

**MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE CITY COUNCIL
REGARDING THE HARBOR PEACE OFFICERS' UNIT
(MOU #38)**

**THIS MEMORANDUM OF UNDERSTANDING
made and entered into this 5th of December, 2023.**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES PORT POLICE ASSOCIATION, ILWU LOCAL 65

July 3, 2022 through September 4, 2027

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. On May 1, 1992, the Los Angeles Port Police Association (“Association”) was certified by the Employee Relations Board (“ERB”) as the certified representative of employees in the Harbor Peace Officers’ Unit (“Unit”). Accordingly, the City of Los Angeles (“City”) hereby recognizes the Association as the exclusive representative of the employees in said Unit, in accordance with the provisions of the Los Angeles Administrative Code (“LAAC”) Section 4.822.
- B. The term “employee” or “employees” as used herein shall refer only to an employee or employees employed by the City in classifications listed in Appendix A of this Memorandum of Understanding (“MOU”), as well as such classes that may be added hereafter by the ERB.

ARTICLE 1.2 PARTIES TO THIS MOU

This MOU is entered into by and between the City Administrative Officer (“Management”) as the authorized management representative of the City of Los Angeles as designated under Los Angeles Administrative Code (“LAAC”) section 4.8701.a.(1), the authorized management representative of the Harbor Department (“Department”), and the Association as the authorized representative of the Unit.

ARTICLE 1.3 IMPLEMENTATION OF THIS MOU

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

ARTICLE 1.4 FULL UNDERSTANDING

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

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

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

ARTICLE 1.5 TERM

- A. The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, in accordance with the implementation provisions of this MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 0000 hours on July 3, 2022. This MOU shall expire and otherwise be fully terminated at 2359 hours on September 4, 2027.
- B. Notwithstanding the above, provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed, as long as the parties have met their obligation under the provisions of Article 1.6, Calendar for a Successor MOU, and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR A SUCCESSOR MOU

Prior to the expiration of this MOU, the Association or Management shall call for meet and confer negotiations sessions to discuss a successor MOU. The Association and Management shall endeavor to conduct the first meet and confer session no later than 90 calendar days prior to the expiration of this MOU.

ARTICLE 1.7 OBLIGATION TO SUPPORT

The Association, the Department, and Management agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees, and the heads of various departments, offices, or bureaus for action, neither the Association, the Department, nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council

Committees, or said department heads, nor meet or communicate individually with the Mayor, members of the City Council, or said department heads, or representatives of those individuals, to advocate any addition or deletion, or other change to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before or communicating with the Mayor, City Council, Council Committees, or department heads, nor meeting with the Mayor, individual members of the City Council, or department heads to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

- A. The Association, the Department, and Management mutually understand and agree that this MOU is subject to all applicable Federal and State Laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, ERB, or similar independent commissions or boards of the City. If any part or provision of this MOU is found to be in conflict or inconsistent with such applicable provisions of Federal, State, or local laws or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this MOU shall not be affected thereby.
- B. If any term or provision of this MOU is found to be in conflict with any City, State, or Federal law, the Association and Management will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 1.9 ACTIONS BY THE ERB

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

ARTICLE 1.10 MANAGEMENT-ASSOCIATION MEETINGS

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

ARTICLE 1.11 CITY MANAGEMENT RIGHTS

- A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, the Mayor of the City of Los Angeles, the City Council, the Department, and Management ("City Management") has the exclusive right to: determine the mission of its constituent departments, officers,

and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; to take disciplinary action for proper cause; relieve City employees from duty due to lack of work or other legitimate reasons; determine the methods, means, and personnel by which the City's operations are to be conducted; take all necessary actions to maintain uninterrupted service to the community; and execute its mission in emergencies. However, the exercise of these rights by City Management shall not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

- B. The Department has the authority to transfer and assign employees of the department. Such transfers and assignments are not grievable and are not arbitrable regardless of the reason for the transfer.
- C. Nothing contained in this Article shall be deemed to amend the Articles in Section 3.0, Grievances.

ARTICLE 1.12 CITY-ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

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

C. No Strike-No Lockout

- 1. In consideration of the mutual desire of the Association, the Department, and Management to promote and ensure harmonious relations and in

consideration of the 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. 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 after Association instruction, they shall be deemed to have forfeited their rights under this MOU. The curtailing of operations by City Management in whole or part for operational or economic reasons shall not be construed as a lockout.

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

SECTION 2.0 ASSOCIATION SECURITY/EMPLOYEE RELATIONS

ARTICLE 2.1 NON-DISCRIMINATION

The Association and Management mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of age (40 and above), ancestry, color, disability (physical and mental, including HIV and AIDS), gender identity and/or expression, genetic information, LGBTQ+ identity, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national or ethnic origin, race, religion or creed (includes religious dress and grooming practices), sex or gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), reproductive health decision making, sexual orientation, political activities or political affiliation, or any characteristic protected under applicable federal, state or local laws, or retaliation for having filed a discrimination complaint, for participating in a discrimination investigation or for opposing discrimination.

ARTICLE 2.2 NOTICE OF CHANGES IN WORK RULES

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

following the adoption of such new work rules or changes in existing written department work rules, as may be the case.

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

ARTICLE 2.3 EMPLOYMENT OPPORTUNITIES

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

ARTICLE 2.4 WORK ACCESS

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

ARTICLE 2.5 USE OF CITY FACILITIES

- A. The Association may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to

the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

- B. The parties to this MOU mutually agree that if the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

ARTICLE 2.6 BULLETIN BOARDS

The Department shall provide a bulletin board or dedicated space at each work location for use by the Association. All official communications from the Association shall be posted in the space provided. The Association shall clearly print a removal date on all posted materials.

ARTICLE 2.7 SERVICE FEES AND DUES

A. Dues

1. Each permanent employee in this unit (who is not on a leave of absence) may become a dues paying member of this Unit. Such amounts shall be determined by the Association and implemented by the Los Angeles City Controller ("City Controller") in the first payroll period which starts 30 days after written notice of the new amount is received by City Controller. For the purpose of this provision, a permanent employee means one who has completed six continuous months of City service from their original date of appointment and who is a member of a tier in the Los Angeles City Employees' Retirement System or the Fire and Police Pension Plan.
2. Notwithstanding any provisions of LAAC section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Association will not be accepted by the City Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
3. The Association shall notify all members of the representation unit that they are eligible for membership in the Association and that upon providing the Association consent, dues amounts will be deducted from their paychecks. The cost of this communication and the responsibility for its distribution shall be borne by the Association.

B. Exceptions – Supervisory or Confidential Employees

The provisions of this Article shall not apply to confidential or supervisory employees.

1. Confidential employees are defined in LAAC Section 4.801 and designated in accordance with LAAC Section 4.830.d.
2. For the purpose of this section, “supervisory employee” means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
3. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.
4. The Department shall designate supervisory employees, the designation or claim of which shall be reviewed jointly by the Association and the Department. Any dispute shall be referred to the ERB for resolution.

C. Management Responsibilities

1. The City Controller shall cause the amount of the service fees or dues to be deducted from 24 payroll checks of each employee in this Unit as specified by the Association under the terms contained herein. “Dues” shall be deducted as the result of voluntary consent in the form of a signed authorization that will be maintained by the Association.
 - a. Remittance of the aggregate amount of all dues, service fees, and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the City Controller within 30 working days after the conclusion of the month in which said dues, fees, and and/or deductions were deducted.
 - b. 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 in 24 payroll periods in a fiscal year.

2. The City Controller shall also apply this provision to every permanent employee who becomes a member of this Unit within 60 calendar days of such reassignment or transfer.
 - a. The deduction will be computed at the rate of two percent of a Unit member's regular pay.
 - b. When notice is given by the Association to change the deduction percentage rate, the City Controller is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
 - c. The authorization to deduct dues shall remain in effect until written notice of cancellation is given by the Association to the Office of the City Controller on the appropriate form provided by the same for this purpose.
3. Management will provide the Association with the name, home address, and employee number of each permanent employee. Once the bargaining unit members' personal information is provided to the Association, the Association will assume responsibility to properly secure it. The Association shall indemnify and hold harmless the City for any claims made by a bargaining Unit member for the loss, alleged improper use, or unauthorized release of their personal information.
4. The City Controller shall notify the organization within 60 calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

D. Association Responsibilities

1. The Association is responsible for submitting to the City Controller the agreed upon dues authorization notification and any changes in the amounts to be deducted from the employees' paychecks.
2. The Association certifies to the City that it has adopted, implemented, and will maintain constitutionally acceptable procedures to enable bargaining Unit members to cancel their membership.
3. The Association certifies that it has and will maintain individual employee authorizations, but shall not be required to provide a copy of individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify and hold

harmless the City for any claims made by a Unit member for deductions made in reliance on that certification.

E. California Government Code Section 1159 (a-b)

1. Existing California Government Code Section 1159 (a-b) states:
 - a. “The Controller, a public employer, an employee organization, or any of their employees or agents, shall not be liable for, and shall have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving, or retaining agency or fair share fees from public employees, and current or former public employees shall not have standing to pursue these claims or actions, if the fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.”
 - b. “This section shall apply to claims and actions pending on its effective date, as well as to claims and actions filed on or after that date.”

ARTICLE 2.8 RELEASE TIME

- A. During the term of this MOU, the Department shall permit up to a maximum of 220 hours each fiscal year of time off for Association Directors to participate in employee organization representation activities, subject to the following:
 1. Time off is requested with 72 hours written notice to the Department.
 2. The Department approves.
 3. Time off must be taken in increments of one hour.
 4. Minimum staffing is not impacted.
- B. Refusal by the Department for adequate reason is not subject to the grievance procedure contained in this MOU.
- C. The Association will reimburse the City an amount equal to the number of hours that each Association Director takes off multiplied by the actual base hourly salary of said Association Director(s).
- D. The City Administrative Officer (“CAO”) will invoice the Association quarterly each contract year for actual time used, and the Association will reimburse the

Department at the conclusion of pay period 6, 12, 19, and 26 (or 27 when a fiscal year includes a 27th pay period).

- E. The CAO shall transmit an invoice for release time reimbursement within 45 days of the close of a pay period specified subsection D of this Article. The Association shall remit payment to the CAO within 45 days of receiving the invoice for release time reimbursement. If the Association does not remit payment within the 45-day period, then the Department shall deny all further release time requests until the payment is remitted in full.
- F. The Association 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 the Director in the service of the Association (excluding Workers' Compensation).

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE PROCEDURE

STATEMENT OF INTENT

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

DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, or departmental rules and regulations governing personnel practices or working conditions applicable to Unit employees. The parties agree that the following shall not be subject to the grievance procedure:

- A. An impasse in meeting and conferring upon the terms of a proposed MOU.
- B. Any matter for which an administrative remedy is provided before the Civil Service Commission.
- C. Any issue that the parties agree to refer to another administrative resolution process.
- D. Assignment and scheduling of hours and personnel for intermittent and half-time employees, unless said assignment or scheduling is in violation of the departmental working rules or this MOU.

GENERAL PROVISIONS

A. BINDING ELECTION OF PROCEDURE

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee must elect to pursue the matter under either the grievance procedure, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the procedure chosen and a waiver of the alternate procedure.

B. GRIEVANCE PROCESS RIGHTS

No grievant shall lose their right to process their grievance because of Management-imposed limitations in scheduling meetings.

C. TIME, TIME LIMITS AND WAIVERS

"Business days" shall be defined as Monday through Friday, exclusive of City Holidays, as defined in Article 5.2, Holiday Premium Compensation.

The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and Management may jointly waive one level of review from this grievance procedure.

