

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

**THIS MEMORANDUM OF UNDERSTANDING made and entered into this  
\_\_\_\_\_ day of June, 2012**

**BY AND BETWEEN**

**THE CITY OF LOS ANGELES**

**AND THE**

**LOS ANGELES PORT POLICE ASSOCIATION**

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**SECTION 1.0            GENERAL PROVISIONS**

**ARTICLE 1.1            RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City and applicable State law, the Los Angeles Port Police Association (hereinafter referred to as "Association") was certified on May 1, 1992, by the Employee Relations Board as the certified representative of City Employees in the Harbor Peace Officers' Unit (hereinafter referred to as "Unit") previously found to be appropriate by the said Employee Relations Board. Management hereby recognizes the Los Angeles Port Police Officers Association the exclusive representative of the employees in said Unit, in accordance with the provisions of Section 4.822 of the Administrative Code. The term "employee" as used herein, shall refer only to employees employed by the City in the employee classifications listed in the Salary Appendices, as well as such classes as may be added hereafter by the Employee Relations Board.

**ARTICLE 1.2            TERM**

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.4, Implementation of Memorandum of Understanding, are fully met, but in no event shall the provisions of this Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2009. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 p.m. on June 30, 2014.

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

In the event Association or Management desires a successor Memorandum of Understanding, said party shall serve upon the other during the period from April 1, through April 15, its written proposals for such successor Memorandum of Understanding with the exception of Association salary proposals which shall be presented to Management no later than April 5<sup>th</sup>. Meet and confer sessions shall begin no later than thirty (30) calendar days following the receipt of either party's request for such meetings.

**ARTICLE 1.4 IMPLEMENTATION OF MEMORANDUM OF UNDERSTANDING**

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

- A. Association has notified the City Administrative Officer (hereinafter referred to as "CAO") in writing that it has approved this Memorandum of Understanding in its entirety, and
- B. The head of the Harbor Department represented herein has approved this Memorandum of Understanding in its entirety in the manner required by law, and
- C. The City Council has approved this Memorandum of Understanding in its entirety.

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

**ARTICLE 1.5 PARTIES TO MEMORANDUM OF UNDERSTANDING**

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

**ARTICLE 1.6 OBLIGATION TO SUPPORT**

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

**ARTICLE 1.7 FULL UNDERSTANDING**

Management and Association acknowledge that during the meet and confer process, each had the unlimited right and the opportunity to make demands and proposals on any subject within the scope of representation and that this Memorandum of Understanding constitutes the full and entire understanding of the parties regarding all such demands and proposals. The parties mutually understand that agreements contained in any prior or existing Memorandum of Understanding are hereby superseded or terminated.

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

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

The parties mutually agree that this Memorandum of Understanding may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

**ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY**

It is understood and agreed that this Memorandum of Understanding is subject to all applicable Federal and State Laws, City ordinances and regulations, the Charter of the City of Los Angeles, and any lawful rules and regulations enacted by the City's Civil Service Commission, Employee Relations Board, or similar independent commissions of the City. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or local law or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations and the remainder of this Memorandum of Understanding shall not be affected thereby.

**ARTICLE 1.9 NON-DISCRIMINATION**

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

**ARTICLE 1.10 CITY-ASSOCIATION RELATIONSHIP**

**A. CONTINUITY OF SERVICE TO THE PUBLIC**

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

**B. MUTUAL PLEDGE OF ACCORD**

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

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

**C. NO STRIKE-NO LOCKOUT**

In consideration of the mutual desire of Management and the Association to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the City stipulates that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members stipulate that there shall be no strike resulting in the withholding of service by the members during the term of this Memorandum of Understanding as set forth in Article 2. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Association, they shall be deemed to have forfeited their rights under this Memorandum. The curtailing of operations by the City in whole or part for operational or economic reasons shall not be construed as a lockout.

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

**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, it is the exclusive right of City management to determine the mission of its constituent departments, officers, and boards, set standards of services to be offered to the public, and exercise control and discretion over the City's organization and operations. It is also the exclusive right of City management to take disciplinary action for proper cause, relieve City employees from duty because of lack of work or other legitimate reasons and determine the methods, means and personnel by which the City's operations are to be conducted and to take all necessary actions to maintain uninterrupted service to the community and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- B. Department Management has the authority to transfer and assign employees of the Department. Such transfers and assignments are not grievable and are not arbitrable regardless of the reason for the transfer.
- C. Nothing contained in this Article shall be deemed to amend the Articles in Section 5.

**SECTION 2.0 ASSOCIATION SECURITY/EMPLOYEE RELATIONS**

**ARTICLE 2.1 ACTIONS BY EMPLOYEE RELATIONS BOARD**

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

**ARTICLE 2.2 BULLETIN BOARDS**

- A. The Harbor Department agrees to provide a bulletin board or reasonable space at each work location which may be used by Association for the following purposes:
  - 1. Notice of Association meetings.
  - 2. Notice of Association elections and their results.
  - 3. Notice of Association recreational and social events.
  - 4. Notice of official association business.
  - 5. Any written material which has received the prior approval of the Departmental Management Representative.

- B. It is agreed that all notices prior to being posted shall be submitted to the designated representative of Management. The posting will occur within 24 hours of such submission. Management or their representative may not post or remove any material which has received approval of the Departmental Management Representative.
- C. It is further agreed that the Association Representative shall place a removal date on all materials to be posted.

**ARTICLE 2.3 USE OF HARBOR DEPARTMENT FACILITIES**

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

It is understood that if the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

**ARTICLE 2.4 MANAGEMENT/ASSOCIATION MEETINGS**

Meetings at reasonable intervals may be scheduled at the request of the President of the Association (or his/her designee) or the Management Representative of the department for the purpose of informally discussing potential employer-employee relations problems.

**ARTICLE 2.5 RELEASE TIME**

In each year covered by this Memorandum, the City will permit up to a maximum of 220 hours of time off for Association Directors to participate in employee organization representation activities, subject to the following:

- 1. Time off is requested with seventy-two hours written notice to Management.
- 2. Management approves.
- 3. Time off must be taken in four hour increments.
- 4. Minimum staffing is not impacted.

The Association will reimburse the City the sum of \$50 per officer hour for all such release time. The Harbor Department will bill the Association quarterly each contract year for actual time used.

Refusal by Management for adequate reason is not subject to the grievance procedure.



B. EXCEPTIONS

1. Management, Supervisory or Confidential Employees

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

a. Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830d of the Los Angeles Administrative Code.

b. Supervisory employees shall be defined as follows:

"Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by Management and the Association. Any dispute shall be referred to the Employee Relations Board for resolution.

2. Religious Objections

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.

C. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or service fee to be deducted from twenty-four (24) bi-weekly payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues", as distinct from "service fee", shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
  - a. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Controller within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
  - b. A fee of nine cents (\$.09) per deduction shall be assessed by the City Controller for the processing of each payroll deduction taken. The City Controller will deduct the aggregate amount of said fees on a bi-weekly basis.
2. The Controller shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.
  - a. As of the effective date of the Memorandum of Understanding, the deduction will be computed at the rate of two percent (2%) of the employee's regular pay.
  - b. When the Controller receives notice from the Association to change the deduction percentage rate, the Controller is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
  - c. The authorization to deduct dues and agency shop fees shall remain in effect until written notice of cancellation is given by an employee to the Controller's Office on the appropriate form provided by the Controller for this purpose.
3. Management will provide the Association with the name, home address and employee number of each permanent employee.

4. The Controller shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.

D. ASSOCIATION RESPONSIBILITIES

1. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
2. The Association certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986).
3. Association agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor Association shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Controller within thirty (30) calendar days after the date such deductions were or should have been made.

E. RECISION

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event this Article is overturned by the employees in this representation unit, all other Articles of the Memorandum of Understanding shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor Memorandum of Understanding or amendment shall have been approved.

## **ARTICLE 2.7           WORK ACCESS**

An authorized Association Representative shall have access to the facilities of the Harbor Department, during working hours for the purpose of assisting employees covered under this Memorandum of Understanding, in the adjusting of grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this Memorandum of Understanding. Said representative shall request authorization for such visit by contacting the designated representative of the head of the department, office or bureau for the work site. In the event immediate access cannot be authorized, the designated representative shall inform the staff representative as to the earliest time when access can be granted.

The Association shall give to the Harbor Department and the City Administrative Officer a written list of its authorized Association Representatives which list shall be kept current by the Association.

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

## **ARTICLE 2.8           NOTICE OF CHANGES IN WORK RULES**

Whenever written departmental working rules are established or changes are made to existing written departmental working rules which affect conditions of employment, Management shall, prior to the proposed implementation date, notify Association in writing and offer the opportunity for Association to meet and consult on the changes with Management.

Nothing contained in this Article shall be construed as a limitation of the right of Management to implement new written departmental working rules or make changes in such existing rules in cases of emergency. Provided, however, when such new work rules or changed existing work rules, as the case may be, must be adopted immediately, without prior notice to the Association, notice shall be given and the opportunity for consultation shall be given at the earliest practical time following the adoption of such new work rules or changes in existing written department work rules, as the case may be.

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

## **SECTION 3.0 ON THE JOB**

### **ARTICLE 3.1 PERSONNEL FOLDERS**

An employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals, upon request, during hours when the personnel office is normally open for business. Such review shall not interfere with the normal business of the department, office or bureau.

No evaluatory or disciplinary comment may be placed in an employee's official departmental personnel folder, or any other file used for any personnel purposes without his/her having first read and signed the document containing the evaluatory or disciplinary comment and afforded an opportunity to attach a written response within thirty days. The employee's signature does not necessarily indicate agreement with the comment. If after reading the evaluatory or disciplinary comment, the employee refuses to sign the document containing such comment, that fact shall be noted on the document by the employee's supervisor. It is mutually understood that an employee performance evaluation is not considered a disciplinary document. It may, however, be used to document behavior and/or performance deficiencies that have been brought to an employee's attention.

