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 11th day of April, 2019

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES PORT POLICE COMMAND OFFICERS ASSOCIATION

JUNE 24, 2018 THROUGH JUNE 18, 2022

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

A. On April 25, 2002, the Los Angeles Port Police Command Officers Association ("Association") was certified by the Employee Relations Board ("ERB") as the certified representative of employees in the Port of Los Angeles Command Officers Unit ("Unit"). Accordingly, the City of Los Angeles ("City") hereby recognizes the Association as the exclusive representative of the employees in said Unit in accordance with the provisions of Los Angeles Administrative Code ("LAAC") Section 4.822.

B. The term "employee" or "employees" as used herein shall refer only to an employee or employees employed by the City in classifications listed in salary appendices of this Memorandum of Understanding ("MOU"), as well as such classes that may be added hereafter by the ERB.

ARTICLE 1.2 PARTIES TO THIS MOU

This MOU is entered into by and between the City Administrative Officer ("Management") as the authorized management representative of the City of Los Angeles as designated under Los Angeles Administrative Code (LAAC) section 4.870.a.(1), the authorized management representative of the Harbor Department ("Department") as designated under LAAC section 4.870.a.(2), and the Association ("Association") as the authorized representative of the Unit.

ARTICLE 1.3 IMPLEMENTATION OF THIS MOU

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

   1. The Association has notified Management in writing that it has approved this MOU in its entirety; and,

   2. The City Council has approved this MOU in its entirety.

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

ARTICLE 1.4 FULL UNDERSTANDING

A. The Association and Management acknowledge that during the meet and confer process, each party had the unlimited right and the opportunity to make demands

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

B. The Association, the Department, and Management mutually understand and agree that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with the implementation provisions of this MOU.

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

ARTICLE 1.5 TERM

A. The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, in accordance with the implementation provisions of this MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 0000 hours on June 24, 2018. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 18, 2022.

B. Notwithstanding the above, provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed, as long as the parties have met their obligation under the provisions of Article 1.6, Calendar for a Successor MOU, and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR A SUCCESSOR MOU

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

ARTICLE 1.7 OBLIGATION TO SUPPORT

The Association, the Department, and Management agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees, and the heads of various departments, offices, or bureaus for action, neither the Association, the Department, nor Management, nor their authorized representatives, will appear before the Mayor, City Council, Council Committees, or department heads, nor meet or communicate individually with the Mayor, members of the City Council, or department heads, or representatives of those individuals, to advocate any addition or deletion, or other change to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing

before or communicating with the Mayor, City Council, Council Committees, or department heads, nor meeting with the Mayor, individual members of the City Council, or department heads to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

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

B. If any term or provisions of this MOU Is found to be in conflict with any City, State, or Federal law, the Association and Management will meet as soon as possible thereafter to consider any revisions or amendments thereto that may be required.

ARTICLE 1.9 ACTIONS BY THE ERB

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

ARTICLE 1.10 MANAGEMENT-ASSOCIATION MEETINGS

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

ARTICLE 1.11 CITY MANAGEMENT RIGHTS

A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, the Mayor of the City of Los Angeles, the City Council, the Department, and Management ("City Management") have the exclusive right to: determine the mission of its constituent departments, offices, and boards; set standards of services to be offered to the public; exercise control and discretion over the City's organization and operations; select, promote, transfer, and/or discipline employees; relieve City employees from duty due to lack of work or other legitimate reasons; determine the methods, means, and personnel by which the City's operations are to be conducted; take all necessary actions to

maintain uninterrupted service to the community; and, execute its mission in emergencies. However, the exercise of these rights by City Management shall not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

B. The Department has the authority to transfer and assign employees of the department. The parties agree that such transfers and assignments are not grievable and are not arbitrable regardless of the reason.

C. Nothing contained in this Article shall be deemed to amend the Articles in Section 3.0, Grievances.

ARTICLE 1.12 CITY-ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

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

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

C. No Strike-No Lockout

1. In consideration of the mutual desire of the Association, the Department, and City Management to promote and ensure harmonious relations and in consideration of continuity of service to the public and the Mutual Pledge of Accord, City Management stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If

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

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

SECTION 2.0 ASSOCIATION SECURITY/EMPLOYEE RELATIONS

ARTICLE 2.1 NON-DISCRIMINATION

The Association and Management mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS) acquired or perceived, military and veteran status, political beliefs, union activity, LGBT identity, or retaliation for having filed a discrimination complaint.

ARTICLE 2.2 EMPLOYMENT OPPORTUNITIES

A. The City of Los Angeles Personnel Department ("Personnel Department") will email to the Association copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Examining Division of the Personnel Department will be emailed two calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

B. Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee's normal working period; provided, however, that each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time to and from the employee's workplace.

C. The Department shall notify the Association when the Department intends to fill a vacant position in this bargaining Unit.

ARTICLE 2.3 WORK ACCESS

A. An authorized Association representative shall have access to City facilities or work sites during working hours for the purpose of assisting employees covered under this MOU relative to their identified role in addressing grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting a designated management representative of the department, office, or bureau for the work site. In the event immediate access cannot be authorized, the designated representative shall inform the Association representative as to the earliest time when access can be granted.

B. The Association shall provide the Department and Management a written list of its authorized Association representatives, which shall be kept current by the Association.

C. This Article shall not be construed as a limitation on the power of the Department to restrict access to areas designated as secure or confidential.

ARTICLE 2.4 USE OF CITY FACILITIES

A. The Association may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.

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

ARTICLE 2.5 BULLETIN BOARDS

The Department shall provide a bulletin board or dedicated space at each work location for use by the Association. All official communications from the Association shall be posted in the space provided. The Association shall clearly print a removal date on all posted materials. The Department shall have the right to remove any material that is believed to be inappropriate for placement in the workplace.

ARTICLE 2.6 SERVICE FEES AND DUES

A. During the term of this MOU, Association dues and such other deductions as may be properly requested and lawfully permitted will be deducted by the Los Angeles City Controller ("City Controller") biweekly in twenty-four increments annually from the salary of each Unit member who files with the City Controller a written authorization that such deduction(s) be made.

B. Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of members covered hereunder shall be made to the Association by the City Controller within thirty working days after the conclusion of the month in which said dues and/or deductions were deducted.

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

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE REPRESENTATION

A. The Association may designate a reasonable number of grievance representatives who must be Unit members, and shall provide the Department and Management with a written list of employees who have been so designated. The Department and Management will accept changes to the list presented by the Association as they are made. An employee may select a non-City employee as a grievance representative in place of an Association Representative at the employee's own expense. A grievance or Association representative if so requested may represent a grievant in the presenting of grievances at all levels of the grievance procedure for which the grievant and his/her representative may have a reasonable amount of paid time off. However, said representative will receive paid time off only if he/she is a member of the Association and in the same Unit as the grievant, is employed by the same department as the grievant, and is employed within a reasonable distance from the grievant's work location.