D. MEDIATION

1. At any step following the Informal Discussion in the grievance process, the Association or Management may request mediation, by letter to the department's personnel officer. Within ten (10) business days of receipt of a request for mediation, the receiving party shall either return the request without action or request that the ERB appoint a mediator. The ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and Management may jointly agree to a mediator selected by the Executive Director of the ERB. The fees of such mediator shall be shared equally by Association and Management.
2. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

3. If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.
4. Notwithstanding the above and Employee Relations Ordinance (ERO) Section 4.865, the parties may mutually agree to accept the opinion of the mediator as binding.
5. If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

E. EXPEDITED ISSUES

To resolve issues at the appropriate level, a grievance may be waived to the General Manager level upon mutual agreement of the Association and Management.

GRIEVANCE PROCESS

STEP 1 ISSUE IDENTIFICATION AND INFORMAL DISCUSSION

- A. The employee shall discuss the issue with the immediate supervisor on an informal basis to identify and attempt resolution of the employee's issue within ten (10) business days following the day the issue arose. The employee shall have the affirmative responsibility to inform the supervisor that the issue is being raised pursuant to this grievance procedure.
- B. The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. If the issue is not resolved at this step, the immediate supervisor shall inform the department's personnel office, and the personnel director shall inform the Association of the grievance. The immediate supervisor shall respond verbally within ten (10) business days following the meeting with the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

STEP 2 GRIEVANCE INITIATION (FORMAL)

- A. If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, serve a grievance initiation form with the immediate supervisor (or another member of Management if the

immediate supervisor is not available within the ten day filing period), who will accept it on behalf of Management and immediately forward it to the next level manager above the immediate supervisor who is not in the same bargaining unit as the employee.

- B. The manager, or appropriate designee, shall meet with the employee within ten (10) business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The manager will provide a written response to the employee within ten (10) business days of meeting with the employee. Failure of management to respond within the time limit shall entitle the grievant to process the grievance to the next step.

STEP 3 GRIEVANCE APPEAL

If the grievance is not resolved at Step 2, the employee may serve a written appeal to the General Manager, or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2.

The General Manager or designee shall meet with the employee within ten (10) business days of the date of service of the appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

STEP 4 ARBITRATION

- A. If the written response at Step 3, or mediation, does not settle the grievance, or Management fails to provide a written response within twenty (20) business days of the Step 3 meeting, the Association may elect to serve a written request for arbitration with the ERB. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration must be filed with the ERB within twenty (20) business days following (a) the date of service of the written response of the General Manager/Commission or the designee, or (b) the last day of the response period provided for in Step 3. Failure of the Association to serve a written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.
- B. If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the ERB, within ten (10) business days following receipt of said list. Failure of the Association to notify the ERB of the selected arbitrator within sixty (60) business days of receipt of said list shall constitute a waiver of the grievance.
- C. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been

satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.

- D. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.
- E. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Association may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same. In cases where the issues identified in the grievance affect more employees than are identified as grievants, the parties agree that the remedy may be applied to those employees upon their consent, if needed

PROCEDURE:

STEP 1 GROUP GRIEVANCE INITIATION (FORMAL)

- A. The Association shall file the grievance in writing with the General Manager, or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the General Manager.
- B. The General Manager, or designee, shall provide written notification to the Employee Relations Division of the CAO of the receipt of the grievance. The General Manager, or designee, shall meet with the Association within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures.

The General Manager, or designee, may include department managers who have knowledge of the grievance issues and/or representatives from the CAO's Employee Relations Division in the meeting with the Association. The General Manager, or designee, shall prepare a written response within twenty (20) business days of the meeting.

STEP 2 GROUP GRIEVANCE APPEAL

If the grievance is not settled at Step 1, the Association may file for arbitration pursuant to the procedure in Step 4 – Arbitration, above.

ARTICLE 3.2 ASSOCIATION STEWARDS

- A.
1. The Association may designate a reasonable number of Association members as grievance representatives and shall provide the Department and Management with a written list of employees who have been so designated and revised lists within thirty (30) calendar days of any changes in said designations. This representative may represent a grievant in the presentation of a grievance at all levels of the grievance procedure.
 2. An employee and their representative may have a reasonable amount of paid time off for the above-listed activities. However, a representative will receive paid time off only if the employee is the representative of record; is a member of the same Association as the employee is employed by the same department; and, is employed within a reasonable distance from the work location of the employee.
 3. If a representative must leave their work location to represent an employee, the employee shall first obtain permission from their supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the representative will be informed when time can be made available. Such time will not be more than 48 hours, excluding scheduled days off and/or legal holidays, after the time of the Association Representative's request unless otherwise mutually agreed. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.
 4. Time spent on grievances outside of regular working hours of the grievant and/or their representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or their Association Representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

SECTION 4.0 ON THE JOB

ARTICLE 4.1 PERSONNEL FOLDERS

- A. An employee shall be entitled to review the contents of their personnel folder at reasonable intervals, upon request, during hours when the office in which records are housed is open for business. Such review shall not interfere with the normal business of the Department.
- B. No evaluatory or disciplinary document may be placed in an employee's personnel folder without the employee reading and signing the document proposed to be placed in the personnel folder and being afforded the opportunity to attach a written response within 30 days from review. The employee's signature does not necessarily indicate agreement with the document. If after reading the evaluatory or disciplinary document, the employee refuses to sign the document, that fact shall be noted on the document by the employee's supervisor. The Association, the Department, and Management mutually understand and agree that an employee performance evaluation is not considered a disciplinary record, but such a record may be used to document behavior and/or performance deficiencies that have been brought to an employee's attention.
- C. A "Notice to Correct Deficiencies" shall be sealed by the Department upon the request of an affected employee if the employee has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed that resulted in written corrective counseling or other management action for a period of two years from the date the most recent, related notice was issued or management action taken. Any sealed documents shall be stored in an employee's personnel folder and could be used to establish progressive discipline for similar offenses should any occur.

ARTICLE 4.2 SAFETY

- A. Safety clothing and devices provided by the Department listed herein shall continue to be provided as long as the need exists. The Department and the Association shall require all Unit members to utilize said safety clothing and devices to the fullest extent possible.
- B. The Department will make every reasonable effort to provide safe working conditions. The Department and the Association will encourage all Unit members to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to their immediate supervisor. Said supervisor shall:

1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor;
 2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability; or,
 3. Promptly report the problem to the next level of supervision or inform the Departmental Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the second level of supervision to correct.
- C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the employee or their representative may call the Personnel Department's Occupational Safety and Health Division and report such hazard.
- D. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

ARTICLE 4.3 A DRUG-FREE WORK PLACE

- A. 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 Unit members must be willing to accept a random drug test program as yet another test in which the employee is held to a higher standard than others in society.
- B. An employee who voluntarily apprises the Department of an addiction or other drug use-related problem caused by either 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-sponsored health plans, including the Harbor Department's Employee Assistance Program. The Department will take the necessary steps 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.

C. 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:

1. On their own initiative;
2. 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 use of prescription or over-the-counter medication; and
3. In the case where no acts or omissions by the employee and related to the use of prescription or over-the-counter medication involves any criminality on the part of the employee.

ARTICLE 4.4 HOURS OF WORK

A. Work Periods

1. Notwithstanding the provisions of LAAC Section 4.108 (Hours of Work – FLSA Non-Exempt Employees) and 4.113 (Overtime – FLSA Non-Exempt Employees), the Department may assign any Unit member who is assigned to a law enforcement function to work a 12-hour, ten-hour, or eight-hour shift. In conjunction with one or more of the aforementioned shifts, where necessary, shifts of eight hours or less may be utilized for training, special events, a partial-day suspension, or similar and/or related functions or activities.
2. An employee shall be in actual attendance on duty a minimum of 12, ten, or eight hours every day that the employee is assigned to work. An employee’s regular hours of work do not include time to consume a meal. Adjustments to an employee’s work schedule may be made in order to accomplish the objective of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28-workday deployment period.

B. Posting of Deployment Period Work Schedules

Under normal circumstances, a change in deployment period (DP) work schedules, working hours, days, or assignments shall be posted 14 calendar days before the start of the DP. The Port Warden II or a designee shall have the sole discretion to change work schedules, working hours, days, or assignments based on operational needs of the Port Police Division.

C. Change of Shift Rotation

1. Generally, shift rotation shall coincide with the beginning of a deployment period.
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. Whenever possible, 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 pay grade requests a specific shift, and there are not enough available positions on the desired shift, the commanding officer shall have the discretion to assign the shift. The selection criteria for watch assignments shall be based upon (in priority order): first, current watch; second, seniority; third, bilingual pay status. The commanding officer's discretion shall exclude consideration of nepotism, favoritism, or any other improper basis. Sergeants shall rotate within their respective ranks.
3. If an employee is activated to military duty exceeding one DP, the time of the military activation shall not be counted as time on the original shift. The Port Warden II, who is the Chief of the Port Police Division within the Department, or a designee may make an exception to this policy when it is in the best interest of the Department, the Port Police Division, or individual employee.
4. **Exception:** At the discretion of the commanding officer, employees may be loaned to another shift for no longer than four weeks to provide relief as necessary to maintain adequate coverage on all shifts. In the event of an emergency or long-term training assignment, employees may be loaned to another shift in excess of four weeks. Attempts will be made to fill such loans on a voluntary basis. Should an employee be loaned to another shift to meet Port Police Division needs, including but not limited to 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 Port Police Division or individual employee to do so.
5. Requests for exceptions from rotation or a specific assignment as a result of a bona fide 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 Port Police Division, and such decision shall not be a grievable or arbitrable matter.

6. Specialized assignments and/or units, as determined by the Department, shall be exempt from the change of shift rotation, and their hours shall be set by their commanding officer. The commanding officer's discretion shall not include assignment on the basis of nepotism, favoritism, or any other improper basis. Unless there is an emergency or unusual occurrence, Unit members shall be assigned to a specialized assignment after completion of a competitive selection process.

ARTICLE 4.5 MEAL PERIODS

- A. The meal period for Unit members shall be 30 minutes and shall not be counted as time worked for any purpose. A Unit member who is called to duty during the employee's meal period shall, at the Department's discretion, either be:
 1. Given a 30-minute meal period at a later time during the same shift; or
 2. Compensated in cash at the rate of one and one-half times the employee's regular rate of pay.

ARTICLE 4.6 SUBPOENAED AS A WITNESS

When a Unit member is subpoenaed as a witness by a court of competent jurisdiction, the member shall be compensated in accordance with LAAC Section 4.111.1 (Payment of Salary When Subpoenaed as a Witness).

ARTICLE 4.7 COMPENSATION FOR COURT APPEARANCES

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

- A. Basic Compensation
 1. An employee shall report to Court or remain on-call, as directed by the subpoena. When a subpoena includes a statement that the concerned employee has been placed "on call," the off-duty employee must not report to the designated court, unless directed to do so by the concerned court liaison personnel or court official. Additionally, an on-call employee must not request from the court liaison or court official to be placed on "be there" status. If the original subpoena is for "be there" court but subsequently changes to "on-call" court, the concerned employee shall abide by these same provisions, the employee shall not request for the status to be changed back to "be there" and shall not report to the designated court unless directed to do so.

If the employee is on call, it is the employee's responsibility to notify the person designated by the employee's supervisor of how the employee can be reached. An employee must be able to appear in court not more than one hour after being notified of their required court appearance time. An employee need not remain at home but must be available for telephonic notification at a location where the employee's supervisor knows the employee can be reached.

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

B. Multiple Cases

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation per A.1. above for each case for a total of eight hours. In addition, the employee shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four hours.

C. Exceptions to the Four Hour Minimum

1. Court appearances or on-call status commencing four hours or less **before** the employee's regularly assigned shift begins: compensation will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the same noon recess provisions in A.2. above.
2. Court appearances commencing four hours or less **during** or **after** the employee's regularly assigned shift ends: compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions in A.2. above.
3. Compensation for on-call status shall not exceed four hours.

ARTICLE 4.8 DMV TELEPHONIC HEARINGS

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

A. On Duty

Employees subpoenaed for a DMV Telephonic Hearing scheduled during the employee's working hours shall utilize a Department telephone at the appointed time.

