

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: May 8, 2013

To: The City Council

From: Miguel A. Santana, City Administrative Officer



Subject: **2009 - 2014 MEMORANDUM OF UNDERSTANDING FOR THE  
LOS ANGELES PORT POLICE COMMAND OFFICERS ASSOCIATION (MOU 27)**

In accordance with Executive Employee Relations Committee instructions, agreement on a Memorandum of Understanding (MOU) has been reached with the Port Police Command Officers bargaining unit represented by the Los Angeles Port Police Command Officers Association (Association). The attached MOU is for a five-year period from July 1, 2009, through June 30, 2014, and includes the following major provisions:

- Salary Increase  
Consistent with other sworn bargaining units, the following base wage adjustments will be made: 2% effective 7/1/12; 2.5% effective 1/1/13; 2.5% effective 6/30/13. A special salary adjustment is proposed for the Port Warden II pay grade, and the Basic POST bonus pay for Lieutenants is proposed to be incorporated into the base salary.
- Employee Healthcare Contribution  
Effective January 1, 2014, employees will offset the City's cost of providing employee healthcare by 10%, equivalent to offsets negotiated with other bargaining units.

## RECOMMENDATIONS

It is recommended that the City Council:

1. Approve the 2009-14 Memorandum of Understanding for the Port Police Command Officers bargaining unit;
2. Authorize the CAO and the City Controller to correct clerical errors in the Memorandum of Understanding, or, with City Attorney approval, technical errors.

## FISCAL IMPACT STATEMENT

Approximately \$116,000 in annual costs associated with the implementation of the provisions of this MOU will be borne by the Los Angeles Harbor Department and not the General Fund.

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Attachment

**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  
28<sup>th</sup> day of March, 2013**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**LOS ANGELES PORT POLICE COMMAND OFFICERS ASSOCIATION**

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**SECTION 1.0        GENERAL PROVISIONS**

**ARTICLE 1.1        RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City and applicable State law, the Los Angeles Port Police Command Officers Association was certified on April 25, 2002, by the Employee Relations Board as the certified representative of City employees in the Port of Los Angeles Command Officers Unit (hereinafter referred to as "Association") previously found to be appropriate by the Employee Relations Board. Management hereby recognizes the Los Angeles Port Police Command Officers Association as the exclusive representative of the employees in this Unit in accordance with the provisions of Section 4.822 of the Los Angeles Administrative Code. The term "employee" as used herein, shall refer only to employees employed by the City in the employee classifications listed in the Salary Appendices, as well as such classes as may be added hereafter by the Employee Relations Board.

**ARTICLE 1.2        TERM**

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.4, Implementation of Memorandum of Understanding are fully met, but in no event shall the provisions of this Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2014.

**ARTICLE 1.3        CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In the event Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other during the period from April 1 through April 15 written notice for a desire to meet to negotiate a successor Memorandum of Understanding. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of either parties request for such meetings.

**ARTICLE 1.4        IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

- A. The Association has notified the City Administrative Officer in writing that it has approved this Memorandum of Understanding in its entirety; and
- B. The head of the Harbor Department represented herein has approved this Memorandum of Understanding in its entirety in the manner required by law; and
- C. The City Council has approved this Memorandum of Understanding in its entirety.

Where resolutions, ordinances or amendments to applicable codes are required, those Articles of this Memorandum of Understanding which require such resolutions, ordinances or amendments will become operative on the effective date of the resolutions, ordinances or amendments unless otherwise specified.

#### **ARTICLE 1.5 PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by the City Administrative Officer, as authorized management representative of the City Council, and the authorized management representative of the Harbor Department (hereinafter referred to as "Management") and authorized representatives of the Los Angeles Port Police Command Officers Association (hereinafter referred to as "Association") as the exclusive recognized employee organization for the Port of Los Angeles Command Officers Unit.

#### **ARTICLE 1.6 OBLIGATION TO SUPPORT**

The parties agree that prior to the implementation of this Memorandum of Understanding and during the period of time it is being considered by the Mayor, City Council, Council Committees and the head of the Harbor Department, neither Association nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees or department head, nor meet with the Mayor, members of the City Council or department head individually to advocate any addition or deletion to the terms and conditions of this Memorandum of Understanding. However, this article shall not preclude the parties from appearing before the Mayor, City Council, Council Committees or department head, nor meeting with individual members of the City Council or department head to advocate or urge the adoption and approval of this Memorandum of Understanding.

#### **ARTICLE 1.7 FULL UNDERSTANDING**

Management and 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 Memorandum of Understanding 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 Memorandum of Understanding are hereby superseded or terminated.

It is mutually understood that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with Article 1.4.

The waiver or breach of any term or condition of this Memorandum of Understanding by any party hereto shall not constitute a precedent in the future enforcement of any of its terms and provisions.

## **ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this Memorandum of Understanding 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, Employee Relations Board, or similar independent Commissions of the City. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law 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 Memorandum of Understanding shall not be affected thereby.

## **ARTICLE 1.9 NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, color, religion, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, Acquired Immune Deficiency Syndrome (AIDS) acquired or perceived, political beliefs or retaliation for having filed a discrimination complaint.

## **ARTICLE 1.10 CITY MANAGEMENT RIGHTS**

- A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of City management to determine the mission of its constituent departments, offices, and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and personnel by which the City's operations are to be conducted and to take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- B. Department Management has the authority to transfer and assign employees of the Department. Such transfers and assignments are not grievable and are not arbitrable regardless of the reason.
- C. Nothing contained in this Article shall be deemed to amend the Articles in Section 5.0.

## ARTICLE 1.11 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 Memorandum of Understanding.

### B. Mutual Pledge of Accord

Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of their public service obligation.

It is the purpose of this Memorandum to promote and ensure harmonious relations, cooperation and understanding between the City and the employees represented by the Association and to establish and maintain proper standards of wages, hours and other terms or conditions of employment.

### C. No Strike-No Lockout

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

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

**SECTION 2.0            ASSOCIATION SECURITY/EMPLOYEE RELATIONS**

**ARTICLE 2.1           ACTIONS BY EMPLOYEE RELATIONS BOARD**

If any action(s) by the Employee Relations Board prior to the expiration of this Memorandum of Understanding result in any significant changes to the composition of this representational unit, the parties to this Memorandum of Understanding will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

**ARTICLE 2.2           BULLETIN BOARDS**

- A. The Harbor Department agrees to provide a bulletin board or reasonable space at each work location which may be used by Association for the following purposes:
  - 1.     Notice of Association meetings.
  - 2.     Notice of Association elections and their results.
  - 3.     Notice of Association recreational and social events.
  - 4.     Notice of official Association business.
  - 5.     Any written material which has received the prior approval of the Departmental Management Representative.
- B. All notices shall be submitted to the designated representative of Management for approval prior to posting. The posting will occur within 24 hours of such submission.
- C. It is further agreed that the Association Representative shall place a removal date on all materials to be posted.

