

**MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION TO THE CITY COUNCIL  
REGARDING THE PORT OF LOS ANGELES COMMAND OFFICERS UNIT  
(MOU #27)**

**THIS MEMORANDUM OF UNDERSTANDING made and entered into this  
\_\_\_\_\_ day of August, 2015**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**LOS ANGELES PORT POLICE COMMAND OFFICERS ASSOCIATION**

**JULY 1, 2014 THROUGH JUNE 23, 2018**

## TABLE OF CONTENTS

Article	Title	Page
<b>1.0</b>	<b>GENERAL PROVISIONS</b>	
1.1	Recognition	1
1.2	Parties to this MOU	1
1.3	Implementation of this MOU	1
1.4	Full Understanding	2
1.5	Term	2
1.6	Calendar for a Successor MOU	2
1.7	Obligation to Support	3
1.8	Provisions of Law and Separability	3
1.9	Actions by the ERB	3
1.10	Management-Association Meetings	3
1.11	City Management Rights	4
1.12	City-Association Relationship	4
<b>2.0</b>	<b>ASSOCIATION SECURITY/EMPLOYEE RELATIONS</b>	
2.1	Non-Discrimination	6
2.2	Employment Opportunities	6
2.3	Work Access	6
2.4	Use of City Facilities	7
2.5	Bulletin Boards	7
2.6	Service Fees and Dues	7
<b>3.0</b>	<b>GRIEVANCES</b>	
3.1	Grievance Representation	8
3.2	Grievance Procedure	9
<b>4.0</b>	<b>ON THE JOB</b>	
4.1	Personnel Folders	14
4.2	Safety	14
4.3	A Drug Free Work Place	15
4.4	Hours of Work	16
4.5	Meal Periods	16
4.6	Subpoenaed as a Witness	17
4.7	Compensation for Court Appearances	17
4.8	Uniform and Equipment Allowance	18
4.9	Rain and Safety Gear	19
4.10	Marksmanship Bonus	20

<b>Article</b>	<b>Title</b>	<b>Page</b>
<b>5.0</b>	<b>BENEFITS</b>	
5.1	Retirement Benefits	21
5.2	Vacations	23
5.3	Holidays and Holiday Pay	24
5.4	Health and Dental Plans	27
5.5	Association Disability, Optical, and Life Insurance Programs	30
5.6	Sick Leave Benefits	30
5.7	Family Illness	31
5.8	Family and Medical Leave	31
5.9	Injured on Duty Pay	37
5.10	Bereavement Leave	37
5.11	Jury Service	38
5.12	Funeral Expenses	38
5.13	Assigned Vehicles	38
<b>6.0</b>	<b>COMPENSATION</b>	
6.1	Salaries and POST	39
6.2	Call Back Pay	42
6.3	Overtime	42
6.4	Compensation for Unusual Occurrences	43
6.5	Acting Pay	44
	<b>APPENDICES</b>	
	Appendix A – Salaries Operative July 1, 2014	46
	Appendix B – Salaries Operative July 3, 2016	47
	Appendix C – Salaries Operative July 9, 2017	48
	Appendix D – Salaries Operative January 7, 2018	49

## **SECTION 1.0 GENERAL PROVISIONS**

### **ARTICLE 1.1 RECOGNITION**

- A. On April 25, 2002, the Los Angeles Port Police Command Officers Association (“Association”) was certified by the Employee Relations Board (“ERB”) as the certified representative of employees in the Port of Los Angeles Command 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 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 (“CAO”) as the authorized management representative of the City, the authorized management representative of the Harbor Department (“Management”), 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 Management and the Association, and shall not be binding in whole or in part on the parties unless and until:
  - 1. The Association has notified the CAO 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. Management and the Association acknowledge that during the meet and confer process, each party 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 parties 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.

#### **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 1, 2014. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 23, 2018.
- 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 first meet and confer session shall begin no later than 90 calendar days prior to the expiration of this MOU, unless the Association and Management mutually agree otherwise.

## **ARTICLE 1.7 OBLIGATION TO SUPPORT**

The parties 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 nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees, or department heads, nor meet or communicate with the Mayor, members of the City Council, or department heads individually 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 parties to this MOU 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 of the City. If any part or provision of this MOU is 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 regulation and the remainder of this MOU shall not be affected thereby.
- B. If any term or provisions of this MOU is found to be in conflict with any City, State, or Federal law, the parties to this MOU 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 parties to this MOU 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 his/her designee) or the Management Representative of the department responsible for the implementation of this MOU, 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, City management has the exclusive right to: determine the mission of its constituent departments, offices, and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; select, promote, transfer, and/or discipline employees; 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 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. Department management has the authority to transfer and assign employees of the department. The parties agree that such transfers and assignments are not grievable and are not arbitrable regardless of the reason.
- 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 both upon the City and the Association during the term of this MOU.

### **B. Mutual Pledge of Accord**

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

### C. No Strike-No Lockout

1. In consideration of the mutual desire of Management and the Association to promote and ensure harmonious relations and in consideration of continuity of service to the public and 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 or other concerted action 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 the City 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 parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, color, national origin, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, Acquired Immune Deficiency Syndrome (AIDS) acquired or perceived, political beliefs, union activity, LGBT identity, or retaliation for having filed a discrimination complaint.

### **ARTICLE 2.2      EMPLOYMENT OPPORTUNITIES**

- A. The 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 his/her supervisor. Such time off with pay shall include travel time to and from the employee's workplace.

### **ARTICLE 2.3      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 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 Management to restrict access to areas designated as security or confidential.

