

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING NO. 26
PORT PILOTS REPRESENTATION UNIT**

**THIS AMENDMENT NO. 1 to the 2017-2027 Port Pilots Representation Unit
Memorandum of Understanding No. 26 is made and entered into
this 2nd day of June 2023**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

THE LOS ANGELES PORT PILOTS ASSOCIATION, ILWU, LOCAL 68

June 25, 2017 through July 24, 2027

AMENDMENT NO. 1
PORT PILOTS REPRESENTATION UNIT (MOU 26)

The Los Angeles Port Pilots Association, ILWU, Local 68 and the City of Los Angeles have reached agreement on the following MOU amendment.

ARTICLE 37 HOLIDAY PREMIUM PAY

A. Notwithstanding any provisions of LAAC Section 4.119 (Legal Holidays for Employees) that may conflict, the following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr.'s Birthday (the third Monday in January)
3. Washington's Birthday (the third Monday in February)
4. Cesar E. Chavez Birthday (the last Monday in March)
5. Memorial Day (the last Monday in May)
6. Juneteenth (June 19)
7. Independence Day (July 4)
8. Labor Day (the first Monday in September)
9. Indigenous Peoples' Day (the second Monday in October)
10. Veteran's Day (November 11)
11. Thanksgiving Day (the fourth Thursday in November)
12. The Friday after Thanksgiving Day
13. Christmas Day (December 25)
14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the Council by resolution.

B. An employee who works on any holiday listed in Article 37 A. of this MOU will be compensated one hour of premium pay for each hour worked during the Unit member's regular schedule. The premium pay provided in this Article shall be in addition to the compensation paid for regular hours worked. Overtime worked on a holiday listed above shall be paid at the rate of time and one-half of the hourly

rate listed in the appropriate salary appendices of this MOU. In order to qualify for holiday premium pay, an employee must have (1) worked his/her assigned shift immediately before, and his/her assigned shift immediately after the holiday, or (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked.

- C. For the purposes of administering this Article, holidays shall be deemed to coincide with the shift starting and ending times. An employee will therefore be entitled to the provisions of this Article only if his/her actual shift starting time falls on the holiday.
- D. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.

Holiday-In-Lieu Bank

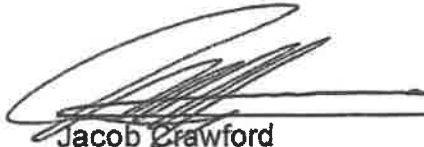
- E. In addition to annual vacation benefits provided for in Article 22 of this MOU, each Unit member shall be credited with 112 hours of time off in lieu of holiday time ("Holiday Time") on January 1st of each calendar year. This additional benefit is provided as a replacement for holiday benefits that were modified.
- F. At the end of each calendar year, each bargaining Unit member shall be paid for the lesser amount of 80 hours or all unused time remaining in the Holiday Time bank. For example, if the member has 50 hours of unused Holiday Time at the end of the calendar year, payment shall be made for 50 hours of time; if the member has 90 hours, payment shall be made for 80 hours. Time shall be paid at the Unit member's base hourly rate of pay listed in the salaries appendix of this MOU that covers the specific point in time of payment.
- G. Unspecified holiday time shall be taken in accordance with the following requirements:
 - 1. Management shall establish a separate bank of Holiday Time for each bargaining Unit member in which time shall be credited as described above in this Article.
 - 2. The request and authorization to use Holiday Time shall be made and granted consistent with practices for using and granting the use of other compensated leave, e.g., vacation time, compensated time off.
 - 3. Holiday Time must be used in hourly increments.
 - 4. Holiday Time must be taken during the calendar year in which it is credited. All unused Holiday Time shall be processed in accordance with procedures outlined in B above.

5. Holiday Time shall not be utilized to extend the date of any layoff or termination.

Except for the amendment specified herein, Articles and/or provisions of the 2017-2027 MOU No. 26 shall remain in full force and effect during the term of the MOU.

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


FOR THE UNION:



Jacob Crawford
President

05-25-2023
Date

FOR CITY OF LOS ANGELES:



Matthew W. Szabo
City Administrative Officer

June 2, 2023
Date

Approved as to Form and Legality:



Office of the City Attorney

6/1/2023
Date