A "Notice to Correct Deficiencies" may be sealed by Management upon the request of an affected employee if he/she has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed that resulted in written corrective counseling or other management action for a period of two (2) 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 3.2 PERFORMANCE EVALUATIONS**

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

### **ARTICLE 3.3 UNIFORM AND EQUIPMENT ALLOWANCE**

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

Management will provide a cash payment of \$1,070 per fiscal year to those employees in this Unit who are on active payroll status with this Unit on each October 1. This payment will be made by separate check distributed between December 1 and December 15 each year for that fiscal year. In addition, Management will also provide each member each fiscal year with a uniform voucher in the amount of \$400.

This annual uniform allowance will not be paid to any officer graduating from a Police Academy during the calendar year in which the uniform allowance is to be paid.

This allowance is not intended to be part of wages.

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

#### **ARTICLE 3.4 SAFETY**

- A. Safety clothing and devices provided by Management as per Appendix F shall continue to be provided, as long as the need exists; the Association will encourage all members of the Unit to utilize said safety clothing and devices to the fullest extent possible.
- B. Management will make every reasonable effort to provide safe working conditions. The Association will encourage all members in the Unit to perform their work in a safe manner. Each employee should be alert to unsafe practices, equipment and conditions, and should report any hazardous condition promptly to his/her immediate supervisor. Said supervisor should:
  - 1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor; or
  - 2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.
  - 3. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, he/she shall promptly report the problem to the next designated level of supervision or inform the Departmental Safety Coordinator about the problem.
- C. If the procedures for handling a reported hazardous condition are not initiated, or if initiated, fail to effect a satisfactory solution of the problem within a reasonable time, the employee or his/her representative may call the City Occupational Safety Office and report such hazard.

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

## **ARTICLE 3.5 HOURS OF WORK**

- A. 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.
1. Notwithstanding the provisions of Section 4.108 (Regular Hours of Work) and 4.113 (Overtime) of the LAAC, any unit member who is assigned to a law enforcement function may be assigned by Management to a work schedule consisting of twenty (20) days of work in each twenty-eight (28) day deployment period, with eight (8) regular days off.
  2. An employee shall be in actual attendance on duty a minimum of eight (8) hours every day he/she is assigned to work. The eight (8) hours does not include time to consume a meal. Adjustments to an employee's work schedule may be made in order to accomplish the objective of the Department. In all cases, a regular full-time employee shall work a total of 160 hours in each 28 workday deployment period.

### **B. POSTING OF DEPLOYMENT PERIOD WORK SCHEDULES**

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

### **C. CHANGE OF SHIFT, ROTATION**

1. Generally, shift rotation shall be conducted so it is effective at 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 paygrade requests a specific shift, and there are not enough available positions on the desired shift, it will be the commanding officer's discretion to assign the shift. The commanding officer's discretion shall not include assignment on the basis of nepotism, favoritism, or other improper basis and priority consideration in the exercise of this discretion shall be given to the seniority of officer(s) on shift. The commanding officer's discretion shall be based on the current needs of the Department. Sergeants shall rotate within their respective ranks.

**Exception:** At the discretion of the commanding officer, employees may be loaned to another shift for no longer than four weeks to provide vacation relief

as necessary to maintain adequate coverage on all shifts. In the event of an emergency or long term training assignment, employees may be loaned to another shift in excess of four weeks. Attempts will be made to fill such loans on a voluntary basis. Should an employee be loaned to another shift to meet Department needs, including vacation relief, the loan period shall not be counted as time in 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 in the original shift. The commanding officer may make an exception to this policy when it is in the best interest of the Department or individual employee to do so.

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 Department, and such decision shall not be a grievable or arbitrable matter.

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 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 3.6      MEAL PERIODS**

The meal period for Unit members shall be 30 minutes and shall not be counted as time worked for any purpose. An officer who is called to duty during his/her meal period shall, at Management's discretion, either be:

- A.      Given a 30-minute meal period at a later time during the same shift; or
- B.      Compensated in cash at the rate of one and one-half times the employee's regular rate of pay.

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

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

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

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

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

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

**SECTION 4.0        BENEFITS**

**ARTICLE 4.1        VACATIONS**

Notwithstanding the provisions of Section 4.245 of the Los Angeles Administrative Code (LAAC), effective July 1, 1994, each employee in this unit who has completed his/her qualifying year on or after that date shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in Section 4.246 of the LAAC:

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

**ARTICLE 4.2        VACATION SCHEDULE**

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

**ARTICLE 4.3        HEALTH AND DENTAL PLANS**

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

The sections below are intended to reflect the Flex Program approved on July 17, 1996. If there are any discrepancies between the benefits described herein and the Flex Program approved by the Joint Labor-Management Benefits Committee, the Flex Program benefits will take precedence.

## **Section I – Health Plans**

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

During the term of this MOU, Management agrees to continue to contribute for each unit member a subsidy equal to the cost of his/her medical plan not to exceed \$1,163.96 per month beginning January 1, 2012.

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

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

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

## **Section II – Employee Contribution To Health Plans**

Notwithstanding Section I of this Article, effective January 1, 2013, and beyond, all full-time members of this unit shall pay five percent (5%) 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 less than the amount of the City's maximum monthly health care subsidy. The following is a sample calculation of a premium amount that is equal to or less than the City's maximum subsidy rate:

If the premium amount is \$600/month and the Maximum Subsidy Rate is \$1,250/month, then the employee shall be obligated to contribute the equivalent of \$30/month (5% of \$600), which converts to an employee biweekly contribution of \$15.00 (over 24 pay periods in a fiscal year).

In the event that members of this unit are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, then, effective January 1, 2013, and beyond, 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 five percent (5%) of the City's maximum monthly health care subsidy. The following is a sample calculation of a premium amount that exceeds the City's maximum subsidy rate:

If the premium amount is \$1,600/month and the Maximum Subsidy Rate is \$1,250/month, then the employee shall be obligated to contribute \$412.50/month, including \$350/month (\$1,600 - \$1,250) plus \$62.50 (5% of \$1,250), which converts to an employee biweekly contribution of \$206.25 (over 24 pay periods in a fiscal year).

The final contribution shall be rounded to the whole number, as determined by the Personnel Department.

### **Section III – Dental Plans**

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

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

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

### **Section IV – Definition of Dependent**

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

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

## **Section V – General Provisions**

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

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

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

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

For an employee who is on family or medical leave under the provisions of Article 4.7 herein, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 4.7 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods, except while an employee is on a Pregnancy Disability Leave (up to four months), Management shall continue the City's subsidy described herein for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

## **Section VII – Benefit Protection Plan**

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

**ARTICLE 4.4            ASSOCIATION DISABILITY, OPTICAL AND LIFE INSURANCE PROGRAMS**

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

Operative on the date a unit member became/becomes a member of Tier 5 of the Fire and Police Pension System, each unit member will be enrolled in the Association Optical and Life Insurance Program only. Management will forward twenty-five dollars (\$25.00) bi-weekly to carriers designated by the Association for each employee in the Unit who is on active payroll status and a member of Tier 5. Such amount shall be allocated for the Association Optical Program, and Life Insurance Program.

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

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

**ARTICLE 4.5            HOLIDAYS AND HOLIDAY PAY**

A.     The following days shall be treated as holidays during the term of this MOU:

1.     New Year's Day
2.     Martin Luther King's Birthday (the third Monday in January)
3.     Washington's Birthday (the third Monday in February)
4.     Cesar E. Chavez' Birthday (the last Monday in March)
5.     Memorial Day (the last Monday in May)
6.     Independence Day (July 4)
7.     Labor Day (the first Monday in September)
8.     Columbus Day (the second Monday in October)
9.     Veteran's Day (November 11)
10.   Thanksgiving Day (the fourth Thursday in November)
11.   The Friday after Thanksgiving Day
12.   Christmas Day (December 25)
13.   Any day or portion thereof declared to be a holiday by proclamation of the Mayor and the concurrence of the City Council by resolution
14.   One unspecified holiday (per calendar year beginning in calendar year 2006)

- B. For each holiday listed above, employees will be compensated for eight (8) hours, unless otherwise specified, of paid holiday time off.
- C. When any holiday from 1 through 12 above falls on a Sunday, it shall be observed on the following Monday.
- D. When any holiday from 1 through 12 above falls on a Saturday, it shall be observed on the preceding Friday.
- E. Any holiday declared by proclamation of the Mayor with the concurrence of the City Council, shall not be deemed to advance the last scheduled working day before a holiday for purposes of computing any additional time off.
- F. Whenever a holiday from 1 through 12 above occurs during an employee's regularly scheduled work week, eight (8) hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- G. Whenever a holiday listed under 13 above occurs during an employee's regularly scheduled work week, the appropriate number of hours of paid leave shall be credited for the purpose of computing overtime pay for work performed after forty (40) hours.
- H. Employees working in excess of: eight (8) hours on any holiday listed from 1 through 12 above; or hours worked in excess of any day or portion thereof declared to be a holiday by proclamation of the Mayor, shall be paid at the appropriate holiday pay rate for his/her class but shall not be included when calculating the employee's work week for overtime pay purposes.
- I. An employee who works on any holiday listed above will receive eight (8) hours (unless otherwise specified above) of holiday pay and one and one-half (1½) the hourly rate for all hours worked on the observed holiday; provided, however, that the employee has (1) worked his/her regular assigned shift immediately before, and his/her assigned shift immediately after the holiday, or (2) prior to such holiday, Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked.
- J. For each holiday listed above which results in time off with pay for employees working a Monday through Friday work week, employees who are scheduled to work other than the Monday through Friday work week shall be entitled to such day off with pay or shall be compensated in accordance with all pertinent provisions (B through I above). If such holiday falls on the employee's scheduled day off, an alternative day off in-lieu shall be scheduled within one year of the holiday.