**ARTICLE 2.3           USE OF HARBOR DEPARTMENT FACILITIES**

The Association may use Harbor Department 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.

It is understood 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 2.4 PAYROLL DEDUCTIONS AND DUES**

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

## **SECTION 3.0 ON THE JOB**

### **ARTICLE 3.1 PERSONNEL FOLDERS**

A 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 personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.

No evaluatory or disciplinary comment may be placed in an employee's official departmental personnel folder, or any other file used for any personnel purposes without his/her having first read and signed the document containing the evaluatory or disciplinary comment and afforded an opportunity to attach a written response within thirty days. The employee's signature does not necessarily indicate agreement with the comment. If after reading the evaluatory or disciplinary comment, the employee refuses to sign the document containing such comment, 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.

### **ARTICLE 3.2 PERFORMANCE EVALUATIONS**

During the term of this Memorandum of Understanding, a new employee performance evaluation system will be implemented for use in evaluating all Unit members.

**ARTICLE 3.3 UNIFORM AND EQUIPMENT ALLOWANCE**

- A. Uniforms required by Management will be replaced, maintained, and cleaned at the employee's expense. Management will give to each unit member an allowance for this purpose.

Management will provide a cash payment as indicated in Section B below, to those employees in this Unit who were or are on active payroll status with this Unit on each October 1. This payment will be made between December 1 and December 15 each year for that fiscal year. Management will also provide each member each year with a uniform voucher in the amount indicated in Section B below.

Employees may only receive one uniform allowance from the City. 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.

This allowance is not intended to be part of wages.

Replacement of uniforms and personal property shall be in accordance with the Harbor Department's manual sections on reimbursement for lost or damaged property.

- B. Maximum Uniform Payment Amount by fiscal year:

	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Cash	\$1,070	\$1,070	\$1,070
Voucher	\$400	\$400	\$400

**ARTICLE 3.4 SAFETY**

- A. Safety clothing provided by Management as per Appendix E shall continue to be provided, as long as the need exists; Association will require all members to utilize 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 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; or

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.
  3. If elimination of the hazardous condition is not within the capability of the supervisor to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.
- 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 Occupational Safety Office and report such hazard.

Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

### **ARTICLE 3.5 HOURS OF WORK**

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

- A. Notwithstanding the provisions of Section 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the LAAC, 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 twenty (20) days of work in each twenty-eight (28) day deployment period, with eight (8) regular days off.
- B. An employee in the class of Port Police Lieutenant shall be in actual attendance on duty a minimum of eight (8) hours every day he/she is assigned to work. The eight (8) 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.

Members in the class of Port Police Captain and Port Warden are salaried employees in accordance with the provisions of the FLSA.

- C. Notwithstanding any provisions of the LAAC, this Memorandum of Understanding, 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. These employees 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 which are authorized by Management. This provision does not apply to long term or recurring partial day absences.

- D. Salaried employees shall not receive overtime compensation. Management may, at its discretion, grant time off for excess hours worked due to unusual situations (such time off shall not be granted on an hour per hour basis).
- E. Salaried employees shall not be subject to disciplinary suspension for less than a workweek (seven days; half of the biweekly pay) unless the discipline is based on violations of a safety rule of major significance or misconduct by the unit member.

### **ARTICLE 3.6 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 in an FLSA workweek.

### **ARTICLE 3.7 A DRUG-FREE WORK PLACE**

The responsibilities inherent in the law enforcement profession require officers to undergo strict physical and psychological evaluations. Thorough pre-employment investigations into every facet of a unit member's background is 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 members of the Port of Los Angeles Command Officers Unit 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.

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 and the Harbor Department's Employee Assistance Program. The Department will take the necessary steps to ensure that this disclosure and participation in rehabilitation by the employee is kept confidential. The Department will cooperate with the employee's participation in rehabilitation by allowing the employee to utilize sick leave or other available discretionary leave (i.e., accrued time off or vacation) as necessary.

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:

- A. On his or her own initiative;
- B. 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
- C. 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.

During the term of this MOU, the Harbor Department and the Association agree to negotiate a Substance Abuse Testing Program which shall apply to all unit members.

**SECTION 4.0      BENEFITS**

**ARTICLE 4.1      VACATIONS**

Each employee in this unit who has completed his/her qualifying year on or after that date 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 Section 4.246 of the LAAC:

**VACATION ACCRUAL SCHEDULE**

<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 provided below on the effective date of appointment. Monthly accrual for this employee shall be effective on his/her one-year vacation anniversary date. Vacation hours are subject to deduction for absences as provided in Section 4.246(g) of the Los Angeles Administrative Code.

**VACATION FOR APPOINTMENT OF NON-CITY EMPLOYEE TO PORT WARDEN**

Years of Service Completed	Number of Vacation Hours
Upon permanent appointment, with less than 15 years of job-related work experience, as certified by the Personnel Department	120
Upon permanent appointment, with 15 or more years of job-related work experience, as certified by the Personnel Department	160

**ARTICLE 4.2 VACATION SCHEDULE**

Vacations will be scheduled as far in advance as possible. Consideration shall be given to the efficient operation of the department, the desire of the employees, and seniority in grade of the employees represented herein.

**ARTICLE 4.3 HEALTH AND DENTAL PLANS**

During the term of this MOU, the City will provide benefits in accordance with the Civilian Modified Flexible Benefits Program (hereinafter Flex Program) and any modifications thereto as recommended by the Joint Labor-Management Benefits Committee and approved by the City Council.

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 Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

**Section I – Health Plans**

The health plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City’s Joint Labor-Management Benefits Committee.

Management agrees to contribute for each full-time unit member a subsidy equal to the cost of his/her medical plan not to exceed \$1,305.86 per month beginning January 1, 2013.

Notwithstanding the above, Management's monthly subsidy for full-time employees shall increase by the increase in the Kaiser family rate. Increases in this monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser yearly premium rate change is implemented.

Management will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's dependents under the plan.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Health Plans. In the event that unit members are enrolled in a City-sponsored health care plan that affords a monthly subsidy, the following shall apply:

Effective January 1, 2014, 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.

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, then, effective January 1, 2014, 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**

The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with Los Angeles Administrative Code Section 4.303, upon the recommendation of the City's Joint Labor-Management Benefits Committee.

Management will expend for full-time employees in the classifications listed in this Unit 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.

During the term of this MOU, the Joint Labor-Management Benefits Committee will review all rate changes and their impact on the Dental Plans.

### **Section III – Definition of 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 Office, Personnel Department, which shall be signed by the City employee and domestic partner, declaring the existence of a domestic relationship.

By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner, or the dependents of such domestic partner.

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

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees who have not already done so may enroll themselves and, at their option, their eligible dependents in the City-sponsored 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.

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.