#### **ARTICLE 2.4 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 2.5 BULLETIN BOARDS**

The Harbor 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. Management shall have the right to remove any material that is believed to be inappropriate for placement in the workplace.

#### **ARTICLE 2.6 SERVICE FEES AND DUES**

- A. During the term of this MOU, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the City Controller biweekly in twenty-four increments annually from the salary of each member in the Association who files with the City Controller a written authorization that such deductions be made.
- B. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of members covered hereunder shall be made to the Association by the City Controller within thirty working days after the conclusion of the month in which said dues and/or deductions were deducted.
- C. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a biweekly basis.

## **SECTION 3.0        GRIEVANCES**

### **ARTICLE 3.1        GRIEVANCE REPRESENTATION**

- A. The Association may designate a reasonable number of grievance representatives who must be Unit members, and shall provide each affected department with a written list of employees who have been so designated. Management will accept changes to the list presented by the Association as they are made. An employee may select a non-City employee as a grievance representative in place of an Association Representative at the employee's own expense. A grievance or Association representative if so requested may represent a grievant in the presenting of grievances at all levels of the grievance procedure for which the grievant and his/her representative may have a reasonable amount of paid time off. However, said representative will receive paid time off only if he/she is a member of the Association and in the same Unit as the grievant, is employed by the same department as the grievant, and is employed within a reasonable distance from the grievant's work location.
  
- B. An Association Representative who must leave his/her work location to represent a grievant must first obtain permission from his/her supervisor on a form provided by his/her department 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 Association 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 to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.
  
- C. Time spent on grievances outside of regular working hours of the grievant and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her Association Representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

## ARTICLE 3.2 GRIEVANCE PROCEDURE

### A. Definitions

A grievance is defined as any dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding is not a grievance.

### B. Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.
3. The grievant is responsible for discussing his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.
4. By mutual agreement, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and Management may waive one level of review from this grievance procedure.

5. Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and an authorized Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the authorized Association Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. The Association is to be notified of the resolution of all other formal grievances.

### C. Procedure

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

#### Step 1 - Informal Discussion

1. The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance. Said grievance shall be considered waived if not so presented to the immediate supervisor within ten calendar days following the day during which the event upon which the grievance is based occurred. Said ten (10) calendar days may be waived by mutual consent of the parties involved.
2. The immediate supervisor shall respond within five calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at Step 2.

#### Step 2 - First Level of Review

3. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, office or bureau upon the management designee to review the grievance at Step 2 within seven calendar days of receipt of the grievance response or, in the absence of a response by the immediate supervisor, at the expiration of the time limit for the immediate supervisor to respond at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.
4. If such written notice is served, the management designee shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 15 calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at Step 3.

### Step 3 - Second Level of Review

5. If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the management designee to review the grievance at Step 3 within seven calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.
6. If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 15 calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process his/her grievance at Step 4.

### Step 4 - Third Level of Review

7. If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within seven calendar days following receipt of the grievance response at Step 3. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the General Manager or his/her designee. The General Manager or his/her designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the grievant and his/her representative, if any, a written decision within 30 calendar days from the date said arguments were submitted.

### Step 5 - Mediation (optional)

8. If the grievance is not resolved at Step 4, the Association or Management representative may, within ten calendar days following receipt of Management's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of the Association and Management.
9. A request for mediation must be in writing and must be submitted to the affected department's personnel officer or the Association within the above-prescribed time limits. The personnel officer or Association representative shall, within ten calendar days following receipt of the mediation request, return the request to the Association or Management representative with a denial or an agreement that the parties jointly request the ERB to appoint a mediator.

10. The Executive Director of 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 for mediation shall be shared equally by the Association and Management.
11. The mediation procedure shall be informal, the primary effort being to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.
12. If the grievance is resolved through mediation, notwithstanding the provisions of LAAC Section 4.865, the parties may, by mutual agreement, accept the results of mediation as binding.
13. If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However, upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

#### Step 6 - Arbitration

14. If the grievance is not settled after the issuance of the written decision at Step 4 or the mediation efforts at Step 4, or if no written decision is rendered within the time limits set forth at Step 4, the grievant and the Association jointly may serve upon the General Manager or designee a written notice that a written request for arbitration has been filed with the ERB. The request for arbitration must be filed with the ERB within ten calendar days following the date of service of the written decision of the General Manager or his/her designee, or expiration of the time limits set forth in Step 4. Failure of the grievant and the Association jointly to serve the written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

15. If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the ERB, within seven calendar days following receipt of said list.
16. 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 incurring same.
17. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.
18. 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.

## **SECTION 4.0 ON THE JOB**

### **ARTICLE 4.1 PERSONNEL FOLDERS**

- A. A Unit member shall be entitled to review the contents of his/her official departmental 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, office, or bureau.
- B. No evaluatory or disciplinary document may be placed in an employee's official departmental personnel folder without the employee reading and signing said document 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. It is mutually understood that an employee performance evaluation is not considered a disciplinary document. It may, however, be used to document behavior and/or performance deficiencies that have been brought to an employee's attention.
- C. A "Notice to Correct Deficiencies" may be sealed by Management upon the request of an affected employee if he/she has not been involved in any subsequent incidents 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. However, such sealed documents can still be used to establish progressive discipline for similar offenses.

