

Memorandum of Understanding No. 25

**Jointly Submitted to the City Council
Regarding the
Police Officers, Captain and Above Representation Unit**

**This Memorandum of Understanding
made and entered into this**

17th day of December, 2014

By and Between

The City of Los Angeles

and

The Los Angeles Police Command Officers Association

TABLE OF CONTENTS

<u>SECTION/ ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	GENERAL PROVISIONS	
1.1	Recognition	1
1.2	Term	1
1.3	Calendar for Successor Memorandum of Understanding.....	1
1.4	Implementation of Memorandum of Understanding.....	2
1.5	Parties to Memorandum of Understanding	2
1.6	Obligation to Support.....	2
1.7	Provisions of Law and Separability	2
1.8	City Management Rights.....	3
1.9	City - Association Relationship	3
2.0	ASSOCIATION SECURITY/EMPLOYEE RELATIONS	
2.1	Actions by the Employee Relations Board.....	4
2.2	Bulletin Boards.....	4
2.3	Unit Membership List	5
2.4	Use of City Facilities	5
2.5	Management/Association Meetings	5
2.6	Payroll Deductions and Dues	5
3.0	ON THE JOB	
3.1	Personnel Folders.....	6
3.2	Uniform Allowance	7
3.3	A Drug Free Workplace	7
4.0	WORK SCHEDULES	
4.1	Salary Status	8
4.2	Unusual Duty and Holiday Compensation	9
4.3	Overtime	10
5.0	COMPENSATION	
5.1	Salaries.....	10
5.2	POST Certificate and Training Bonus.....	10
5.3	Salary Progression	11
5.4	Salary Advancement Upon Promotion or Assignment to Higher Pay Grade.....	11
5.5	Salary Rate Upon Assignment to a Lower Pay Grade Within a Job Class.....	11
5.6	Retroactive Salary Provisions	12
5.7	Effective Dates of Pay Increases and Decreases.....	12
5.8	Assignment to Higher Level Position	12

TABLE OF CONTENTS

<u>SECTION/ ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
6.0	BENEFITS	
6.1	Vacations and Vacation Pay	12
6.2	Holidays	13
6.3	Sick Leave Accrual	13
6.4	Sick Leave Usage	14
6.5	Accumulated Sick Leave	14
6.6	Family Illness	15
6.7	Bereavement Leave	16
6.8	Family and Medical Leave	17
6.9	Health Insurance	23
6.10	Dental Insurance	26
6.11	Health and Dental Subsidy During Family and Medical Leave	28
6.12	Life Insurance	28
6.13	Injured on Duty Pay	30
6.14	Employee Assistance Program	30
6.15	Death Benefit	31
6.16	Dependent Care Reimbursement Account	31
6.17	Executive Development Fund	31
6.18	Long-term Career/Retention Leave	31
7.0	GRIEVANCES	
7.1	Definition	32
7.2	Matters Not Grievable or Arbitrable	32
7.3	Responsibilities and Rights	33
7.4	Procedure	34
7.5	Emergency Grievance Review Procedure	38
7.6	Grievances Affecting a Class or Group of Employees	38
7.7	Expedited Arbitration Procedure	40
8.0	REPRESENTATION	
8.1	Right to Representation	41
8.2	Complaint Interview Representative	41
8.3	Skelly/Employee Investigation Review Representative	42
8.4	Representative – Board of Rights Hearing	42
8.5	Grievance Representative	42
9.0	ADMINISTRATIVE APPEALS	
9.1	Matters Subject to Administrative Appeal	43

TABLE OF CONTENTS

APPENDICES

Appendix A – Salary Schedules	45
Appendix B – Salary Table: July 1, 2014	46
Appendix C – Salary Table: January 25, 2015	50

SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the Los Angeles Police Command Officers Association was certified on March 30, 1984, by the Employee Relations Board as the majority representative of City employees in the POLICE OFFICERS, CAPTAIN AND ABOVE REPRESENTATION 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) hereby recognizes the Los Angeles Police Command Officers Association (hereinafter referred to as "Association") as the exclusive representative of the employees in said Unit, subject to the right of an employee to self representation. The term "employee(s)" or "member(s)" as used herein, shall refer only to employees in the classifications listed in Appendix A, as well as such classes as may be added hereafter to the Association by the Employee Relations Board.
- C. The Los Angeles Police Protective League is hereinafter referred to as "League."
- D. The Los Angeles Police Relief Association is hereinafter referred to as "Police Relief."

ARTICLE 1.2 TERM

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, Implementation 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 September 30, 2015.

ARTICLE 1.3 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING

- A. In the event the Association or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2015, through June 30, 2015, its request for such successor MOU.
- B. Meet and confer sessions shall begin by mutual agreement of both parties.

ARTICLE 1.4 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING

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

1. The Association has notified the City Administrative Officer in writing that it has approved this MOU in its entirety; and
2. The City Council has approved this MOU in its entirety in the manner required by law.

ARTICLE 1.5 PARTIES TO MEMORANDUM OF UNDERSTANDING

This MOU is entered by the City Administrative Officer, as authorized management representative of the City Council, the authorized management representatives of the Police Department, and authorized representatives of the Association, as the exclusive recognized employee organization for the Unit.