B. Off Duty

1. Employees subpoenaed for a DMV Telephonic Hearing 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 phone.
2. Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of four hours of overtime compensation and hour-for-hour overtime compensation thereafter for actual participation in the hearing. The same noontime recess, as described in Article 4.7. A. 2. shall apply.
3. There shall be no on-call compensation for DMV Telephonic Hearings.
4. 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.
5. Employees who utilize a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be eligible for overtime compensation for travel spent reaching that telephone.
6. Overtime shall be compensated in accordance with provisions of Article 6.4 of this MOU.

ARTICLE 4.9 UNIFORM AND EQUIPMENT ALLOWANCE

- A. Uniforms required by the Department will be replaced, maintained, and cleaned at the employee's expense.
- B. The Department will provide a cash payment of \$1,750 per fiscal year to each Unit member who is compensated for pay period 11 of each year. This payment will be made through an employee's regular paycheck as part of the pay check issued for pay period 11 for that fiscal year.
- C. This annual uniform allowance will not be paid to any officer graduating from a Police Academy during the calendar year in which the uniform allowance is to be paid. Employees may only receive one uniform allowance in each fiscal year. An employee transferring or promoting into this Unit shall receive only one uniform payment per year under the terms of the employee's former MOU.
- D. This allowance shall be a cash, non-pensionable payment and shall be taxed at the applicable supplemental state and federal taxation rates.
- E. Replacement of uniforms and personal property for the Department shall be in accordance with departmental manual sections on reimbursement for lost or damaged property.

ARTICLE 4.10 RAIN AND SAFETY GEAR

- A. The Department shall continue to provide the standard law enforcement rain and safety gear listed below for employees who are required to work outside in inclement weather or who are regularly assigned to functions specified below. Items specified below shall be replaced when the Department determines that said items are no longer serviceable.
- B. All items listed below shall be unique and specialized to the assignment for which they are needed. Clothing and equipment issued shall be maintained and cleaned at the employee's expense. Quantities are included in parentheses ().

ALL UNIT MEMBERS

1. Tactical Ballistic Vest (Banshee Defender Style), to be replaced every five years or longer per manufacturer's specifications. (1)
2. Pelican flashlight, bulbs and batteries to be replaced as needed. (1)
3. Ballistic Vest – American Body Armor HP or equivalent, NIJ Level II, replaced per manufacturer's specifications or recommendations, whichever time period is less. An employee, at their discretion, may choose to receive a ballistic vest that is NIJ Level IIIA. (1)
4. Disposable CPR masks. (Sufficient supply as needed)

ALL UNIT MEMBERS (Continued)

5. Taser. (1)
6. Boots with slip-resistant soles. (1)
7. Knife with 4" serrated blade. (1)
8. Personal floatation device. (1)

HAZARDOUS MATERIALS UNIT

1. Nomex Jumpsuit. (2)
2. Boots with oil-resistant soles. (1)

FLIGHT OBSERVER

1. Nomex Jumpsuit. (1)
2. Helmet insert, flight type, fitted to officer. (1)
3. Boots. (1)

BICYCLE TEAM

1. Helmet. (1)
2. Gloves. (1)
3. Inner liners. (1)

DIVE TEAM

1. Nomex Jumpsuit. (2)
2. Gloves. (1)
3. Booties. (1)
4. Drysuit with positive pressure air mask. (1)
5. Knife with serrated edge blade. (1)

MOTOR UNIT

1. Boots.
2. Helmet.
3. Eye protection.
4. Jacket.
5. Gloves.
6. Pants (Safety):
 - a. Motor breeches – wool. (3)
 - b. Safety Kevlar pants. (3)
7. Motor rain gear.

MARITIME TACTICAL TEAM (MTT)

1. Team Wendy style tactical ballistic helmet. (1)
2. CRYE precision type uniform. (1)

ARTICLE 4.11 BILINGUAL DIFFERENTIAL

Employees required to use a language other than English will be compensated in accordance with LAAC Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills).

ARTICLE 4.12 SIGN LANGUAGE PREMIUM

Any qualified Unit member who is requested by the Communications Assistance Center to employ sign language skills in the course of their work shall be compensated in accordance with LAAC Section 4.84.1 (Premium Pay for Persons Possessing Sign Language Skills).

ARTICLE 4.13 MILEAGE

An employee shall be reimbursed for using their personal vehicle in the performance of their duties when so authorized in accordance with LAAC Section 4.230 (Reimbursement).

ARTICLE 4.14 MARKSMANSHIP BONUS

- A. Unit members shall be eligible for a marksmanship distinction and bonus after meeting the criteria established by the Port Police Division in accordance with the following table.

Marksmanship Distinction	Biweekly Amount
Marksman	\$8.00
Sharpshooter	\$16.00
Expert	\$32.00
Distinguished Expert	\$64.00

- B. Compensation shall 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 the 26th pay period, requalification must occur in order to continue receiving a marksmanship distinction and commensurate compensation. At any time, a Unit member may requalify at a higher level than the level for which the member originally qualified.
- C. Qualifying Unit members will be compensated for only one level of expertise.
- D. This bonus shall be treated as an "Adds to Pay" and shall not be pensionable.

SECTION 5.0 BENEFITS

ARTICLE 5.1 VACATIONS

- A. On January 1st of each year, vacation time accrued during the previous year shall be credited to each employee based on years of service as described below.
1. An employee's vacation accrual anniversary date shall be based upon the date upon which an employee (1) graduates from the police academy and promotes to a Port Police Officer I (3221-F). or (2) joins the Port Police Department as a Port Police Specialist or (3) joins the Port Police Department as a Port Police Officer through a Charter Section 1014 transfer, in which case the employee's anniversary date shall be the same as the employee's vacation anniversary date held in the employee's previous class.
 2. A Unit member who is undergoing training in the Police Academy as a Port Police Officer I (3221-1) shall not be entitled to nor credited with vacation time for the full duration of their academy training.
 3. A Port Police Officer I (3221-F) who is undergoing field training during a probationary period or a Port Police Specialist shall accrue 10 hours of vacation at the end of the first month of City service as described above and 10 hours at the end of each month thereafter until January 1st of the next calendar year.
 4. Until the completion of two years of City service in the aggregate, each Unit member shall be entitled to 120 hours of vacation annually credited on January 1st with full pay.
 5. Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 hours vacation annually credited on January 1st with full pay.
 6. Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 hours vacation annually credited on January 1st with full pay.
 7. Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 hours vacation annually credited on January 1st with full pay.
- 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. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of three years.

- C. The employee may defer all or a portion of their vacation. The employee should consider the amount of vacation time they have accumulated and whether deferring all or part of the vacation could result in the stoppage of vacation accrual which will automatically be deposited in the catastrophic illness or injury time bank.
- D. Any employee who, immediately prior to becoming a member of the Harbor 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, 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.
- F. The City Controller shall keep a record of vacation time balances based on Harbor Department records and shall advise employees on their paycheck or pay advice of their balance biweekly.
- G. It is the policy of the Department to allow officers to take regularly scheduled vacations or remain on vacation during a mobilization unless the officer volunteers to work or there is an order by the Mayor or the Port Warden II or their designee to cancel vacations.
 - 1. An officer 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 their vacation subject to approval by Harbor Management.
 - 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.

- 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 Port Warden II or their designee orders officers on regularly scheduled vacation to return to work during a mobilization, the employee may elect to defer all or part of the remaining vacation subject to the provisions of G.1.c-f of this Article.
- H. In addition to the annual vacation benefits described in this Article, each Unit member shall be credited with 112 hours of unspecified holiday time on January 1st of each calendar year. This additional benefit is provided as a replacement for holiday benefits that were relinquished previously. At the end of each calendar year, each bargaining Unit member shall be paid for all unused unspecified holiday time credited to the member or 80 hours of time, whichever is less. Time shall be paid at the Unit member's regular rate of pay. A Port Police Officer I (3221-F) who graduates after January 1st and is undergoing field training during a probationary period or a Port Police Specialist shall accrue 10 hours of unspecified holiday time at the end of the first month of City service and 10 hours at the end of each month thereafter until January 1st of the next calendar year.
- I. Unspecified holiday time shall be taken in accordance with the following requirements:
- 1. Unspecified holiday time must be taken during the calendar year in which it is credited.
 - 2. A separate unspecified holiday time bank will be established. Time shall be credited into said bank for each bargaining unit member.
 - 3. The request for the use of unspecified holiday time is processed the same as a request to use vacation time: if timely submitted by the employee, request for the use of time will be promptly approved by the Department subject to the operating needs of the Port Police Division. If an unforeseen operating requirement prevents the employee from taking such previously approved unspecified holiday time, the Department will reschedule the time off so that it may be taken on some other reasonably satisfactory date within the calendar year.
 - 4. Unspecified holiday time must be used in hourly increments.

5. Unspecified holiday time shall not be utilized to extend the date of any layoff or termination.

ARTICLE 5.2 HOLIDAY PREMIUM COMPENSATION

- A. Employees who work on one of the following holidays shall receive holiday premium compensation as described below.
 1. New Year's Day
 2. Easter
 3. Memorial Day
 4. Juneteenth
 5. Independence Day
 6. Labor Day
 7. Veteran's Day (November 11)
 8. Thanksgiving Day
 9. Christmas Eve
 10. Christmas Day
 11. New Year's Eve
- B. Holiday premium compensation shall be paid to an employee who works any watch which either starts or ends on a day listed above. An employee shall be entitled to holiday premium compensation only once for each day listed above. For example, if one of an employee's work shifts begins at 1600 hours on July 3rd and ends at 0400 hours on July 4th and the employee's next work shift begins at 1600 hours on July 4th and ends at 0400 hours on July 5th, the employee shall be entitled to one full shift of holiday premium compensation pay, i.e., for July 4th. The employee shall not be eligible for nor receive holiday premium compensation pay for the work shift that started on July 3rd and ended on July 4th because the employee would receive holiday premium compensation for having worked a shift that began on July 4th.
- C. An employee who works on any holiday listed above will be compensated at the rate of one and one-half the hourly rate for all hours worked on the observed holiday.
- D. All holiday premium compensation shall be provided in the form of cash or time off with pay at the sole discretion of the Department.
- E. An employee shall report and request holiday premium compensation for having worked a regularly scheduled shift on a holiday specified above on a form provided by the Department.

- F. An employee who works an overtime shifts on a holiday specified above, i.e., hours worked in addition to regularly scheduled hours in a deployment period, is entitled to overtime compensation in accordance with Article 6.4 of this MOU.
- G. Notwithstanding provisions of paragraph F above, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the Council, the Port Warden II is hereby authorized to grant to each employee a day off (in the form of cash or time at the sole discretion of management) 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 Port Warden II.

ARTICLE 5.3 HEALTH AND DENTAL PLANS

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program ("Flex Program") and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee ("JLMBC"), approved by the City Council, and implemented by the Personnel Department. Use of the word "Civilian" in regards to employee benefit packages is for convenience of reference. Such language does not impact peace officer authority or standing granted to Unit members under Federal, State, or local laws.

The sections below are intended to reflect the Flex Program approved on July 17, 1996. If there are any discrepancies between the benefits described herein and the Flex Program approved by the City Council, the Flex Program benefits will take precedence.

A. Section I – Health Plans

- 1. The health plans offered and benefits provided by those plans shall be those recommended by the JLMBC, approved by the City Council, and administered by the Personnel Department in accordance with LAAC Section 4.303.
- 2. During the term of this MOU, the City agrees to continue contributing for each full-time employee a monthly subsidy equal to the cost of the employee's medical plan but not to exceed the Kaiser Permanente Family rate.
- 3. During the term of this MOU, the City agrees to continue contributing for each regular half-time employee a monthly subsidy equal to the cost of the employee's medical plan but not to exceed the Kaiser Permanente Single Party rate.