- K. The additional compensation for work performed on a holiday as provided herein shall not apply to employees whose regular rate of pay is bonused to include pay for holidays worked.
- L. Management shall have the sole authority and responsibility to determine whether the compensation for any holiday worked shall be in cash or paid leave time off.
- M. The unspecified holiday listed in 14 above shall be taken in accordance with the following requirements:
  - 1. The holiday must be taken in one full normal working day increment of eight (8) hours during the calendar year in which it is credited or it will be forfeited. The request for such time off, if timely submitted by the employee, will be promptly approved by Management subject to the operating needs of the employee's department, office or bureau. If an unforeseen operating requirement prevents the employee from taking such previously approved holiday, Management will reschedule the holiday so that it may be taken on some other reasonably satisfactory date within the calendar year.
  - 2. Any break in service (i.e., resignation, discharge, retirement) prior to taking the holiday shall forfeit any right thereto.
  - 3. The holiday shall not be utilized to extend the date of any layoff.
  - 4. No employee shall be entitled to an unspecified holiday until he/she has completed six months of service.
  - 5. Employees who work in intermittent, on-call, vacation relief, or seasonal positions shall not be entitled to the unspecified holiday.
  - 6. No employee shall receive more than two unspecified holidays in any calendar year. Thus, (a) an employee transferring from the Department of Water and Power (DWP) to any other City department, office or bureau will not receive an additional unspecified holiday(s) after taking such holiday prior to leaving the DWP, and (b) employees who resign or are terminated and then rehired during the same calendar year, will not receive an additional unspecified holiday(s) when rehired.

#### **ARTICLE 4.6 SICK LEAVE BENEFITS**

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

## ARTICLE 4.7 FAMILY AND MEDICAL LEAVE/FAMILY ILLNESS

### A. AUTHORIZATION FOR LEAVE

During the term of this MOU, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 4.12 – Family Illness), upon the request of the employee or designation by Management in accordance with applicable Federal and State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

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

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

**Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Section D.1 of this Article.)

### B. DEFINITIONS

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **Domestic Partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.

3. **Parent** means a biological, foster or adoptive parent, a stepparent, a legal guardian or an individual who stands or stood "*in loco parentis*" to an employee when the employee was a child. This term does not include parents "in-law." Persons who are "*in loco parentis*" includes those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
4. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing "*in loco parentis*," who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability."

C. ELIGIBILITY

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least twelve (12) months and who have worked for at least 1,040 hours during the twelve (12) months immediately preceding the beginning of the leave.

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

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

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

D. CONDITIONS

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

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave with medical certification certifying the employee is unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of a child, which shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, and must be concluded within one year of the child's birth.

Employees (either parent) are also eligible for family leave (“bonding”) under the California Family Rights Act (CFRA), which shall be limited to four months (nine [9] pay periods) and must be concluded within one year of the child's birth or adoption. (The administration of such leave shall be in accordance with Section C.2 of this Article.)

2. **Adoption** – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to the placement if an absence from work is required.
3. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee.
4. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by management.
5. A **serious health condition** is defined as an illness, injury, impairment or physical or mental condition that involves:
  - a. Any period of incapacity or treatment 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 (3) calendar days involving continuing treatment by or under the supervision of a health care provider; or

- c. Any period of incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or
  - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. Any absences to receive multiply treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or
  - f. Any period of incapacity due to pregnancy or for prenatal care.
6. **Workers' Compensation/IOD** - An employee receiving Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
7. **Continuous/Intermittent Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position for which the employee is qualified to accommodate recurring leave periods. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

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

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

8. A personal leave beyond the four (4) month leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
9. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least 15 calendar days to obtain the medical certification.

E. NOTICE REQUIREMENTS

1. **Employee** – When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.
2. **Management** – In response to an employee’s request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee’s annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying regardless of whether or not the employee initiates a request to take family or medical leave.

F. APPLICABLE TIME OFF

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

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

- b. For the non-disability portion of childbirth leave (before delivery or after “bonding”), accrued vacation time off available at the start of the leave shall be used prior to the use of time under c, d, and e below.
  - c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
  - d. Unpaid leave.
  - e. Accrued compensatory time off may be used at the employee’s discretion, with management 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 twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in b below.
  - b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c and d below.
  - c. Accrued sick leave; all 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
  - d. Unpaid leave.
  - e. Accrued compensatory time off may be used at the employee’s discretion, with management approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee’s annual family and medical leave entitlement.

3. Personal Medical Leave

- a. Accrued sick leave (100% or 75%) may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b below.
- b. Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c below.
- c. Unpaid leave.
- d. Accrued compensatory time off may be used at the employee's discretion, with management 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

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

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

**ARTICLE 4.8           BEREAVEMENT LEAVE**

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

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

- D. Any approved bereavement leave time shall be taken by the employee within twelve (12) calendar months from the date of the death of the employee's immediate family member.

**ARTICLE 4.9           RETIREMENT BENEFITS**

A. BENEFITS

Effective July 1, 2009, through the beginning of the payperiod following the effective date of the ordinance implementing the Early Retirement Incentive Program, for employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement formula and subsidies of: 1) one-half the employees' retirement contribution rates, and 2) an additional two percent (2%) of compensation earnable after the one-half subsidy, shall be continued during the term of this MOU. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

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

Effective July 1, 2011 through June 30, 2026, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented. The employee contribution rate shall return to 6% in accordance with the Early Retirement Incentive Program agreement dated October 26, 2009.

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

**B. PROCEDURE FOR BENEFITS MODIFICATIONS**

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

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

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

C. RETIREE HEALTH BENEFITS

As of July 1, 2011, there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Commencing on the effective date of this MOU, the parties agree that the retiree health benefit available under this program is a vested benefit for bargaining unit members. Specifically, the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the Kaiser two-party non-Medicare Part A and Part B premium is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision.

The parties further agree that should any provision of this Article 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 the effective date of this Agreement. Additionally, the parties shall meet and confer to achieve equal cost savings.

Effective July 1, 2011, there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Commencing on the effective date of this MOU Amendment, the parties agree that the retiree health benefit available under this program is a vested benefit for bargaining unit members. Specifically, the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the 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 4.1103.4 shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

- D. The provisions of this Article shall only apply to members in the City Employees' Retirement System.

**ARTICLE 4.10 INJURED ON DUTY PAY**

For Unit members injured on duty after January 1, 2001, the City will provide a worker's compensation benefit equal to regular pay less his/her retirement contribution and all other voluntary payroll deductions in accordance with State Labor Code Section 4850. This Article shall not affect employees whose injury occurred before January 1, 2001.

**ARTICLE 4.11 RAIN GEAR**

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

**SECTION 5.0 GRIEVANCES**

**ARTICLE 5.1 GRIEVANCE PROCEDURE**

A. DEFINITIONS

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

B. RESPONSIBILITIES AND RIGHTS

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of Management-imposed limitations in scheduling meetings.

3. The grievant has the responsibility to discuss his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.
4. By mutual agreement, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and Management may waive one level of review from this grievance procedure.
5. Management shall notify Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this Memorandum of Understanding, and an authorized Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the authorized Association Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. Association is to be notified of the resolution of all other formal grievances.

C. PROCEDURE

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

Step 1 - Informal Discussion

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

The immediate supervisor shall respond within five (5) calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at the next step.

## Step 2 - First Level of Review

If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the department, office or bureau upon the person designated to review the grievance at Step 2 within seven (7) calendar days of receipt of the grievance response at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

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

## Step 3 - Second Level of Review

If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance on said form upon the person designated to review the grievance at Step 3 within seven (7) calendar days of receipt of the Step 2 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

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

## Step 4 - Mediation (optional)

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

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

The Executive Director of the Employee Relations Board shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State

mediator is unavailable, Union and Management may jointly agree to a mediator selected by the Executive Director of the Employee Relations Board. The fees for mediation shall be shared equally by Union and Management.

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

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

If the grievance is not resolved in mediation, the mediator may be requested to provide an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. However upon mutual agreement of the parties, the mediator may be requested to furnish such opinion in writing, including a brief statement of the reasons for the opinion. Such opinion, as well as confidential discussions by the parties in mediation, shall not be used during any subsequent arbitration.

#### Step 5 - General Manager/Third Level of Review

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

## Step 6 - Arbitration

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

If such written notice is served, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

- a. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being mutually understood that all other expenses including, but limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.
- b. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.
- c. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

**ARTICLE 5.2            GRIEVANCE REPRESENTATION**

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

The grievant and his/her representative may have a reasonable amount of paid time off for this purpose. However, said representative will receive paid time off only if he/she is a member of the Association and in the same Unit as the grievant, is employed by the same department as the grievant, and is employed within a reasonable distance from the work location of the grievant.

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

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

**SECTION 6.0            TIME OFF**

**ARTICLE 6.1            EMPLOYMENT OPPORTUNITIES**

The Personnel Department will mail to Association copies of all recruitment bulletins. Tentative examination bulletins approved by the Head of the Examining Division of the Personnel Department, will be mailed two (2) calendar days prior to the date that said bulletins are scheduled to be approved by the Civil Service Commission.

## **ARTICLE 6.2            JURY SERVICE**

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

## **ARTICLE 6.3            CIVIC DUTY**

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

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

**SECTION 7.0 COMPENSATION**

**ARTICLE 7.1 SALARIES AND POST**

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

<b>Appendix</b>	<b>Operative Date</b>
A	July 1, 2012*
B	January 1, 2013
C	July 1, 2013
D	November 1, 2013
E	March 1, 2014

\* Effective July 1, 2012 or after Council adoption of the MOU, whichever occurs sooner.

- C. The parties have agreed to a new pay grade structure for Port Police Officer (Code 3221). Effective the payroll period after Council adoption of this MOU, unit members shall be reallocated to the new pay grade series identified in the table below and shall be entitled to the corresponding salary and benefits as outlined in this MOU.

