find his

standard of service to be satisfactory. Any such designation shall be made in writing to the Controller.

Note: An employee who is absent during all or a portion of the one year of service during which the requisite standard of service must be maintained to qualify for merit pay shall not be certified as being eligible for such pay until and unless his or her performance has been observed for the full qualifying period and such service has met the required standard.

An employee being compensated at the seventh step shall receive an initial salary increase on promotion or assignment to a higher pay grade without the necessity for further certification. If at any time the standard of service of an employee who is receiving salary at the seventh step is unsatisfactory as confirmed by three departmental deputy chiefs, sitting as a board of review, the Chief of Police may so certify to the Controller, and in that event the salary of such employee shall revert from the seventh step to the sixth step and he shall not again be advanced to the seventh step unless and until the Chief of Police or his/her designee certifies that, in his opinion, or in the opinion of three deputy chiefs, sitting as a board of review, such employee has achieved a satisfactory standard of service. Whenever the Chief of Police finds that an employee's standard of service is unsatisfactory and for that reason the employee is denied advancement to the seventh step, or is faced with reversion to the sixth step, such finding must be confirmed by three departmental deputy chiefs, sitting as a board of review.

The Chief of Police may, in his discretion and without concurrence of three departmental deputy chiefs, certify that an employee's standard of service is satisfactory, but he may not certify that an employee's standard of service is unsatisfactory without the concurrence of the three departmental deputy chiefs.

All certifications required by this section shall be made on forms prescribed by the Controller.

The Chief of Police shall establish procedures for rating and reviewing the standards of service required for merit increases. The procedures shall be approved by the General Manager of the Personnel Department and the City Administrative Officer. The procedures shall provide as follows:

- (1) Rating and reviewing of an employee's performance at least annually.
- (2) Rating and reviewing of an employee's performance at any time the employee's standard of service falls below the minimum standard required for receiving his present merit step.
- (3) Rating by a supervisor at least one rank above the employee being rated.
- (4) Review by the supervisor of the rater except for the rank immediately below the Chief of Police which shall not be subject to review.

- (5) Written documentation indicating the employee is performing the standards of service required for a merit step and has sustained the level of performance for the required period.

All employees may normally be expected to achieve the satisfactory standard of service required for advancement to Step 7.

(f) Effective Dates of Pay Increases or Decreases.

When anniversary dates for step raises, merit, hazard, and special pay, and longevity fall within a payroll period, the pay increase shall be effective at the beginning of the payroll period within which the date falls. When hazard, special pay, merit pay, or assignment pay are decreased within a payroll period, the decrease shall be effective at the beginning of the following payroll period.

APPENDIX G

Longevity, Assignment, Special and Hazard Pay

The Chief of Police may assign employees in the following described classes and pay grades to those duties set forth below. Employees shall receive an additional increment of salary while so assigned in the amount set forth below. Such additional increment of salary shall be special pay or hazard pay over and above the compensation attached to the class and pay grade, and shall be paid only while an employee is so assigned.

A. Length of Service Pay

Any employee of the Unit who is employed as a Police Officer, regardless of pay grade, shall be eligible for longevity pay based upon the aggregate number of years he or she has served as an employee of the Unit. For the purpose of computing such aggregate service, any employee shall be deemed to have been in the service of the Police Department during any period of disability retirement under Charter Sections 1310, 1312, 1412, 1506, or 1606. Such longevity pay shall be made subject to the following conditions:

1. Upon the certification to the Controller by the Chief of Police that an employee of the Unit has completed the prescribed number of aggregate years of service as an employee of the Police Department and that such employee's standard of service is satisfactory, such employee shall receive compensation in addition to the regular salary prescribed for his or her class and pay grade to be computed as follows:
 - (a) Upon completion of ten and until the completion of 15 years of aggregate service, an amount equal to one-half step (2.75%) above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
 - (b) Upon completion of 15 and until completion of 20 years of aggregate service, an amount equal to one step (5.5%) above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
 - (c) Upon completion of 20 years of aggregate service, an amount equal to one and one-half steps (8.25%) above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
2. It is the intent of the Council in enacting this section that longevity pay herein provided for shall be construed and deemed to be a privilege earned by merit and not a right, and at any time any employee's service is unsatisfactory, the Chief of Police shall so certify to the Controller and upon such certification the payment of longevity pay for such employee

shall thereupon cease until such time as the Chief of Police again certifies that such employee has achieved a satisfactory standard of service.