Management will retain all duties and responsibilities it has had for the administration of the City's Health and Dental Plans.

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

For an employee who is on family or medical leave under the provisions of Article 4.7 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 or Medical Leave in accordance with Article 4.7 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) 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 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 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 4.4 ASSOCIATION DISABILITY, OPTICAL AND LIFE INSURANCE PROGRAMS**

Each unit member, who is a member of the City Employees' Retirement System (CERS) will be enrolled in the Association Disability, Optical and Life Insurance Programs. Management will forward thirty-two (\$32.00) bi-weekly to carriers designated by the Association for each employee in the Unit who is on active payroll status and a member of CERS. Such amount shall be allocated for the Association Disability Program, Optical Program and Life Insurance Program.

Operative on the date a unit member became/becomes a member of the Fire and Police Pension System, each unit member will be enrolled in the Association Optical and Life Insurance Program only. Management will forward twenty-five dollars (\$25.00) bi-weekly to carriers designated by the Association for each employee in the Unit who is on active payroll status and a member of the Fire and Police Pension System. Such amount shall be allocated for the Association Optical Program, and Life Insurance Program.

The Controller and Personnel Department will establish such controls over the disbursement of funds as they deem necessary.

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 4.5 HOLIDAYS AND HOLIDAY PAY

- A. The following indicated days shall be treated as holidays during the term of this MOU:
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 (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) 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 (40) hours.

- H. Employees working in excess of: eight (8) 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 (8) 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 15 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 (8) 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 4.6 SICK LEAVE BENEFITS**

Management's present practices with regard to allowances for sick leave will be continued during this term of the Memorandum of Understanding. Such practices of allowance for sick leave shall be in accordance with Sections 4.126, 4.126.2 and 4.128 of the Los Angeles Administrative Code.

#### **ARTICLE 4.7 FAMILY AND MEDICAL LEAVE**

##### **A. Authorization for Leave**

Up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 4.13 – Family Illness), 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 Los Angeles Administrative Code to the contrary.

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.

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12)-month period, regardless of the number of incidents. A twelve (12)-month period shall begin on the first day of leave for each individual taking such leave. The succeeding twelve (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.

**Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See 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 Office, Personnel Department.
3. **Parent** means a biological, foster or adoptive parent, a stepparent, a legal guardian or an individual who stands or stood "*in loco parentis*" to an employee when the employee was a child. This term does not include parents "in-law." Persons who are "*in loco parentis*" includes those with day-to-day responsibilities to care for and/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 (12) months and who have worked for at least 1,040 hours during the twelve (12) months immediately preceding the beginning of the leave.

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

2. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this 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.

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 doctor certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

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 (4) months (nine [9] 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.

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 [9] pay periods) and must be concluded within one year of the child's birth or adoption.<sup>1</sup> (The administration of such leave shall be in accordance with Sections C.2. and D.7. of this Article.)

2. **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.
3. **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.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by management.

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<sup>1</sup> Whereas bonding leave for the pregnant employee may be taken before or after delivery, bonding leave for the non-pregnant employee shall be taken on or after the anticipated delivery or placement date of the child except as may be necessary under subsection IV.B. "Adoption".

5. 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 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 (3) 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.
6. **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.
7. **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 Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

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

If any employee requires another leave for a separate incident under the provisions of this Article during the same twelve (12) month period, a new request must be submitted.

8. A personal leave beyond the four (4) 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.
9. 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.

#### E. Notice Requirements

1. **Employee** – When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.
2. **Management** – In response to an employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall 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%) 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 approval, after exhaustion of 100% sick leave. In accordance with the final Department of Labor regulations, which became effective January 16, 2009, and govern the federal FMLA, 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 twelve (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 approval, after exhaustion of 100% sick leave. In accordance with the final Department of Labor regulations, which became effective January 16, 2009, and govern the federal FMLA, 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 approval, after exhaustion of 100% sick leave. In accordance with the final Department of Labor regulations, which became effective January 16, 2009, and govern the federal FMLA, 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

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.

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 4.8      BEREAVEMENT LEAVE

- A. Each employee in this Unit shall be entitled to three (3) days leave of absence with full pay for a death in the employee's immediate family.
- B. Each employee shall furnish, if required by Management, a death certificate or other satisfactory proof of the death to justify any bereavement leave.
- C. "Immediate family" shall include the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, step-parent, step-child, grandparent, grandchild or any minor dependent or any relative who resided in the employee's household immediately prior to death, a foster child, the domestic partner of the employee, and the following relatives of an employee's domestic partner: child, grandchild, mother, father, or a household member. Simultaneous, multiple family deaths will be considered as one occurrence.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring existence of a domestic partnership. No affidavit is required to secure bereavement leave benefits arising from the death of a household member (any person residing in the immediate household of the employee at the time of death). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

- D. Employees shall be entitled to use the bereavement leave granted under this section up until three hundred seventy (370) calendar days from the date of the death of the qualifying immediate family member. Bereavement leave not used prior to the expiration of 370 calendar days from the date of said death shall be deemed waived and lost.

## ARTICLE 4.9 RETIREMENT BENEFITS

### A. Benefits

Effective the beginning of the pay period following the effective date of the ordinance implementing the Early Retirement Incentive Program through June 30, 2011, for all Unit members who are members of LACERS hired prior to January 1, 1983, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective July 1, 2011, for all Unit members who are members of LACERS regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented. The employee contribution rate shall return to 6% in accordance with the Early Retirement Incentive Program (LAAC 4.1033).

Effective July 1, 2011, all Unit members who are members of LACERS shall contribute an additional four percent (4%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance. This additional four percent (4%) employee retirement contribution amount shall result in a total flat rate employee retirement contribution rate of eleven percent (11 %) on July 1, 2011, in accordance with the above provisions. This additional four percent (4%) contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter provisions.

B. Procedure for Benefits Modifications

Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified member organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members in the City Employees' Retirement System are affected shall be recommended to the City Council by the City Administrative Officer as affecting the membership of all employees in the City Employees' Retirement System. Such modifications need not be included in the Memorandum of Understanding in order to be considered appropriately negotiated.

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 City Administrative Officer 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.

If agreement is not reached between Management and the organizations representing a majority of the members in the City Employees' Retirement System as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

- C. The provisions of this Article shall only apply to members in the City Employees' Retirement System.
- D. As of June 2011 there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Notwithstanding Division 4, Chapter 11, Article 3 of the LAAC, commencing on the effective date of this MOU Amendment, the parties agree that the retiree health benefit available under this program is a vested benefit for bargaining unit members. Specifically, the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 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.

#### **ARTICLE 4.10 INJURED ON DUTY PAY**

For Unit members injured on duty after January 1, 2001, 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. This Article shall not affect employees whose injury occurred before January 1, 2001.