<b>Pay Grade</b>	<b>Class Code</b>	<b>New Pay Grade</b>	<b>New Pay Grade Class Code</b>
N/A	N/A	Port Police Officer I	3221-1
Port Police Officer I	3221-1	Port Police Officer II	3221-2
Port Police Officer II	3221-2	Port Police Officer III	3221-3

The new Port Police Officer I pay grade will consist of all existing Port Police Officer I class members who are currently in their 18 month academy training/probationary period. All other Port Police Officer I class members will be pay grade advanced to Port Police Officer II. All existing members of the Port Police Officer II class will be pay grade advanced to Port Police Officer III.

The parties agree and understand that pay grades are designated by management based on the assigned duties of certain specialized units. A unit member who is reassigned by management shall receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A unit member who voluntarily moves from one position to a position in a lower pay grade, shall receive the lower pay grade. Nothing in this section shall be construed to limit an officers ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act.

**D. POST CERTIFICATE BONUS**

1. Operative July 1, 1998, employees covered by this Memorandum of Understanding who successfully complete and present a Basic POST Certificate, shall be paid a pension-based POST bonus of three percent (3%) of regular pay.
2. Beginning July 1, 2001, any employee covered by this MOU, who currently holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to management, shall effective the date of presentation, receive a bonus equal to one percent (1%) of regular pay.
3. Beginning July 1, 2001, any employee covered by this MOU, who currently holds or has successfully completed the requirement for an Advanced POST Certificate and has presented this certificate to management, shall effective the date of presentation, receive an additional bonus of two percent (2%) of regular pay.
4. The date of issuance on said Certificate shall be the operative date for the award of the bonus for payroll purposes, except when new employees possess a POST Certificate upon employment, then the date for the award of the bonus shall be the date of employment.
5. Provisions of this Article shall not be grievable.

**ARTICLE 7.2      LENGTH OF SERVICE PAY**

Any member of this Unit who is employed as a Port Police Officer I or II, shall be eligible for longevity pay based upon the number of years served as a Port Police Officer I or II (or Special Officer III or IV) at the Harbor Department. Such longevity pay is subject to the following conditions:

- A. Upon the certification to the Controller by the Chief Administrative Officer of the Harbor Department that a member has completed the prescribed number of years of service at the Harbor Department and that such member's standard of service is satisfactory, such member shall receive compensation in addition to the biweekly prescribed for the class pay grade computed as follows:

1. Upon completion of ten (10) years and until the completion of fifteen (15) years of service, an officer will receive an amount equal to 2.75% above the top step regular pay hourly rate for Port Police Officer I as calculated by the City Administrative Officer. Effective July 1, 2006, this amount will be \$74.40 biweekly. Effective July 1, 2007, this amount will be \$76.80 biweekly. Effective July 1, 2008, this amount will be \$80.00 biweekly.
  2. Upon completion of fifteen (15) years, an officer shall receive an additional 2.75% above the top step regular pay hourly rate for Port Police Officer I as calculated by the City Administrative Officer. Effective July 1, 2006, this amount will be \$148.80 biweekly. Effective July 1, 2007, this amount will be \$154.40 biweekly. Effective July 1, 2008, this amount will be \$160.00 biweekly.
- B. No other members of the Harbor Department employed in any classification other than Port Police Officer shall be eligible to receive longevity pay.

### **ARTICLE 7.3 CONTINUANCE OF LONGEVITY PAY**

A Port Police Officer I or II will be allowed to continue to receive longevity pay for a period of six months following an initial notice of unsatisfactory service. If during the six-month period the Port Police Officer I or II does not achieve a satisfactory standard of service, the Chief of Port Police shall certify to the City Controller that the employee's service has been unsatisfactory, and the payment of longevity pay for the employee will cease until such time as the Chief of Port Police again certifies that the employee has achieved a satisfactory standard of service.

### **ARTICLE 7.4 CALL BACK PAY**

Whenever employees are ordered to return to duty following the termination of their work shift and departure from their work location, they shall receive a minimum payment equivalent to four hours of premium pay.

### **ARTICLE 7.5 OVERTIME**

#### **A. DISTRIBUTION OF OVERTIME**

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

B. METHOD OF COMPENSATION

The method of compensation, either cash or time off (book overtime), will be at the discretion of Management. Overtime compensation (cash or booked) will be accounted for in increments of six (6) minutes. Book overtime must be approved by the Division Head or his designee. Accumulation of book overtime is limited to one hundred twenty (120) hours per employee. At any time, the Department Head may direct that any accumulated book overtime be paid in cash.

Note: For payroll purposes, overtime consisting of partial hours shall be paid in cash. For example, if an employee worked 10.75 hours of overtime 10 hours can be paid in cash or booked (at the discretion of management) and .75 hours shall be paid in cash.

C. TIMEKEEPING RECORDS

A record of mandatory overtime hours worked shall be maintained and displayed in a common area accessible to all sworn staff in accordance with Department procedures. Under no circumstances shall hours worked be recorded or maintained in an informal manner commonly known as "white time" or in a manner inconsistent with established policies and procedures.

**ARTICLE 7.6 BILINGUAL DIFFERENTIAL**

Management's present practices with regard to premium pay for employees required to use a language other than English will be continued during the term of this Memorandum of Understanding. Such practices of additional compensation for employees required to use a language other than English shall be in accordance with Section 4.84 of the Los Angeles Administrative Code.

**ARTICLE 7.7 SIGN LANGUAGE PREMIUM**

Any qualified employee who is covered by the provisions of this Memorandum of Understanding and who is requested by the Communications Assistance Center to utilize sign language, shall receive compensation equal to the first premium level rate above the appropriate step rate of the salary range prescribed for his/her class for each business day the skill is used. Such practices of additional compensation shall be in accordance with Section 4.84.1 of the Los Angeles Administrative Code.

## **ARTICLE 7.8            COMPENSATION FOR COURT APPEARANCES**

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

### **A.     BASIC COMPENSATION**

An employee, at the employee's option, may report to court when subpoenaed or remain on-call. If the employee elects to appear in court, the supervisor must be notified, as soon as practical prior to the scheduled court appearance. If the employee wishes to remain on-call, the employee must be able to appear in court not more than one hour after being notified that the employee's appearance is required in court. To appear in court more than an hour after having been notified will void the employee's right to on-call compensation. An employee need not remain at home, but must be available for telephonic notification at a location where the supervisor knows the employee can be reached.

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

### **B.     MULTIPLE CASES**

An off-duty employee who receives morning and afternoon subpoenas for separate cases on a court day shall receive overtime compensation as in Paragraph A.1. above, for each case for a total of eight (8) hours. In addition, he/she shall receive hour-for-hour overtime compensation for each additional hour of actual court attendance in excess of four (4) hours.

### **C.     EXCEPTIONS TO THE FOUR HOUR MINIMUM**

1.     Court appearances or on-call status commencing four (4) hours or less before the employee's regularly assigned shift begins: compensation will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the same noon recess provisions as outlined in Paragraph A.2. above.

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

#### **ARTICLE 7.9      ACTING PAY ASSIGNMENTS**

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

**ARTICLE 7.10 MILEAGE**

When an employee is authorized to use his/her own vehicle, pursuant to Division 4, Chapter 5, Article 2 of the Los Angeles Administrative Code, in the performance of his/her duties such employee, shall be reimbursed for his/her transportation expenses. The reimbursement shall be for each mile traveled on a cents per mile basis, in accordance to an amount equal to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS).

During the term of this MOU, the cents per mile reimbursement shall be adjusted to an amount equal to the annual standard car mileage allowance as determined by the IRS. The City Administrative Officer shall certify to the Controller appropriate changes, if required, to become effective the beginning of the pay period in which the IRS rate change is effective.

**ARTICLE 7.11 MARKSMANSHIP BONUS**

A. Management shall pay the bonus indicated below to officers who meet the criteria established by the Port Police Department for each of the listed levels of shooting expertise:

<b>Bonus Type</b>	<b>Biweekly Amount</b>
Marksman	\$4.00
Sharpshooter	\$8.00
Expert	\$16.00
Distinguished Expert	\$32.00

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

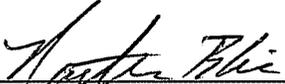
## **ARTICLE 7.12 SALARY OVERPAYMENTS/ UNDERPAYMENTS**

In the event a bargaining unit member is erroneously overpaid by the City, the member will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. The notification will also contain a proposed repayment schedule and shall give the member a specific period of time to dispute the overpayment or request an alternative repayment schedule. Any such alternative repayment plan must be acknowledged in writing by the member and the authorized Department representative. If the member does not dispute the overpayment or request an alternative repayment schedule in the specified time period, the Department will commence payroll deductions to recoup the amount of the overpayment in accordance with the proposed repayment schedule. The biweekly deduction amounts shall not exceed the biweekly amounts that were overpaid to the member unless the member agrees in writing to an increased amount. (For example, if a member was overpaid \$50 biweekly, the repayment will occur at a rate of no more than \$50 biweekly).

In the event a bargaining unit member is erroneously underpaid by the City, the member will notify the City in writing of the amount of the underpayment. An authorized Department representative will verify the bargaining unit member's claim and determine the appropriate amount of the underpayment. Upon approval by the Department representative, the unit member will receive the underpayment amount within a reasonable and timely manner.