3. No employee employed in any other class other than Police Officer shall be eligible to receive longevity pay.

B. Assignment Pay

Assignment Pay means any additional gross pay which, by reason of assignment to perform special duties or hazardous duties, in a higher class position, grade, code, or other title than the lowest thereof within the employee's permanent rank, shall be provided by ordinance or MOU. Excluded from assignment pay is the Uniform Field Officers Incentive and the Detective Incentive. Police Officer II is not considered an advanced pay grade and does not signify tenure with the Los Angeles Police Department. The following are advanced pay grades pertaining to members of MOU No. 24, Police Officers, Lieutenant and Below Representation Unit:

- | | |
|------------------------|-------------------|
| (1) Police Officer III | (4) Sergeant II |
| (2) Detective II | (5) Lieutenant II |
| (3) Detective III | |

C. Special Pay

Special Pay means any additional gross pay which, by reason of assignment to perform special duties other than hazardous duties, shall be provided by ordinance or MOU.

- (1) A Police Officer III, when assigned to any of the following positions shall be compensated at the corresponding step of Schedule 4:
 - a. Assistant squad leader, crime task force;
 - b. Court complaint officer;
 - c. Lawsuits and claims investigator;
 - d. Senior lead officer;
 - e. Traffic follow-up investigator;
 - f. Labor relations officer;
 - g. Logistics Officer, Emergency Services Division;
 - h. Senior security aide;
 - i. Compton court liaison officer;
 - j. City Council sergeant-at-arms;
- (2) A Police Officer III, when assigned to any of the following positions shall be compensated at the corresponding step of Schedule 5:
 - a. Senior logistics officer, Emergency Services Division.

D. **Hazard Pay**

Hazard Pay means any additional gross pay which, by reason of assignment to perform helicopter duties, two-wheel motorcycle duties or any other hazardous duties, shall be provided by ordinance or MOU.

- (1) A Police Officer II when assigned to the duty of riding a two-wheel motorcycle, shall be compensated at the corresponding step of Schedule 4.
- (2) A Police Sergeant I, when assigned to the duty of riding a two-wheeled motorcycle, shall be compensated at the corresponding step of Schedule 8.
- (3) A Police Sergeant II, when assigned as the Officer-in-Charge, Commercial Complaint Section, and required to ride a two-wheel motorcycle, shall be compensated at the corresponding step of Schedule 9.
- (4) A Lieutenant II, when assigned as the Officer-In-Charge, Special Enforcement Section, Emergency Operations Division, and required to ride a two-wheel motorcycle, shall be compensated at the corresponding step of Schedule 12.
- (5) A Police Officer II, when regularly assigned as a Tactical Flight Officer at Air Support Division, shall be compensated at the corresponding step of Schedule 7.
- (6) A Police Officer III, when assigned as the Chief Tactical Flight Officer at Air Support Division shall be compensated at the corresponding step of Schedule 8.
- (7) A Police Officer II, when assigned as a helicopter pilot, shall be compensated at the corresponding step of Schedule 8.
- (8) A Police Officer III, when assigned as the chief helicopter pilot, shall be compensated at the corresponding step of Schedule 9.
- (9) A Police Sergeant I, when regularly assigned as helicopter supervisor, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 9.
- (10) A Police Sergeant II, when regularly assigned as assistant watch commander, Air Support Division, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 10.
- (11) A Police Lieutenant I, when assigned as watch commander, Air Support Division, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 11.
- (12) A Police Lieutenant II, when assigned as assistant commanding officer, Air Support Division, and required to pilot a helicopter, shall be compensated at the corresponding step of Schedule 12.
- (13) Any employee , when assigned to the Explosives Section, **except** as Officer-in-Charge, shall be compensated at the corresponding step of the third schedule above the schedule for their class and pay grade.
- (14) Any employee, when assigned as Officer-in-Charge of the Explosives Section, shall be compensated at the corresponding step of the second schedule above the schedule for their class and pay grade.