ARTICLE 1.6 OBLIGATION TO SUPPORT

The Association and Management agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees, and the Police Commission for action, neither the Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or the Police Commission, nor meet with the Mayor, members of the City Council or members of the Police Commission 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 Mayor, City Council, Council Committees or Police Commission to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.7 PROVISIONS OF LAW AND SEPARABILITY

This MOU is subject to all current and future applicable Federal, State, and local laws, the City Charter, and any lawful rules and regulations enacted by the Civil Service Commission, or other similar independent commission of the City. If any Article, part, or provision of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local 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.

ARTICLE 1.8 CITY MANAGEMENT RIGHTS

- A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments, offices, and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and personnel by which the City's operations are to be conducted and to take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- B. The Chief of Police has the authority to transfer and assign employees of the Department. Such transfers and assignments are not grievable and are not arbitrable regardless of the reason for the transfer.
- C. Nothing contained in this Article shall be deemed to amend the Articles in Section 7.0.
- D. The City agrees that there will be no mandatory furloughs of Unit members during the term of the MOU.

ARTICLE 1.9 CITY - ASSOCIATION RELATIONSHIP

- A. Continuity of Service to the Public

The City of Los Angeles is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of all citizens. The obligation to maintain these public services is imposed both upon the City and the Association during the term of this 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 Association and to establish and maintain proper standards of wages, hours and other terms or conditions of employment.

C. No Strike-No Lockout

In consideration of the mutual desire of Management and the Association to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike resulting in the withholding of service by the members during the term of this MOU as set forth in Article 1.2. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Association, they shall be deemed to have forfeited their rights under this MOU.

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.

SECTION 2.0 ASSOCIATION 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 Association will meet as soon as possible to consider any revisions or amendments thereto that may be required to ensure that the interests of newly acquired members to this Association are protected.

ARTICLE 2.2 BULLETIN BOARDS

- A. The Police Department shall provide bulletin board space at each work location which may be used by the Association for the following purposes:
1. Notices of Association meetings.
 2. Notices of Association elections and their results.
 3. Notices of Association recreational and social events.
 4. Notices of official Association business.
 5. Any other written material which has received the prior approval of the Department Management representative.

- B. All notices prior to being posted shall be submitted to the designated representative of Management for posting within twenty-four hours of submission.
- C. The Association representative shall place a removal date on all material to be posted.

ARTICLE 2.3 UNIT MEMBERSHIP LIST

Management will provide the Association in writing, within ninety days from the effective date of this MOU and each ninety days thereafter, an alphabetized list of members subject to this MOU, which shall include each employee's name, employee number, class title, and location by Division, as applicable.

ARTICLE 2.4 USE OF CITY FACILITIES

- A. The Association 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 Association meetings. Participating employees will attend said meetings on their own time.
- B. If the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

ARTICLE 2.5 MANAGEMENT/ASSOCIATION MEETINGS

Meetings at reasonable intervals may be scheduled at the request of the President of the Association 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 PAYROLL DEDUCTIONS AND DUES

- A. During the term of this MOU, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the City Controller biweekly in twenty-four increments annually from the salary of each member in the Association 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 members covered hereunder shall be made to the Association by the City Controller within thirty working days after the conclusion of the month in which said dues and/or deductions were deducted.

- C. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

SECTION 3.0 ON THE JOB

ARTICLE 3.1 PERSONNEL FOLDERS

A. Review of Personnel Folder

An employee shall be entitled to review the contents of the employee's official departmental personnel folder at reasonable intervals, upon request, during hours when the Records Unit of Personnel Division is normally open for business. Such review shall not interfere with the normal business of the Department.

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. The employee shall bear the cost of having such copies made. Such cost shall be calculated pursuant to Administrative Code Section 12.40.
2. Notwithstanding Paragraph 1 above, an employee shall be provided a copy of documents, free of charge, before such documents are forwarded for inclusion in the departmental personnel package. Prior to forwarding documents for inclusion in the departmental personnel folder, the employee should initial or sign the documents and be provided a copy. If the employee refuses to sign a document, the word "Refused" should be written by a supervisor, and the date and supervisor's name should be noted on the document.

Note: This is intended to apply to documents such as Performance Evaluation Reports, commendations, 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.

3. Procedure:

- a. The employee shall submit a written request to the Records Unit, Personnel Division, indicating the specific documents to be copied and the number of copies desired of each document. At the employee's option, the employee may include a telephone number

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 a minimum of 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 of 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.

ARTICLE 3.2 UNIFORM AND COMMUNITY OUTREACH ALLOWANCES

- A. The City will provide the cash payments specified below. The payment will cover the cost of uniform replacement, maintenance and other professional expenses.

\$1,500 in July 2015 for Fiscal Year 2014/15.

- B. Whenever an Association member leaves City service for any reason during a fiscal year, 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.
- C. 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 this MOU. An employee promoted to captain on or after April 1 shall receive such allowance pursuant to the MOU for Police Officers, Lieutenant and Below Representation Unit.
- D. The City will provide a cash payment of \$600 in January 2015 to any employee who is on active duty status during Pay Period 14 (12/28/14 to 1/10/15). This payment is intended to offset costs incurred by Unit members for purposes of community outreach.
- E. The above allowances shall be subject to both State and federal taxation.

ARTICLE 3.3 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