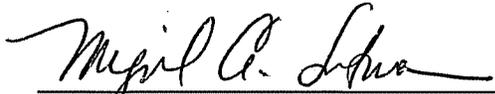
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

Los Angeles Harbor Port Police  
Association Representatives:

  
\_\_\_\_\_  
Nathanael Blair  
LAPPA

\_\_\_\_\_  
Dieter Dammeier  
Counsel for LAPPA

City of Los Angeles  
Representatives:

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

  
\_\_\_\_\_  
Geraldine Knatz  
Harbor Department

**As to form:**

  
\_\_\_\_\_  
Zoel Houston  
City Attorney's Office

5-24-12  
Date

**APPENDIX A MOU 38 - SALARIES EFFECTIVE JULY 1, 2009**

			<b>Step</b>						
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
<b>Port Police Officer I 3221-1</b>	<b>Regular Pay</b>	HR	27.75	29.30	30.93	32.65	34.47	36.39	
		BW	2,220.00	2,344.00	2,474.40	2,612.00	2,757.60	2,911.20	
		<b>Range 2775</b>	57,942.00	61,178.40	64,581.84	68,173.20	71,973.36	75,982.32	
	<b>Basic POST - 3%</b>	HR	0.83	0.88	0.93	0.98	1.03	1.09	
		BW	66.40	70.40	74.40	78.40	82.40	87.20	
		YR	1,733.04	1,837.44	1,941.84	2,046.24	2,150.64	2,275.92	
	<b>Int POST - 1%</b>	HR	0.28	0.29	0.31	0.33	0.34	0.36	
		BW	22.40	23.20	24.80	26.40	27.20	28.80	
		YR	584.64	605.52	647.28	689.04	709.92	751.68	
	<b>Adv POST - 2%</b>	HR	0.56	0.59	0.62	0.65	0.69	0.73	
		BW	44.80	47.20	49.60	52.00	55.20	58.40	
		YR	1,169.28	1,231.92	1,294.56	1,357.20	1,440.72	1,524.24	
	<b>Port Police Officer II 3221-2</b>	<b>Regular Pay</b>	HR	30.86	32.58	34.40	36.32	38.35	
			BW	2,468.80	2,606.40	2,752.00	2,905.60	3,068.00	
			<b>Range 3086</b>	64,435.68	68,027.04	71,827.20	75,836.16	80,074.80	
<b>Basic POST - 3%</b>		HR	0.93	0.98	1.03	1.09	1.15		
		BW	74.40	78.40	82.40	87.20	92.00		
		YR	1,941.84	2,046.24	2,150.64	2,275.92	2,401.20		
<b>Int POST - 1%</b>		HR	0.31	0.33	0.34	0.36	0.38		
		BW	24.80	26.40	27.20	28.80	30.40		
		YR	647.28	689.04	709.92	751.68	793.44		
<b>Adv POST - 2%</b>		HR	0.62	0.65	0.69	0.73	0.77		
		BW	49.60	52.00	55.20	58.40	61.60		
		YR	1,294.56	1,357.20	1,440.72	1,524.24	1,607.76		
<b>Port Police Sergeant 3222</b>		<b>Regular Pay</b>	HR	38.38	40.52	42.78	45.17	47.69	
			BW	3,070.40	3,241.60	3,422.40	3,613.60	3,815.20	
			<b>Range 3838</b>	80,137.44	84,605.76	89,324.64	94,314.96	99,576.72	
	<b>Basic POST - 3%</b>	HR	1.15	1.22	1.28	1.36	1.43		
		BW	92.00	97.60	102.40	108.80	114.40		
		YR	2,401.20	2,547.36	2,672.64	2,839.68	2,985.84		
	<b>Int POST - 1%</b>	HR	0.38	0.41	0.43	0.45	0.48		
		BW	30.40	32.80	34.40	36.00	38.40		
		YR	793.44	856.08	897.84	939.60	1,002.24		
	<b>Adv POST - 2%</b>	HR	0.77	0.81	0.86	0.90	0.95		
		BW	61.60	64.80	68.80	72.00	76.00		
		YR	1,607.76	1,691.28	1,795.68	1,879.20	1,983.60		

**APPENDIX B MOU 38 - SALARIES EFFECTIVE JULY 1, 2012**

(or the first pay period after Council adoption, whichever is first)

			Step						
			1	2	3	4	5	6	
<b>Port Police Officer I 3221-1</b>	<b>Regular Pay</b>	HR	22.20	23.44	24.75	26.13	27.59	29.13	
		BW	1,776.00	1,875.20	1,980.00	2,090.40	2,207.20	2,330.40	
		<b>Range 2220</b> YR	46,353.60	48,942.72	51,678.00	54,559.44	57,607.92	60,823.44	
	<b>Basic POST - 3%</b>	HR	0.67	0.70	0.74	0.78	0.83	0.87	
		BW	53.60	56.00	59.20	62.40	66.40	69.60	
		YR	1,398.96	1,461.60	1,545.12	1,628.64	1,733.04	1,816.56	
	<b>Int POST - 1%</b>	HR	0.22	0.23	0.25	0.26	0.28	0.29	
		BW	17.60	18.40	20.00	20.80	22.40	23.20	
		YR	459.36	480.24	522.00	542.88	584.64	605.52	
	<b>Adv POST - 2%</b>	HR	0.44	0.47	0.50	0.52	0.55	0.58	
		BW	35.20	37.60	40.00	41.60	44.00	46.40	
		YR	918.72	981.36	1,044.00	1,085.76	1,148.40	1,211.04	
	<b>Port Police Officer II 3221-2</b>	<b>Regular Pay</b>	HR	28.31	29.89	31.56	33.32	35.18	37.14
			BW	2,264.80	2,391.20	2,524.80	2,665.60	2,814.40	2,971.20
			<b>Range 2831</b> YR	59,111.28	62,410.32	65,897.28	69,572.16	73,455.84	77,548.32
<b>Basic POST - 3%</b>		HR	0.85	0.90	0.95	1.00	1.06	1.11	
		BW	68.00	72.00	76.00	80.00	84.80	88.80	
		YR	1,774.80	1,879.20	1,983.60	2,088.00	2,213.28	2,317.68	
<b>Int POST - 1%</b>		HR	0.28	0.30	0.32	0.33	0.35	0.37	
		BW	22.40	24.00	25.60	26.40	28.00	29.60	
		YR	584.64	626.40	668.16	689.04	730.80	772.56	
<b>Adv POST - 2%</b>		HR	0.57	0.60	0.63	0.67	0.70	0.74	
		BW	45.60	48.00	50.40	53.60	56.00	59.20	
		YR	1,190.16	1,252.80	1,315.44	1,398.96	1,461.60	1,545.12	
<b>Port Police Officer III 3221-3</b>		<b>Regular Pay</b>	HR	31.48	33.24	35.09	37.05	39.12	
			BW	2,518.40	2,659.20	2,807.20	2,964.00	3,129.60	
			<b>Range 3148</b> YR	65,730.24	69,405.12	73,267.92	77,360.40	81,682.56	
	<b>Basic POST - 3%</b>	HR	0.94	1.00	1.05	1.11	1.17		
		BW	75.20	80.00	84.00	88.80	93.60		
		YR	1,962.72	2,088.00	2,192.40	2,317.68	2,442.96		
	<b>Int POST - 1%</b>	HR	0.31	0.33	0.35	0.37	0.39		
		BW	24.80	26.40	28.00	29.60	31.20		
		YR	647.28	689.04	730.80	772.56	814.32		
	<b>Adv POST - 2%</b>	HR	0.63	0.66	0.70	0.74	0.78		
		BW	50.40	52.80	56.00	59.20	62.40		
		YR	1,315.44	1,378.08	1,461.60	1,545.12	1,628.64		
	<b>Port Police Sergeant 3222</b>	<b>Regular Pay</b>	HR	39.15	41.33	43.63	46.06	48.63	
			BW	3,132.00	3,306.40	3,490.40	3,684.80	3,890.40	
			<b>Range 3915</b> YR	81,745.20	86,297.04	91,099.44	96,173.28	101,539.44	
<b>Basic POST - 3%</b>		HR	1.17	1.24	1.31	1.38	1.46		
		BW	93.60	99.20	104.80	110.40	116.80		
		YR	2,442.96	2,589.12	2,735.28	2,881.44	3,048.48		
<b>Int POST - 1%</b>		HR	0.39	0.41	0.44	0.46	0.49		
		BW	31.20	32.80	35.20	36.80	39.20		
		YR	814.32	856.08	918.72	960.48	1,023.12		
<b>Adv POST - 2%</b>		HR	0.78	0.83	0.87	0.92	0.97		
		BW	62.40	66.40	69.60	73.60	77.60		
		YR	1,628.64	1,733.04	1,816.56	1,920.96	2,025.36		