#### **ARTICLE 4.11 RAIN GEAR**

Management shall provide standard law enforcement rain gear for employees who are required to work outside in inclement weather. Management shall replace such gear when no longer serviceable.

#### **ARTICLE 4.12 ASSIGNED VEHICLES**

Management agrees to continue the current practice of providing a "take home" vehicle to allow for emergency response, and off-hours inspection, etc. 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.

#### **ARTICLE 4.13 FAMILY ILLNESS**

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

- A. Each employee who is absent from work by reason of the illness or injury of a member of the employee's immediate family and who has accrued any unused sick leave at full pay shall be allowed a leave of absence with full pay not to exceed in the aggregate twelve (12) days in any one calendar absence with full pay not to exceed in the aggregate twelve (12) days in any one calendar year. As used in this Article the term "calendar year" shall mean the period commencing on the first day of the payroll period during which January 1st occurs and ending on the day immediately preceding the first day of the payroll period during which the next January 1st occurs.
- B. Each employee shall furnish, if required by the Harbor Department, satisfactory proof showing the extent of the illness or injury, sufficient to justify the absence.
- C. "Immediate family" shall include the father, mother, brother, sister, spouse, child, step-child, foster child, or other minor dependent or other relative residing in the employee's household, the domestic partner of an employee, a household member and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

Any employee claiming a domestic partner for purposes of this Article shall complete a confidential affidavit to be filed in the Employee Benefits Office, Personnel Department, which shall be signed by the City employee and the domestic partner, declaring the existence of a domestic partnership. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member (any person residing in the immediate household of the employee at the time of illness or injury). By extending to an employee the specific benefits defined by this Article, the City does not intend to confer or to imply any other unspecified benefits to such employee, or to the employee's domestic partner, or to the employee's household members, or to any other person.

- D. The aggregate number of days of absence for which pay may be allowed under this Article shall be included in the number of days for which sick leave with full pay is allowed.

## **SECTION 5.0        GRIEVANCES**

### **ARTICLE 5.1        GRIEVANCE PROCEDURE**

#### **A. Definitions**

A grievance is defined as any dispute concerning the interpretation or application of this written Memorandum of Understanding or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this Memorandum of Understanding. 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 Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. 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 has the responsibility to discuss 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 Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding, 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. Association is to be notified of the resolution of all other formal grievances.

#### C. Procedure

The grievance procedure for employees covered by this Memorandum of Understanding shall be as follows:

##### Step 1 - Informal Discussion

The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) calendar days following the day during which the event upon which the grievance is based occurred.

The immediate supervisor shall respond within five (5) 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 the next step.

## Step 2 - First Level of Review

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 person designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

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 fifteen (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 the next level of review.

## Step 3 - Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) 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.

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 fifteen (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 the next level of review.

## Step 4 - Mediation (optional)

If the grievance is not resolved at Step 3, the Union or Management representative may, within ten (10) calendar days following receipt of Management's response at Step 3, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of Management and the Union.

A request for mediation must be in writing and must be submitted to the affected department's personnel officer or union representative within the above-prescribed time limits. The personnel officer or union representative shall, within ten (10) calendar days following receipt of the mediation request, return the request to the Union or Management representative with a denial or an agreement that the parties jointly request the Employee Relations Board (ERB) to appoint a mediator.

The Executive Director of the Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees for mediation shall be shared equally by Union and Management.

The mediation procedure shall be informal. The primary effort will be to assist the parties in settling the grievance. Court reports 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.

If the grievance is resolved through mediation, notwithstanding the provisions of Section 4.865 of the Employee Relations Ordinance, the parties may agree to accept the results of mediation as binding.

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 5 - General Manager/Third Level of Review

If the grievance is not settled at Step 3 and grievance mediation is unsuccessful, the grievant may serve written notice of the grievance on said form upon his/her General Manager or designee within seven (7) calendar days following receipt of the grievance response at Step 3 or seven (7) calendar days following grievance mediation. 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 thirty (30) calendar days from the date said arguments were submitted.

### Step 6 - Arbitration

If the written decision at Step 5 does not settle the grievance, or if no written decision is rendered within the time limits set forth at Step 5, the grievant and Association jointly may serve upon the head of the department a written notice that a written request for arbitration has been filed with the Employee Relations Board. The request for arbitration must be filed with the Employee Relations Board within ten (10) 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 5. Failure of the grievant and Association jointly to serve the written request for arbitration with the Employee Relations Board within said period shall constitute a waiver of the grievance.

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 Employee Relations Board, within seven (7) calendar days following receipt of said list.

- a. 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 Employee Relations Board, 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 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.
- b. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.
- c. 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 Memorandum of Understanding.

### **ARTICLE 5.2 GRIEVANCE REPRESENTATION**

The Association may designate a reasonable number of grievance representatives who must be members of the Unit, and shall provide the department with a written list of employees who have been so designated. Management will quarterly accept changes to the list presented by the Association. An employee may select a non-City employee as a grievance representative, at the employee's own expense. A grievance representative if so requested, may represent a grievant in the presenting of grievances at all levels of the grievance procedure.

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. 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 work location of the grievant.

If a grievance representative must leave his/her work location to represent a grievant, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the grievance representative will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the grievance 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.

Time spent on grievances outside of regular working hours of the employee 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 representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

## **SECTION 6.0        TIME OFF**

### **ARTICLE 6.1        EMPLOYMENT OPPORTUNITIES**

The Personnel Department will mail 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 mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

### **ARTICLE 6.2        JURY SERVICE**

Any employee who is duly summoned to attend any court for the purpose of performing jury service or nominated and selected to serve on the Grand Jury of Los Angeles County shall, for those days during which jury service is actually performed and those days necessary to qualify for jury service, receive his/her regular salary. Provided, however, that any jury attendance fees received by any employee who receives his/her regular salary pursuant to this provision, except those fees received for jury service performed on a regular day off or a holiday, shall be paid to Management. Should any employee fail to deposit jury attendance fees as required by this Article within 30 days from the last day of jury service, the affected department shall notify the Controller of such non-deposit and the Controller shall deduct an equivalent amount from said person's paycheck. The absence of any employee for the purpose of performing jury service shall be deemed to be an authorized absence with pay within the meaning of Section 4.75 of the Los Angeles Administrative Code.

**ARTICLE 6.3      CIVIC DUTY**

Whenever an employee is served with a subpoena by a court of competent jurisdiction which compels his/her presence as a witness during his/her normal working period, unless he/she is a party to the litigation or an expert witness, such employee shall be granted time off with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. This Article is not applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

A court of competent jurisdiction is defined as a court within the County in which the employee resides or if outside the county of residence, the place of appearance must be within 150 miles of the employee's residence in order for this Article to apply.

**SECTION 7.0      COMPENSATION**

**ARTICLE 7.1      SALARIES AND POST**

- A. The parties to this Memorandum of Understanding jointly recommend to the City Council approval of the salary ranges set forth in Appendices A—D.
- B. The salary ranges set forth in the following Appendices shall become operative as indicated below.