- (15) Any employee, when assigned to the Illicit Lab Squad, Narcotics Division, shall be compensated at the corresponding step of the first schedule above the schedule for their class and pay grade.
- (16) Any employee, when assigned to the Hazardous Materials Unit, Uniformed Services Division, shall be compensated at the corresponding step of the third schedule above the schedule for their class and pay grade.
- (17) A Police Officer III, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 4.
- (18) A Police Officer III+1, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 5.
- (19) A Sergeant II, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 8.
- (20) A Police Officer III, when assigned as a Dog Handler at Narcotics Division, or Metropolitan Division shall be compensated at the corresponding step of Schedule 4.
- (21) A Police Officer III, when assigned as a Canine Training Officer at Narcotics Division or Metropolitan Division shall be compensated at the corresponding step of Schedule 5.
- (22) A Detective II, when assigned as a Dog Handler at Narcotics Division, shall be compensated at the corresponding step of Schedule 7.
- (23) A Sergeant II, when assigned as a Dog Handler at Narcotics Division or Metropolitan Division, shall be compensated at the corresponding step of Schedule 8.
- (24) A Sergeant II, when assigned as a Trainer/Supervisor, Canine Unit, LAX, shall be compensated at the corresponding step of Schedule 8.
- (25) Any employee, when assigned to the Bomb Detection K-9 Section, shall be compensated at the corresponding step of the third schedule above the schedule for their class and pay grade.

Management of the Police Department shall determine whether special pay and hazard pay shall begin at the time of assignment or upon completion of specific training and other requirements related to the positions to which Special or Hazard Pay applies.

Whenever a work program of a department requires the assignment of duties of an employee, the nature of which qualified him to receive adjusted compensation or pay, the City Administrative Officer may, upon review of the request by the appointing authority, and by notification to the Controller, authorize payment of special or hazard pay in accordance with this Section, provided such assignment is on a program for a purpose previously authorized by Mayor and Council, and provided that in no event shall such authorization extend beyond the end of the fiscal year in which such authority is granted.

APPENDIX H

Time Conversion for Work Hours

The following table shall be used to convert specified time periods from days to hours. All other provisions of the applicable Articles of this MOU and Charter §1070 remain the same.

	<u>Days</u>	<u>Hours</u>
Vacation	15	120
	16	128
	22	176
	23	184
	24	192
	25	200
	30	240
	32	256
	44	352
	46	368
	48	384
	50	400
Sick Leave		
100%	12	96
75%	5	40
50%	5	40
Accumulated Sick Leave ¹		
100%	100	800
75%	100	800
50%	100	800
Preventive Med/Dental	12	96 (Includes employee's family)
Family Illness	12	96
Bereavement Leave ²	3	
Leave w/Bereav. Lv	2	
Military Leave	30	174 (Maximum number of hours per fiscal year)
Injured on Duty	261	2088 (Maximum number of hours per fiscal year)
Suspension ³	1	8

¹ This shows the maximum number of hours that may be accumulated for Sick Leave in each category. Time on the job and use of sick leave by the employee for his or her own illness, family illness and preventative medical/dental leave determines when an employee may achieve the maximum balance.

² Bereavement Leave is counted in days and is **not** converted to hours. See Article 7.9 for additional provisions.

³ For the purpose of calculating suspensions, each "working day" is equivalent to eight (8) hours.

APPENDIX I

Court Overtime Revisions and Examples

The following scenarios were developed to assist in the interpretation of Article 6.3.

EXAMPLE #1:

An employee is required to appear in court at 0900 hours and is released at 0930 hours without being placed on call. The employee is entitled to the **two-hour (2.0)** minimum of overtime compensation for the court appearance.