**APPENDIX C MOU 38 - SALARIES EFFECTIVE JANUARY 1, 2013**

			Step						
			1	2	3	4	5	6	
<b>Port Police Officer I 3221-1</b>	<b>Regular Pay</b>	HR	22.64	23.90	25.23	26.64	28.13	29.70	
		BW	1,811.20	1,912.00	2,018.40	2,131.20	2,250.40	2,376.00	
		<b>Range 2264</b> YR	47,272.32	49,903.20	52,680.24	55,624.32	58,735.44	62,013.60	
	<b>Basic POST - 3%</b>	HR	0.68	0.72	0.76	0.80	0.84	0.89	
		BW	54.40	57.60	60.80	64.00	67.20	71.20	
		YR	1,419.84	1,503.36	1,586.88	1,670.40	1,753.92	1,858.32	
	<b>Int POST - 1%</b>	HR	0.23	0.24	0.25	0.27	0.28	0.30	
		BW	18.40	19.20	20.00	21.60	22.40	24.00	
		YR	480.24	501.12	522.00	563.76	584.64	626.40	
	<b>Adv POST - 2%</b>	HR	0.45	0.48	0.50	0.53	0.56	0.59	
		BW	36.00	38.40	40.00	42.40	44.80	47.20	
		YR	939.60	1,002.24	1,044.00	1,106.64	1,169.28	1,231.92	
	<b>Port Police Officer II 3221-2</b>	<b>Regular Pay</b>	HR	28.88	30.49	32.19	33.98	35.87	37.87
			BW	2,310.40	2,439.20	2,575.20	2,718.40	2,869.60	3,029.60
			<b>Range 2888</b> YR	60,301.44	63,663.12	67,212.72	70,950.24	74,896.56	79,072.56
<b>Basic POST - 3%</b>		HR	0.87	0.91	0.97	1.02	1.08	1.14	
		BW	69.60	72.80	77.60	81.60	86.40	91.20	
		YR	1,816.56	1,900.08	2,025.36	2,129.76	2,255.04	2,380.32	
<b>Int POST - 1%</b>		HR	0.29	0.30	0.32	0.34	0.36	0.38	
		BW	23.20	24.00	25.60	27.20	28.80	30.40	
		YR	605.52	626.40	668.16	709.92	751.68	793.44	
<b>Adv POST - 2%</b>		HR	0.58	0.61	0.64	0.68	0.72	0.76	
		BW	46.40	48.80	51.20	54.40	57.60	60.80	
		YR	1,211.04	1,273.68	1,336.32	1,419.84	1,503.36	1,586.88	
<b>Port Police Officer III 3221-3</b>		<b>Regular Pay</b>	HR	32.11	33.90	35.79	37.79	39.90	
			BW	2,568.80	2,712.00	2,863.20	3,023.20	3,192.00	
			<b>Range 3211</b> YR	67,045.68	70,783.20	74,729.52	78,905.52	83,311.20	
	<b>Basic POST - 3%</b>	HR	0.96	1.02	1.07	1.13	1.20		
		BW	76.80	81.60	85.60	90.40	96.00		
		YR	2,004.48	2,129.76	2,234.16	2,359.44	2,505.60		
	<b>Int POST - 1%</b>	HR	0.32	0.34	0.36	0.38	0.40		
		BW	25.60	27.20	28.80	30.40	32.00		
		YR	668.16	709.92	751.68	793.44	835.20		
	<b>Adv POST - 2%</b>	HR	0.64	0.68	0.72	0.76	0.80		
		BW	51.20	54.40	57.60	60.80	64.00		
		YR	1,336.32	1,419.84	1,503.36	1,586.88	1,670.40		
	<b>Port Police Sergeant 3222</b>	<b>Regular Pay</b>	HR	39.93	42.16	44.51	46.99	49.61	
			BW	3,194.40	3,372.80	3,560.80	3,759.20	3,968.80	
			<b>Range 3993</b> YR	83,373.84	88,030.08	92,936.88	98,115.12	103,585.68	
<b>Basic POST - 3%</b>		HR	1.20	1.26	1.34	1.41	1.49		
		BW	96.00	100.80	107.20	112.80	119.20		
		YR	2,505.60	2,630.88	2,797.92	2,944.08	3,111.12		
<b>Int POST - 1%</b>		HR	0.40	0.42	0.45	0.47	0.50		
		BW	32.00	33.60	36.00	37.60	40.00		
		YR	835.20	876.96	939.60	981.36	1,044.00		
<b>Adv POST - 2%</b>		HR	0.80	0.84	0.89	0.94	0.99		
		BW	64.00	67.20	71.20	75.20	79.20		
		YR	1,670.40	1,753.92	1,858.32	1,962.72	2,067.12		

**APPENDIX D MOU 38 - SALARIES EFFECTIVE JULY 1, 2013**

			Step						
			1	2	3	4	5	6	
<b>Port Police Officer I 3221-1</b>	<b>Regular Pay</b>	HR	22.87	24.15	25.50	26.92	28.42	30.00	
		BW	1,829.60	1,932.00	2,040.00	2,153.60	2,273.60	2,400.00	
		<b>Range 2287</b> YR	47,752.56	50,425.20	53,244.00	56,208.96	59,340.96	62,640.00	
	<b>Basic POST - 3%</b>	HR	0.69	0.72	0.77	0.81	0.85	0.90	
		BW	55.20	57.60	61.60	64.80	68.00	72.00	
		YR	1,440.72	1,503.36	1,607.76	1,691.28	1,774.80	1,879.20	
	<b>Int POST - 1%</b>	HR	0.23	0.24	0.26	0.27	0.28	0.30	
		BW	18.40	19.20	20.80	21.60	22.40	24.00	
		YR	480.24	501.12	542.88	563.76	584.64	626.40	
	<b>Adv POST - 2%</b>	HR	0.46	0.48	0.51	0.54	0.57	0.60	
		BW	36.80	38.40	40.80	43.20	45.60	48.00	
		YR	960.48	1,002.24	1,064.88	1,127.52	1,190.16	1,252.80	
	<b>Port Police Officer II 3221-2</b>	<b>Regular Pay</b>	HR	29.17	30.80	32.52	34.33	36.24	38.26
			BW	2,333.60	2,464.00	2,601.60	2,746.40	2,899.20	3,060.80
			<b>Range 2917</b> YR	60,906.96	64,310.40	67,901.76	71,681.04	75,669.12	79,886.88
		<b>Basic POST - 3%</b>	HR	0.88	0.92	0.98	1.03	1.09	1.15
			BW	70.40	73.60	78.40	82.40	87.20	92.00
			YR	1,837.44	1,920.96	2,046.24	2,150.64	2,275.92	2,401.20
<b>Int POST - 1%</b>		HR	0.29	0.31	0.33	0.34	0.36	0.38	
		BW	23.20	24.80	26.40	27.20	28.80	30.40	
		YR	605.52	647.28	689.04	709.92	751.68	793.44	
<b>Adv POST - 2%</b>		HR	0.58	0.62	0.65	0.69	0.72	0.77	
		BW	46.40	49.60	52.00	55.20	57.60	61.60	
		YR	1,211.04	1,294.56	1,357.20	1,440.72	1,503.36	1,607.76	
<b>Port Police Officer III 3221-3</b>		<b>Regular Pay</b>	HR	32.43	34.24	36.15	38.17	40.30	
			BW	2,594.40	2,739.20	2,892.00	3,053.60	3,224.00	
			<b>Range 3243</b> YR	67,713.84	71,493.12	75,481.20	79,698.96	84,146.40	
		<b>Basic POST - 3%</b>	HR	0.97	1.03	1.08	1.15	1.21	
			BW	77.60	82.40	86.40	92.00	96.80	
			YR	2,025.36	2,150.64	2,255.04	2,401.20	2,526.48	
	<b>Int POST - 1%</b>	HR	0.32	0.34	0.36	0.38	0.40		
		BW	25.60	27.20	28.80	30.40	32.00		
		YR	668.16	709.92	751.68	793.44	835.20		
	<b>Adv POST - 2%</b>	HR	0.65	0.68	0.72	0.76	0.81		
		BW	52.00	54.40	57.60	60.80	64.80		
		YR	1,357.20	1,419.84	1,503.36	1,586.88	1,691.28		
	<b>Port Police Sergeant 3222</b>	<b>Regular Pay</b>	HR	40.33	42.58	44.95	47.46	50.11	
			BW	3,226.40	3,406.40	3,596.00	3,796.80	4,008.80	
			<b>Range 4033</b> YR	84,209.04	88,907.04	93,855.60	99,096.48	104,629.68	
		<b>Basic POST - 3%</b>	HR	1.21	1.28	1.35	1.42	1.50	
			BW	96.80	102.40	108.00	113.60	120.00	
			YR	2,526.48	2,672.64	2,818.80	2,964.96	3,132.00	
<b>Int POST - 1%</b>		HR	0.40	0.43	0.45	0.47	0.50		
		BW	32.00	34.40	36.00	37.60	40.00		
		YR	835.20	897.84	939.60	981.36	1,044.00		
<b>Adv POST - 2%</b>		HR	0.81	0.85	0.90	0.95	1.00		
		BW	64.80	68.00	72.00	76.00	80.00		
		YR	1,691.28	1,774.80	1,879.20	1,983.60	2,088.00		

**APPENDIX E MOU 38 - SALARIES EFFECTIVE NOVEMBER 1, 2013**

			Step						
			1	2	3	4	5	6	
<b>Port Police Officer I 3221-1</b>	<b>Regular Pay</b>	HR	23.10	24.39	25.75	27.19	28.71	30.31	
		BW	1,848.00	1,951.20	2,060.00	2,175.20	2,296.80	2,424.80	
		<b>Range 2310</b> YR	48,232.80	50,926.32	53,766.00	56,772.72	59,946.48	63,287.28	
	<b>Basic POST - 3%</b>	HR	0.69	0.73	0.77	0.82	0.86	0.91	
		BW	55.20	58.40	61.60	65.60	68.80	72.80	
		YR	1,440.72	1,524.24	1,607.76	1,712.16	1,795.68	1,900.08	
	<b>Int POST - 1%</b>	HR	0.23	0.24	0.26	0.27	0.29	0.30	
		BW	18.40	19.20	20.80	21.60	23.20	24.00	
		YR	480.24	501.12	542.88	563.76	605.52	626.40	
	<b>Adv POST - 2%</b>	HR	0.46	0.49	0.52	0.54	0.57	0.61	
		BW	36.80	39.20	41.60	43.20	45.60	48.80	
		YR	960.48	1,023.12	1,085.76	1,127.52	1,190.16	1,273.68	
	<b>Port Police Officer II 3221-2</b>	<b>Regular Pay</b>	HR	29.46	31.10	32.83	34.66	36.59	38.63
			BW	2,356.80	2,488.00	2,626.40	2,772.80	2,927.20	3,090.40
			<b>Range 2946</b> YR	61,512.48	64,936.80	68,549.04	72,370.08	76,399.92	80,659.44
<b>Basic POST - 3%</b>		HR	0.88	0.93	0.98	1.04	1.10	1.16	
		BW	70.40	74.40	78.40	83.20	88.00	92.80	
		YR	1,837.44	1,941.84	2,046.24	2,171.52	2,296.80	2,422.08	
<b>Int POST - 1%</b>		HR	0.29	0.31	0.33	0.35	0.37	0.39	
		BW	23.20	24.80	26.40	28.00	29.60	31.20	
		YR	605.52	647.28	689.04	730.80	772.56	814.32	
<b>Adv POST - 2%</b>		HR	0.59	0.62	0.66	0.69	0.73	0.77	
		BW	47.20	49.60	52.80	55.20	58.40	61.60	
		YR	1,231.92	1,294.56	1,378.08	1,440.72	1,524.24	1,607.76	
<b>Port Police Officer III 3221-3</b>		<b>Regular Pay</b>	HR	32.75	34.58	36.51	38.55	40.70	
			BW	2,620.00	2,766.40	2,920.80	3,084.00	3,256.00	
			<b>Range 3275</b> YR	68,382.00	72,203.04	76,232.88	80,492.40	84,981.60	
	<b>Basic POST - 3%</b>	HR	0.98	1.04	1.10	1.16	1.22		
		BW	78.40	83.20	88.00	92.80	97.60		
		YR	2,046.24	2,171.52	2,296.80	2,422.08	2,547.36		
	<b>Int POST - 1%</b>	HR	0.33	0.35	0.37	0.39	0.41		
		BW	26.40	28.00	29.60	31.20	32.80		
		YR	689.04	730.80	772.56	814.32	856.08		
	<b>Adv POST - 2%</b>	HR	0.66	0.69	0.73	0.77	0.81		
		BW	52.80	55.20	58.40	61.60	64.80		
		YR	1,378.08	1,440.72	1,524.24	1,607.76	1,691.28		
	<b>Port Police Sergeant 3222</b>	<b>Regular Pay</b>	HR	40.73	43.00	45.40	47.93	50.60	
			BW	3,258.40	3,440.00	3,632.00	3,834.40	4,048.00	
			<b>Range 4073</b> YR	85,044.24	89,784.00	94,795.20	100,077.84	105,652.80	
<b>Basic POST - 3%</b>		HR	1.22	1.29	1.36	1.44	1.52		
		BW	97.60	103.20	108.80	115.20	121.60		
		YR	2,547.36	2,693.52	2,839.68	3,006.72	3,173.76		
<b>Int POST - 1%</b>		HR	0.41	0.43	0.45	0.48	0.51		
		BW	32.80	34.40	36.00	38.40	40.80		
		YR	856.08	897.84	939.60	1,002.24	1,064.88		
<b>Adv POST - 2%</b>		HR	0.81	0.86	0.91	0.96	1.01		
		BW	64.80	68.80	72.80	76.80	80.80		
		YR	1,691.28	1,795.68	1,900.08	2,004.48	2,108.88		