Appendix A	July 1, 2009
Appendix B	July 1, 2012
Appendix C	January 1, 2013
Appendix D	June 30, 2013

- C. POST Certificate Bonus – Port Police Lieutenant
  - 1. Any Port Police Lieutenant covered by this MOU who successfully completes and presents a Basic POST Certificate to management, shall be paid a pension-based POST bonus of three percent (3%) of regular pay. On the same date that Appendix C of this MOU becomes effective, the class of Port Police Lieutenant shall no longer be eligible to receive a pension-based bonus for completing and presenting a Basic POST Certificate. The equivalent amount shall be included in the base wage for that class.
  - 2. Any Port Police Lieutenant covered by this MOU, who currently holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to management, shall effective the date of presentation, receive a bonus equal to one percent (1%) of regular pay.
  - 3. Any Port Police Lieutenant covered by this MOU, who currently holds or has successfully completed the requirement for an Advanced POST Certificate and

has presented this certificate to management, shall effective the date of presentation, receive an additional bonus of two percent (2%) of regular pay.

4. The date of issuance on said Certificate shall be the operative date for the award of the bonus for payroll purposes, except when new employees possess a POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.
5. Provisions of this Article shall not be grievable.

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

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

1. **POST Bonus** – Any Port Police Captain or Port Warden who successfully completes and presents to management a Supervisory or Management POST Certificate shall be paid a pension-based POST bonus of three percent (3%) of regular pay.
2. **Command Officer POST Bonus** – Any Port Police Captain or Port Warden who completes the annual POST in-service training will receive a 1% pension based bonus.
3. **Continuing Education Bonus (CEB)** – Any Port Police Captain or Port Warden who successfully completes the training requirements specified below shall be paid a pension-based Continuing Education bonus of one percent (1%) of regular pay.
  - a. **CEB – Term of MOU**  
During the term of the MOU employees must submit proof of completing forty (40) hours of continuing professional development training in leadership, management, or other 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 the Management 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 the Management designee representative before receiving the Continuing Education (1%) percent bonus as specified in this Article.

- 1) Employees must submit proof of qualifying for the Continuing Education Bonus by 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 by June 30, the bonus (one percent) shall automatically cease on July 1<sup>st</sup>.
- 2) The continuing education courses and professional training must be pre-approved by the Harbor Department Executive Director or the Management designee. The purpose of the continuing education courses is to provide command officers with professional development training.
- 3) Employees must successfully complete (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.

E. Salary Note

During the term of this MOU, the General Manager of the Harbor Department (or his/her designee) may approve one Port Police Captain (Code 3224) position to receive additional compensation of 5% of regular pay (pension based). The position receiving the additional compensation must have successfully completed his/her probationary period in the Port Police Captain class. Nothing in this salary note is intended to authorize a Port Police Captain to supervise another Port Police Captain. The designation and removal of this additional compensation is not grievable.

## **ARTICLE 7.2      CALL BACK PAY**

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

## **ARTICLE 7.3      OVERTIME**

For Unit members in the class of Port Police Lieutenant.

### Distribution of Overtime

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.

### Method of Compensation

The method of compensation, either cash or time off (book overtime), will be at the discretion of Management. Overtime compensation (cash or booked) will be accounted for in increments of six (6) minutes. Book overtime must be approved by the Division Head or his designee. Accumulation of book overtime is limited to eighty (80) hours per employee. At any time, the Executive Director may direct that any accumulated book overtime be paid in cash.

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.

## ARTICLE 7.4      COMPENSATION FOR COURT APPEARANCES

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

### A. Basic Compensation

An employee, at the employee's option, may report to court when subpoenaed or remain on-call. If the employee elects to appear in court, the supervisor must be notified, as soon as practical prior to the scheduled court appearance. If the employee wishes to remain on-call, the employee must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. 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 the supervisor knows the employee can be reached.

1. An off-duty employee shall receive a minimum of four (4) 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 (4) 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 (8) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

### C. Exceptions to the Four Hour Minimum

1. Court appearances or on-call status commencing four (4) 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 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. Court appearances or on-call status that begins during an employee's regularly assigned shift: compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance or on-call status with the same noon recess provisions as outlined in Paragraph A.2. above.
4. Compensation for on-call status shall not exceed four (4) hours.

**ARTICLE 7.5      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 7.6      MARKSMANSHIP BONUS**

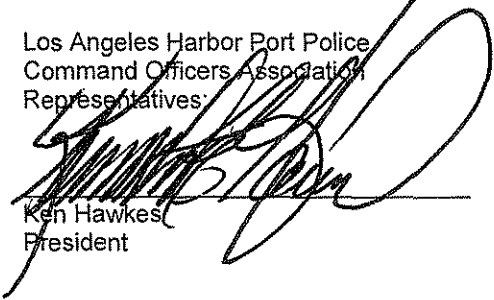
- A. During the term of this MOU, Management shall pay the bonus indicated below to Port Police Lieutenants who meet the criteria established by the Harbor Department for each of the listed levels of shooting expertise:

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

- B. Compensation will be paid beginning with the first full payroll period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After that period, the employee shall be allowed to requalify and receive the appropriate compensation accordingly. An employee who qualifies in a lower level may requalify at any time in a higher grade and be paid accordingly. Employees will be compensated for only one level of expertise.

**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.

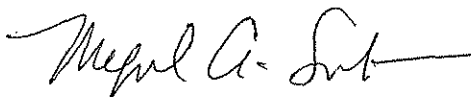
Los Angeles Harbor Port Police  
Command Officers Association  
Representatives:



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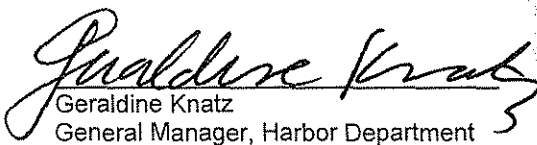
Ken Hawkes  
President

City of Los Angeles  
Representatives:



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Miguel A. Santana  
City Administrative Officer



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Geraldine Knatz  
General Manager, Harbor Department