Overtime Reports/Activity Code:

One Overtime Report showing hours worked as 0900-0930 and requesting two hours of overtime compensation. Activity Code 14/87 plus the proper Status Code.

EXAMPLE #2:

An employee is required to appear in court at 0830 hours, is released at 1000 hours and is required to remain on call until 1600 hours. The employee is entitled to the **two-hour (2.0)** minimum of overtime compensation for the court appearance, and the **two and one-half hour (2.5)** minimum of overtime compensation for the on-call time.

Overtime Reports/Activity Code:

1. One Overtime Report showing hours worked as 0830-1000 hours and requesting the two-hour minimum of overtime compensation for the court appearance. Activity Code 14/87 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1030-1600 hours (on-call overtime cannot begin until the two-hour minimum for the court appearance ends) and requesting the two- and one-half hour minimum of overtime compensation for on call court. Activity Code 15/88 plus the proper Status Code.

EXAMPLE #3:

An employee is required to appear in court at 1300 hours, is released at 1400 hours and is required to remain on call until 1600 hours. The employee is entitled to the **two-hour (2.0)** minimum of overtime compensation for the court appearance and **one-hour (1.0)** of overtime compensation for on-call court. On call cannot begin until the two-hour minimum for the court appearance ends. On call shall be reported as the actual time on call when it commences less than two and one-half hours before the end of on call for the court day (1600 hours).

Overtime Reports/Activity Code:

1. One Overtime Report showing hours worked as 1300-1400 and requesting the two-hour minimum of overtime compensation for the court appearance. Activity Code 14/87 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1500-1600 hours and requesting one hour of overtime compensation for on-call court. Activity Code 15/88 plus the proper Status Code.

EXAMPLE #4:

An employee is required to appear in court at 0900 hours, is released at 1000 hours and placed on call. The employee is subsequently called to return to court at 1300 hours and court ended at 1600 hours. The employee is entitled to the **two-hour (2.0)** minimum overtime compensation for the court appearance, the overtime compensation for the on call and **three hours (3.0)** of overtime compensation at the rate of hour-for-hour for the second court appearance.

Overtime Reports/Activity Code:

1. One Overtime Report showing hours worked 0900-1000 hours and requesting the minimum of two hours of overtime compensation for the court appearance. Activity Code 14/87 plus the proper Status Code.
2. A second Overtime Report showing 1100-1300 hours and requesting the two hour minimum of overtime compensation for being on call (on call cannot begin until after the two-hour minimum for the court appearance). Activity Code 15/88 plus the proper Status Code.
3. A third Overtime Report showing hours worked as 1300-1600 hours and requesting three hours for the second court appearance (hour-for-hour for being in court). Activity Code 16/89 plus the proper Status Code.

EXAMPLE #5:

An employee is required to appear in court at 0900 hours, is released at 1400 hours and placed on call until 1600 hours. The employee is entitled to **five hours (5.0)** of overtime compensation for being in court and **two hours (2.0)** of overtime compensation for being on call.

Overtime Report/Activity Code:

1. One Overtime Report showing hours worked as 0900-1400 hours and requesting five hours for the court appearance. Activity Code 14/87 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1400-1600 hours and requesting two hours for being on call. (This shall be reported as the actual time on call when it commences less than two and one-half hours before the end of the court day.) Activity Code 15/88 plus the proper Status Code.

EXAMPLE #6:

An employee has two separate subpoenas for be-there court. The employee is required to appear in court at 0900 hours, is released at 0930 hours by one court and placed on call until 1600 hours. The employee remains at the second court and is released at 1400 hours and placed on call until 1600 hours. The employee is entitled to **five hours (5.0)** of overtime compensation for appearing in court (the longer of the two court appearances) and **two hours (2.0)** of overtime compensation for the actual time of being on call.