### **ARTICLE 4.2 SAFETY**

- A. Safety clothing and devices provided by Management specified herein shall continue to be provided, as long as the need exists. The Association will require all Unit members to utilize said safety clothing and devices to the fullest extent possible.
- B. Management will make every reasonable effort to provide safe working conditions. 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 his/her immediate supervisor. Said supervisor should:

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 Department Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the supervisor to correct.
- C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution to the problem within a reasonable time, the employee or his/her representative may call the City's Occupational Safety Office 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 Unit member's background are conducted to ensure that the member is 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 an over-the-counter medication, will be allowed to become involved in a rehabilitation program. Assistance is available through most City health plans, including the City's Employee Assistance Program. The Department will take all possible 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 his or her 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. 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. Notwithstanding the provisions of LAAC Section 4.108 (Hours of Work) and 4.113 (Overtime), any Unit member in the class of Port Police Lieutenant who is assigned to a law enforcement function may be assigned by Management to a work schedule consisting of 20 days of work in each 28-day deployment period, with eight regular days off.
- B. An employee in the class of Port Police Lieutenant shall be in actual attendance on duty a minimum of eight hours every day he/she is assigned to work. The eight hours does not include time to consume a meal. Adjustments to an employee’s work schedule may be made in order to accomplish the objectives of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28-workday deployment period.

#### **ARTICLE 4.5 MEAL PERIODS**

The meal period for Port Police Lieutenants shall be 30 minutes and shall not be counted as time worked for any purpose. If a Port Police Lieutenant is called to duty during his/her meal period, at Management’s discretion, he/she shall be:

- A. Given a 30-minute meal period at a later time during the same shift; or
- B. Compensated in cash at the rate of one and one-half times the employee’s regular rate of pay if such meal period causes the employee to exceed 40 hours worked in an FLSA workweek.

## **ARTICLE 4.6 SUBPOENAED AS A WITNESS**

When a Unit member is subpoenaed as a witness by a court of competent jurisdiction, he/she 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 Port Police Lieutenants outside of their normal duty hours.

### **A. Basic Compensation**

Unit members shall be afforded the discretion of reporting to court when subpoenaed or remaining on-call. If the employee elects to appear in court, the employee must notify his/her supervisor as soon as practical prior to the scheduled court appearance. An employee who decides to remain on-call must be able to appear in court not more than one hour after being notified of their required court appearance time. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where his/her supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of four hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.
2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four 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.
3. An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.

### **B. Multiple Cases**

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A.1. above, for each case for a total of eight hours. In addition, he/she 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 as outlined in Paragraph A.2. above.
2. Court appearances commencing four (4) 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 as outlined in Paragraph A.2. above.
3. Compensation for on-call status shall not exceed four hours.

## **ARTICLE 4.8 UNIFORM AND EQUIPMENT ALLOWANCE**

### **EFFECTIVE JULY 1, 2014**

- A. Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense.
- B. Management will provide a cash payment of \$1,070 to each b Unit member who was or is on active payroll status on October 1 of each applicable year. This payment will be made between December 1 and December 15 each year for the same fiscal year. In addition to the cash payment, Management will provide each Unit member one voucher in the amount of \$400.
- C. Employees may only receive one uniform allowance from the City in any given 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 cash payment is intended to be an "add to pay" and is subject to all applicable supplemental state and federal taxation rates.
- E. Replacement of uniforms and personal property shall be in accordance with the Harbor Department's manual sections on reimbursement for lost or damaged property.

## **EFFECTIVE AUGUST 9, 2015**

- A. Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense.
- B. Management will provide a cash payment of \$1,750 per fiscal year to each Unit member who is compensated and is on active payroll status in pay period 11 of each fiscal year. This payment will be made through an employee's regular paycheck issued for pay period 11 for that fiscal year.
- C. This allowance shall be non-pensionable and treated as an "add to pay", i.e., cash and not part of wages, and shall be taxed at the federal and state supplemental rates.
- D. Replacement of uniforms and personal property shall be in accordance with the Harbor Department's manual sections on reimbursement for lost or damaged property.

## **ARTICLE 4.9 RAIN AND SAFETY GEAR**

Effective August 9, 2015, Management shall provide the 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 Management determines that they are no longer serviceable. Issued clothing and equipment shall be maintained and cleaned at the employee's expense. Quantities are specified in ( ).

### **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)
- The total cost of these items shall not exceed \$3,500 per member.

### **PATROL**

- 1. Ballistic Vest – American Body Armor SX or equivalent, NIJ Level II, to be replaced every five years or longer per manufacturer's specifications. At their discretion, an employee may choose to receive a voucher for an equivalent amount to be used for the purchase of a ballistic vest that is at a level greater than NIJ Level II. (1)
- The total cost of this item shall not exceed \$2,000 per member.
- 2. Disposable CPR masks. (Sufficient supply as needed).

HAZARDOUS MATERIALS UNIT

Bunker Firefighter Gear, including:

1. Jacket. (1)
2. Pants. (1)
3. Gloves. (1)
4. Helmet. (1)
5. Nomex hood. (1)

The total cost of these items shall not exceed \$2,500 per member.

FLIGHT OBSERVER

1. MSA flight helmet. (1)
2. Nomex flight suit. (1)
3. Nomex flight gloves. (1)
4. Nomex flight boots. (1)

The total cost of these items shall not exceed \$3,500 per member.

**ARTICLE 4.10 MARKSMANSHIP BONUS**

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

<u>Marksmanship Distinction</u>	<u>Biweekly Bonus Amount</u>
Marksman	\$4.00
Sharpshooter	\$8.00
Expert	\$16.00
Distinguished Expert	\$32.00

- 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 26<sup>th</sup> 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 he/she originally qualified.
- C. Qualifying Unit members will be compensated for only one level of expertise.
- D. This bonus shall be treated as an add to pay and shall not be pensionable.