**APPENDIX F MOU 38 - SALARIES EFFECTIVE MARCH 1, 2014**

			Step						
			1	2	3	4	5	6	
<b>Port Police Officer I 3221-1</b>	<b>Regular Pay</b>	HR	23.33	24.63	26.00	27.45	28.98	30.60	
		BW	1,866.40	1,970.40	2,080.00	2,196.00	2,318.40	2,448.00	
		<b>Range 2333</b> YR	48,713.04	51,427.44	54,288.00	57,315.60	60,510.24	63,892.80	
	<b>Basic POST - 3%</b>	HR	0.70	0.74	0.78	0.82	0.87	0.92	
		BW	56.00	59.20	62.40	65.60	69.60	73.60	
		YR	1,461.60	1,545.12	1,628.64	1,712.16	1,816.56	1,920.96	
	<b>Int POST - 1%</b>	HR	0.23	0.25	0.26	0.27	0.29	0.31	
		BW	18.40	20.00	20.80	21.60	23.20	24.80	
		YR	480.24	522.00	542.88	563.76	605.52	647.28	
	<b>Adv POST - 2%</b>	HR	0.47	0.49	0.52	0.55	0.58	0.61	
		BW	37.60	39.20	41.60	44.00	46.40	48.80	
		YR	981.36	1,023.12	1,085.76	1,148.40	1,211.04	1,273.68	
	<b>Port Police Officer II 3221-2</b>	<b>Regular Pay</b>	HR	29.75	31.41	33.16	35.01	36.96	39.02
			BW	2,380.00	2,512.80	2,652.80	2,800.80	2,956.80	3,121.60
			<b>Range 2975</b> YR	62,118.00	65,584.08	69,238.08	73,100.88	77,172.48	81,473.76
<b>Basic POST - 3%</b>		HR	0.89	0.94	0.99	1.05	1.11	1.17	
		BW	71.20	75.20	79.20	84.00	88.80	93.60	
		YR	1,858.32	1,962.72	2,067.12	2,192.40	2,317.68	2,442.96	
<b>Int POST - 1%</b>		HR	0.30	0.31	0.33	0.35	0.37	0.39	
		BW	24.00	24.80	26.40	28.00	29.60	31.20	
		YR	626.40	647.28	689.04	730.80	772.56	814.32	
<b>Adv POST - 2%</b>		HR	0.60	0.63	0.66	0.70	0.74	0.78	
		BW	48.00	50.40	52.80	56.00	59.20	62.40	
		YR	1,252.80	1,315.44	1,378.08	1,461.60	1,545.12	1,628.64	
<b>Port Police Officer III 3221-3</b>		<b>Regular Pay</b>	HR	33.08	34.92	36.87	38.93	41.10	
			BW	2,646.40	2,793.60	2,949.60	3,114.40	3,288.00	
			<b>Range 3308</b> YR	69,071.04	72,912.96	76,984.56	81,285.84	85,816.80	
	<b>Basic POST - 3%</b>	HR	0.99	1.05	1.11	1.17	1.23		
		BW	79.20	84.00	88.80	93.60	98.40		
		YR	2,067.12	2,192.40	2,317.68	2,442.96	2,568.24		
	<b>Int POST - 1%</b>	HR	0.33	0.35	0.37	0.39	0.41		
		BW	26.40	28.00	29.60	31.20	32.80		
		YR	689.04	730.80	772.56	814.32	856.08		
	<b>Adv POST - 2%</b>	HR	0.66	0.70	0.74	0.78	0.82		
		BW	52.80	56.00	59.20	62.40	65.60		
		YR	1,378.08	1,461.60	1,545.12	1,628.64	1,712.16		
	<b>Port Police Sergeant 3222</b>	<b>Regular Pay</b>	HR	41.14	43.43	45.85	48.41	51.11	
			BW	3,291.20	3,474.40	3,668.00	3,872.80	4,088.80	
			<b>Range 4114</b> YR	85,900.32	90,681.84	95,734.80	101,080.08	106,717.68	
<b>Basic POST - 3%</b>		HR	1.23	1.30	1.38	1.45	1.53		
		BW	98.40	104.00	110.40	116.00	122.40		
		YR	2,568.24	2,714.40	2,881.44	3,027.60	3,194.64		
<b>Int POST - 1%</b>		HR	0.41	0.43	0.46	0.48	0.51		
		BW	32.80	34.40	36.80	38.40	40.80		
		YR	856.08	897.84	960.48	1,002.24	1,064.88		
<b>Adv POST - 2%</b>		HR	0.82	0.87	0.92	0.97	1.02		
		BW	65.60	69.60	73.60	77.60	81.60		
		YR	1,712.16	1,816.56	1,920.96	2,025.36	2,129.76		

**APPENDIX G  
SALARY NOTES**

Effective July 1, 2009

Note 1      Hazardous Materials Pay

- A.      Any employee in the Unit, when assigned to perform hazardous materials work, shall receive in addition to his/her regular compensation, one premium level rate above the appropriate step range of the salary range for that class (pension based).
- B.      Port Police Sergeants shall not be eligible for Hazardous Materials Pay.
- C.      Employees hired after May 27, 2004, shall not receive Hazardous Materials Pay.
- D.      Operative January 1, 2008 or effective at the beginning of the payroll period following adoption of this MOU, no employees in the Unit shall receive Hazardous Materials Pay under the provisions of this note.
- E.      The provisions of this note shall not be grievable.

Note 2      Canine Handler Pay

- A.      Whenever a unit member is regularly assigned as a canine handler or canine training officer, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate (pension based).
- B.      Port Police Officers (I or II) assigned as dog handlers shall be entitled to twenty (20) hours of on-duty time or compensatory time off, at the discretion of Harbor Management, at the rate of straight time per deployment period for the purpose of feeding and caring for the dog(s).

Operative July 1, 2006, Port Police Officers (I or II) assigned as dog handlers with responsibility for two (2) or more canines shall be entitled to twenty-five (25) hours of on-duty time or compensatory time off, at the discretion of Harbor Management, at the rate of straight time per deployment period for the purpose of feeding and caring for the dogs.

- C.      Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

**APPENDIX G  
SALARY NOTES**

Note 3      Motorcycle Pay

- A. Whenever a unit member is regularly assigned to ride a two-wheel motorcycle for law or code enforcement purposes, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate (pension based). Operative at the beginning of the payroll period following adoption of this MOU, the amount of the additional compensation shall increase to 11%.
  
- B. Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

Note 4      Daily Rate Pay

- A. Operative July 1, 2006, whenever a unit member is assigned to the Port Police Dive Team and engages in a dive in any one day (regardless of shift), he/she shall receive twenty dollars (\$20.00) for each day so assigned. Unit members assigned to the Port Police Dive Team shall possess a valid certification as a diver and shall pass a Department approved annual SCUBA medical examination. The costs of said medical examination shall be borne by the Department. Said medical examination shall occur during regular duty hours.
  
- B. Operative July 1, 2006, whenever a unit member is assigned to the Air Operations Unit in any one day (regardless of shift) and acts as an aerial observer in a helicopter, he/she shall receive twenty dollars (\$20.00) for each day so assigned.

**APPENDIX G  
SALARY NOTES**

- C. Operative at the beginning of the payroll period following adoption of this MOU, whenever a Port Police Officer I/II performs hazardous materials inspection work in any one day (regardless of shift) and completes a minimum of one Tank Vessel Inspection Report, Harbor Facility Inspection Report, or Preliminary/Post Hazardous Materials Incident Report, he/she shall receive twenty dollars (\$20.00). To be eligible to receive the daily rate pay, unit members shall have conducted at least one inspection during his/her work shift and shall submit the completed report(s) to Management prior to his/her end of watch. Unit members shall receive the daily rate pay upon Management's review and approval of the completed report(s). The total maximum amount paid to the unit member for any one day shall be twenty dollars (\$20.00), even if the unit member completes more than one report during any one day.

Credit for reports resulting from the same inspection shall not be saved, transferred, and/or utilized from one day to the next. Unit members shall wear any appropriate safety gear/equipment provided by Management to perform the inspections.