Overtime Report/Activity Code:

1. One Overtime Report showing hours worked 0900-1400 hours and five hours of overtime compensation for appearing in court. Activity Code 14/87 plus the proper Status Code.
2. A second Overtime Report showing the hours worked 1400-1600 hours for on call. (This shall be reported as the actual time on call when it commences less than two and one-half hours before the end of on-call for the court day.) Activity Code 15/88 plus the proper Status Code.

EXAMPLE #7:

An employee receives an on-call subpoena for court for 0830 hours. The employee is subsequently notified to appear in court at 1030 hours. The employee appears in court at 1030 hours and is released at 1400 hours. The employee is entitled to the **two hours (2.0)** compensation for being on call and for **three and one-half hours (3.5)** overtime compensation for appearing in court.

Overtime Reports/Activity Code:

1. One Overtime Report showing hours worked as 0830-1030 hours and requesting the two-hour overtime compensation for being on call. Activity Code 15/88 plus the proper Status Code.
2. A second Overtime Report showing hours worked as 1030-1400 hours and requesting three and one-half (3.5) of overtime compensation (hour-for-hour). Activity Code 16/89 plus the proper Status Code.

EXAMPLE #8:

An employee assigned to detectives receives an on-call subpoena for court at 0830 hours and the employee's work hours are 0600-1530 hours. The employee is entitled to **one-half hour (0.5)** for being on call from the employee's end of watch to the end of on call at 1600 hours. This shall be reported as the actual time on call when it commences less than two and one-half hours before the end of the on call court day (1600 hours).

Overtime Report/Activity Code:

One Overtime Report showing hours worked as 1530-1600 hours and requesting one - half hour of overtime compensation for being on-call. Activity Code 15/88 plus the proper Status Code.

EXAMPLE #9:

An employee's end of watch is 0700 hours. The employee has a be-there subpoena for 0830 hours, is released at 0900 hours, and is not placed on-call. The employee is entitled to **two-hours (2.0)** of overtime compensation for the court appearance. For court appearances commencing two hours or less after the employee's assigned watch, compensation shall be for the actual time between the end of the employee's assigned watch and the termination of the court appearance.

Overtime Report/Activity Code:

One Overtime Report showing hours worked as 0700-0900 and requesting two hours of overtime compensation. Status/Activity Code 6014 or 6087.

APPENDIX J

DISPUTE RESOLUTION

- A. The Dispute Resolution Committee (DRC) will be composed of the Employee Relations Administrator (ERA) or his or her designee, a representative of the City Administrative Officer (CAO), and a representative of the League.
- B. Disputes presented to the DRC are limited to issues that are specifically identified in this agreement or that the parties mutually agree to. This may include issues that do or do not fall within the guidelines of a grievance. The DRC will be available to settle issues of a minor nature which employees elect to pursue via dispute resolution procedures. Grievable issues that may fall within the purview of the DRC are change of shift, hardship issues and the assignment of vacations following transfer or reassignment.

Note: Grievances of a minor nature are those not requiring extensive investigation and/or research. The final determination as to what constitutes a minor nature shall be decided by the DRC. Grievances that **may not** be pursued via the DRC include, but are not limited to, non-selection to an advanced paygrade position, performance evaluations, harassment and class-action matters.

Any decision of the DRC is binding and any issue presented to, and ruled on by, the DRC is not otherwise grievable or arbitrable. When the need arises, the DRC will convene as soon as possible to rule on all disputes that are presented before it. Proceedings before the DRC shall be informal in order to achieve a speedy resolution. A majority of the DRC may discontinue this process and, if the DRC is discontinued, only disputes defined in Article 8 of the MOU may be pursued via the Grievance Procedure.

APPENDIX K

FAMILY AND MEDICAL LEAVE ACT PROVISIONS

It is the intent of the parties that the provisions and administration of this Appendix be in compliance with the Family and Medical Leave Act of 1993; the California Family Rights Act of 1993; the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act; the Uniformed Services Employment and Reemployment Rights Act; the California Military and Veterans Code; and the Fiscal Year 2010 National Defense Authorization Act (further information on this Act is contained in the Employee Relations Bulletins issued February 6, 2009, and January 8, 2010, by the Office of the City Administrative Officer.