4. The City will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's qualified dependents named under the plan.
5. During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees and in the Kaiser Permanente Single Party Rate for regular half-time employees. Changes in the monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
6. Employees who transfer from full-time to half-time status under Family and Medical Leave provisions contained herein shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.
7. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.
8. In the event that unit members are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, such members shall continue to pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy.

B. Section II – Dental Plans

1. The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with LAAC Section 4.303, upon the recommendation of the JLMBC and approval of the City Council.
2. The City will expend for full-time employees in the classifications represented in this MOU the monthly sum necessary to cover the cost of the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.
3. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

C. Section III – Inclusion of Domestic Partner as a Dependent

The definition of a dependent shall include the domestic partner of an employee and the dependents of such domestic partner. Any employee claiming a domestic partner and/or the dependents of such domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Division of the Personnel Department, which shall be signed by the City employee and domestic partner, declaring the existence of a domestic partnership.

D. Section IV – General Provisions

1. An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open enrollment period, employees who have not already done so may enroll themselves and, at their option, their eligible dependents in the City-sponsored health and dental plans. During this period, employees may also change their coverage options or activate new coverage options. Employees who fail to enroll during this open period will be ineligible to change coverage options or activate new coverage options under City-sponsored plans unless another open enrollment period is subsequently declared by the Personnel Department. Enrolled employees who do not wish to change coverage options or activate new coverage options are not required to re-enroll during the open enrollment period except for those participating in the Dependent Care Reimbursement Account.
2. The parties mutually understand that the City will expend the above noted funds only for those employees who enroll in these plans and remain on active payroll status with the City, and that the City retains all rights to any unused funds which may be allocated for the purpose of implementing this Article.
3. The City will retain all duties and responsibilities for the administration of the City's health and dental plans.

E. Section V – Subsidy During Family and Medical Leave

For an employee who is on family leave or medical leave under the provisions of Article 5.7 herein, the City shall continue to pay medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a family leave or medical leave in accordance with Article 5.7 herein. However, for any unpaid portion of family leave or medical leave, health and/or dental plan subsidies shall be continued for a maximum of nine pay periods, except while an employee is on a Pregnancy Disability Leave (up to four months), Management shall continue the City's subsidy described herein for her pregnancy

health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

F. Section VI – Benefit Protection Plan

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

G. Continuation of Benefits for Survivors of Employees Killed in the Line of Duty

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

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

ARTICLE 5.4 ASSOCIATION MEMBERSHIP WELFARE PROGRAMS

- A. The City will pay \$804 annually during the first full pay period of each of each calendar year of the term of this MOU starting in January 2024 to the Association for each Unit member who is on active payroll status for the purpose of enhancing their memberships welfare, to be determined by and independently administered by the Association.
- B. The City will establish such controls over the disbursement of funds as they deem necessary.

- C. The Association agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 5.5 SICK LEAVE BENEFITS

- A. The City's present practices with regard to allowances for sick leave will be continued during this term of the MOU. Such practices of allowance for sick leave shall be in accordance with LAAC Sections 4.126 (Allowance for Sick Leave), 4.126.2 (Allowance for Leave for Pregnancy), and 4.128 (Method of Reporting Sick Leave), except as noted below.
- B. Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee, or an employee's designated person, as defined in this Article, or an employee's immediate family member, as defined in the Family and Medical Leave article of this MOU.
- C. For purposes of this Article, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to only one designated person per 12-month period.

D. ACCUMULATED SICK LEAVE

- 1. Any unused balance of an employee's 100% sick leave bank remaining at the end of each calendar year of this MOU shall be carried over to the following calendar year. That bank may accumulate to a maximum of 800 hours. Any 100% sick leave remaining unused at the end of each calendar year, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours, shall, as soon as practicable, be paid in cash at the rate of 50%. Effective **January 2024**, any 100% sick leave remaining unused at the end of each calendar year, which, if added to an employee's accumulated 100% sick leave will exceed 800 hours, shall, as soon as practicable, be paid in cash at the rate of 100%. (The accumulated sick leave does not include the accrued sick time.)
- 2. If any employee becomes separated from the service of the Department by reasons of retirement or death, any balance of accumulated sick leave at full pay remaining unused at the time of separation shall be compensated to the employee, or in the event of separation due to the death of the employee, to the employee's estate, by cash payment of 50% of the employee's salary rate current at such date of separation. Effective **July 2, 2023**, if any employee becomes separated from the service of the Department by reasons of retirement or death, any balance of accumulated sick leave at full pay remaining unused at the time of separation shall be compensated to the employee, or in the event of separation due to the death

of the employee, to the employee's estate, by cash payment of 100% of the employee's salary rate current at such date of separation. In no instance will an employee or an employee's estate be compensated more than once for accumulated full pay sick leave upon retirement or upon the death of the employee. (The accumulated sick leave does not include the accrued sick time.)

3. Any unused balance of sick leave at 75% of full pay at the end of any calendar year shall be carried over and accumulated from one calendar year to the next to a maximum of 800 hours at 75% pay. All accrued sick leave at partial pay in excess of such maximum amounts shall be deemed waived and lost.

ARTICLE 5.6 FAMILY ILLNESS

The City's present practice of allowances for leave for illness in the family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed 15 (120 hours), except as provided for in Article 5.7 of this MOU. Such practice of allowance for leave for family illness shall be in accordance with LAAC Section 4.127 (Allowance for Leave for Illness in Family).

ARTICLE 5.7 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

1. During the term of this MOU, up to four months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 5.6 – Family Illness) or designated person (as defined in section D.6 of this Article), upon the request of the employee or designation by Management in accordance with applicable Federal and State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
2. Any employee may take family or medical leave under the provisions of this Article if they has a serious health condition that makes them unable to perform the functions of their position.
3. Leave under the provisions of this Article shall be limited to four months (nine pay periods) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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

B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **Domestic Partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Division of the Personnel Department.
3. **Parent** means a biological, 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. This term does not include parents "in-law." Persons who are "*in loco parentis*" includes those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, that person 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.
5. **Immediate Family Member** as provided in LAAC 4.127.1(a)
6. **Designated Person** means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to only one designated person per 12-month period.

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least twelve months and who have worked for at least 1,250 hours during the 12-months immediately preceding the beginning of the leave.
2. **Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment Housing Act (FEHA), on the first day of

employment with the City, pregnant employees are eligible for up to four months (nine pay periods) of leave if disabled due to pregnancy.

3. Parents (including those who are domestic partners) who both work for the City are entitled to sick leave benefits in accordance with LAAC Section 4.129. Each employee must notify their employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
4. The time limitation for spouses or domestic partners does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill or to care for a child with a serious health condition.

D. Conditions

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

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

serious health condition or for their own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position for which the employee is qualified to accommodate recurring leave periods. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with LAAC Section 4.110 during the duration of their part-time schedule.

10. In accordance with the 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 the Department. Bonding leave must be concluded within one year of the birth or placement of the child.
11. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
12. A personal leave beyond the four month leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
13. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least 15 calendar days to obtain the medical certification.
14. Upon return from family or medical leave, an employee shall be returned to their original job or to an equivalent job.

E. Notice Requirements

1. **Employee** – When an employee requests family or medical leave, the employee 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 a 30-day 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, the Department 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. The Department shall designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

F. Applicable Time Off

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

1. Childbirth (Mother)
 - a. Accrued sick leave (100% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care 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 delivery or after "bonding"), accrued vacation time off available at the start of the leave shall be used prior to the use of time under c, 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. The use of sick leave under this subsection is at the employee's discretion.
 - d. Unpaid leave.
 - e. Accrued compensatory time off may be used at the employee's discretion, with the Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs 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.

2. Childbirth (Father or Domestic Partner), Adoption, Foster Care, Family Illness
 - a. Annual family illness sick leave up to 15 days (120 hours) 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 available at the start of the leave shall be taken. Such time must be used prior to the use of time under c and d below.
 - c. Accrued sick leave. All 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
 - d. Unpaid leave.
 - e. Accrued compensatory time off may be used at the employee's discretion, with the Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs 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.
3. Personal Medical Leave
 - a. Accrued sick leave (100% or 75%) may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b below.
 - b. Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c below.
 - c. Unpaid leave.
 - d. Accrued compensatory time off may be used at the employee's discretion, with the Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs 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.

G. Sick Leave Rate of Pay During Family Leave

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

H. Monitoring

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

ARTICLE 5.8 INJURED ON DUTY PAY

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

ARTICLE 5.9 BEREAVEMENT LEAVE

Bereavement leave shall be afforded to Unit members and administered in accordance with LAAC section 4.127.1 (Allowance for Leave Because of Family Deaths).

In addition to the bereavement leave granted under this Article, any Unit Member who has accrued unused sick leave, vacation, personal leave, or compensatory time off at full pay, shall be allowed to use such leave with full pay not to exceed two (2) working days per occurrence for the purpose of bereavement leave.

ARTICLE 5.10 JURY SERVICE

Payment of salary to a Unit member when summoned to jury service shall be administered in accordance with LAAC Section 4.111 (Payment of Salary During Jury Service).

ARTICLE 5.11 FUNERAL EXPENSES

The City shall expend a sum of money not to exceed \$30,000 for funeral expenses to the heirs of a Unit member who dies while on active duty from injuries incurred while performing the member's job or who dies as a direct cause of such injuries. This amount includes any amount already available for this purpose in accordance with California State Labor Code Section 4701.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES AND POST

- A. Salary ranges for classifications represented in this Unit are set forth in the Appendices to this MOU and are effective as indicated therein.
- B. For the duration of time that a Unit member is undergoing training in the Police Academy as a Port Police Officer I (3221-1) and for the twelve-month period during which a Unit member is deployed to field training during a probationary period as a Port Police Officer I (3221-F) and not until the member passes probation thereby advancing the member to the classification and pay grade of Port Police Officer II (3221-2), the member shall be assigned to the first step of the salary range prescribed for Port Police Officer II in accordance with the salary appendix in effect.
- C. Upon completion of the twelve-month field probationary training, a Unit member shall promote from the classification and pay grade of Port Police Officer F (3221-F) to the class and pay grade of Port Police Officer II (3225-2) and be placed on the second salary step of the salary range prescribed for Port Police Officer II in accordance with the salary appendix in effect.

On July 16, 2023, any Unit member who is assigned to a salary range and step that is lower than the salary range prescribed for the classification and pay grade of Port Police Officer II, step 2, shall be reassigned to the step 2 of said range. This is a one-time only adjustment in recognition of the placement of members who are employed as Port Police Officer I's as provided for in B. above.

- D. Advancements in salary shall be made automatically, step by step after each year of aggregate service in the class and pay grade to which the member is assigned, said advancement which shall cease when the member reaches the maximum step rate within the salary range negotiated for their class and pay grade.
- E. A Unit member who promotes to a higher class or pay grade within the member's class to which the member is appointed shall be advanced in accordance with LAAC 4.91.
- F. If the member is entitled to an automatic salary step advancement in the same pay period as such promotion, the automatic step advancement shall be considered to have occurred prior to such promotion.
- G. Any unit member reassigned to a lower pay grade within the class or position to which the member was appointed shall be placed on the appropriate salary step in accordance with LAAC 4.91.