B. An Association Representative who must leave his/her work location to represent a grievant must first obtain permission from his/her supervisor on a form provided by his/her department for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the Association Representative will be informed when time can be made available. Such time will not be more than 48 hours, excluding scheduled days off and/or legal holidays, after the time of the Association Representative's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

C. Time spent on grievances outside of regular working hours of the grievant and/or his/her representative shall not be counted as work time for any purpose. Whenever a grievance is to be presented during the working hours of the grievant and/or his/her Association Representative, only that amount of time necessary to bring about a prompt disposition of the grievance will be allowed.

ARTICLE 3.2 GRIEVANCE PROCEDURE

A. Definitions

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

B. Responsibilities and Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.

2. No grievant shall lose his/her right to process his/her grievance because of limitations in scheduling meetings imposed by the Department or Management.

3. The grievant is responsible for discussing his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.

4. By mutual agreement, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and the Department may waive one level of review from this grievance procedure.

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

C. Procedure

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

Step 1 - Informal Discussion

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

2. The immediate supervisor shall respond within five calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at Step 2.

Step 2 - First Level of Review

1. 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 upon the Department designee to review the grievance at Step 2 within seven calendar days of receipt of the grievance response or, in the absence of a response by the immediate supervisor, at the expiration of the time limit for the immediate supervisor to respond at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

2. If such written notice is served, the Department designee shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 15 calendar days from the date of service. Failure of the Department to respond within such time limit shall entitle the grievant to process his/her grievance at Step 3.

Step 3 - Second Level of Review

1. If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the Department designee to review the grievance at Step 3 within seven calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

2. If such written notice is served, said person shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 15 calendar days from the date of service. Failure of the Department to respond within such time limit shall entitle the grievant to process his/her grievance at Step 4.

Step 4 - Third Level of Review

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

Step 5 - Mediation (optional)

1. If the grievance is not resolved at Step 4, the Association or the Department may, within ten calendar days following receipt of the Department's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of the Association and the Department.

2. A request for mediation must be in writing and must be submitted to the Department's designated Personnel Director in charge of the Department's Human Resources Division or the Association within the above-prescribed time limits. The Personnel Director or Association Representative shall, within ten calendar days following receipt of the mediation request, return the request to the Association Representative or the Department Representative with a denial or an agreement that the parties jointly request the ERB to appoint a mediator.

3. The Executive Director of the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and the Department may jointly agree to a mediator selected by the Executive Director of the ERB. The fees for mediation shall be shared equally by the Association and the Department.

4. The mediation procedure shall be informal, the primary effort being to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.

5. If the grievance is resolved through mediation, notwithstanding the provisions of LAAC Section 4.865, the Association and the Department may, by mutual agreement, accept the results of mediation as binding.

6. 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 Association and the Department, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

Step 6 - Arbitration

1. If the grievance is not settled after the issuance of the written decision at Step 4 or the mediation efforts at Step 5, or if no written decision is rendered within the time limits set forth at Step 4, the grievant and the Association jointly may serve upon the General Manager or designee a written notice that a written request for arbitration has been filed with the ERB. The request for arbitration must be filed with the ERB within ten calendar days following the date of service of the written decision of the General Manager or his/her designee, or expiration of the time limits set forth in Step 4. Failure of the grievant and the Association jointly to serve the written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.

2. If such written notice is served, the Association and the Department shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the ERB, within seven calendar days following receipt of said list.

3. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the grievant to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the Association and the Department 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 Association and the Department, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.

4. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.

5. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

SECTION 4.0 ON THE JOB

ARTICLE 4.1 PERSONNEL FOLDERS

A. A Unit member shall be entitled to review the contents of his/her personnel folder at reasonable intervals, upon request, during hours when the office in which records are housed is open for business. Such review shall not interfere with the normal business of the Department.

B. No evaluatory or disciplinary document may be placed in an employee's personnel folder without the employee reading and signing the document proposed to be placed in the personnel folder and being afforded the opportunity to attach a written response within 30 days from review. The employee's signature does not necessarily indicate agreement with the document. If, after reading the evaluatory or disciplinary document, the employee refuses to sign the document, that fact shall be noted on the document by the employee's supervisor. The Association, the Department, and Management mutually understand and agree that an employee performance evaluation is not considered a disciplinary record, but such a record may be used to document behavior and/or performance deficiencies that have been brought to an employee's attention.

C. A "Notice to Correct Deficiencies" may be sealed by the Department upon the request of an affected employee if he/she has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed that resulted in written corrective counseling or other management action for a period of two years from the date the most recent, related notice was issued or management action taken. However, such sealed documents can still be used to establish progressive discipline for similar offenses.

ARTICLE 4.2 SAFETY

A. Safety clothing and devices provided by the Department specified herein shall continue to be provided, as long as the need exists. The Association will require all Unit members to utilize said safety clothing and devices to the fullest extent possible.

B. The Department will make every reasonable effort to provide safe working conditions. The Association will encourage all Unit members to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor. A supervisor should:

1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor;

2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose if elimination of the hazardous condition is not within the immediate supervisor's capability; or,

3. Promptly report the problem to the next level of supervision or inform the Department Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the supervisor to correct.

C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution to the problem within a reasonable time, the employee or his/her representative may call the Personnel Department's Occupational Safety and Health Division and report such hazard.

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

ARTICLE 4.3 A DRUG-FREE WORK PLACE

A. The responsibilities inherent in the law enforcement profession require officers to undergo strict physical and psychological evaluations. Thorough pre-employment investigations into every facet of a Unit member's background are conducted to ensure that the member is an individual worthy of the public's trust. Once employed, those individuals who fail to abide by the Law Enforcement Code of Ethics are disciplined or even terminated when appropriate. All Unit members must be willing to accept a random drug test program as yet another test in which the employee is held to a higher standard than others in society.

B. An employee who voluntarily apprises the Department of an addiction or other drug use-related problem caused by either a valid prescription prescribed for the employee (excluding marijuana) or an over-the-counter medication, will be allowed to become involved in a rehabilitation program. Assistance is available through most City-sponsored health plans, including the City's Employee Assistance Program. The Department will take all possible steps to ensure that this disclosure and participation in rehabilitation by the employee is kept confidential. The Department will cooperate with the employee's participation in rehabilitation by allowing the employee to utilize sick leave or other available discretionary leave (i.e., accrued time off or vacation) as necessary.

C. As used in this Article, the term "voluntarily apprises the Department" shall mean that the employee brought the matter to the attention of the Department:

1. On his or her own initiative;

2. At a point in time not in conjunction with a drug test and when no administrative investigation has been initiated by the Department concerning the employee's use of prescription or over-the-counter medication; and

3. In the case where no acts or omissions by the employee and related to the use of prescription or over-the-counter medication involves any criminality on the part of the employee.