## **SECTION 5.0        BENEFITS**

### **ARTICLE 5.1        RETIREMENT BENEFITS**

#### **A. Fire and Police Pensions**

Pursuant to Charter Section 1700, et seq., any Unit member hired 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 shall remain in said System as a Tier 1 member, pursuant to the provisions of LAAC Section 4.1002.
2. For said 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 said 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 said 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 the CAO 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 the CAO 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 Article, 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.

**ARTICLE 5.2 VACATIONS**

Each Unit member who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246.

<b>VACATION ACCRUAL SCHEDULE</b>		
<b>Years of Service Completed</b>	<b>Number of Vacation Days</b>	<b>Monthly Accrual Rate In Hours/Minutes</b>
1	11	7.20
5	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19	24	16.00
25	25	16.40

Notwithstanding the above, a non-City employee who receives an appointment to the class of Port Warden, shall receive the total number of vacation hours as provided for in LAAC Section 4.245.1 (b). Consistent with said LAAC section, accruals for this employee shall be effective on his/her annual vacation anniversary date. Vacation hours are subject to deduction for absences as provided in LAAC Section 4.246(g).

## **ARTICLE 5.3 HOLIDAYS AND HOLIDAY PAY**

- A. The following days shall be treated as holidays:
1. New Year's Day
  2. Martin Luther King'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. Independence Day (July 4)
  7. Labor Day (the first Monday in September)
  8. Columbus Day (the second Monday in October)
  9. Veteran's Day (November 11)
  10. Thanksgiving Day (the fourth Thursday in November)
  11. The Friday after Thanksgiving Day
  12. Christmas Day (December 25)
  13. Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
  14. One unspecified holiday (per calendar year)
- B. For each holiday listed above, employees will be compensated for eight (8) hours, unless otherwise specified, of paid holiday time off.
- C. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- D. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- E. Any holiday declared by proclamation of the Mayor with the concurrence of the City Council, shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.

- F. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty hours.
- G. Whenever a holiday listed under 14 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty hours.
- H. Employees working in excess of eight hours on any holiday listed from 1 through 12 above, or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday pay rate for his/her class but shall not be included when calculating the employee's work week for overtime pay purposes.
- I. A Port Police Lieutenant who works on any holiday listed above will receive eight hours (unless otherwise specified above) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her regular 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.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through I above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within one year of the holiday.
- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.

M. The unspecified holiday listed in 14 above shall be taken in accordance with the following requirements:

1. The holiday must be taken in one full normal working day increment of eight hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
3. The holiday shall not be utilized to extend the date of any layoff.
4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of service.
5. No employee shall receive more than two unspecified holidays in any calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an additional unspecified holiday(s) after taking such holiday prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday(s) when rehired.

## **ARTICLE 5.4 HEALTH AND DENTAL PLANS**

- A. 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.
- B. 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.

### **Section I – Health Plans**

- A. 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.
- B. During the term of this MOU, Management agrees to continue contributing for each full-time employee a subsidy equal to the cost of his/her medical plan not to exceed the Kaiser Permanente Family rate.
- C. During the term of this MOU, Management agrees to continue contributing for each regular half-time employee a monthly subsidy equal to the cost of his/her medical plan but not to exceed the Kaiser Permanente Single Party rate.
- D. Management 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.
- E. 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.
- F. 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.

G. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions shall apply to Unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.

1. Unit members shall pay ten percent of their monthly health care premium on a biweekly basis when the amount of their monthly health care premium for the health care plan in which they are enrolled is equal to or less than the amount of the City's maximum monthly health care subsidy.
2. 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 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, plus ten percent of the City's maximum monthly health care premium.

## **Section II – Dental Plans**

- A. 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.
- B. Management will expend for full-time employees in the classifications represented in this MOU the monthly sum necessary to cover the cost of employee only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.
- C. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

## **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.

#### **Section IV – General Provisions**

- A. 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 Healthcare Flexible Spending Account or Dependent Care Reimbursement Account.
- B. 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.
- C. Management will retain all duties and responsibilities for the administration of the City's Flex Program.

#### **Section V – Subsidy During Family and Medical Leave**

For an employee who is on family or medical leave under the provisions of Article 5.8 herein, Management shall continue the City's 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 5.8 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) during which management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

## **Section VI – Benefit Protection Plan**

For employees who have approved disability claims (excluding those for work-related injuries) under the City's Flex Program disability insurance carrier, Management shall continue the City's 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.

### **ARTICLE 5.5      ASSOCIATION DISABILITY, OPTICAL AND LIFE INSURANCE PROGRAMS**

- A. Each Unit member, who is a member of the Los Angeles City Employees' Retirement System (LACERS) shall be enrolled in the Association Disability, Optical and Life Insurance Programs. Management will forward \$32.00 bi-weekly to carriers designated by the Association for each Unit member who is on active payroll status and a member of LACERS. Such amount shall be allocated for the Association Disability Program, Optical Program and Life Insurance Program.
- B. Each Unit member who is a member of the Los Angeles Fire and Police Pension System (LAFPPS) shall be enrolled in the Association Optical and Life Insurance Program only. Management will forward \$25.00 bi-weekly to carriers designated by the Association for each Unit member who is on active payroll status and a member of the LAFPPS. Such amount shall be allocated for the Association Optical Program, and Life Insurance Program.
- C. The City Controller and Personnel Department will establish such controls over the disbursement of funds as they deem necessary.
- D. 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 5.6      SICK LEAVE BENEFITS**

Management'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, 4.126.2 and 4.128.