**As to form:**



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City Attorney's Office

4-16-13

Date

**MOU 27 - APPENDIX A - SALARIES OPERATIVE July 1, 2009**

			Step 1	Step 2	Step 3	Step 4	Step 5	
<b>Port Police Lieutenant</b>	Regular Pay	HR	43.39	45.81	48.36	51.06	53.91	
		BW	3,471.20	3,664.80	3,868.80	4,084.80	4,312.80	
		YR	90,598.32	95,651.28	100,975.68	106,613.28	112,564.08	
	Class Code 3223	Basic POST - 3%	HR	1.30	1.37	1.45	1.53	1.62
			BW	104.00	109.60	116.00	122.40	129.60
			YR	2,714.40	2,860.56	3,027.60	3,194.64	3,382.56
	Range 4339	Intermediate POST - 1%	HR	0.43	0.46	0.48	0.51	0.54
			BW	34.40	36.80	38.40	40.80	43.20
			YR	897.84	960.48	1,002.24	1,064.88	1,127.52
		Advanced POST - 2%	HR	0.87	0.92	0.97	1.02	1.08
			BW	69.60	73.60	77.60	81.60	86.40
			YR	1,816.56	1,920.96	2,025.36	2,129.76	2,255.04
	<b>Port Police Captain</b>	Regular Pay	HR	50.28	53.08	56.04	59.16	62.46
			BW	4,022.40	4,246.40	4,483.20	4,732.80	4,996.80
			YR	104,984.64	110,831.04	117,011.52	123,526.08	130,416.48
Class Code 3224		POST Cert - 3%	HR	1.51	1.59	1.68	1.77	1.87
			BW	120.80	127.20	134.40	141.60	149.60
			YR	3,152.88	3,319.92	3,507.84	3,695.76	3,904.56
Range 5028		In Service Training - 1%	HR	0.50	0.53	0.56	0.59	0.62
			BW	40.00	42.40	44.80	47.20	49.60
			YR	1,044.00	1,106.64	1,169.28	1,231.92	1,294.56
		Continuing Education - 1%	HR	0.50	0.53	0.56	0.59	0.62
			BW	40.00	42.40	44.80	47.20	49.60
			YR	1,044.00	1,106.64	1,169.28	1,231.92	1,294.56
<b>Port Warden I</b>		Regular Pay	HR	60.37	63.74	67.29	71.04	75.00
			BW	4,829.60	5,099.20	5,383.20	5,683.20	6,000.00
			YR	126,052.56	133,089.12	140,501.52	148,331.52	156,600.00
	Class Code 0801-1	POST Cert - 3%	HR	1.81	1.91	2.02	2.13	2.25
			BW	144.80	152.80	161.60	170.40	180.00
			YR	3,779.28	3,988.08	4,217.76	4,447.44	4,698.00
	Range 6037	In Service Training - 1%	HR	0.60	0.64	0.67	0.71	0.75
			BW	48.00	51.20	53.60	56.80	60.00
			YR	1,252.80	1,336.32	1,398.96	1,482.48	1,566.00
		Continuing Education - 1%	HR	0.60	0.64	0.67	0.71	0.75
			BW	48.00	51.20	53.60	56.80	60.00
			YR	1,252.80	1,336.32	1,398.96	1,482.48	1,566.00
	<b>Port Warden II</b>	Regular Pay	HR	63.78	67.34	71.09	75.05	79.23
			BW	5,102.40	5,387.20	5,687.20	6,004.00	6,338.40
			YR	133,172.64	140,605.92	148,435.92	156,704.40	165,432.24
Class Code 0801-2		POST Cert - 3%	HR	1.91	2.02	2.13	2.25	2.38
			BW	152.80	161.60	170.40	180.00	190.40
			YR	3,988.08	4,217.76	4,447.44	4,698.00	4,969.44
Range 6378		In Service Training - 1%	HR	0.64	0.67	0.71	0.75	0.79
			BW	51.20	53.60	56.80	60.00	63.20
			YR	1,336.32	1,398.96	1,482.48	1,566.00	1,649.52
		Continuing Education - 1%	HR	0.64	0.67	0.71	0.75	0.79
			BW	51.20	53.60	56.80	60.00	63.20
			YR	1,336.32	1,398.96	1,482.48	1,566.00	1,649.52

**MOU 27 - APPENDIX B - SALARIES OPERATIVE July 1, 2012**

			Step 1	Step 2	Step 3	Step 4	Step 5	
<b>Port Police Lieutenant</b>	Regular Pay	HR	44.26	46.73	49.34	52.09	54.99	
		BW	3,540.80	3,738.40	3,947.20	4,167.20	4,399.20	
		YR	92,414.88	97,572.24	103,021.92	108,763.92	114,819.12	
	Class Code 3223	Basic POST - 3%	HR	1.33	1.40	1.48	1.56	1.65
			BW	106.40	112.00	118.40	124.80	132.00
			YR	2,777.04	2,923.20	3,090.24	3,257.28	3,445.20
	Range 4426	Intermediate POST - 1%	HR	0.44	0.47	0.49	0.52	0.55
			BW	35.20	37.60	39.20	41.60	44.00
			YR	918.72	981.36	1,023.12	1,085.76	1,148.40
		Advanced POST - 2%	HR	0.89	0.93	0.99	1.04	1.10
			BW	71.20	74.40	79.20	83.20	88.00
			YR	1,858.32	1,941.84	2,067.12	2,171.52	2,296.80
	<b>Port Police Captain</b>	Regular Pay	HR	51.28	54.14	57.16	60.35	63.71
			BW	4,102.40	4,331.20	4,572.80	4,828.00	5,096.80
			YR	107,072.64	113,044.32	119,350.08	126,010.80	133,026.48
Class Code 3224		POST Cert - 3%	HR	1.54	1.62	1.71	1.81	1.91
			BW	123.20	129.60	136.80	144.80	152.80
			YR	3,215.52	3,382.56	3,570.48	3,779.28	3,988.08
Range 5128		In Service Training - 1%	HR	0.51	0.54	0.57	0.60	0.64
			BW	40.80	43.20	45.60	48.00	51.20
			YR	1,064.88	1,127.52	1,190.16	1,252.80	1,336.32
		Continuing Education - 1%	HR	0.51	0.54	0.57	0.60	0.64
			BW	40.80	43.20	45.60	48.00	51.20
			YR	1,064.88	1,127.52	1,190.16	1,252.80	1,336.32
<b>Port Warden I</b>		Regular Pay	HR	61.58	65.01	68.63	72.46	76.50
			BW	4,926.40	5,200.80	5,490.40	5,796.80	6,120.00
			YR	128,579.04	135,740.88	143,299.44	151,296.48	159,732.00
	Class Code 0801-1	POST Cert - 3%	HR	1.85	1.95	2.06	2.17	2.30
			BW	148.00	156.00	164.80	173.60	184.00
			YR	3,862.80	4,071.60	4,301.28	4,530.96	4,802.40
	Range 6158	In Service Training - 1%	HR	0.62	0.65	0.69	0.72	0.77
			BW	49.60	52.00	55.20	57.60	61.60
			YR	1,294.56	1,357.20	1,440.72	1,503.36	1,607.76
		Continuing Education - 1%	HR	0.62	0.65	0.69	0.72	0.77
			BW	49.60	52.00	55.20	57.60	61.60
			YR	1,294.56	1,357.20	1,440.72	1,503.36	1,607.76
	<b>Port Warden II</b>	Regular Pay	HR	65.04	68.67	72.50	76.54	80.81
			BW	5,203.20	5,493.60	5,800.00	6,123.20	6,464.80
			YR	135,803.52	143,382.96	151,380.00	159,815.52	168,731.28
Class Code 0801-2		POST Cert - 3%	HR	1.95	2.06	2.18	2.30	2.42
			BW	156.00	164.80	174.40	184.00	193.60
			YR	4,071.60	4,301.28	4,551.84	4,802.40	5,052.96
Range 6504		In Service Training - 1%	HR	0.65	0.69	0.73	0.77	0.81
			BW	52.00	55.20	58.40	61.60	64.80
			YR	1,357.20	1,440.72	1,524.24	1,607.76	1,691.28
		Continuing Education - 1%	HR	0.65	0.69	0.73	0.77	0.81
			BW	52.00	55.20	58.40	61.60	64.80
			YR	1,357.20	1,440.72	1,524.24	1,607.76	1,691.28