ARTICLE 4.4 HOURS OF WORK

A. Notwithstanding the provisions of LAAC Section 4.108 (Hours of Work – FLSA Non-Exempt Employees) and 4.113 (Overtime Work – FLSA Non-Exempt Employees), any Unit member in the class of Port Police Lieutenant who is assigned to a law enforcement function may be assigned by the Department to a work schedule consisting of 20 days of work in each 28-day deployment period, with eight regular days off.

B. An employee in the class of Port Police Lieutenant shall be in actual attendance on duty a minimum of eight hours every day he/she is assigned to work. The eight hours does not include time to consume a meal. Adjustments to an employee's work schedule may be made in order to accomplish the objectives of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28-workday deployment period.

C. Posting Of Deployment Period Work Schedules

Under normal circumstances, deployment period (DP) work schedules shall be posted 14 calendar days before the start of the DP.

D. Change of Shift, Rotation

1. Generally, shift rotation shall coincide with the beginning of a deployment period.

2. All change of shift requests shall be based upon the current change of watch policy except as otherwise specified herein. When requesting a change of shift, employees shall list those shifts desired, in order of preference. Whenever possible, choice of shifts will be granted based on availability and then in the order of preference listed by the employee. If more than one employee of the same rank and pay grade requests a specific shift, and there are not enough available positions on the desired shift, the commanding officer shall have the discretion to assign the shift. The selection criteria for watch assignments shall be based upon (in priority order): first, current watch; second, seniority; third, bi-lingual pay status. The

commanding officer's discretion shall exclude consideration of nepotism, favoritism, or any other improper basis.

3. If an employee is activated to military duty exceeding one DP, the time of the military activation shall not be counted as time on the original shift. The Port Warden II, who is the Chief of the Port Police Division within the Department, or his/her designee may make an exception to this policy when it is in the best interest of the Department, the Port Police Division, or individual employee.

4. **Exception:** At the discretion of the commanding officer, employees may be loaned to another shift for no longer than four weeks to provide relief as necessary to maintain adequate coverage on all shifts. In the event of an emergency, deployment need, or long-term training assignment, employees may be loaned to another shift in excess of four weeks. Attempts will be made to fill such loans on a voluntary basis. Should an employee be loaned to another shift to meet Port Police Division needs, including but not limited to vacation relief, the loan period shall not be counted as time on the original shift. If an employee is activated to military duty exceeding one DP, the time of military activation shall not be counted as time on the original shift. The commanding officer may make an exception to this policy when it is in the best interest of the Port Police Division or individual employee to do so.

5. Requests for exceptions from rotation or a specific assignment as a result of a bona fide emergency or hardship situation shall be considered on a case-by-case basis. Any decision by the commanding officer shall be based on the current needs of the Port Police Division, and such decision shall not be a grievable or arbitrable matter.

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

ARTICLE 4.5 MEAL PERIODS

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 the Department'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 hourly rate of pay if such meal period causes the employee to exceed 40 hours worked in an FLSA workweek.

ARTICLE 4.6 SUBPOENAED AS A WITNESS

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

ARTICLE 4.7 COMPENSATION FOR COURT APPEARANCES

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

A. Basic Compensation

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

1. An off-duty employee shall receive a minimum of four hours overtime compensation for any court day he/she is subpoenaed to be on call or required to appear.

2. An off-duty employee shall receive hour-for-hour overtime compensation for each additional hour of actual attendance in excess of the four hour minimum provided for in Paragraph A.1. above, with the exception that no compensation will be given for the initial 60 minutes of a noontime recess.

3. An employee shall not receive court on-call overtime compensation and hour-for-hour overtime compensation for the same time period.

B. Multiple Cases

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

C. Exceptions to the Four Hour Minimum

1. Court appearances or on-call status commencing four hours or less **before** the employee's regularly assigned shift begins: compensation will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Paragraph A.2. above.

2. Court appearances commencing four (4) hours or less **during or after** the employee's regularly assigned shift ends: compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions as outlined in Paragraph A.2. above.

3. Compensation for on-call status shall not exceed four hours.

ARTICLE 4.8 UNIFORM AND EQUIPMENT ALLOWANCE

A. Uniforms required by the Department will be replaced, maintained, and cleaned at the employee's expense.

B. The Department will provide a cash payment of $1,750 each fiscal year to each Unit member who is compensated and is on active payroll status in pay period 11 of each fiscal year. This payment will be made through an employee's regular paycheck issued for pay period 11 for that fiscal year.

C. This allowance shall be a cash, non-pensionable payment and shall be taxed at the federal and state supplemental rates.

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

ARTICLE 4.9 RAIN AND SAFETY GEAR

A. The Department shall continue to provide the standard law enforcement rain and safety gear listed below for employees who are required to work outside in inclement weather or who are regularly assigned to functions specified below. Items specified below shall be replaced when the Department determines that said items are no longer serviceable.

B. All items listed below shall be unique and specialized to the assignment for which they are needed. Clothing and equipment issued shall be maintained and cleaned at the employee's expense. Quantities are specified in ().

ALL UNIT MEMBERS

1. Tactical Ballistic Vest (Banshee Defender Style), to be replaced every five years or longer per manufacturer's specifications. (1)
2. Pelican flashlight, bulbs and batteries to be replaced as needed. (1)

PATROL

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

HAZARDOUS MATERIALS UNIT

Bunker Firefighter Gear, including:

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

FLIGHT OBSERVER

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

BOAT

1. Boots with slip-resistant soles. (1)
2. Knife with 4" serrated blade. (1)
3. Personal floatation device. (1)

ARTICLE 4.10 MARKSMANSHIP BONUS

A. Port Police Lieutenants shall be eligible for a marksmanship distinction and additional compensation provided for in the following table after meeting the criteria established by the Department.

Marksmanship Distinction	Biweekly Amount
Marksman	$4.00
Sharpshooter	$8.00
Expert	$16.00
Distinguished Expert	$32.00

B. Additional compensation shall be paid beginning with the first full payroll period of the month following the date of qualification and shall continue for 26 biweekly pay periods. After the 26th pay period, requalification must occur in order to continue receiving a marksmanship distinction and commensurate additional compensation. At any time, a Unit member may requalify at a higher level than the level for which he/she originally qualified. If a Unit member requalifies for a different level of marksmanship, the 26 biweekly period during which payment is made shall be reset.

C. Qualifying Unit members will be compensated for only one level of expertise.

D. This additional compensation shall be treated as an “Adds to Pay” and shall not be pensionable.

ARTICLE 4.14 ASSIGNMENT DURATION

A. The Association and the Department agree that opportunities for various assignments should be made available to Port Police Lieutenants. Reasonable time limits in an assignment increase the opportunity for Unit members to learn specialized skills and ensure a wider dissemination of knowledge, experience, and expertise throughout the Port Police Division.