## ARTICLE 5.7 FAMILY ILLNESS

Management'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 six, except as provided for in Article 5.8 of this MOU. Such practice of allowance for leave for family illness shall be in accordance with LAAC Section 4.127.

## ARTICLE 5.8 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 section D.5. 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 he/she has a serious health condition that makes him/her unable to perform the functions of his/her 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.

#### 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 may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, foster care of a child, or to care for a sick parent, but the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
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 B., C., and D. 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 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. Any 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. Any 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** - An employee receiving Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
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 with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position 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 Management. 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 his/her original job or to an equivalent job.

#### E. Notice Requirements

1. **Employee** – When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 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, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall 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 Management’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 12 days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in b below.
- b. Accrued vacation 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 Management’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 Management'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 5.9 INJURED ON DUTY PAY**

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

### **ARTICLE 5.10 BEREAVEMENT LEAVE**

Bereavement leave shall be afforded to a Unit member and administered in accordance with LAAC Section 4.127.1.

#### **ARTICLE 5.11 JURY SERVICE**

Payment of salary to a Unit member when summoned to jury service shall be administered in accordance with LAAC Section 4.111.

#### **ARTICLE 5.12 FUNERAL EXPENSES**

The City shall expend a sum of money not to exceed \$30,000 for funeral expenses to the heirs of a Unit who dies while on active duty from injuries incurred while performing his/her 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.

#### **ARTICLE 5.13 ASSIGNED VEHICLES**

Management agrees to continue providing a "take home" vehicle to allow for emergency response, and off-hours inspection, etc., for those employees so designated by Management to require a "take home" vehicle according to their assignment. Vehicles will meet standards to accommodate police equipment. For personal safety and public relations purposes, LAMC Section 63.99 will apply to vehicles covered by this Article.

**SECTION 6.0      COMPENSATION**

**ARTICLE 6.1      SALARIES AND POST**

The salary ranges set forth in the following Appendices shall become operative as indicated below.

Appendix A	July 1, 2014
Appendix B	July 3, 2016
Appendix C	July 9, 2017
Appendix D	January 7, 2018

**EFFECTIVE JULY 1, 2014**

A. POST Certificate Bonus – Port Police Lieutenant

1. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Intermediate POST Certificate shall, upon presentation of said certificate to Management, receive a bonus equal to one percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.
2. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Advanced POST Certificate shall receive a bonus equal to two percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.
3. Provisions of this Article shall not be grievable.

B. POST Certificate and Training Bonus – Port Police Captain and Port Warden

Port Police Captains and the Port Warden shall be eligible for the following POST bonuses in accordance with the following provisions.

1. **POST Bonus** – A Port Police Captain or Port Warden who successfully completes and presents to management a Supervisory or Management POST Certificate shall receive a pension-based bonus of three percent of regular base pay.
2. **Command Officer POST Bonus** – A Port Police Captain or Port Warden who completes the annual POST in-service training shall receive a pension-based bonus of one percent of regular base pay.
3. **Continuing Education Bonus (CEB)** – A Port Police Captain or Port Warden who successfully completes the training requirements specified

below shall receive a pension-based bonus of one percent of regular base pay.

a. **CEB – Term of MOU**

During the term of the MOU, employees must submit proof of completing 40 hours of continuing professional development training in leadership, management, or another area of advanced professional training (excluding POST in-service training hours) or one college or graduate level course (3 semester units or 4 quarter units) each fiscal year, in order to qualify for this bonus. The training and courses must be approved by the Harbor Department Executive Director or his/her designee.

b. **Proof of CEB Eligibility**

Each fiscal year, employees must submit proof of qualification for the Continuing Education Bonus to the Harbor Department Executive Director or his/her designee in order to receive a Continuing Education bonus equal to one percent of regular base pay as specified in this Article.

- 1) Employees must submit proof of qualifying for the Continuing Education Bonus between April 30 and June 30 of each fiscal year in order to continue to receive this bonus. If an employee fails to meet the CEB requirements or fails to submit proof of qualification for the CEB during the specified time period, the employee shall no longer receive the bonus effective July 1<sup>st</sup>.
- 2) The continuing education courses and professional training must be pre-approved by the Harbor Department Executive Director or his/her designee. The purpose of the continuing education courses is to provide command officers with professional development training.
- 3) Employees must successfully complete, i.e., earn a passing grade, continuing education courses and professional training pre-approved by Management.
- 4) Employees must submit proof of continuing education course(s) or professional training completion such as a transcript or certificate of completion.

5) If an employee is ineligible for the CEB or fails to submit proof of CEB eligibility, the Continuing Education bonus shall automatically cease and any CEB overpayments will be immediately returned to the City.

4. Provisions of this Article shall not be grievable.

5. On July 3, 2016, the value of bonus amounts contained in section B. above shall be incorporated into the base hourly rates for Port Police Captain and Port Warden classifications, as reflected in Appendix B of this MOU.

**EFFECTIVE JULY 3, 2016**

A. Upon implementation of salary Appendix B of this MOU, all Unit members shall be advanced one salary step regardless of their salary step anniversary date.

B. POST Certificate Bonus – Port Police Lieutenant

1. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Intermediate POST Certificate shall, upon presentation of said certificate to Management, receive a bonus equal to one percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.