A. **Authorization for Leave**

Up to four months 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 7.8), upon the request of the employee, or designation by Management in accordance with applicable federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

Any employee may take leave under the provisions of this Appendix if the employee has a serious health condition that makes the employee unable to perform the functions of the employee's position.

Leave under the provisions of this Appendix shall be limited to four months during a twelve-month period, regardless of the number of incidents. A twelve-month period shall begin on the first day of leave for each individual taking such leave. The succeeding twelve-month period will begin the first day of leave taken under the provisions of this Appendix after completion of the previous twelve-month period.

Exception: Under the provisions of this Appendix, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Sections D.1 and D.6. of this Appendix).

B. **Definitions**

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by

the City employee, which is on file in the Employee Benefits Office, Personnel Department.

3. **Parent** means a biological, foster or adoptive parent, a stepparent, a legal guardian or an individual who stands or stood in loco parentis to an employee when the employee was a child as defined in (d) below. This term does not include parents “in-law.” Persons who are “in loco parentis” include those with day-to-day responsibilities to care for or financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability.”

C. **Eligibility**

1. The provisions of this Appendix shall apply to all employees in this Unit who have been employed by the City for at least twelve months and who have worked for at least 1,250 hours during the twelve months immediately preceding the beginning of the leave.

Exception: In accordance with Pregnancy Disability Leave under the California Fair Employment Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

2. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Appendix at the same time to care for a new child by birth or adoption, foster care of a child, or to care for a sick parent, but the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Each employee must notify the concerned 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 parents 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.

D. **Conditions**

1. **Pregnancy** – A leave for pregnant employees shall start at the beginning of the period of disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

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

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth or adoption. (The administration of such leave shall be in accordance with Section C.2. of this Appendix).

2. **Adoption** - The start of 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 also be granted prior to the placement if an absence from work is required.
3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the day requested by the employee or, if none is requested, on a day designated by Management.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or, if none is requested, on a day designated by Management. Serious health conditions occurring during the course and scope of employment activities shall not apply to this Section.
5. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves any period of:
 - (a) Incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical facility; or

- (b) Incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
- (c) Incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or
- (d) Incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
- (e) Absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
- (f) Incapacity due to pregnancy or for prenatal care.

6. **Continuous/Intermittent Leave** - All leave granted under this Appendix shall normally be for a continuous period of time for each incident. However, an employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for the employee's own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position for which the employee is qualified to accommodate recurring leave periods.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

7. If any employee requires another leave for a separate incident under the provisions of this Appendix during the same twelve-month period, a new request must be submitted.
8. A personal leave beyond the four-month leave provided in this Appendix may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

9. Management has the right to request that an employee submit certification from a health care provider to substantiate that the leave is due to the serious health condition of the employee or the employee's immediate family member. Management shall allow employees at least 15 calendar days to obtain the medical certification.
10. Absences from work due to an on-duty injury (IOD) shall not be designated as Family Medical Leave under this Appendix.

E. Notice Requirements

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

F. Applicable Time Off

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

1. **Childbirth (Mother)**
 - (a) Accrued sick leave (100%, 75%, 50%) or vacation for the entire period of disability that a health care provider certifies is necessary, (including prenatal care or the mother's inability to work prior to the birth) may be taken at the employee's discretion.
 - (b) For the non-disability portion of childbirth leave (before or after delivery – "bonding") accrued vacation time shall be used prior to the use of time under (c), (d), and (e) below.
 - (c) Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick

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

(d) Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

(e) Unpaid leave.

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

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

(b) Accrued vacation time. Such time must be used prior to the use of time under (c) and (d) below.

(c) Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave, followed by the use of all 50% sick leave. The use of sick leave under this subsection is at the employee's discretion.

(d) Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

(e) Unpaid leave.

3. **Personal Medical Leave**

(a) Accrued sick leave (100%, 75%, 50%) may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in (b) below.