B. Port Police Lieutenant assignments are normally made for a minimum of three years. Temporary extensions may be granted on a case-by-case basis by the Port Warden II, who is the Chief of the Port Police Division within the Department.

C. The establishment, duties, and staffing levels of special assignments are based on the needs of the Port Police Division and are at the discretion of the Port Warden II.

D. The creation or reduction of assignment positions and length thereof are at the discretion of the Port Warden II.

E. Regardless of time in a specialized assignment, an employee may be re-assigned when:

1. An employee requests to be moved from the position;

2. An evaluation of the performance of the assigned employee is below acceptable standards and the employee fails to correct performance problems within a reasonable time period;

3. An employee commits an act of misconduct;

4. The position is no longer necessary as deemed by the Port Warden II or his/her designee and is eliminated; or,

5. The Port Warden II determines that positions must be rotated sooner based on the needs of the Port Police Division.

F. Under normal circumstances, the Department shall provide the employee at least 14 days notice of reassignment.

G. An employee removed from his/her assignment for cause shall have a right to an administrative appeal.

H. Personnel who are rotating out of a specialized assignment may apply for another specialized assignment when one such specialized assignment becomes available. Greater consideration, however, shall be given to those applicants who have not been recently assigned to a specialized assignment.

SECTION 5.0 BENEFITS

ARTICLE 5.1 RETIREMENT BENEFITS

A. Fire and Police Pensions

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

B. LACERS Tier 1

1. Any Unit member hired prior to January 8, 2006, who elected to remain a member of the Los Angeles City Employees' Retirement System (LACERS) shall remain in LACERS as a Tier 1 member, pursuant to the provisions of LAAC Section 4.1002.

2. For Unit members identified in B.1. above, pursuant to LAAC Section 4.1003 (a), beginning November 8, 2009, all members of LACERS Tier 1 shall contribute by salary deduction six percent of their pension-based compensation, of which one-half percent shall be the survivor portion and the remaining five and one-half percent shall be the normal contribution. All contributions shall be made applicable with State and federal laws regulating pensions contributions.

3. For Unit members identified in B.1. above, pursuant to LAAC Section 4.1003 (b), commencing July 1, 2011, and ending June 30, 2026, or when the Early Retirement Incentive Program Cost Obligation is fully paid (delineated in LAAC Section 4.1033), whichever comes first, in lieu of a six-percent retirement contribution specified in LAAC Section 4.1003 (a), Tier 1 members shall contribute by salary deduction seven percent of their pension-based compensation, of which one-half percent shall be the survivor portion, five and one-half percent shall be the normal contribution, and one percent shall be the Early Retirement Incentive Program Cost Obligation.

4. For Unit members identified in B.1. above, notwithstanding LAAC Section 4.1003 (c) (2), effective July 1, 2012, Unit members shall contribute an additional four percent of their pre-tax, pension-based compensation to defray a portion of the City's cost of providing retiree health insurance. The additional four percent thereby results in a total flat rate employee retirement contribution rate of eleven percent in accordance with the above provisions.

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

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members (in the retirement system about which modifications are proposed) are affected shall be recommended to the City Council by the CAO as affecting the membership of all employees in the retirement or pension plan. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.

2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from the CAO to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.

3. If agreement is not reached between Management and the organizations representing a majority of the members (in the retirement system about which modifications are proposed) as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.

4. Division 4, Chapter 11, Article 2 of the LAAC provides a retiree health benefit for LACERS Tier 1 employees. Commencing July 1, 2012, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for Tier 1 employees the current Maximum Medical Plan Premium Subsidy of $1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1111(c) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

5. The parties further agree that should any of the provisions of this Article, or of any subsequent MOUs which incorporate these sections, be enjoined or

declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.

ARTICLE 5.2 VACATIONS

Each Unit member who has completed his/her first qualifying year of employment in accordance with LAAC 4.244(d) shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246.

VACATION ACCRUAL SCHEDULE		
Years of Service Completed	**Number of Vacation Days**	**Monthly Accrual Rate In Hours/Minutes**
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 initial appointment to City service in the class of Port Warden, shall receive the total number of vacation hours as provided for in LAAC section 4.245.1 (b). Consistent with LAAC section 4.245.1 (b), accruals for this employee shall be effective on his/her annual vacation anniversary date. Vacation hours are subject to deduction for absences as provided in LAAC Section 4.246.

EFFECTIVE JULY 7, 2019

A. From July 7, 2019 through December 31, 2019, no Unit member shall accrue vacation time.

B. On January 1, 2020, and each January 1st thereafter, vacation time accrued during the previous year shall be credited to each employee based on his/her years of service as described below.

1. An employee's vacation accrual anniversary date shall be based upon the date upon which an employee (1) begins his/her one-year field training probation period, or (2) joins the Port Police Division as a Port Police

Specialist or (3) joins the Port Police Division as a Port Police Officer through a Charter Section 1014 transfer, in which case the employee's anniversary date shall be the same as the employee's vacation anniversary date held in his or her previous class.

2. Until the completion of two years of City service in the aggregate, each Unit member shall be entitled to 120 hours of vacation annually credited on January 1st with full pay.

3. Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 hours vacation annually credited on January 1st with full pay.

4. Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 hours vacation annually credited on January 1st with full pay.

5. Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 hours vacation annually credited on January 1st with full pay.

C. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three years of vacation credit. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of three years.

D. An employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time he or she has accumulated and whether deferring all or part of the vacation could result in the stoppage of vacation accrual which will automatically be deposited in the catastrophic illness or injury time bank.

E. Any employee who, immediately prior to becoming a member of the Port Police Division, was employed in any other City department and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.

F. In the event any employee, after the completion of the employee's initial year of service, becomes separated from the Department service by reason of resignation, retirement, death, or for any other reason, cash payment of a sum equal to all earned, but unused vacation, including vacation for the proportionate part of the year in which the separation takes place, shall be made at the salary rate current at the date of the separation to the employee, the estate, or any person legally entitled to such payment.

G. The City Controller shall keep a record of vacation time balances based on Department records and shall advise employees on their paycheck or pay advice of their balance biweekly.

H. The Department has a policy of allowing Unit members to take regularly scheduled vacations or remain on vacation during a mobilization unless the officer volunteers to work or there is an order by the Mayor or the Port Warden II or his/her designee to cancel vacations.