- H. Notwithstanding the above provisions, the parties agree and understand that pay grades are designated by Management based on the assigned duties of certain specialized units. A Unit member who is reassigned by the Department shall receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A Unit member who voluntarily moves from one position to a position in a lower pay grade shall receive the lower pay grade. Nothing in this section shall be construed to limit an officer's ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act.
- I. Effective July 16, 2023, a non-pensionable "Adds to Rate" bonus shall be paid to each bargaining Unit member amounting in the difference between the base wage figures displayed in Appendix A and Appendix B of this MOU.
- J. Effective June 30, 2024, a non-pensionable "Adds to Rate" bonus shall be paid to each bargaining Unit member amounting in the difference between the base wage figures displayed in Appendix A and Appendix C of this MOU.
- K. Effective June 29, 2025, a non-pensionable "Adds to Rate" bonus shall be paid to each bargaining Unit member amounting in the difference between the base wage figures displayed in Appendix A and Appendix D of this MOU.
- L. On June 28, 2026, all bonus amounts identified in subsections I through K above shall be eliminated and the base wage amounts displayed in Appendix E shall become effective.
- M. Between July 16, 2023, and June 28, 2026, a bargaining Unit member who certifies that they will retire from City service on a specific date during the term of this MOU shall be eligible to participate in the Retirement Incentive Program (RIP), which converts the active bonuses described in subsections I through K above into a pensionable, "Adds to Rate" bonus for the purpose of ensuring that pensionable base wages are credited in a member's final average salary retirement calculation.
- N. Effective July 16, 2023, any eligible unit member shall advance from Step 6 to Step 7 on their anniversary date.
- O. To qualify for RIP, a Unit member must complete an Application and Employee Agreement, as prescribed by the CAO, Employee Relations Division. The Application and Employee Agreement are irrevocable, except as required by law. The RIP program is not subject to the grievance procedure as outlined in Section 3.0 of this MOU.
- P. The provisions of RIP will terminate at the end of the implementation period on June 28, 2025.

- Q. A Unit member who holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to the Department shall receive additional compensation equal to one percent of regular base pay on a biweekly basis.
- R. A Unit member who holds or has successfully completed the requirement for an Advanced POST Certificate and has presented this certificate to the Department shall receive additional compensation of two percent of regular base pay on a biweekly basis.
- S. If a POST Certificate is earned after an employee's initial employment date with the City of Los Angeles, the additional compensation shall be paid to the Unit member effective on the date of certificate issuance. If a POST Certificate is possessed by an employee upon the employee's initial employment date with the City of Los Angeles, the effective date of the additional compensation shall be the same as the initial appointment date. In no case shall this additional compensation be retroactive to predate the first day of employment.
- T. Additional compensation issued for POST Certificates in this section shall be paid as an "Adds to Rate" and shall be pensionable.
- U. Provisions of this Article shall not be grievable.
- V. All pay, including biweekly salaries, bonuses, and special payments such as uniform allowances, shall be made to each Unit member hired on or after May 12, 2019, by direct deposit. No pay checks shall be issued unless the City Controller or the Department determines that issuing a paycheck would avoid making an untimely payment to an employee or during exigent circumstances.

ARTICLE 6.2 LENGTH OF SERVICE PAY

- A. Any Unit member who is employed as a Port Police Officer II or Port Police Officer III (both pay grades of which are referred to as "Officer" in this Article) shall be eligible for longevity pay based upon the number of years served as a Port Police Officer II or III at the Department.
- B. Upon certification to the City Controller by the Department that a member has completed the prescribed number of years of service at the Department as an Officer and that such member's standard of service is satisfactory, such member shall receive compensation in addition to the regular biweekly rate prescribed for the class and pay grade computed as follows:

1. Upon completion of ten years of service and until the completion of 15 years of service, an officer shall receive an amount equal to 2.75% above the top step regular pay hourly rate for Port Police Officer II as calculated by Management.
 2. Upon completion of 15 years, an officer shall receive an amount equal to 2.75% (on top of the 2.75% bonus earned for ten to 15 years of service) above the top step regular pay hourly rate for Port Police Officer II as calculated by Management.
- C. Effective December 31, 2023, the length of service pay will be as follows:
1. Upon completion of five years and until the completion of 10 years of aggregate service as a sworn member of the Harbor Department, Port Police Division, a Unit member shall receive \$100 biweekly.
 2. Upon completion of ten years and until the completion of 15 years of aggregate service as a sworn member of the Harbor Department, Port Police Division, a Unit member shall receive \$160 biweekly.
 3. Upon completion of 15 years and until the completion of 20 years of aggregate service as a sworn member of the Harbor Department, Port Police Division, a Unit member shall receive an additional \$300 biweekly.
 4. Upon completion of 20 years of aggregate service as a sworn member of the Harbor Department, Port Police Division, a Unit member shall receive an additional \$440 biweekly.
- D. An Officer shall 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 Officer does not achieve a satisfactory standard of service, the Port Warden II or a designee 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 Port Warden II or their designee again certifies that the employee has achieved a satisfactory standard of service.
- E. This additional pay is a pensionable sum and is treated as an "Adds to Rate".

ARTICLE 6.3 CALL BACK PAY

- A. Whenever a bargaining Unit member is ordered to return to duty following the termination of their work shift and departure from their work location and prior to the beginning of their next regular work shift, the Department shall pay them a minimum payment equivalent to four hours at their overtime rate of pay. If the bargaining Unit member is required to remain on duty beyond the minimum four-

hour time period during which pay is guaranteed to complete their assignment, the bargaining Unit member shall be paid on a time-worked basis at their overtime rate.

- B. For example, if a bargaining Unit member is called back to duty and given an assignment that takes three and one-half hours to complete, the member shall be paid four hours of overtime compensation. If a bargaining Unit member is called back to duty and given an assignment that takes four and one-half hours to complete, the member shall be paid four and one-half hours of overtime compensation.

ARTICLE 6.4 OVERTIME

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

A. Distribution of Overtime

The Department will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, the Department may consider special skills required to perform particular work.

B. Method of Compensation

1. Compensation for overtime worked by Unit members shall be for all hours worked in excess of 80 hours in a pay period including all absences with pay authorized by law. The method of compensation, either cash or time off (book overtime), will be at the discretion of the Department. Overtime compensation (cash or booked) shall be at the rate of one and one-half (1 ½) of the employee's regular base rate of pay and will be accounted for in increments of six minutes. Book overtime must be approved by the Division Head or designee. Accumulation of book overtime is limited to 120 hours per employee. At any time, the Department may direct that any accumulated book overtime be paid in cash. A Unit member may request to receive cash in exchange for book overtime at any time and the decision on the requests are at the sole discretion of the Department.

Note: For payroll purposes, overtime consisting of partial hours shall be paid in cash. For example, if an employee worked 10.75 hours of overtime, ten hours can be paid in cash or booked (at the discretion of management) and 0.75 hours shall be paid in cash.

C. Timekeeping Records

A record of mandatory overtime hours worked shall be maintained and displayed in a common area accessible to all sworn staff 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.

ARTICLE 6.5 ACTING PAY ASSIGNMENTS

- A. Whenever the Department assigns a non-supervisory employee as an acting on-site supervisor in the temporary absence of a full-time supervisor, such employee shall become eligible for additional compensation upon completion of a qualifying period of 15 working days in such assignment at their regular rate of compensation. Paid leave time off taken during a qualifying period shall extend the 15-day qualifying period by the length of the absence.
- B. Starting with the first working day following completion of a qualifying period, the employee shall receive the first premium level rate [as defined in Los Angeles Administrative Code Section 4.92(l)] above the appropriate step rate of the salary range prescribed for their class, for each day on duty as an acting on-site supervisor. However, the maximum pay rate for such duty shall be limited to the top step of the salary or range, or the hourly wage rate which has been established as compensation for the position to which the employee has been assigned.
- C. Each acting pay assignment shall require completion of a new qualifying period each fiscal year, except that an assignment that continues from one fiscal year into a new fiscal year shall not require a new qualifying period for that assignment.
- D. Any determination or decision made by the Department pertaining to the implementation, interpretation, application, administration, or cancellation of any or all the provisions of this Article shall be final and conclusive and shall not be subject to the grievance procedure herein.

LETTER OF AGREEMENT

RETIREMENT BENEFITS ENHANCEMENT

The City and the Association have an interest in ensuring an appropriate level of retirement benefit for bargaining Unit members. In that regard, the City has commissioned an actuarial evaluation of transferring all bargaining Unit members who are currently enrolled in the Los Angeles City Employees Retirement System (LACERS) into the Los Angeles Fire and Police Pension System (LAFPP) Tier 6 into said Tier. The move must be effectuated by a vote of the City of Los Angeles electorate.

A ballot measure (projected for the November 2024 election) calling for the voluntary transfer of LACERS members into LAFPP Tier 6 would provide that all elected members become LAFPP Tier 6 members retroactively to the date of an individual employee's employment, thereby providing all commensurate benefits, including but not limited to access to the Deferred Retirement Option Plan (DROP) and LAFPP Retiree Health Subsidy.

The intent is for the City to pay all costs associated with the transfer of employees, including but not limited to the cost of all actuary studies, the full cost of each employee's transfer into LAFPP Tier 6, and costs associated with the election.

If the ballot measure is approved by the voters:

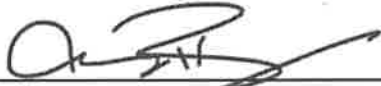
- A. Any bargaining Unit member currently in LASERS will have the option to transfer to the LAFPP Tier 6 at City expense.
- B. Any bargaining Unit member who previously paid to be enrolled in and covered by the LACERS Public Safety Enhancement or LAFPP Tier 6 will receive a full reimbursement by the City for out-of-pocket costs incurred.

If the ballot measure is **rejected** by the voters:

- A. This Letter of Agreement will be null and void.

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

FOR THE UNION:




Angelo Cumpian
Los Angeles Port Police Association

11-30-23

Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

12/5/2023

Date

Approved as to Form and Legality:



Office of the City Attorney

11/30/23

Date

MOU 38
Salary Appendix A
Operative on June 19, 2022

Code	Class Title	Range		1	2	3	4	5	6
3221-1	Port Police Officer I	3189	HR	\$	31.89				
			BW	\$	2,551.20				
			YR	\$	66,586.32				
3221-F	Port Police Officer F	3363	HR	\$	33.63				
			BW	\$	2,690.40				
			YR	\$	70,219.44				
3221-2	Port Police Officer II	3709	HR	\$	37.09	\$	39.16	\$	41.34
				\$	43.64	\$	46.07	\$	48.64
			BW	\$	2,967.20	\$	3,132.80	\$	3,307.20
				\$	3,491.20	\$	3,685.60	\$	3,891.20
			YR	\$	77,443.92	\$	81,766.08	\$	86,317.92
				\$	91,120.32	\$	96,194.16	\$	101,560.32
3238-0	Port Police Specialist	3709	HR	\$	37.09	\$	39.16	\$	41.34
				\$	43.64	\$	46.07	\$	48.64
			BW	\$	2,967.20	\$	3,132.80	\$	3,307.20
				\$	3,491.20	\$	3,685.60	\$	3,891.20
			YR	\$	77,443.92	\$	81,766.08	\$	86,317.92
				\$	91,120.32	\$	96,194.16	\$	101,560.32
3221-3	Port Police Officer III	3919	HR	\$	39.19	\$	41.38	\$	43.69
				\$	46.13	\$	48.70	\$	51.42
			BW	\$	3,135.20	\$	3,310.40	\$	3,495.20
				\$	3,690.40	\$	3,896.00	\$	4,113.60
			YR	\$	81,828.72	\$	86,401.44	\$	91,224.72
				\$	96,319.44	\$	101,685.60	\$	107,364.96
3222-0	Port Police Sergeant	4899	HR	\$	48.99	\$	51.72	\$	54.60
				\$	57.64	\$	60.85	\$	64.24
			BW	\$	3,919.20	\$	4,137.60	\$	4,368.00
				\$	4,611.20	\$	4,868.00	\$	5,139.20
			YR	\$	102,291.12	\$	107,991.36	\$	114,004.80
				\$	120,352.32	\$	127,054.80	\$	134,133.12