2. Any Port Police Lieutenant who has successfully completed the requirement for and holds an Advanced POST Certificate shall receive a bonus equal to two percent of regular base pay. The bonus shall be effective on the first day of the first full pay period after the certificate is presented to Management.

3. Any Port Police Lieutenant who has successfully completed the requirement for and holds a Supervisory POST Certificate shall receive a pension-based bonus of two percent of regular base pay.

4. Any Port Police Lieutenant who has successfully completed the requirement for and holds a Management POST Certificate shall receive a pension-based bonus of one percent of regular base pay.

5. Provisions of this Article shall not be grievable.

6. The issuance date of a POST certificate shall be the operative date or the award of the bonus for payroll purposes, except when new employees possess a POST certificate upon employment, in which the date for the award of the bonus shall be the first day of employment.
7. Bonus pay in this section shall be treated as an add to rate and shall be pensionable.

## **ARTICLE 6.2 CALL BACK PAY**

Whenever a Port Police Lieutenant is ordered to return to duty following the termination of his/her work shift and departure from the work location, he/she shall receive a minimum payment equivalent to four hours of premium pay.

## **ARTICLE 6.3 OVERTIME**

- A. 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.
- B. The following shall apply to Unit members employed in the class of Port Police Lieutenant.
  1. Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification, in the same organizational unit and work location. However, Management may consider special skills required to perform particular work.
  2. Compensation for overtime worked by a Port Police Lieutenant shall be for all hours worked in excess of 40 hours worked in a work week including all absences with pay authorized by law. The method of compensation, either cash or time off (book overtime), will be at the sole discretion of Management. Overtime compensation (cash or book) will be accounted for in increments of six minutes. Book overtime must be approved by the Division Head or his/her designee. Accumulation of book overtime is limited to 160 hours per employee. At any time, the Executive Director or his/her designee may direct that any accumulated book overtime be paid in cash.
  3. 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, 10 hours can be paid in cash or booked (at the discretion of management) and .75 hours shall be paid in cash.

C. The following shall apply to Unit members employed in the class of Port Police Captain and Port Police Warden.

1. Notwithstanding provisions of the LAAC, this MOU, or Harbor Department rules and regulations to the contrary, salaried employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. Port Police Captains and Port Wardens shall be paid the predetermined salary for each biweekly pay period as indicated in the attached appendices and shall not receive overtime compensation. They shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday. This provision applies to occasional partial-day absences from work as authorized by Management. This provision does not apply to long-term or recurring partial-day absences.
2. Salaried employees shall not be eligible for nor shall they receive overtime compensation. Management may, at its discretion, grant time off for excess hours worked due to unusual situations, with such time being granted on a full-day as opposed to hour-per-hour basis.
3. Salaried employees shall not be subject to disciplinary suspension for less than a workweek (seven days; half of the biweekly pay period) unless the discipline is based on violations of a safety rule or major significance or misconduct by the bargaining unit member.

#### **ARTICLE 6.4      COMPENSATION FOR UNUSUAL OCCURRENCES**

In the event that a Port Police Captain or Port Warden is ordered to work on the employee's scheduled day off, regular holiday, or vacation day because of a declared natural disaster, emergency, or mobilization, he/she shall be compensated in cash at the straight time rate, provided the City is reimbursed by the State and/or Federal Government.

**ARTICLE 6.5      ACTING PAY**

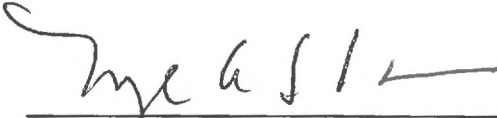
- A. When a Port Warden (class code 0801-1 or 0801-2) is:
1. Tasked with duties and responsibilities commensurate with those of a First Deputy General Manager Harbor (0805) or Second Deputy General Manager Harbor (0807), thereby effectively placing the Port Warden in the position of acting in a capacity of, in whole or in part, as a First or Second Deputy General Manager Harbor; or,
  2. Assigned to report directly to the General Manager of the Harbor Department (9289) or the Acting General Manager of the Harbor Department;
- B. Said Port Warden shall receive additional compensation in the amount of 11% of his/her base wage. Only one Port Warden shall be eligible to receive this additional compensation at any given time. The additional compensation shall be treated as an "adds to rate" and shall be pensionable. The removal of this additional compensation due to reassignment or reorganization shall not be grievable or arbitrable.

**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.


Los Angeles Harbor Port Police  
Command Officers Association  
Representatives:

  
\_\_\_\_\_  
Ken Hawkes  
President

City of Los Angeles  
Representatives:

  
\_\_\_\_\_  
Miguel A. Santana  
City Administrative Officer

**As to form:**

  
\_\_\_\_\_  
City Attorney's Office

7/16/15  
Date

**MOU 27 - APPENDIX A - SALARIES OPERATIVE JULY 1, 2014**

			Step 1	Step 2	Step 3	Step 4	Step 5
<b>Port Police Lieutenant</b> Class Code 3223 Range 4786	Regular Pay	HR	47.86	50.53	53.35	56.32	59.46
		BW	3,828.80	4,042.40	4,268.00	4,505.60	4,756.80
		YR	99,931.68	105,506.64	111,394.80	117,596.16	124,152.48
	Intermediate POST - 1%	HR	0.48	0.51	0.53	0.56	0.59
		BW	38.40	40.80	42.40	44.80	47.20
		YR	1,002.24	1,064.88	1,106.64	1,169.28	1,231.92
	Advanced POST - 2%	HR	0.96	1.01	1.07	1.13	1.19
		BW	76.80	80.80	85.60	90.40	95.20
		YR	2,004.48	2,108.88	2,234.16	2,359.44	2,484.72
<b>Port Police Captain</b> Class Code 3224 Range 5388	Regular Pay	HR	53.88	56.88	60.05	63.40	66.93
		BW	4,310.40	4,550.40	4,804.00	5,072.00	5,354.40
		YR	112,501.44	118,765.44	125,384.40	132,379.20	139,749.84
	POST Cert - 3%	HR	1.62	1.71	1.80	1.90	2.01
		BW	129.60	136.80	144.00	152.00	160.80
		YR	3,382.56	3,570.48	3,758.40	3,967.20	4,196.88
	In Service Training - 1%	HR	0.54	0.57	0.60	0.63	0.67
		BW	43.20	45.60	48.00	50.40	53.60
		YR	1,127.52	1,190.16	1,252.80	1,315.44	1,398.96
	Continuing Education - 2%	HR	0.54	0.57	0.60	0.63	0.67
		BW	43.20	45.60	48.00	50.40	53.60
		YR	1,127.52	1,190.16	1,252.80	1,315.44	1,398.96
<b>Port Warden I</b> Class Code 0801-1 Range 6469	Regular Pay	HR	64.69	68.30	72.11	76.13	80.37
		BW	5,175.20	5,464.00	5,768.80	6,090.40	6,429.60
		YR	135,072.72	142,610.40	150,565.68	158,959.44	167,812.56
	POST Cert - 3%	HR	1.94	2.05	2.16	2.28	2.41
		BW	155.20	164.00	172.80	182.40	192.80
		YR	4,050.72	4,280.40	4,510.08	4,760.64	5,032.08
	In Service Training - 1%	HR	0.65	0.68	0.72	0.76	0.80
		BW	52.00	54.40	57.60	60.80	64.00
		YR	1,357.20	1,419.84	1,503.36	1,586.88	1,670.40
	Continuing Education - 2%	HR	0.65	0.68	0.72	0.76	0.80
		BW	52.00	54.40	57.60	60.80	64.00
		YR	1,357.20	1,419.84	1,503.36	1,586.88	1,670.40
<b>Port Warden II</b> Class Code 0801-2 Range 7017	Regular Pay	HR	70.17	74.08	78.21	82.57	87.17
		BW	5,613.60	5,926.40	6,256.80	6,605.60	6,973.60
		YR	146,514.96	154,679.04	163,302.48	172,406.16	182,010.96
	POST Cert - 3%	HR	2.11	2.22	2.35	2.48	2.62
		BW	168.80	177.60	188.00	198.40	209.60
		YR	4,405.68	4,635.36	4,906.80	5,178.24	5,470.56
	In Service Training - 1%	HR	0.70	0.74	0.78	0.83	0.87
		BW	56.00	59.20	62.40	66.40	69.60
		YR	1,461.60	1,545.12	1,628.64	1,733.04	1,816.56
	Continuing Education - 2%	HR	0.70	0.74	0.78	0.83	0.87
		BW	56.00	59.20	62.40	66.40	69.60
		YR	1,461.60	1,545.12	1,628.64	1,733.04	1,816.56

**MOU 27 - APPENDIX B - SALARIES OPERATIVE JULY 3, 2016**

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Port Police Lieutenant</b>	Regular Pay	HR	49.11	51.85	54.74	57.79	61.01	64.41	
	Class Code 3223	BW	3,928.80	4,148.00	4,379.20	4,623.20	4,880.80	5,152.80	
		YR	102,541.68	108,262.80	114,297.12	120,665.52	127,388.88	134,488.08	
		Intermediate POST - 1%	HR	0.49	0.52	0.55	0.58	0.61	0.64
	Range 4911	BW	39.20	41.60	44.00	46.40	48.80	51.20	
		YR	1,023.12	1,085.76	1,148.40	1,211.04	1,273.68	1,336.32	
		Advanced POST - 2%	HR	0.98	1.04	1.09	1.16	1.22	1.29
		BW	78.40	83.20	87.20	92.80	97.60	103.20	
		YR	2,046.24	2,171.52	2,275.92	2,422.08	2,547.36	2,693.52	
		Supervisory POST - 2%	HR	0.98	1.04	1.09	1.16	1.22	1.29
		BW	78.40	83.20	87.20	92.80	97.60	103.20	
		YR	2,046.24	2,171.52	2,275.92	2,422.08	2,547.36	2,693.52	
		Management POST - 1%	HR	0.49	0.52	0.55	0.58	0.61	0.64
		BW	39.20	41.60	44.00	46.40	48.80	51.20	
		YR	1,023.12	1,085.76	1,148.40	1,211.04	1,273.68	1,336.32	
		<b>Port Police Captain</b>	Regular Pay	HR	61.67	65.11	68.74	72.57	76.62
	Class Code 3224	BW	4,933.60	5,208.80	5,499.20	5,805.60	6,129.60	6,471.20	
		YR	128,766.96	135,949.68	143,529.12	151,526.16	159,982.56	168,898.32	
Range 6167									
<b>Port Warden I</b>	Regular Pay	HR	66.91	70.64	74.58	78.74	83.13	87.77	
Class Code 0801-1	BW	5,352.80	5,651.20	5,966.40	6,299.20	6,650.40	7,021.60		
	YR	139,708.08	147,496.32	155,723.04	164,409.12	173,575.44	183,263.76		
	Range 6691								
<b>Port Warden II</b>	Regular Pay	HR	76.75	81.03	85.55	90.32	95.36	100.68	
Class Code 0801-2	BW	6,140.00	6,482.40	6,844.00	7,225.60	7,628.80	8,054.40		
	YR	160,254.00	169,190.64	178,628.40	188,588.16	199,111.68	210,219.84		
	Range 7675								