1. An officer who volunteers to work during a mobilization while on a regularly scheduled vacation may do so subject to the following:

   a. The Department must have a need for the employee to return to work. Assignments will be made at the discretion of the Port Warden II.

   b. Once the employee voluntarily returns to work, the employee may not resume his or her vacation (including regularly scheduled days off, accumulated overtime and days off in lieu of a holiday) without the approval of the Department.

   c. The employee may defer all or a portion of his or her vacation subject to approval by the Port Warden II or his/her designee.

   d. Where an employee has elected to defer all or a portion of vacation, the employee shall be shown on regular duty status for each deferred vacation day.

   e. The Port Warden II or his/her designee may approve an employee's use of any remaining vacation once the situation deescalates and a determination is made by the Port Warden II or his/her designee that adequate deployment at all levels of rank has been restored.

   f. The Department is under no obligation to reschedule the vacation during the current calendar year but may do so if the ability to maintain adequate deployment at all levels of rank is not impacted.

2. When the Mayor or Port Warden II or his/her designee orders officers on regularly scheduled vacation to return to work during a mobilization, the employee may elect to defer all or part of the remaining vacation subject to the provisions of H.1.c-f of this Article.

I. In addition to the annual vacation benefits described in this Article, each Unit member employed as a Port Police Lieutenant shall be credited with 104 hours of unspecified holiday time on January 1st of each calendar year.

1. This additional benefit is provided as a replacement for holiday benefits that were relinquished previously. At the end of each calendar year, each bargaining Unit member shall be paid for all unused unspecified holiday time credited to the member or 80 hours of time, whichever is less. Time shall be paid at the Unit member's permanent rate as soon as practicable after January 1st.

2. This provision shall be implemented upon adoption of this MOU by the City Council. If adoption occurs after January 1st, unspecified holiday time shall be prorated in monthly increments of eight hours and forty minutes per month as calculated by Management. For example, if the City Council adopts this MOU in January, each bargaining Unit member shall be credited with 95 hours and 20 minutes of time in the first year.

J. Unspecified holiday time shall be taken in accordance with the following requirements:

1. Unspecified holiday time must be taken during the calendar year in which it is credited.

2. A separate unspecified holiday time bank will be established. Time shall be credited into the separate bank for each bargaining unit member.

3. The request to use of unspecified holiday time is processed the same as a request to use vacation time or other compensated time off: if timely submitted by the employee, a request for the use of time will be promptly approved by the Department subject to the operating needs of the Port Police Division. If an unforeseen operating requirement prevents the employee from taking such previously approved unspecified holiday time, the Department will reschedule the time off so that the employee take unspecified holiday time off on another reasonably satisfactory date within the calendar year.

4. Unspecified holiday time must be used in hourly increments.

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

ARTICLE 5.3 HOLIDAY PREMIUM COMPENSATION

A. Employees who work on one of the following holidays shall receive holiday premium compensation as described below.

1. New Year's Day
2. Easter
3. Memorial Day

4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. New Year's Eve

The following subsections B through G, inclusive, apply to Port Police Lieutenants only.

B. Holiday premium compensation shall be paid to a Port Police Lieutenant who works any watch which either starts or ends on a day listed above. A Port Police Lieutenant shall be entitled to holiday premium compensation only once for each day listed above. For example, if a Port Police Lieutenant's work shifts begins at 1600 hours on July 3rd and ends at 0400 hours on July 4th and the employee's next work shift begins at 1600 hours on July 4th and ends at 0400 hours on July 5th, the Port Police Lieutenant shall be entitled to one full shift of holiday premium compensation pay, i.e., for July 4th. The Lieutenant shall not be eligible for nor receive holiday premium compensation pay for the work shift that started on July 3rd and ended on July 4th because the Lieutenant would receive holiday premium compensation for having worked a shift that began on July 4th.

C. A Port Police Lieutenant who works on any holiday listed in Article 5.3. A. above will be compensated at the rate of one and one-half the hourly rate for all hours worked on the observed holiday.

D. All holiday premium compensation shall be provided in the form of cash or time off with pay at the sole discretion of the Department.

E. A Port Police Lieutenant shall report and request holiday premium compensation for having worked a regularly scheduled shift on a holiday specified in Article 5.3. A. above on a form provided by the Department.

F. A Port Police Lieutenant who works an overtime shift on a holiday specified in Article 5.3. A. above, i.e., hours worked in addition to regularly scheduled, is entitled to overtime compensation in accordance with Article 6.4 of this MOU.

G. Notwithstanding provisions of this paragraph above, whenever a special holiday is declared by proclamation of the Mayor with concurrence of the City Council, the Port Warden II is hereby authorized to grant to each Port Police Lieutenant a day off (in the form of cash or time at the Port Warden II's sole discretion) with full pay. Such day off shall be in addition to any other day off authorized and granted each Port Police Lieutenant under the provisions of this MOU and may be allowed either on the same day that is declared a special holiday by the Mayor and the City Council or on any subsequent day at the discretion of the Port Warden II.

The following subsections H through J, inclusive, apply to Unit members employed in the classification and pay grade of Port Police Captain and Port Warden I only.

H. In the event that a Port Police Captain or Port Warden I is ordered to work on (1) the employee's scheduled day off, (2) a holiday listed above, or (3) a 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.

I. Any Port Police Captain or Port Warden I who reports for duty (1) on any of the holidays listed in Article 5.3. A. above or (2) to a special incident so designated by the Port Warden II shall receive a cash payment of $250. The payment is subject to applicable wage taxation rates. A Port Police Captain or Port Warden I shall not be entitled to receive this payment if he/she is compensated in accordance with Article 5.3. H. above.

J. In the event that a Port Police Captain or Port Warden I is ordered to work on a prescheduled vacation day(s), the employee shall have the discretion to remain on vacation status and receive straight time pay in addition to vacation pay or to return to regular duty status. In the event that the employee returns to regular duty status, the Department shall be under no obligation to reschedule the vacation during the current calendar year but may do so if it does not impact the ability to maintain adequate deployment at all levels of rank.

ARTICLE 5.4 HEALTH AND DENTAL PLANS

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

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

Section I – Health Plans

A. The health plans offered and benefits provided by those plans shall be those recommended by the JLMBC, approved by the City Council, and administered by the Personnel Department, in accordance with LAAC Section 4.303.

B. During the term of this MOU, the City agrees to continue contributing for each full-time employee a subsidy equal to the cost of his/her medical plan not to exceed the Kaiser Permanente Family rate.

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

D. The City will apply the subsidy first to the employee's coverage. Any remaining balance will be applied toward the coverage of the employee's qualified dependents named under the plan.

E. During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees and in the Kaiser Permanente Single Party Rate for regular half-time employees. Changes in the monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.

F. Employees who transfer from full-time to half-time status under Family and Medical Leave provisions contained herein shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.

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

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

2. In the event that Unit members are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, such members shall pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus ten percent of the City's maximum monthly health care premium.

Section II – Dental Plans

A. The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with LAAC Section 4.303, upon the recommendation of the JLMBC.