**MOU 27 - APPENDIX C - SALARIES OPERATIVE January 1, 2013**

			Step 1	Step 2	Step 3	Step 4	Step 5	
<b>Port Police Lieutenant</b>	Regular Pay	HR	46.70	49.30	52.05	54.95	58.01	
		BW	3,736.00	3,944.00	4,164.00	4,396.00	4,640.80	
		YR	97,509.60	102,938.40	108,680.40	114,735.60	121,124.88	
	Class Code 3223	Intermediate POST - 1%	HR	0.47	0.49	0.52	0.55	0.58
			BW	37.60	39.20	41.60	44.00	46.40
			YR	981.36	1,023.12	1,085.76	1,148.40	1,211.04
	Range 4670	Advanced POST - 2%	HR	0.93	0.99	1.04	1.10	1.16
			BW	74.40	79.20	83.20	88.00	92.80
			YR	1,941.84	2,067.12	2,171.52	2,296.80	2,422.08
	<b>Port Police Captain</b>	Regular Pay	HR	52.56	55.49	58.58	61.85	65.30
			BW	4,204.80	4,439.20	4,686.40	4,948.00	5,224.00
			YR	109,745.28	115,863.12	122,315.04	129,142.80	136,346.40
Class Code 3224		POST Cert - 3%	HR	1.58	1.66	1.76	1.86	1.96
			BW	126.40	132.80	140.80	148.80	156.80
			YR	3,299.04	3,466.08	3,674.88	3,883.68	4,092.48
Range 5256		In Service Training - 1%	HR	0.53	0.55	0.59	0.62	0.65
			BW	42.40	44.00	47.20	49.60	52.00
			YR	1,106.64	1,148.40	1,231.92	1,294.56	1,357.20
		Continuing Education - 1%	HR	0.53	0.55	0.59	0.62	0.65
			BW	42.40	44.00	47.20	49.60	52.00
			YR	1,106.64	1,148.40	1,231.92	1,294.56	1,357.20
<b>Port Warden I</b>	Regular Pay	HR	63.11	66.63	70.35	74.27	78.41	
		BW	5,048.80	5,330.40	5,628.00	5,941.60	6,272.80	
		YR	131,773.68	139,123.44	146,890.80	155,075.76	163,720.08	
	Class Code 0801-1	POST Cert - 3%	HR	1.89	2.00	2.11	2.23	2.35
			BW	151.20	160.00	168.80	178.40	188.00
			YR	3,946.32	4,176.00	4,405.68	4,656.24	4,906.80
	Range 6311	In Service Training - 1%	HR	0.63	0.67	0.70	0.74	0.78
			BW	50.40	53.60	56.00	59.20	62.40
			YR	1,315.44	1,398.96	1,461.60	1,545.12	1,628.64
		Continuing Education - 1%	HR	0.63	0.67	0.70	0.74	0.78
			BW	50.40	53.60	56.00	59.20	62.40
			YR	1,315.44	1,398.96	1,461.60	1,545.12	1,628.64
<b>Port Warden II</b>	Regular Pay	HR	66.99	70.73	74.67	78.83	83.23	
		BW	5,359.20	5,658.40	5,973.60	6,306.40	6,658.40	
		YR	139,875.12	147,684.24	155,910.96	164,597.04	173,784.24	
	Class Code 0801-2	POST Cert - 3%	HR	2.01	2.12	2.24	2.36	2.50
			BW	160.80	169.60	179.20	188.80	200.00
			YR	4,196.88	4,426.56	4,677.12	4,927.68	5,220.00
	Range 6699	In Service Training - 1%	HR	0.67	0.71	0.75	0.79	0.83
			BW	53.60	56.80	60.00	63.20	66.40
			YR	1,398.96	1,482.48	1,566.00	1,649.52	1,733.04
		Continuing Education - 1%	HR	0.67	0.71	0.75	0.79	0.83
			BW	53.60	56.80	60.00	63.20	66.40
			YR	1,398.96	1,482.48	1,566.00	1,649.52	1,733.04

**MOU 27 - APPENDIX D - SALARIES OPERATIVE June 30, 2013**

			Step 1	Step 2	Step 3	Step 4	Step 5	
<b>Port Police Lieutenant</b>	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	
	Class Code 3223	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
	Range 4786	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
	<hr/>							
	<b>Port Police Captain</b>	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								
Class Code 3224		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
Range 5388		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 - 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
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<b>Port Warden I</b>	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	
	Class Code 0801-1	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
	Range 6469	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 - 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
<hr/>								
<b>Port Warden II</b>	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	
	Class Code 0801-2	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
	Range 7017	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 - 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

## APPENDIX E - LIST OF SAFETY CLOTHING AND DEVICES

The safety clothing and devices listed below shall be provided to employees of the Unit whose regular assignment warrants said clothing and devices. Items, as indicated below, shall be replaced when determined by Management to no longer be serviceable. Issued clothing shall be maintained and cleaned at the employee's expense.

### PATROL:

Vest - Level III protection, - 1 (to be replaced every five (5) years or longer based upon Manufacturer's specifications)

Flashlight - High quality miniature -1 (bulb and batteries to be replaced as needed)

CPR Mask- Disposable (maintain sufficient supply as needed)

## **APPENDIX F - MERIT PAY**

During the term of this MOU, any Port Police Captain (Code 3224) at step 5 of the salary range for a minimum of twelve (12) calendar months shall become eligible to receive a merit pay salary adjustment of 2.75% above the current rate as assigned in the salary appendices above.

Receipt of merit pay in this Appendix is a privilege to be earned and retained on the basis of merit, and not a right. No employee in a position compensated in this Appendix may receive merit pay until the Port Warden certifies to the Controller that the employee has completed the required period of one year of observed performance in his/her class and further certifies that he/she finds the employee's standard of service to qualify for merit pay. Any such designation shall be made in writing to the Controller.