**MOU 27 - APPENDIX C - SALARIES OPERATIVE JULY 9, 2017**

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
<b>Port Police Lieutenant</b>	Regular Pay	HR	50.09	52.88	55.83	58.94	62.23	65.70	
	Class Code 3223	BW	4,007.20	4,230.40	4,466.40	4,715.20	4,978.40	5,256.00	
		YR	104,587.92	110,413.44	116,573.04	123,066.72	129,936.24	137,181.60	
		Intermediate POST - 1%	HR	0.50	0.53	0.56	0.59	0.62	0.66
	Range 5009	BW	40.00	42.40	44.80	47.20	49.60	52.80	
		YR	1,044.00	1,106.64	1,169.28	1,231.92	1,294.56	1,378.08	
		Advanced POST - 2%	HR	1.00	1.06	1.12	1.18	1.24	1.31
		BW	80.00	84.80	89.60	94.40	99.20	104.80	
		YR	2,088.00	2,213.28	2,338.56	2,463.84	2,589.12	2,735.28	
		Supervisory POST - 2%	HR	1.00	1.06	1.12	1.18	1.24	1.31
		BW	80.00	84.80	89.60	94.40	99.20	104.80	
		YR	2,088.00	2,213.28	2,338.56	2,463.84	2,589.12	2,735.28	
		Management POST - 1%	HR	0.50	0.53	0.56	0.59	0.62	0.66
		BW	40.00	42.40	44.80	47.20	49.60	52.80	
		YR	1,044.00	1,106.64	1,169.28	1,231.92	1,294.56	1,378.08	
		<b>Port Police Captain</b>	Regular Pay	HR	62.91	66.42	70.12	74.03	78.16
	Class Code 3224	BW	5,032.80	5,313.60	5,609.60	5,922.40	6,252.80	6,601.60	
		YR	131,356.08	138,684.96	146,410.56	154,574.64	163,198.08	172,301.76	
Range 6291									
<b>Port Warden I</b>	Regular Pay	HR	68.25	72.06	76.08	80.32	84.80	89.53	
Class Code 0801-1	BW	5,460.00	5,764.80	6,086.40	6,425.60	6,784.00	7,162.40		
	YR	142,506.00	150,461.28	158,855.04	167,708.16	177,062.40	186,938.64		
	Range 6825								
<b>Port Warden II</b>	Regular Pay	HR	78.30	82.67	87.28	92.15	97.29	102.71	
Class Code 0801-2	BW	6,264.00	6,613.60	6,982.40	7,372.00	7,783.20	8,216.80		
	YR	163,490.40	172,614.96	182,240.64	192,409.20	203,141.52	214,458.48		
	Range 7830								

**MOU 27 - APPENDIX D - SALARIES OPERATIVE JANUARY 7, 2018**

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Port Police Lieutenant</b>	Regular Pay	HR	51.08	53.93	56.94	60.11	63.46	67.00
	Class Code 3223	BW	4,086.40	4,314.40	4,555.20	4,808.80	5,076.80	5,360.00
		YR	106,655.04	112,605.84	118,890.72	125,509.68	132,504.48	139,896.00
		Intermediate POST - 1%	HR	0.51	0.54	0.57	0.60	0.63
	Range 5108	BW	40.80	43.20	45.60	48.00	50.40	53.60
		YR	1,064.88	1,127.52	1,190.16	1,252.80	1,315.44	1,398.96
		Advanced POST - 2%	HR	1.02	1.08	1.14	1.20	1.27
		BW	81.60	86.40	91.20	96.00	101.60	107.20
		YR	2,129.76	2,255.04	2,380.32	2,505.60	2,651.76	2,797.92
		Supervisory POST - 2%	HR	1.02	1.08	1.14	1.20	1.27
		BW	81.60	86.40	91.20	96.00	101.60	107.20
		YR	2,129.76	2,255.04	2,380.32	2,505.60	2,651.76	2,797.92
		Management POST - 1%	HR	0.51	0.54	0.57	0.60	0.63
		BW	40.80	43.20	45.60	48.00	50.40	53.60
		YR	1,064.88	1,127.52	1,190.16	1,252.80	1,315.44	1,398.96
<b>Port Police Captain</b>		Regular Pay	HR	64.17	67.75	71.53	75.52	79.73
Class Code 3224	BW	5,133.60	5,420.00	5,722.40	6,041.60	6,378.40	6,734.40	
	YR	133,986.96	141,462.00	149,354.64	157,685.76	166,476.24	175,767.84	
	Range 6417							
<b>Port Warden I</b>	Regular Pay	HR	69.62	73.50	77.60	81.93	86.50	91.32
Class Code 0801-1	BW	5,569.60	5,880.00	6,208.00	6,554.40	6,920.00	7,305.60	
	YR	145,366.56	153,468.00	162,028.80	171,069.84	180,612.00	190,676.16	
	Range 6962							
<b>Port Warden II</b>	Regular Pay	HR	79.90	84.35	89.05	94.02	99.26	104.79
Class Code 0801-2	BW	6,392.00	6,748.00	7,124.00	7,521.60	7,940.80	8,383.20	
	YR	166,831.20	176,122.80	185,936.40	196,313.76	207,254.88	218,801.52	
	Range 7990							