B. The City will expend for full-time employees in the classifications represented in this MOU the monthly sum necessary to cover the cost of employee only coverage under the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

C. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Dental Plans.

Section III – Inclusion of Domestic Partner as a Dependent

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

Section IV – General Provisions

A. An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open enrollment period, employees who have not already done so may enroll themselves and, at their option, their eligible dependents in the City-sponsored heath and dental plans. During this period, employees may also change their coverage options or activate new coverage options. Employees who fail to enroll during this open period will be ineligible to change coverage options or activate new coverage options under City-sponsored plans unless another open enrollment period is subsequently declared by the Personnel Department. Enrolled employees who do not wish to change coverage options or activate new coverage options are not required to re-enroll during the open enrollment period except for those participating in the Healthcare Flexible Spending Account or Dependent Care Reimbursement Account.

B. The parties mutually understand that the City will expend the above noted funds only for those employees who enroll in these plans and remain on active payroll status with the City, and that the City retains all rights to any unused funds which may be allocated for the purpose of implementing this Article.

C. The City will retain all duties and responsibilities for the administration of the Flex Program.

Section V – Subsidy During Family and Medical Leave

For an employee who is on family or medical leave under the provisions of Article 5.8 herein, the City shall continue to pay medical and dental plan subsidies for employees

who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a family leave or medical leave in accordance with Article 5.8 herein. However, for any unpaid portion of family leave or medical leave, health and/or dental plan subsidies shall be continued for a maximum of nine pay periods, except while an employee is on a pregnancy disability leave (up to four months) during which management shall continue the City's subsidy for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

Section VI – Benefit Protection Plan

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

ARTICLE 5.5 ASSOCIATION DISABILITY, OPTICAL, LIFE INSURANCE PROGRAMS

A. The City will pay $30.00 biweekly to the Association for each Unit member who is on active payroll status for the purpose of paying for coverage in an Association-sponsored Disability, Optical, and Life Insurance Program, to be selected and independently administered by the Association.

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

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

ARTICLE 5.6 SICK LEAVE BENEFITS

The City's present practices with regard to allowances for sick leave will be continued during this term of the MOU. Such practices of allowance for sick leave shall be in accordance with LAAC Sections 4.126, 4.126.2 and 4.128.

ARTICLE 5.7 FAMILY ILLNESS

The City's present practice of allowances for leave for illness in the family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed six, except as provided for in Article

5.8 of this MOU. Such practice of allowance for leave for family illness shall be in accordance with LAAC Section 4.127.

ARTICLE 5.8 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

1. During the term of this MOU, up to four months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in section D.5. of this Article), upon the request of the employee or designation by Management in accordance with applicable Federal and State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.

2. Any employee may take family or medical leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.

3. Leave under the provisions of this Article shall be limited to four months (nine pay periods) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

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

B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.

2. **Domestic Partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Division of the Personnel Department.

3. **Parent** means a biological, foster or adoptive parent, a stepparent, a legal guardian, or an individual who stands or stood "*in loco parentis"* to an employee when the employee was a child. This term does not include parents "in-law." Persons who are *"in loco parentis"* includes those with day-to-day responsibilities to care for or financially support a child or, in the case

of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *"in loco parentis,"* who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least twelve months and who have worked for at least 1,250 hours during the 12-months immediately preceding the beginning of the leave.

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

3. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, foster care of a child, or to care for a sick parent, but the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

4. The time limitation for spouses or domestic partners does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill or to care for a child with a serious health condition.

D. Conditions

1. **Pregnancy** – The start of a family leave for childbirth shall start at the beginning of the period of disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

2. In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four months (nine pay periods) of

leave with medical certification certifying the employee is unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of a child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child's birth.

3. Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act (CFRA), which shall be limited to four months (nine pay periods) and must be concluded within one year of the child's birth or adoption. (The administration of such leave shall be in accordance with Section B., C., and D. of this Article.)

4. **Adoption** – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to the placement if an absence from work is required.

5. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.

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

7. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:

    a. Any period of incapacity or treatment connected with in-patient care in a hospital, hospice, or residential medical facility; or,

    b. Any period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or,

    c. Any period of incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or,

    d. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or,

    e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or,

f. Any period of incapacity due to pregnancy or for prenatal care.

8. **Workers' Compensation/IOD** - An employee receiving Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1. of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.

9. **Continuous/Intermittent Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position for which the employee is qualified to accommodate recurring leave periods. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with LAAC section 4.110 during the duration of their part-time schedule.

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

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

12. A personal leave beyond the four month leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

13. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least 15 calendar days to obtain the medical certification.

14. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

E. Notice Requirements

1. **Employee** – When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least a 30-day notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

2. **Management** – In response to an employee's request for family or medical leave, the Department shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. The Department shall designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

F. Applicable Time Off

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

1. Childbirth (Mother)

   a. Accrued sick leave (100% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability to work prior to the birth), may be taken at the employee's discretion.

   b. For the non-disability portion of childbirth leave (before delivery or after "bonding"), accrued vacation time off available at the start of the leave shall be used prior to the use of time under c, d, and e below.

   c. Accrued sick leave. All 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.

   d. Unpaid leave.

   e. Accrued compensatory time off may be used at the employee's discretion, with Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory

time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

2. Childbirth (Father or Domestic Partner), Adoption, Foster Care, Family Illness

   a. Annual family illness sick leave up to 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 the Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

3. Personal Medical Leave

   a. Accrued sick leave (100% or 75%) may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b below.

   b. Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c below.

   c. Unpaid leave.

   d. Accrued compensatory time off may be used at the employee's discretion, with the Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.

G. Sick Leave Rate of Pay During Family Leave

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

H. Monitoring

1. Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.

2. It is the intent of the parties that the provisions and administration of this Article shall be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

ARTICLE 5.9 INJURED ON DUTY PAY

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

ARTICLE 5.10 BEREAVEMENT LEAVE

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

ARTICLE 5.11 JURY SERVICE

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

ARTICLE 5.12 FUNERAL EXPENSES

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

ARTICLE 5.13 ASSIGNED VEHICLES

The Department will continue to provide a "take home" vehicle for employee's whose assignments are designated by the Department as requiring 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.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES AND POST

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

Appendix A	June 24, 2018
Appendix B	December 9, 2018
Appendix C	July 7, 2019
Appendix D	July 4, 2021

A. Advancements in salary shall be made automatically, step by step after each year of aggregate service in the class and pay grade to which the member is assigned, said advancement which shall cease when the member reaches the maximum step rate within the salary range negotiated for his/her class and pay grade.

B. A Unit member who promotes to a higher class or pay grade within the member's class to which he/she is appointed shall be advanced in accordance with LAAC 4.91.

C. If the member is entitled to an automatic salary step advancement pursuant to paragraph A. above in the same pay period as such promotion described in paragraph B. above, the automatic step advancement shall be considered to have occurred prior to such promotion.