If at any time the standard of service of an employee who is receiving merit pay no longer qualifies for merit pay, the Port Warden may so certify to the Controller, and in that event the salary of such employee shall revert from the merit pay salary to step 5 and the employee shall not again be advanced to the merit pay salary unless and until the Port Warden certifies that, in his/her opinion, such employee has achieved a qualifying standard of service for merit pay for the required period. An employee whose pay has been reduced to step 5 may be eligible for re-certification of merit pay based upon an evaluation of one-half (50%) the period of time required for initial certification. Consideration for re-certification of merit pay shall be processed in the same manner as consideration for initial merit pay.

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

The Port Warden shall establish procedures for rating and reviewing the standards of service required for merit increases. The procedures shall provide as follows:

- (1) A Performance Evaluation Report must be completed by the Port Warden.
- (2) Rating and reviewing of an employee's performance must be completed at least annually. Ratings will be completed in the month corresponding with the employee's promotion anniversary date.
- (3) Rating and reviewing of an employee's performance may be completed at any time the employee's standard of service falls below the minimum standard required for receiving his/her present merit pay salary.
- (4) The Port Warden shall forward to the General Manager of the Harbor Department (or his/her designee) a recommendation to grant or withhold merit pay:

- a. If the Port Warden's recommendation is to grant merit pay, the General Manager of the Harbor Department (or his/her designee) shall process the appropriate documentation to grant the merit pay.
  - b. If the Port Warden's recommendation is to grant merit pay and the General Manager of the Harbor Department (or his/her designee) does not concur, the General Manager of the Harbor Department (or his/her designee) shall state in writing the specific reasons for recommending against the merit pay. A copy of the General Manager of the Harbor Department's (or his/her designee) written reasons for recommending against the merit pay shall also be provided to the affected employee. The employee shall have 20 calendar days to submit a written response to the General Manager of the Harbor Department's (or his/her designee) recommendation. The General Manager of the Harbor Department (or his/her designee) shall consider the employee's written response when determining whether to grant or deny the merit pay. If no response is received within 20 calendar days, the employee's response shall be deemed waived.
  - c. If the Port Warden's recommendation is to deny merit pay, and the General Manager of the Harbor Department (or his/her designee) concurs, the process listed in (b) above shall be followed.
  - d. If the Port Warden's recommendation is to deny merit pay, and the General Manager of the Harbor Department (or his/her designee) does not concur, the General Manager of the Harbor Department (or his/her designee) shall grant the merit pay.
- (5) Any recommendation to remove merit pay from a unit member shall be in writing and transmitted, along with the employee's most recent Performance Evaluation Report, through the chain of command to the General Manager of the Harbor Department (or his/her designee). The recommendation shall specifically state the reasons for the recommendation. The affected employee shall be provided with a copy of the recommendation and shall have 20 calendar days to make a written response to the recommendation. The General Manager of the Harbor Department (or his/her designee) shall consider the employee's written response when determining whether to remove the employee's merit pay. If the employee does not submit a response within 20 calendar days, the response shall be deemed waived.

The General Manager of the Harbor Department (or his/her designee) shall render a decision in writing and a copy of which shall go to the affected employee and Port Warden. If the decision is to remove the merit pay, the removal will be effective on the date the General Manager of the Harbor Department (or his/her designee) signs the written decision.

- (6) The decision of the General Manager of the Harbor Department (or his/her designee) to grant or withhold merit pay is final and is not subject to any review, grievance, or appeal other than what is already contained in this Appendix.
- (7) Upon satisfying all of the requirements for merit pay under this Appendix and approval of the General Manager of the Harbor Department, merit pay shall become effective at the beginning of the pay period of the employee's promotion anniversary date.

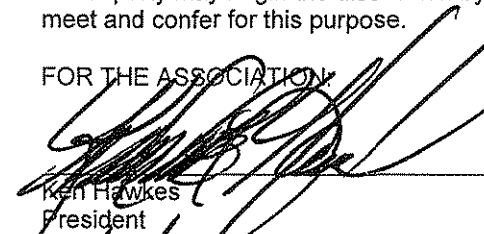
LETTER OF INTENT  
MEMORANDUM OF UNDERSTANDING NO. 27  
PORT OF LOS ANGELES COMMAND OFFICERS ASSOCIATION  
REPRESENTATION UNIT

MOU REOPENER

The undersigned parties agree that during the term of this MOU, the MOU may be reopened on economic issues if the Mayor or Council officially declares an economic emergency. The parties further agree that an economic emergency will be declared only after notifying this Association. The declaration of an economic emergency shall not be subject to any grievance or arbitration procedure.

Either party may begin the discussion by notifying the other party in writing of its intent to meet and confer for this purpose.

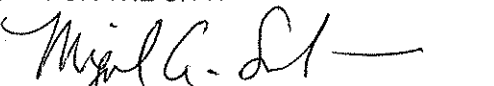
FOR THE ASSOCIATION:



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Ken Hawkes  
President  
3/28/13  
Date

FOR THE CITY:



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Miguel A. Santana  
City Administrative Officer  
3/28/13  
Date

**LETTER OF INTENT**  
**2006-2009 Memorandum of Understanding**

**Administrative Appeal Procedure**

During the term of this MOU, the undersigned parties agree to reopen negotiations regarding the creation and establishment of an administrative appeal procedure.

Peace Officers are entitled to an administrative hearing pursuant to the provisions of the California Public Safety Officers Procedural Bill of Rights Act. The parties acknowledge that it is a mutual goal to create an administrative appeals procedure that is distinct from the grievance process (Article 5.1) and in compliance with the California Public Safety Officers Procedural Bill of Rights Act and State and Federal laws. The parties further acknowledge that the administrative appeal procedure will only be applicable to the following circumstances:

- Any action by the Harbor Department following a selection process for a civil service classification (this does not include a dispute involving an action by the Board of Civil Service Commissioners, the Personnel Department, or a civil service interview board, even if that action was taken by a Department employee)
- Department-initiated transfers
- Discipline of five days or less involving non-probationary employees
- Termination of entry-level probationary employees for misconduct involving a liberty interest
- Reassignment from advanced paygrade positions/Reductions in Compensation
- Deselection from bonus positions

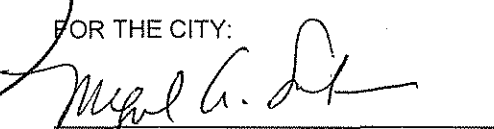
To begin the process, the City will provide to the Association its proposal for an administrative appeal procedure no later than 60 days after the execution of the 2006/09 MOU. The parties will then re-open negotiations to meet and confer, with an implementation goal of no later than January 1, 2010 if the parties are able to mutually agree to a policy.

FOR THE ASSOCIATION:

  
Ken Hawkes  
President

3/28/2013  
Date

FOR THE CITY:

  
Miguel A. Santana  
City Administrative Officer

3/28/12  
Date