(b) Accrued vacation time. Such time must be used prior to the use of time under (c) below.

- (c) Accrued compensatory time off may be used at the employee's discretion after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and govern the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
- (d) Unpaid leave

G. Sick Leave Rate of Pay During Family Leave

Payment for sick leave usage under Section F.1., 2., and 3. shall be at the regular accrued rate of 100%, 75%, or 50%, as appropriate.

H. Monitoring

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

APPENDIX L

CODE 7

Assigned shifts may be extended by order of the Chief of Police for an additional period (Code 7 or free time) not to exceed 45 minutes for entities having an established roll call and training period, or 30 minutes for entities that do not have an established roll call and training period.

If the Chief of Police exercises the option to extend a work shift by up to 45 minutes, overtime shall not include and no compensation shall be granted for the additional period of 45 minutes or less (meal period) unless such period is interrupted or missed because an employee is required to and does respond to a police emergency or the employee does not have an opportunity to take the free time. In order to receive "no Code 7" overtime or a portion thereof, employees must have notified the watch commander of his/her inability to take free time or Code 7 more than one hour prior to the end of shift and received approval for such overtime. Supervisors are obligated to make every effort to afford employees an opportunity to take Code 7.

**LETTER OF AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 24
POLICE OFFICERS, LIEUTENANT AND BELOW 2014-2018**

The parties agree to the following in conjunction with the 2014-18 Memorandum of Understanding (MOU):

- The Department agrees to meet and confer with the League on sick leave policies, including guidelines for the issuance of “sick letters.” The meet-and-confer process shall commence no later than September 30, 2015.
- The City, Department and the League agree to meet with the mediator within thirty days following the effective date of this MOU to discuss the below issues. The parties agree that the mediator will retain jurisdiction until the parties reach mutual agreement.
 - Special Order 47
 - Civilian hearing officers for administrative appeals
 - Discovery
 - Personnel complaint interviews
 - Review of discipline for promotions and paygrade advancements
 - Appeal process for Non-Categorical Use of Force adjudication of Administrative Disapproval where the disposition is less than a Notice to Correct Deficiencies
 - Arbitrator to determine the arbitrability of grievances
 - Requests for additional compensation for employees in specialized assignments (tentative agreements previously reached on such compensation will be honored by the City)
 - Any other issue which is mutually-agreed to by the parties.
- The City and the Department agree to meet and confer with the League regarding issues related to the physical fitness of employees, including the feasibility of a fitness-based incentive. No changes will be made to current policies unless all parties reach mutual agreement.
- The Department agrees to meet and confer regarding involuntary watch reassignments (bumping policy) in an effort to make the policy consistent with FWS.
- The City agrees to meet with the League to discuss the Managed Hiring Committee process and its impact on promotions.
- The City and the League will finalize an agreement to provide for the automatic enrollment of employees in the City’s Deferred Compensation Program.

- The City agrees to commit a minimum of \$70 million in overtime funds in FY 2014/15; a minimum of \$80 million in FY 2015/16; a minimum of \$90 million in FY 2016/17; and a minimum of \$100 million in FY 17/18. Unexpected events which result in reimbursement of overtime costs by an outside agency will not be counted toward the above funding levels. Any limitations on overtime funding shall not be used to justify compromising officer safety.
- The City agrees to commit \$5 million for cashing out accumulated overtime in FY 2015/16. The cash will be distributed equally to all employees who make a request during the month of August, up to a maximum of \$2,000 per employee.
- If the City enters into a Memorandum of Understanding subsequent to the ratification of this agreement which provides a greater total compensation increase to employees of another sworn bargaining unit that is effective between July 1, 2014, and June 30, 2018, the City will provide the equivalent of the additional total compensation increase to MOU 24 employees. In addition, if such agreement with another sworn bargaining unit includes an increase in the health, dental or life insurance subsidy that exceeds the increases provided in this MOU, the City agrees to provide the same health, dental or life insurance subsidy increase to MOU 24 employees on the same effective date.