D. Commencing June 21, 2020 (pay period 1 of FY2020-21) and ending June 18, 2021 (pay period 26 of FY2020-21), each bargaining unit member shall receive additional compensation in an amount equivalent to two percent of his/her regular base hourly rate. The additional compensation shall be paid biweekly, will be paid as cash and part of regular wages, will be paid as an "Adds to Rate", and will be non-pensionable.

ARTICLE 6.2 POST Certificates – Port Police Lieutenants

A. Any Port Police Lieutenant who successfully completes the requirement for and maintains an Intermediate POST certificate shall receive additional compensation equal to one percent of his/her regular base rate of pay.

B. Any Port Police Lieutenant who successfully completes the requirement for and maintains an Advanced POST certificate shall receive additional compensation equal to two percent of his/her regular base rate of pay.

C. Any Port Police Lieutenant who successfully completes the requirement for and maintains a Supervisory POST certificate or Management POST Certificate shall

receive additional compensation of four percent above his/her regular base rate of pay.

D. Provisions of this Article shall not be grievable or arbitrable.

E. If a POST certificate is earned after an employee's initial employment date with the City, the additional compensation shall be paid to the Unit member effective on the first day of the first full pay period after proof of course completion is presented to the Department. If a POST certificate is possessed by an employee upon the employee's initial employment date with the City, the effective date of the additional compensation shall be the same as the initial appointment date. In no case shall this additional compensation be retroactive to predate the first day of employment.

F. Additional compensation issued for POST certificates in this section shall be paid as an "Adds to Rate" and shall be pensionable.

ARTICLE 6.3 CALL BACK COMPENSATION

A. Whenever a Port Police Lieutenant is ordered to return to duty following the termination of his/her work shift and departure from the work location and prior to the beginning of his/her next regular work shift, the Department shall pay him/her a minimum payment equivalent to four hours at his/her overtime rate of pay. If the Port Police Lieutenant is required to remain on duty beyond the minimum four-hour time period during which pay is guaranteed to complete his/her assignment, the Port Police Lieutenant shall be paid on a time-worked basis at his/her overtime rate.

B. For example, if a Port Police Lieutenant is called back to duty and given an assignment that takes three and one-half hours to complete, he/she shall be paid four hours of overtime compensation. If a Port Police Lieutenant is called back to duty and given an assignment that takes four and one-half hours to complete, he/she shall be paid four and one-half hours of overtime compensation.

C. On occasion, the Department may have the need for an employee to perform work assignments without reporting to his/her regular work location, e.g., from home. If the Department contacts an employee during his/her off-duty hours and requests that work be performed remotely, i.e., without the reporting to a physical work location, the Department shall pay a minimum payment equivalent to one hour of compensation at his/her overtime rate of pay. If the employee is required to complete an assignment that lasts longer than the minimum one-hour time period during which pay is guaranteed to complete his/her assignment, the employee shall be paid on a time-worked basis at his/her overtime rate.

D. For example, if an employee is contacted on his/her off-duty hours and is required to perform work whereby his/her physical presence at a work location is not required, he/she shall be paid hour of overtime compensation. If an employee is

contacted on his/her off-duty hours and is required to perform work for four and one-half hours whereby his/her physical presence at a work location is not required, he/she shall be paid four and one-half hours of overtime compensation.

E. A Port Police Lieutenant who is contacted and compensated under the provisions of this Article shall be ineligible to receive compensation under the provisions of Article 6.6 (Off-Duty Standby Pay) for a conterminous time period.

ARTICLE 6.4 OFF-DUTY STANDBY PAY

A. Any Port Police Lieutenant who is required by the Department to standby during designated off-duty hours shall receive one hour of compensation at his/her straight-time rate of pay for every six hours of required off-duty standby time.

B. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.

C. **Example:** A Port Police Lieutenant is placed on standby for a period of 60 hours, during which time the employee is required to report for call back duty for six hours. The six hours are subtracted from sixty hours of off-duty standby, leaving 54 hours of total standby time. The result is that the employee is compensated (1) nine hours of off-duty standby time at his/her straight-time rate of pay (fifty-four off-duty standby hours divided by six equals nine hours) and (2) six hours of compensation at his/her overtime rate for reporting to duty after being called back from being off duty.

D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence when the individual reports to the designated place of assignment and will terminate when the employee is released from duty. The time that an employee takes to travel to the assigned work location shall not be included in time compensated, i.e., travel time shall be uncompensated.

ARTICLE 6.5 OVERTIME

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

B. The following shall apply to Unit members employed in the class of Port Police Lieutenant.

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

2. Compensation for overtime worked by a Port Police Lieutenant shall be for all hours worked in excess of 80 hours worked in a pay period including all absences with pay authorized by law. The method of compensation, either paid in cash or credited in time off, will be at the sole discretion of the Department. Overtime compensation (cash or time off) will be accounted for in increments of six minutes. Credited time off must be approved by the Department, the Port Warden II, or his/her designee. Accumulation of credited time off is limited to 160 hours per employee. At any time, the Department may direct that any credited time off be paid in cash.

3. Note: For payroll purposes, overtime consisting of partial hours shall be paid in cash. For example, if an employee works 10.75 hours of overtime, 10 hours can be paid in cash or credited time off (at the discretion of the Department) and 0.75 hours shall be paid in cash.

4. The Department shall, whenever possible, utilize the Department's timekeeping software to maintain an updated list of employees who volunteer for overtime shifts. When an employee is unable to report to duty, the Department should make every attempt to ensure that the next qualified Port Police Lieutenant who has volunteered for the shift is given priority to fill the shift.

5. When a staffing shortage occurs that cannot be filled on a voluntary basis, an on-duty supervisor shall utilize the Mandatory Overtime Log (MOL) to cross reference the daily deployment with the MOL and Seniority Roster to ensure that the employee with the least amount of seniority is selected to fill the overtime shift. On the second successive day of mandatory overtime, the next Port Police Lieutenant with the least seniority, i.e., the least amount of City credited work time in the classification and pay grade, will be assigned the mandatory overtime shift. In addition, the same Port Police Lieutenant shall not be repeatedly held over or recalled until all remaining Port Police Lieutenants based on the seniority roster have been selected. These processes shall be adhered to, eventually rotating throughout departmental personnel. If a Port Police Lieutenant voluntarily works overtime to fill a vacancy, or is given an assignment within their job classification, and during their normal work shift, that Port Police Lieutenant shall not be counted as an authorized entry in the MOL.

6. Port Police Lieutenants accepting responsibility for an overtime shift shall be responsible for the entire time of the shift just as if it was a scheduled work assignment. Port Police Lieutenants are responsible for ensuring that their primary duty assignment does not conflict with an overtime shift for which they volunteer.