MOU 38
Salary Appendix B
Operative on July 16, 2023

Code	Class Title	Range		1	2	3	4	5	6
3221-1	Port Police Officer I	3651	HR	\$	36.51				
			BW	\$	2,920.80				
			YR	\$	76,232.88				
3221-F	Port Police Officer F	3850	HR	\$	38.50				
			BW	\$	3,080.00				
			YR	\$	80,388.00				
3221-2	Port Police Officer II	4062	HR	\$	40.62	\$	42.88	\$	45.27
				\$		\$	47.79	\$	50.45
				\$		\$	53.26		
			BW	\$	3,249.60	\$	3,430.40	\$	3,621.60
				\$		\$	3,823.20	\$	4,036.00
				\$		\$	4,260.80		
			YR	\$	84,814.56	\$	89,533.44	\$	94,523.76
				\$		\$	99,785.52	\$	105,339.60
				\$		\$	111,206.88		
3238-0	Port Police Specialist	4062	HR	\$	40.62	\$	42.88	\$	45.27
				\$		\$	47.79	\$	50.45
				\$		\$	53.26		
			BW	\$	3,249.60	\$	3,430.40	\$	3,621.60
				\$		\$	3,823.20	\$	4,036.00
				\$		\$	4,260.80		
			YR	\$	84,814.56	\$	89,533.44	\$	94,523.76
				\$		\$	99,785.52	\$	105,339.60
				\$		\$	111,206.88		
3221-3	Port Police Officer III	4292	HR	\$	42.92	\$	45.31	\$	47.84
				\$		\$	50.51	\$	53.33
				\$		\$	56.30		
			BW	\$	3,433.60	\$	3,624.80	\$	3,827.20
				\$		\$	4,040.80	\$	4,266.40
				\$		\$	4,504.00		
			YR	\$	89,616.96	\$	94,607.28	\$	99,889.92
				\$		\$	105,464.88	\$	111,353.04
				\$		\$	117,554.40		
3222-0	Port Police Sergeant	5484	HR	\$	54.84	\$	57.90	\$	61.13
				\$		\$	64.54	\$	68.14
				\$		\$	71.94		
			BW	\$	4,387.20	\$	4,632.00	\$	4,890.40
				\$		\$	5,163.20	\$	5,451.20
				\$		\$	5,755.20		
			YR	\$	114,505.92	\$	120,895.20	\$	127,639.44
				\$		\$	134,759.52	\$	142,276.32
				\$		\$	150,210.72		

FOR ILLUSTRATIVE PURPOSES ONLY. The method of compensation for computing these rates is detailed in Article 6.1.

MOU 38
Salary Appendix C
Operative on June 30, 2024

<u>Code</u>	<u>Class Title</u>	<u>Range</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
3221-1	Port Police Officer I	3758	HR	\$	37.58				
			BW	\$	3,006.40				
			YR	\$	78,467.04				
3221-F	Port Police Officer F	3962	HR	\$	39.62				
			BW	\$	3,169.60				
			YR	\$	82,726.56				
3221-2	Port Police Officer II	4179	HR	\$	41.79	\$	44.12	\$	46.58
				\$	49.18	\$	51.92	\$	54.81
			BW	\$	3,343.20	\$	3,529.60	\$	3,726.40
				\$	3,934.40	\$	4,153.60	\$	4,384.80
			YR	\$	87,257.52	\$	92,122.56	\$	97,259.04
				\$	102,687.84	\$	108,408.96	\$	114,443.28
3238-0	Port Police Specialist	4179	HR	\$	41.79	\$	44.12	\$	46.58
				\$	49.18	\$	51.92	\$	54.81
			BW	\$	3,343.20	\$	3,529.60	\$	3,726.40
				\$	3,934.40	\$	4,153.60	\$	4,384.80
			YR	\$	87,257.52	\$	92,122.56	\$	97,259.04
				\$	102,687.84	\$	108,408.96	\$	114,443.28
3221-3	Port Police Officer III	4418	HR	\$	44.18	\$	46.64	\$	49.24
				\$	51.99	\$	54.89	\$	57.95
			BW	\$	3,534.40	\$	3,731.20	\$	3,939.20
				\$	4,159.20	\$	4,391.20	\$	4,636.00
			YR	\$	92,247.84	\$	97,384.32	\$	102,813.12
				\$	108,555.12	\$	114,610.32	\$	120,999.60
3222-0	Port Police Sergeant	5693	HR	\$	56.93	\$	60.10	\$	63.45
				\$	66.99	\$	70.73	\$	74.67
			BW	\$	4,554.40	\$	4,808.00	\$	5,076.00
				\$	5,359.20	\$	5,658.40	\$	5,973.60
			YR	\$	118,869.84	\$	125,488.80	\$	132,483.60
				\$	139,875.12	\$	147,684.24	\$	155,910.96

FOR ILLUSTRATIVE PURPOSES ONLY. The method of compensation for computing these rates is detailed in Article 6.1.

MOU 38
Salary Appendix D
Operative on June 29, 2025

Code	Class Title	Range		1	2	3	4	5	6
3221-1	Port Police Officer I	3864	HR	\$	38.64				
			BW	\$	3,091.20				
			YR	\$	80,680.32				
3221-F	Port Police Officer F	4074	HR	\$	40.74				
			BW	\$	3,259.20				
			YR	\$	85,065.12				
3221-2	Port Police Officer II	4296	HR	\$	42.96	\$	45.36	\$	47.89
				\$	50.56	\$	53.38	\$	56.36
			BW	\$	3,436.80	\$	3,628.80	\$	3,831.20
				\$	4,044.80	\$	4,270.40	\$	4,508.80
			YR	\$	89,700.48	\$	94,711.68	\$	99,994.32
				\$	105,569.28	\$	111,457.44	\$	117,679.68
3238-0	Port Police Specialist	4296	HR	\$	42.96	\$	45.36	\$	47.89
				\$	50.56	\$	53.38	\$	56.36
			BW	\$	3,436.80	\$	3,628.80	\$	3,831.20
				\$	4,044.80	\$	4,270.40	\$	4,508.80
			YR	\$	89,700.48	\$	94,711.68	\$	99,994.32
				\$	105,569.28	\$	111,457.44	\$	117,679.68
3221-3	Port Police Officer III	4543	HR	\$	45.43	\$	47.96	\$	50.63
				\$	53.45	\$	56.43	\$	59.58
			BW	\$	3,634.40	\$	3,836.80	\$	4,050.40
				\$	4,276.00	\$	4,514.40	\$	4,766.40
			YR	\$	94,857.84	\$	100,140.48	\$	105,715.44
				\$	111,603.60	\$	117,825.84	\$	124,403.04
3222-0	Port Police Sergeant	5951	HR	\$	59.51	\$	62.83	\$	66.33
				\$	70.03	\$	73.93	\$	78.05
			BW	\$	4,760.80	\$	5,026.40	\$	5,306.40
				\$	5,602.40	\$	5,914.40	\$	6,244.00
			YR	\$	124,256.88	\$	131,189.04	\$	138,497.04
				\$	146,222.64	\$	154,365.84	\$	162,968.40

FOR ILLUSTRATIVE PURPOSES ONLY. The method of compensation for computing these rates is detailed in Article 6.1.

MOU 38
Salary Appendix E
Operative on June 28, 2026

Code	Class Title	Range		1	2	3	4	5	6
3221-1	Port Police Officer I	3970	HR	\$	39.70				
			BW	\$	3,176.00				
			YR	\$	82,893.60				
3221-F	Port Police Officer F	4187	HR	\$	41.87				
			BW	\$	3,349.60				
			YR	\$	87,424.56				
3221-2	Port Police Officer II	4415	HR	\$	44.15	\$	46.61	\$	49.21
				\$	51.95	\$	54.85	\$	57.91
			BW	\$	3,532.00	\$	3,728.80	\$	3,936.80
				\$	4,156.00	\$	4,388.00	\$	4,632.80
			YR	\$	92,185.20	\$	97,321.68	\$	102,750.48
				\$	108,471.60	\$	114,526.80	\$	120,916.08
3238-0	Port Police Specialist	4415	HR	\$	44.15	\$	46.61	\$	49.21
				\$	51.95	\$	54.85	\$	57.91
			BW	\$	3,532.00	\$	3,728.80	\$	3,936.80
				\$	4,156.00	\$	4,388.00	\$	4,632.80
			YR	\$	92,185.20	\$	97,321.68	\$	102,750.48
				\$	108,471.60	\$	114,526.80	\$	120,916.08
3221-3	Port Police Officer III	4669	HR	\$	46.69	\$	49.29	\$	52.04
				\$	54.94	\$	58.00	\$	61.23
			BW	\$	3,735.20	\$	3,943.20	\$	4,163.20
				\$	4,395.20	\$	4,640.00	\$	4,898.40
			YR	\$	97,488.72	\$	102,917.52	\$	108,659.52
				\$	114,714.72	\$	121,104.00	\$	127,848.24
3222-0	Port Police Sergeant	6210	HR	\$	62.10	\$	65.56	\$	69.22
				\$	73.08	\$	77.15	\$	81.45
			BW	\$	4,968.00	\$	5,244.80	\$	5,537.60
				\$	5,846.40	\$	6,172.00	\$	6,516.00
			YR	\$	129,664.80	\$	136,889.28	\$	144,531.36
				\$	152,591.04	\$	161,089.20	\$	170,067.60

If the Tier 6 Charter Amendment fails, this salary appendix will represent final base wages in the 2022-2027 MOU.

APPENDIX F

SALARY NOTES

Note 1 Hazardous Materials Unit Pay

Whenever a bargaining unit member is regularly assigned to the Hazardous Materials Unit and performs hazardous materials work, the member shall receive additional compensation of 5.5% above their corresponding step rate. This Hazardous Materials Unit pay is an “Adds to Rate” and is pension based.

Note 2 Canine Handler Pay

- A. Whenever a Unit member is regularly assigned as a canine handler, they shall receive additional compensation of 11% above their corresponding step rate. This canine handler pay is an “Adds to Rate” and is pension based.
- B. A Unit member assigned as canine handler shall be entitled to ten hours of on-duty time (cash) or compensatory time off (CTO), at the discretion of Harbor Department Management, at the rate of straight time in each pay period for the purpose of feeding and caring for their assigned dog.
- C. A Unit member assigned as a canine handler with responsibility for two or more canines shall be entitled to 12.5 hours of cash or CTO, at the discretion of Harbor Department Management, at the rate of straight time in each pay period for the purpose of feeding and caring for the dogs.

Note 3 Motorcycle Pay

- A. Whenever a Unit member is regularly assigned to ride a two-wheel motorcycle for law or code enforcement purposes, they shall receive additional compensation of 11% above their corresponding step rate. This motorcycle pay is an “Adds to Rate” and is pension based.

Note 4 Investigations Unit Pay

- A. Whenever a Unit member (1) is regularly assigned to the Investigations Unit, (2) has completed a POST certified Detective training curriculum, and (3) performs detective work in the course of the duties as assigned by the Harbor Department, they shall receive additional compensation of 5.5% above their corresponding step rate. This investigations unit pay is an “Adds to Rate” and is pension based.

Note 5 Community Relations/Special Event Pay

Whenever a bargaining unit member is assigned to the Port Police Community Relations/Special Events Unit, the member shall receive additional compensation of 5.5% above their corresponding step rate. This Community Relations/Special Events Unit pay is an “Adds to Rate” and is pension based.

Note 6 Maritime Operations Division Pay

- A. Whenever a bargaining unit member (1) is regularly assigned to the Maritime Operations Division and (2) works as a Sea Marshall, Coxswain, Dive Team member, or other position as designated by Harbor Department Management, the member shall receive additional compensation of 8.25% above their corresponding step rate. This Maritime Operations Division pay is an “Adds to Rate” and is pension based.
- B. In addition to the provisions of Note 5.A., any bargaining unit member regularly assigned to the Maritime Operations Division who successfully obtains and possesses a United States Coast Guard License shall receive additional compensation of 2.75% above their corresponding step rate. This Maritime Operations Division pay is an “Adds to Rate” and is pension based.

Note 7 Training Pay—Regularly Assigned

- A. Whenever a bargaining unit member is designated by Harbor Department Management as a trainer, the member shall receive additional compensation of 2.75% above their corresponding step rate. This training pay is an “Adds to Rate” and is pension based.
- B. Effective December 31, 2023, the rate of compensation paid to a member under this provision shall be 5.5% above their corresponding step rate. This training pay is an “Adds to Rate” and is pension based.
- C. A Unit member who has been designated as a trainer by Harbor Department Management under Note 6 shall receive the bonus amount received by the Unit member’s trainee (as provided for in Notes 1 through 5) if they are qualified and meet the established criteria of the trainee’s position.

