The 2014-2018 Memorandum Of Understanding (MOU) between the City of Los Angeles and the Harbor Peace Officers Unit (MOU 38) contains the following technical errors that require correction:

**Article 4.9 Uniform and Equipment Allowance (page 26)**

Under the Section **EFFECTIVE AUGUST 9, 2015**, subsection B., the word "in" should be replaced with the word "for":

Management will provide a cash payment of $1,750 per fiscal year to each Unit member who is compensated in for pay period 11 of each year.

This change will help ensure the payment of a uniform allowance to active City employees as opposed to an employee who may have severed employment with the City prior to pay period 11 but who may receive a payout during pay period 11, e.g., for unused accumulated vacation time.

**Article 5.7 Family Illness (page 41)**

The aggregate number of working days that a Unit member is allowed to take for family illness purposes should be corrected from six to 12 days:

Management’s present practice of allowances for leave for illness in the family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed six 12, except as provided for in Article 5.8 of this MOU.
Article 5.8 Family and Medical Leave (page 41)

The reference in Section A.1. made to “Section 5.6 – Family Illness” should be “5.7 – Family Illness”:

During the term of this MOU, up to four months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 5.6 5.7 – 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 LAAC to the contrary.

Article 6.1 Salaries (page 50)

In section A. under the section entitled EFFECTIVE JULY 1, 2014, reference to a bonus amount of one percent for the completion and presentation of a Basic POST certificate should be three percent:

A Unit member who holds or has successfully completed the requirements for a Basic POST Certificate and has presented this certificate to Harbor Department management shall receive a bonus equal to one three percent of regular pay.

Appendix C Salaries Operative July 3, 2016 (page 58)

Management and the Union intended to effectuate a salary change on the first day of the first full pay period in fiscal year 2016-17. Therefore, the effective date of Appendix C should be changed to June 26, 2016.

Appendix G Salary Notes Effective August 9, 2015, Note 7 (pages 66-67)

Note 7 provides additional daily-rate compensation in the amount of $35 for (1) participating in a dive with the Port Police Dive Team when not regularly assigned to the Unit; (2) acting as an aerial observer in a helicopter when assigned to the Air Operations Unit; or (3) conducting a hazardous materials inspection and completing an appropriate report.

Management and the Union agree to the following changes, which clarify the intent of the parties to provide such compensation to an officer only once in a work shift:

7.A. Whenever a Unit member (1) is assigned to the Port Police Dive Team and (2) engages in a dive in any one day (regardless of shift) contiguous shift (regardless of the type of time, i.e., regular or
overtime), he/she shall receive $35.00 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 Harbor Department. Said medical examination shall occur during regular duty hours. Any unit member who receives additional compensation under Salary Note 5.A. is ineligible from receiving additional compensation in the amount of $35 under the provisions of this salary note (7.A.).

7.B. Whenever a Unit member (1) is assigned to the Air Operations Unit in any one day (regardless of shift) contiguous shift (regardless of the type of time, i.e., regular or overtime) and (2) acts as an aerial observer in a helicopter during that shift, he/she shall receive $35.00 for each day shift so assigned.

7.C. Whenever a Unit member (1) performs hazardous materials inspection work in any one day (regardless of shift) contiguous shift (regardless of the type of time, i.e., regular or overtime) and (2) completes a minimum of one Tank Vessel Inspection Report, Harbor Facility Inspection Report, or Preliminary/Post Hazardous Materials Incident Report, he/she shall receive $35.00. To be eligible to receive the daily rate pay, unit members shall (1) have conducted at least one inspection during his/her work shift and (2) 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 shift shall be $35.00, even if the unit member completes more than one report during any one work shift. Credit for reports resulting from the same inspection shall not be saved, transferred, and/or utilized from one work shift to the next. Unit members shall wear all appropriate safety gear/equipment provided by Management to perform the inspections.

7.D. All daily rate pay provisions contained in Note 7 are adds to pay and are not pension based. Bonus amounts provided for in salary notes 7.A., B., and C. are mutually exclusive, i.e., a unit member shall be eligible to receive only one $35 payment per shift for performing one or more duties described.
The above changes have been incorporated into a revised version of the current MOU. Because these errors were inadvertent and clerical in nature, they are considered technical corrections only which are permissible under the City Council's action in adopting the MOU.

If you have any questions regarding the above, please contact Paul Girard telephonically at (213) 978-7638 or electronically at paul.girard@lacity.org.

Attachment: revised MOU 38

MAS:MHA:pag:0715125

c: Nathanael Blair, President, LAPPA
   Tish Lorenzana, POLA
   Linh Vo, City Controller's Office