- D. The daily rate pay provisions contained in this Note shall not be pension based.
- E. The daily rate pay provisions contained in this Note shall not be combined with any other daily rate pay provisions and/or salary notes under this Appendix. For example, a unit member receiving the Dive Team daily rate pay shall not receive the Air Operations daily rate pay for the same day. For another example, a unit member receiving the Motorcycle Pay shall not receive the Dive Team daily rate pay for the same day.

## APPENDIX H SALARY NOTES

Effective the payroll period after Council adoption of the MOU, Appendix G – Salary Notes shall be modified as follows:

Note 1      Hazardous Materials Unit Pay

- A.      Whenever a unit member is regularly assigned to the Hazardous Materials Unit and performs hazardous materials work, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate (pension based).
- B.      Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

Note 2      Canine Handler Pay

- A.      Whenever a unit member is regularly assigned as a canine handler or canine training officer, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate (pension based).
- B.      Port Police Officer assigned as dog handlers shall be entitled to twenty (20) hours of on-duty time (cash) or compensatory time off (CTO), at the discretion of Harbor Management, at the rate of straight time per deployment period for the purpose of feeding and caring for the dog(s).

Port Police Officers (I or II) assigned as dog handlers with responsibility for two (2) or more canines shall be entitled to twenty-five (25) hours of on-duty time or compensatory time off, at the discretion of Harbor Management, at the rate of straight time per deployment period for the purpose of feeding and caring for the dogs.

- C.      Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

## APPENDIX H SALARY NOTES

### Note 3      Motorcycle Pay

- A. Whenever a unit member is regularly assigned to ride a two-wheel motorcycle for law or code enforcement purposes, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate (pension based). Operative at the beginning of the payroll period following adoption of this MOU, the amount of the additional compensation shall increase to 11%.
  
- B. Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

### Note 4      Daily Rate Pay

- A. Whenever a unit member is assigned to the Port Police Dive Team and engages in a dive in any one day (regardless of shift), he/she shall receive twenty-five dollars (\$25.00) for each day so assigned. Unit members assigned to the Port Police Dive Team shall possess a valid certification as a diver and shall pass a Department approved annual SCUBA medical examination. The costs of said medical examination shall be borne by the Department. Said medical examination shall occur during regular duty hours.
  
- B. Whenever a unit member is assigned to the Air Operations Unit in any one day (regardless of shift) and acts as an aerial observer in a helicopter, he/she shall receive twenty-five dollars (\$25.00) for each day so assigned.
  
- C. Whenever a unit member performs hazardous materials inspection work in any one day (regardless of shift) and completes a minimum of one Tank Vessel Inspection Report, Harbor Facility Inspection Report, or Preliminary/Post Hazardous Materials Incident Report, he/she shall receive twenty-five dollars (\$25.00). To be eligible to receive the daily rate pay, unit members shall have conducted at least one inspection during his/her work shift and shall submit the completed report(s) to Management prior to his/her end of watch. Unit members shall receive the daily rate pay upon Management's review and approval of the completed report(s). The total maximum amount paid to the unit member for any one day shall be twenty-five dollars (\$25.00), even if the unit member completes more than one report during any one day. Credit for reports resulting from the same inspection shall not be saved, transferred, and/or utilized from one day to the next. Unit members shall wear any appropriate safety gear/equipment provided by Management to perform the inspections.

**APPENDIX H  
SALARY NOTES**

- D. The daily rate pay provisions contained in this Note is not pension based.

Note 5 Investigations Unit Pay

- A. Whenever a unit member is regularly assigned to the Investigations Unit, has completed a POST certified Detective training and performs detective work, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate (pension based).
- B. Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

Note 6 Maritime Operations Unit Pay

- A. Whenever a unit member is regularly assigned to the Maritime Operations Unit and works as a Sea Marshall, Coxswain, Dive Team , or other position as designated by Harbor Department Management, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate (pension based).
- B. In addition to Note 6.A, any unit member regularly assigned to the Maritime Operations Unit that successfully obtains and possesses a United States Cost Guard License shall receive additional compensation of 2.75% above his/her corresponding step rate (pension based).
- C. Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

Note 7 Training Pay

- A. Whenever a unit member is designated by Harbor Department Management as a trainer, he/she shall receive additional compensation of 2.75% above his/her corresponding step rate (pension based).
- B. A unit member that has been designated as a trainer by Harbor Department Management under this salary note shall receive the bonus amount received by the unit member's trainee if he/she is qualified and meets the established criteria of the trainee's position.

**APPENDIX H  
SALARY NOTES**

- C. Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

Note 8 Maritime Law Enforcement Training Certification Pay

- A. Whenever a unit member has successfully completed the Maritime Law Enforcement Certificate, is not regularly assigned to the Maritime Operations Unit and periodically rotates through patrol boats as assigned by Harbor Department Management, he/she shall receive additional compensation of \$76.00 biweekly.
- B. The additional compensation under this Salary Note shall not be pension based.
- C. Management of the Harbor Department shall determine whether the additional compensation under this Note shall begin at the time of assignment or upon completion of specific training and other requirements related to the position.

Note 9 In order to receive any additional compensation under the salary notes listed in this appendix, a unit member is required to maintain the proper certification and be assigned by Harbor Department Management. In the event that either condition is not valid, the unit member shall no longer be eligible for the additional compensation. Loss of eligibility is not grievable.

## **APPENDIX I LIST OF SAFETY CLOTHING AND DEVICES**

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

### PATROL

- Vest - Level III, quantity - 1 (to be replaced every five (5) years or longer based upon Manufacturer's specifications)
- Stream light Flashlight, quantity -1 (bulb and batteries to be replaced as needed)
- CPR Mask, Disposable (maintain sufficient supply as needed)
- Taser, quantity - 1

### BOAT

- Boots, slip resistant sole, quantity - 1 (replace when no longer serviceable)
- Knife, 4 inch serrated blade, quantity - 1
- Life preserver, quantity – 1

### HAZARDOUS MATERIALS UNIT

- Nomex Jumpsuit (quantity - 2)
- Oil resistant soled boots, quantity - 1 pair (replace when no longer serviceable)

### FLIGHT OBSERVER

- Nomex Jumpsuit, quantity - 1
- Helmet insert, flight type (fitted to officer), quantity - 1
- Boots, quantity -1 (replace when no longer serviceable)

### BICYCLE TEAM

- Helmet, quantity - 1 (replace when no longer serviceable)
- Gloves, quantity - 1 (replace when no longer serviceable)
- Inner liners, quantity - 1 (replace when no longer serviceable)

### DIVE TEAM

- Nomex Jumpsuit, quantity - 2
- Gloves, quantity - 1
- Booties, quantity - 1
- Drysuit with Positive Pressure Airmask, quantity - 1 (replace when no longer serviceable)
- Knife, Serrated Edge Blade, quantity - 1

**APPENDIX J — DRUG TESTING AGREEMENT**  
**Agreement Between the Los Angeles Harbor Department and the**  
**Los Angeles Port Police Association**  
**Regarding Coast Guard Mandated Drug Testing**

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

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

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

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

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

**Post-Accident Testing**

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

The tests will be conducted as soon as practicable after the incident and the Sworn Officer will be accompanied to the test location by the Port Warden or his/her designee. The testing procedure to be followed is described in Attachment #1.

**APPENDIX J — DRUG TESTING AGREEMENT**  
**Agreement Between the Los Angeles Harbor Department and the**  
**Los Angeles Port Police Association**  
**Regarding Coast Guard Mandated Drug Testing**

**Random Testing**

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

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

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

**Periodic Testing**

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

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

**Reasonable Cause Testing**

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

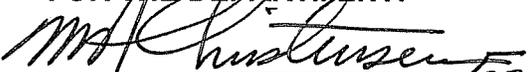
The Union does not hereby waive any rights it has or may have to contest the applicability of USCG requirements for chemical drug and alcohol test to the Sworn Officers on any grounds.

**FOR ASSOCIATION:**

  
\_\_\_\_\_  
Nathanael Blair  
President

5/22/12  
\_\_\_\_\_  
Date

**FOR THE DEPARTMENT:**

  
\_\_\_\_\_  
Geraldine Knatz, Ph.D.  
Executive Director

5/22/12  
\_\_\_\_\_  
Date

## APPENDIX J — DRUG TESTING AGREEMENT

### Attachment #1

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

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

## APPENDIX J — DRUG TESTING AGREEMENT

### Attachment #2

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

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

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

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

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

## APPENDIX J — DRUG TESTING AGREEMENT

### Attachment #2

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

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

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

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

## APPENDIX J — DRUG TESTING AGREEMENT

### Attachment #3

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

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

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

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

## APPENDIX J — DRUG TESTING AGREEMENT

### Attachment A

#### **Urine Collection and Chain of Custody Procedure for Drug Screening**

##### **Informed Consent**

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

##### **Urine Collection**

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

##### **Chain of Custody**

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

## APPENDIX J — DRUG TESTING AGREEMENT

### Attachment A

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

**LETTER OF AGREEMENT**

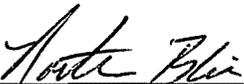
**MEMORANDUM OF UNDERSTANDING NO. 38  
HARBOR PEACE OFFICERS UNIT**

**FLEX HEALTHCARE BENEFITS**

The parties agree to reopen negotiations in the event that a majority of members in the City's FLEX benefits program agree to contribute 10% of premium costs, as opposed to a 5% contribution contained in Article 4.3, Section II of this MOU.

The initial negotiation meeting shall commence within thirty (30) calendar days after the CAO has provided written notification to the Association. It is the mutual goal of both parties to reach an agreement that will be implemented in conjunction with the FLEX benefits program open enrollment period for the next available plan year (e.g. January 1<sup>st</sup>) after negotiations commencement.

FOR ASSOCIATION:

  
\_\_\_\_\_  
Nathanael Blair  
President

5/22/12  
Date

FOR MANAGEMENT:

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

5/22/12.  
Date