Note 8 Maritime Law Enforcement Training Certification (MLETC) Pay

- A. Whenever a unit member (1) has successfully completed all relevant and required course work and has earned and been issued a Maritime Law Enforcement Certificate, (2) is not regularly assigned to the Maritime Operations Unit, and (3) is not receiving Maritime Operations Unit Pay as provided for in Note 5 above, and (4) under normal circumstances and whenever possible, is rotated periodically by

the Department through patrol boats, the member shall receive additional compensation of \$76.00 biweekly. Effective July 7, 2019, additional compensation under this Salary Note shall be five dollars per hour.

- B. This additional compensation is an “Adds to Pay” and is not pension based. Effective July 7, 2019, this additional compensation shall be an “Adds to Rate” and shall be pensionable.
- C. Effective December 31, 2023, whenever a unit member (1) has successfully completed all relevant and required course work and has earned and been issued a Maritime Law Enforcement Certificate, (2) is not regularly assigned to any specialized unit addressed in Notes 1 through 7 above, and (3) under normal circumstances and whenever possible, is rotated periodically by the Department through patrol boats, the member shall receive additional compensation of five dollars per hour.
- D. If a unit member is (1) assigned to any specialized unit addressed in Notes 1 through 7 prior to December 31, 2023, (2) receiving additional compensation for being assigned to any specialized unit addressed in Notes 1 through 7 above, and (3) receiving additional compensation in the amount of five dollars per hour pursuant to Note 8 A. herein, the unit member shall retain their five dollars per hour rate for the duration of their eligibility in this bargaining Unit regardless of assignment in the Port Police Division.
- E. If a unit member is (1) assigned to any specialized unit addressed in Notes 1 through 7 effective on or after December 31, 2023, (2) receiving additional compensation for being assigned to any specialized unit addressed in Notes 1 through 7 above, and (3) qualifies for additional compensation pursuant to Note 8 A. herein, the amount of additional compensation shall be two dollars fifty cents per hour.

Note 9 Training Pay—Occasionally Assigned

- A. Whenever a bargaining unit member who does not earn additional compensation under Salary Note 7 above is required by Harbor Department Management to provide training, regardless of the audience, the member shall receive \$125 per pay period regardless of the amount of training performed in that particular pay period. This training pay is an “Adds to Pay” and is not pension based.
- B. Effective December 31, 2023, the rate of compensation paid to a member under this provision shall be \$240 per pay period regardless of the amount of training performed in that particular pay period. This training pay is an “Adds to Pay” and is not pension based.

- C. A bargaining unit member assigned to work as an occasional trainer under this article must qualify to receive additional compensation as provided for in all other salary notes in this MOU and shall not receive additional compensation by virtue of training another employee who qualifies for and earns additional compensation under another salary note.
- D. Loss of this pay due to reassignment or other Management decision is not grievable or arbitrable.

Note 10 Daily Assignment Pay

- A. Whenever a bargaining unit member (1) is assigned to the Port Police Dive Team and (2) engages in a dive in any one contiguous shift (regardless of the type of time, i.e., regular or overtime), the member shall receive \$35.00 for each day so assigned. Unit members assigned to the Port Police Dive Team shall possess a valid certification as a diver and shall pass a Department-approved annual SCUBA medical examination. The costs of said medical examination shall be borne by the Harbor Department. Said medical examination shall occur during regular duty hours.
- B. Whenever a bargaining unit member (1) is assigned to the Air Operations Unit in any one contiguous shift (regardless of the type of time, i.e., regular or overtime) and (2) acts as an aerial observer in a helicopter during that shift, the member shall receive \$35.00 for each shift so assigned.
- C. Whenever a bargaining unit member (1) performs hazardous materials inspection work in any one contiguous shift (regardless of the type of time, i.e., regular or overtime) and (2) completes a minimum of one Tank Vessel Inspection Report, Harbor Facility Inspection Report, or Preliminary/Post Hazardous Materials Incident Report, the member shall receive \$35.00. To be eligible to receive the daily rate pay, a unit member shall (1) have conducted at least one inspection during their work shift and (2) submit the completed report(s) to Management prior to end of watch. A bargaining unit member shall receive the daily rate pay upon Management's review and approval of the completed report(s). The total maximum amount paid to a member for any one shift shall be \$35.00, even if the member completes more than one report during any one work shift. Credit for reports resulting from the same inspection shall not be saved, transferred, and/or utilized from one work shift to the next. A bargaining unit member shall wear all appropriate safety gear/equipment provided by Management to perform the inspections.
- D. All daily rate pay provisions contained in Note 10 are Adds to Pay and are not pension based. Bonus amounts provided for in Salary Notes 10.A, 10.B, and 10.C are mutually exclusive, i.e., a member shall be eligible to receive only one \$35 payment per shift for performing one or more duties described.

Note 11 Stand By Pay

Whenever a bargaining unit member, during their off-duty hours, is required by the Port Warden II or designee or immediate supervisor, to standby, the member will receive one hour of compensation for every six hours of time that the member is required to standby. As used herein, “standby” means that the employee must be reachable by telephone, answering service, or answering machine and must upon contact respond to a work location within one hour. This bonus is an “Adds to Pay” and is not pension based.

Note 12 Port Police Sergeants—Watch Commander

- A. Notwithstanding LAAC Section 4.62.2, whenever a Port Police Sergeant is designated and assigned by Management to act as a Watch Commander in the absence of a regularly assigned Watch Commander and Assistant Watch Commander, they shall receive additional compensation of five dollars per hour for every hour they are so assigned. If the Port Police Sergeant is transferred to another unit which results in performing duties and responsibilities unrelated to Watch Commander work, the member shall be ineligible to receive this additional compensation. This additional compensation shall be a pensionable amount paid as an “Adds to Pay.”
- B. The designation of a lead assignment shall be a Management prerogative and may occur at any time Management deems appropriate. Management shall not make such assignment on the basis of nepotism, favoritism, or other improper basis. Such Management decisions shall be final and conclusive and shall not be subject to the grievance procedure herein except that such assignment shall be subject to the grievance process if the basis for the grievance is that the assignment was made on the basis of nepotism, favoritism, or other improper basis. Nothing in this Salary Note, however, is intended to deny the additional compensation specified above to an employee who has been assigned and has performed the lead assignment or acted as a Watch Commander in accordance with the provisions of this Salary Note and this MOU.

Note 13 Qualification for Hazard Pay

In order to receive any additional compensation under Notes 1 through 12 listed in this appendix, a Unit member shall be (1) required to maintain any and all proper certification(s) and (2) assigned by Harbor Department Management. In the event that either condition is not valid, the bargaining unit member shall no longer be eligible for the additional compensation. Loss of eligibility is not grievable.

APPENDIX G

DRUG TESTING AGREEMENT

Agreement Between the Los Angeles Harbor Department and the Los Angeles Port Police Association Regarding Coast Guard Mandated Drug Testing

The Harbor Department ("Department") of the City of Los Angeles ("City") and the Los Angeles Port Police Association ("Union") enter into this Agreement to specify the initial, post-accident, periodic, random, and reasonable cause drug and alcohol testing of the Port Police Officers and Port Police Sergeants ("Sworn Officers") so as to conform to the procedures set forth in the United States Coast Guard ("USCG") requirements for chemical drug and alcohol testing for commercial vessel personnel, as contained 46 CFR Parts 4, 5, and 16.

Both parties agree that this Agreement may be reviewed at the request of either party to incorporate changes in procedures made necessary by changes in applicable USCG regulations or by applicable legal decisions. It is further agreed by both parties that disputes concerning the interpretation or application of this policy and procedure may be pursued by Sworn Officers through the grievance procedure outlined in their Memorandum of Understanding.

Any disciplinary action contemplated by the Department as the result of a positive test for alcohol or drugs will be decided on an individual, case by case bases, and shall be consistent with the disciplinary action guidelines outlined in Section 2.120 of the Department's Employee Manual. Further, any such disciplinary action taken by the Department shall be subject to the grievance procedure or appeal to the City's Board of Civil Service Commissioners consistent with Section 1016 of the Los Angeles City Charter.

Additionally, any such contemplated disciplinary action may be considered by the Department independently of any action that may be taken by the USCG as a result of a positive test for drugs or alcohol. Sworn Officers will have access to and may utilize the Department's Employee Assistance Program at any time while they are employed by the Department.

Prior to the initiation of testing, all Sworn Officers shall be given a copy of this Agreement and at any time this testing program is in place a Sworn Officer will be provided with a copy of this Agreement upon request.

Post-Accident Testing

The Department will arrange to test a Sworn Officer for both drugs and alcohol when the Sworn Officer is directly involved in a serious marine accident as defined in 46 CFR 4.03-2. The Sworn Officer's direct involvement will be determined by the Port Warden or their designee. Such direct involvement is defined in 46 CFR 4.03-4.

The tests will be conducted as soon as practicable after the incident and the Sworn Officer will be accompanied to the test location by the Port Warden or their designee.

The testing procedure to be followed is described in Attachment #1.

Random Testing

All Sworn Officers holding licenses issued by the USCG will be subject to unannounced, random testing as described in 46 CFR 16.230. Sworn Officers will be selected for such testing through a computerized, random selection procedure conducted by the Department's Human Resources Division. The random testing selection procedure will make all Sworn Officers holding licenses issued by the USCG subject to each random test conducted.

Sworn Officers selected through this procedure will be directed by the Human Resources Division to report to the test site. Such testing will be conducted on City time and Sworn Officers will be paid for time spent undergoing such tests.

The specific testing procedure to be followed is described in Attachment #2. The number of such random tests annually conducted will be equal to at least 50% of the Sworn Officers subject to such testing.

Periodic Testing

Sworn Officers will be required to undergo a chemical test for dangerous drugs when they are required to take a physical examination as a condition of maintaining their USCG-issued license. At the present time, 46 CFR 10.709 requires that Sworn Officers undergo an annual physical examination in order to maintain their license. Therefore, the required chemical drug test will be conducted at the same time as the physical examination, and the specific testing procedure to be followed is described in Attachment #2.

Such testing will be conducted on City time and Sworn Officers will be paid for time spent undergoing such tests.

Reasonable Cause Testing

The Department may require that Sworn Officers submit to a chemical test for dangerous drugs when there is reasonable cause to suspect such usage, consistent with 46 CFR 16.250. Information concerning specific procedures for establishing reasonable cause and the specific testing procedure to be followed is described in Attachment #3.

The Union does not hereby waive any rights it has or may have to contest the applicability of USCG requirements for chemical drug and alcohol test to the Sworn Officers on any grounds.

APPENDIX G—ATTACHMENT #1

DRUG TESTING AGREEMENT

Specific Procedures to be Used When Conducting Post-Accident Chemical Drug and Alcohol Tests

1. USCG Regulations (46 CFR 4.06) require that marine employers conduct chemical testing following serious marine incidents involving vessels in commercial service. The Port Warden or their designee will determine whether or not an accident involving a Sworn Officer meets the criteria established for serious marine incidents as defined by the USCG.
2. If it is determined that the specific occurrence meets the criteria, and it is further determined that the Sworn Officer was directly involved in such an incident (based on criteria established in 46 CFR 4.06-5), the Sworn Officer will be directed to undergo a chemical test for drugs and alcohol.
3. When the Port Warden or their designee determines that a Sworn Officer has been directly involved in a serious marine incident, the Sworn Officer will be directed to undergo a chemical test for drugs and alcohol to be conducted by a medical facility authorized by the City's Medical Director. Once a determination has been made to direct the Sworn Officer to undergo such testing, the Sworn Officer shall be given a reasonable time to consult with a representative of their choice. Such request and consultation should not, however, delay the timely transport and testing of the Sworn Officer. The testing should be conducted as soon as practicable after the incident. The testing will be conducted on City time and the Sworn Officer will be transported to the test site accompanied by either the Port Warden or their designee.
4. The testing procedures to be used when conducting a chemical test for drugs are outlined in Attachment #2 of this Agreement.
5. Testing for the presence of alcohol will be done via a blood alcohol test conducted by medical staff at the City-authorized medical facility. Blood specimens will be taken only by qualified medical personnel and will be handled and shipped to a qualified testing laboratory. A proper chain of custody will be maintained and specimens will be shipped to a laboratory in a cooled condition as required by 46 CFR 4.06-40(a).
6. The laboratory will provide analysis of the specimen and produce a complete analysis report and such report will be sent to the Medical Review Officer (MRO) at the City-authorized medical facility. The MRO will review the report as required by 49 CFR 40.27 to determine whether or not there is a legitimate medical explanation. The MRO will submit their findings to the Department.
7. Standards for determining whether or not an individual is intoxicated are established in 33 CFR 95.020.