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

1. Notwithstanding provisions of the LAAC, this MOU, or Department rules and regulations to the contrary, salaried employees shall not be required to record specific hours of work for compensation purposes, although hours may be recorded for other purposes. Port Police Captains and Port Wardens shall be paid the predetermined salary for each biweekly pay period as indicated in the attached appendices and shall not receive overtime compensation. They shall not be subject to deductions from salary or any leave banks for absence from work for less than a full workday. This provision applies to occasional partial-day absences from work as authorized by the Department. This provision does not apply to long-term or recurring partial-day absences.

2. Salaried employees shall not be eligible for nor shall they receive overtime compensation. The Department may, at its discretion, grant time off for excess hours worked due to unusual situations, with such time being granted on a full-day as opposed to hour-per-hour basis.

3. Salaried employees shall not be subject to disciplinary suspension for less than a workweek (seven days; half of the biweekly pay period) unless the discipline is based on violations of a safety rule or major significance or misconduct by the bargaining unit member.

ARTICLE 6.6 PORT WARDEN II ACTING PAY

A. When the Port Warden II is (1) tasked with duties and responsibilities that are equal to those of a First Deputy General Manager Harbor (0805) or Second Deputy General Manager Harbor (0807) and that are in addition to his/her regular duties as a Port Warden II, thereby effectively placing the Port Warden II in the position of acting in a capacity of, in whole or in part, a First or Second Deputy General Manager Harbor or, (2) assigned to report directly to the General Manager of the Harbor Department or the Acting General Manager of the Harbor Department, the General Manager of the Harbor Department or his/her designee shall have the authority to assign the Port Warden II to a base hourly rate equal to any base hourly rate available to a First Deputy General Manager Harbor (0805).

B. Only one Port Warden II shall be eligible to receive this additional compensation at any given time.

C. The additional compensation shall be treated as an “Adds to Rate” and shall be pensionable.

D. The removal of this additional compensation shall not be grievable or arbitrable.

ARTICLE 6.7 ACTING PAY

A. When the Department assigns a Port Police Lieutenant or Port Police Captain to perform the duties of a higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class) due to the temporary absence of the higher level incumbent, the Port Police Lieutenant or Port Police Captain shall become eligible for additional compensation upon completion of a qualifying period, i.e., one, 28-day deployment period in such assignment.

B. The Department shall not divide or alternate the assignment of higher level duties during the qualifying period. Such additional compensation shall begin on the first day of the next full deployment period during which the employee is assigned to such assignment.

C. Approved leave time off taken during the qualifying period shall extend the qualifying period by the length of the absence. All other absences shall constitute a disqualifying break in the qualifying period requirement.

D. Each subsequent acting assignment following the employee's return to his/her regular assignment shall not require the completion of a new qualifying period.

E. When the Department assigns a Port Police Lieutenant or Port Police Captain on a temporary basis to perform the duties and responsibilities of a vacant higher level position (in a class for which the duties and responsibilities of the current class would provide qualifying experience for the higher level class), such employee shall become eligible for additional compensation on the first day so assigned.

F. An employee qualifying for additional compensation under this Article shall receive two premium levels of compensation above his/her regular base rate of compensation for the appropriate step of the salary range prescribed for his/her class.

ARTICLE 6.8 COMMUNITY OUTREACH

A. The Harbor Department will pay each Unit member employed in the ranks of Port Police Captain, Port Warden I, and Port Warden II cash payments in the amount of $3,500 for the purpose of offsetting costs incurred by said Unit members for community outreach meetings and command-related expenditures.

B. Payments will be made to Unit members as part of the pay period 17 pay check in each year covered by this MOU. To receive this cash payment, a Unit member must be on active employment status for the entirety of pay period 17 in each fiscal year during which a payment is scheduled to be made.

C. These payments are not part of wages and are subject to both State and Federal supplemental taxation rates.

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:

Rosario Ferrara
President

4-8-19
Date

City of Los Angeles
Representatives:

Richard H. Llewellyn, Jr.
City Administrative Officer

4/11/19
Date

As to form:

Phyllis L. Henderson
City Attorney's Office

4/10/2019
Date

MOU 27
Salary Appendix A
Operative on June 24, 2018

			ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY
3223-0	Port Police Lieutenant	5108	1	$ 106,655		6	$ 139,896
3224-0	Port Police Captain	6417	1	$ 133,986		6	$ 175,767
0801-1	Port Warden I	6962	1	$ 145,366		6	$ 190,676
0801-2	Port Warden II	7990	1	$ 166,831		6	$ 218,801

MOU 27
Salary Appendix B
Operative on December 9, 2018

			ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY
3223-0	Port Police Lieutenant	5391	1	$ 112,564		6	$ 147,642
3224-0	Port Police Captain	6970	1	$ 145,533		6	$ 190,884
0801-1	Port Warden I	7381	1	$ 154,115		6	$ 202,160
0801-2	Port Warden II	8150	1	$ 170,172		6	$ 223,207

MOU 27
Salary Appendix C
Operative on July 7, 2019

			ANNUAL COMPENSATION				
			STARTING			MAXIMUM	
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY
3223-0	Port Police Lieutenant	5498	1	$ 114,798		6	$ 150,607
3224-0	Port Police Captain	7110	1	$ 148,456		6	$ 194,747
0801-1	Port Warden I	7529	1	$ 157,205		6	$ 206,210
0801-2	Port Warden II	8313	1	$ 173,575		6	$ 227,675

MOU 27
Salary Appendix D
Operative on July 4, 2021

			ANNUAL COMPENSATION					
			STARTING			MAXIMUM		
CLASS CODE	TITLE	RANGE	STEP	SALARY		STEP	SALARY	
3223-0	Port Police Lieutenant	5664	1	$	118,264	6	$	155,117
3224-0	Port Police Captain	7325	1	$	152,946	6	$	200,594
0801-1	Port Warden I	7756	1	$	161,945	6	$	212,412
0801-2	Port Warden II	8563	1	$	178,795	6	$	234,503

SALARY NOTE

PORT POLICE LIEUTENANT MARITIME MANAGEMENT PAY

A. Any Port Police Lieutenant who successfully completes the Maritime Law Enforcement operator's course and holds and maintains a valid certificate shall receive additional compensation of five dollars per hour. This additional compensation shall be a pensionable amount, paid as an "Adds to Rate".

B. Any Port Police Lieutenant who successfully obtains and maintains a United States Coast Guard License shall receive additional compensation of one dollar fifty cents per hour. This additional compensation shall be a non-pensionable amount, paid as an "Adds to Rate".

C. The additional compensation amounts listed in A. and B. above shall be paid effective with the issuance date of the respective certificates or, in the case of new employees who meet the criteria, the first day of employment. Under no circumstance shall additional compensation be paid retroactively prior to an employee's first day of employment.