APPENDIX G—ATTACHMENT #2

DRUG TESTING AGREEMENT

Specific Testing Procedures to be Used When Conducting Initial, Periodic, and Random Chemical Drug Tests

1. Sworn Officers may be tested for the drugs identified in 46 CFR 16.350 (Marijuana, Cocaine, Opiates, Phencyclidine [PCP], and Amphetamines).
2. Testing procedures will conform to the urine collection and chain of custody procedures outlined in Attachment A.
3. The test will be conducted by a medical facility authorized by the City's Medical Director, and each employee shall provide a split urine sample at that location. Two portions of the sample will be collected in two separate collection kits and the samples, if necessary, will be sent to two separate laboratories. Each laboratory shall be certified by the Department of Health and Human Services as meeting the requirements of 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs).
4. One sample shall be analyzed. If the initial screening is negative, the employee shall be deemed to have passed the test. If it is positive, a confirmatory test using Gas Chromatography/Mass Spectrometry (GC/MS) method will be conducted. If the confirmatory test is negative, the employee will be deemed to have passed the test.

If the confirmatory test is positive, the Department shall direct that the second sample be tested using the GC/MS method. In either case, the Sworn Officer will be notified of the test result by a representative of the medical staff of the City-authorized medical facility.

That second sample will be sent to a different laboratory, certified by the Department of Health and Human Services as meeting the requirements of 49 CFR Part 40. At the employee's request, they may be present when the second sample is prepared to be sent to the laboratory. If the second sample is negative, the employee shall be deemed to have passed the test. If the second sample is positive, the results of all tests will be reviewed and interpreted by the MRO at the City-authorized medical facility.

5. The employee may, at their own expense, request that the test results be reviewed and interpreted by a medical consultant of their choosing. The employee's medical consultant shall have the same investigatory rights and powers of the MRO at the City-authorized facility.

6. The MRO shall interview the employee and determine whether the employee has taken any medicine or food that could affect the results of the tests and/or if there are any other reasons for the positive test results other than the usage of illegal drugs. The employee shall, at their request, have a Union representative and medical consultant present during this interview.

The statements made by the employee, the Union representative, and/or medical consultant shall be confidential. If requested by the employee, the MRO at the City-authorized medical facility will consult with, and consider the opinion of, the employee's medical consultant prior to making a determination.

Based on all the information available, the MRO at the City-authorized medical facility shall make a preliminary determination. That preliminary determination will be communicated to the Sworn Officer, but will not become, in any fashion, part of the Sworn Officer's permanent personnel file.

7. The MRO at the City-authorized medical facility shall consult, at the request of the Sworn Officer, with the Sworn Officer's medical consultant prior to presenting his final report to the Department.
8. The Department will inform the Sworn Officer of the MRO's determination. Within two calendar days of receiving this determination, the Sworn Officer may request a review of the test results by the City's Medical Director. Upon such a request, the City's Medical Director will interview the Sworn Officer with, at the request of the Sworn Officer, a Union representative and/or medical consultant, consider the information provided by both the Sworn Officer's medical consultant and the MRO, review and interpret the test results, and make a determination that the results are either positive or negative. Such a determination made by the City's Medical Director shall be final for the purposes of satisfying the USCG requirements concerning drug testing.

APPENDIX G—ATTACHMENT #3

DRUG TESTING AGREEMENT

Specific Procedures to be Used When Conducting Reasonable Cause Chemical Drug Tests

1. Consistent with 46 CFR 16.250, the Department may require that a Sworn Officer undergo a drug test where there is a reasonable basis to believe that the Sworn Officer may be under the influence of drugs. Such a reasonable basis shall be established either by an admission on the part of the Sworn Officer or by direct observations of abnormal behavior by a supervisor or lead person provided, however, that wherever practicable, such observations shall be corroborated by a second observer.
2. When a supervisor or lead person believes there is such reasonable cause to test a Sworn Officer for drugs, the supervisor or lead person may direct the Sworn Officer to undergo such a test to be conducted by the medical staff of a medical facility authorized by the City's Medical Director.

Once a decision is made to direct the Sworn Officer to undergo such testing, the Sworn Officer shall be informed of the decision and, if requested, the Sworn Officer shall be given a reasonable opportunity to consult with the Union. Such request should not, however, delay the transport and testing of the Sworn Officer. The Sworn Officer to be tested will be accompanied to the test site by the requesting supervisor who will complete a written request to test (See Attachment #4). Any corroborating witnesses will be identified on the written request form.

3. The examining physician of the City-authorized medical facility will review the written request to test form and then interview the supervisor requesting the test and the Sworn Officer to be tested. The examining physician will then determine whether there is a sufficient basis to conduct a drug test.
4. Should the physician determine that the Sworn Officer's condition is related to a medical condition other than possible drug use, the physician will also determine whether or not the Sworn Officer is fit to return to duty and will refer the Sworn Officer to their personal physician. The Sworn Officer may then be taken off duty pending review and treatment by the Sworn Officer's personal physician.
5. Should the physician determine that a drug test is warranted, the testing procedure will follow the procedure described in Attachment #2. In all cases the supervisor shall wait for the Sworn Officer to complete all tests and interviews and, upon completion of the examination, will be responsible for transporting the Sworn Officer back to the Port Police Offices. All interviews and tests will be conducted on City time and Sworn Officers will be paid for time spent undergoing such tests.

Urine Collection and Chain of Custody Procedure for Drug Screening

Informed Consent

1. The employee signs a statement of informed consent, which authorizes the drug screen and allows release of the test results to a City physician.
2. The employee's signature is witnessed by the medical assistant charged with collection of the urine specimen.

Urine Collection

1. The employee is taken to a separate room and instructed to disrobe completely except for an examination gown provided by the medical assistant.
2. The employee is required to wash their hands prior to collection of the urine sample.
3. The restroom used for urine collection will not have any water provided to the sink and the toilet bowl will have colored dye for water.
4. The employee is instructed to void into the collection kit bottle and they is not allowed to take any clothes, purse, bags, or other items into the restroom.
5. Once the employee has provided the urine specimen, it will be tested for pH and specific gravity and recorded by the medical assistant.

Chain of Custody

1. In the presence of the employee, the medical assistant will cap the bottles and place a tamper-proof seal over each cap.
2. The employee will initial the label on each bottle and sign the Chain of Custody form indicating that the urine sample is their own, was sealed in their presence, and the specimen bottles were initialed by the employee.
3. The medical assistant then certifies the date of the urine collection on the Chain of Custody form and signs a statement that the sample was duly sealed, the sample bottle bear the initials of the employee, and the employee's signature was witnessed.
4. At this time, the employee is given the opportunity to declare all drugs (prescription, over-the-counter, etc.) used over the past 30 days, and this is recorded on the Chain of Custody form.

5. A copy of the Chain of Custody form is put inside a plastic bag with each bottle and the specimens are placed under refrigeration. The first bottle will be picked up and delivered by the courier to the laboratory.
6. When picking up the specimens, the courier will check the urine sample bottles to ensure they are in good condition and the seals are still intact. The courier will document this information on each Chain of Custody form and deliver the samples with the Chain of Custody forms to the laboratory.
7. The laboratory technologist/technician assigns an individual accession number to each sample and records the number, date and time received, and their name on the Chain of Custody form.
8. The technologist/technician also documents on the Chain of Custody form whether the sample was received in good condition with the seal intact. Should a seal be broken, testing procedures would not be conducted and a second urine sample will be requested.
9. Testing of a urine sample is begun by breaking the seal on the bottle and removing a portion of the sample for testing. The original sample bottle with the remainder of the specimen is immediately placed in a locked storage container.

FOR THE UNION:



Angelo Cumpian
Los Angeles Port Police Association

12-05-23

Date

FOR THE DEPARTMENT:

Gene Seroka
Executive Director

Date

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 contained in this MOU remain the same.

Benefit Time Expressed in Days and Hours

Type of Time	Days	Hours
Family Illness Injured On Duty ¹ Preventative Medicine ² Sick Leave Suspension Vacation	1	8
Military Leave ³	30	174
Bereavement Leave ⁴ Per occurrence Requiring 1,500+ miles of travel	3 2	N/A

1 The maximum number of hours in a fiscal year is 2,088.

2 Includes employee's family and is not in addition to sick leave. See Article 5.5.

3 The maximum number of hours in a fiscal year is 174.

4 Bereavement Leave is counted in days, not hours, and must be used within 370 days from the day of death.

APPENDIX I

RETIREMENT BENEFITS

A. Fire and Police Pensions

Pursuant to Charter Section 1700, et seq., any Unit member hired on or after January 8, 2006, shall be a member of the Fire and Police Pension System. Retirement benefits shall be administered and shall accrue in accordance with Charter Section 1700 et seq.

B. LACERS Tier 1

1. Any Unit member hired prior to January 8, 2006, who elected to remain a member of the Los Angeles City Employees' Retirement System ("LACERS") shall remain in LACERS as a Tier 1 member, pursuant to the provisions of LAAC Section 4.1002.
2. For Unit members identified in B.1. above, pursuant to LAAC Section 4.1003 (a), beginning November 8, 2009, all members of LACERS Tier 1 shall contribute by salary deduction six percent of their pension-based compensation, of which one-half percent shall be the survivor portion and the remaining five and one-half percent shall be the normal contribution. All contributions shall be made applicable with State and federal laws regulating pensions contributions.
3. For Unit members identified in B.1. above, pursuant to LAAC Section 4.1003 (b), commencing July 1, 2011, and ending June 30, 2026, or when the Early Retirement Incentive Program Cost Obligation is fully paid (delineated in LAAC Section 4.1033), whichever comes first, in lieu of a six-percent retirement contribution specified in LAAC Section 4.1003 (a), Tier 1 members shall contribute by salary deduction seven percent of their pension-based compensation, of which one-half percent shall be the survivor portion, five and one-half percent shall be the normal contribution, and one percent shall be the Early Retirement Incentive Program Cost Obligation.
4. For Unit members identified in B.1. above, notwithstanding LAAC Section 4.1003 (c) (2), effective July 1, 2012, Unit members shall contribute an additional four percent of their pre-tax, pension-based compensation to defray a portion of the City's cost of providing retiree health insurance. The additional four percent thereby results in a total flat rate employee retirement contribution rate of eleven percent in accordance with the above provisions. This additional four percent

contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter and Administrative Code provisions.

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members (in the retirement system about which modifications are proposed) are affected shall be recommended to the City Council by Management as affecting the membership of all employees in the retirement or pension plan. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from Management to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members (in the retirement system about which modifications are proposed) as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.
4. Division 4, Chapter 11, Article 2 of the LAAC provides a retiree health benefit for LACERS Tier 1 employees. Commencing July 1, 2012, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for Tier 1 employees the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1111(c) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

The parties further agree that should any of the provisions of this Appendix, or of any subsequent MOUs which incorporate these sections, be enjoined or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.