

**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  
5th day of November, 2007**

**BY AND BETWEEN**

**THE HARBOR DEPARTMENT (hereinafter referred to as "Management")**

**AND THE**

**LOS ANGELES PORT POLICE ASSOCIATION (hereinafter referred to as  
"Association")**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b>1.0</b>	<b>GENERAL PROVISIONS</b>	
1.1	Recognition.....	1
1.2	Term .....	1
1.3	Calendar for Successor Memorandum of Understanding.....	1
1.4	Implementation of Memorandum of Understanding.....	1
1.5	Parties to Memorandum of Understanding .....	2
1.6	Obligation to Support.....	2
1.7	Full Understanding .....	2
1.8	Provisions of Law and Separability.....	3
1.9	Non-Discrimination .....	3
1.10	City – Association Relationship .....	3
1.11	City Management Rights .....	4
<b>2.0</b>	<b>ASSOCIATION SECURITY/EMPLOYEE RELATIONS</b>	
2.1	Actions by Employee Relations Board.....	4
2.2	Bulletin Boards .....	4
2.3	Use of Harbor Department Facilities.....	5
2.4	Management/Association Meetings.....	5
2.5	Release Time .....	5
2.6	Agency Shop .....	6
2.7	Work Access .....	9
2.8	Notice of Changes in Work Rules.....	9
<b>3.0</b>	<b>ON THE JOB</b>	
3.1	Personnel Folders .....	10
3.2	Performance Evaluations .....	10
3.3	Uniform and Equipment Allowance.....	11
3.4	Safety .....	11
3.5	Hours of Work .....	12
3.6	Meal Periods.....	13
3.7	A Drug Fee Work Place.....	14
<b>4.0</b>	<b>BENEFITS</b>	
4.1	Vacations.....	14
4.2	Vacation Schedule.....	15
4.3	Health and Dental Plans .....	15
4.4	Association Disability, Optical and Life Insurance Programs.....	17
4.5	Holidays and Holiday Pay.....	18
4.6	Sick Leave Benefits .....	20
4.7	Family and Medical Leave/Family Leave.....	20

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b>4.0</b>	<b>BENEFITS (Continued)</b>	
4.8	Bereavement Leave .....	26
4.9	Retirement Benefits .....	26
4.10	Injured on Duty .....	27
4.11	Rain Gear .....	27
<b>5.0</b>	<b>GRIEVANCES</b>	
5.1	Grievance Procedure.....	28
5.2	Grievance Representation .....	31
<b>6.0</b>	<b>TIME OFF</b>	
6.1	Employment Opportunities .....	32
6.2	Jury Service.....	32
6.3	Civic Duty .....	33
<b>7.0</b>	<b>COMPENSATION</b>	
7.1	Salaries and POST .....	33
7.2	Length of Service Pay .....	34
7.3	Continuance of Longevity Pay .....	34
7.4	Call Back Pay .....	35
7.5	Overtime .....	35
7.6	Bilingual Differential .....	35
7.7	Sign Language Premium .....	36
7.8	Compensation for Court Appearances .....	36
7.9	Acting Pay Assignments .....	37
7.10	Mileage.....	38
7.11	Marksmanship Bonus .....	38
7.12	Salary Overpayments/Underpayments.....	38
	<b>APPENDICES</b>	
	Appendix A                      Salaries Operative July 1, 2006	
	Appendix B                      Salaries Operative July 1, 2007	
	Appendix C                      Salaries Operative July 1, 2008	
	Appendix D                      Salary Notes	
	Appendix E                      List of Safety Clothing and Devices	
	<b>LETTERS OF INTENT</b>	
	Letter of Intent                  Administrative Appeal Procedure	

## **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, Los Angeles Port Police 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, 2006. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 p.m. on June 30, 2009.

### **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 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.

## ARTICLE 2.6      AGENCY SHOP

### A.      DUES/FEES

1.      a.      Each permanent employee\* in this unit (who is not on a leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received by the Controller.

\*Note: \*A permanent employee is defined as one who has completed six continuous months of City service from his/her original date of appointment and who is a member of the City Employees' Retirement System or Tier 5 of the Fire and Police Pension System.

- 
- b.      Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of the Memorandum of Understanding, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Los Angeles Port Police Association will not be accepted by the Controller. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
2.      The CAO and Association shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by Management.

### 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**

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

Management will provide a cash payment as indicated in Section B below, to those employees in this Unit who 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. Management will also provide each member each year with a uniform voucher in the amount indicated in Section B below.

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.

- B. Uniform Payment Amount:

	<u>2006</u>	<u>2007</u>	<u>2008</u>
Cash	\$1,035	\$1,070	\$1,070
Voucher	\$300	\$300	\$400

**ARTICLE 3.4 SAFETY**

- A. Safety clothing and devices provided by Management as per Appendix E 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:

- On his or her own initiative;
- 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
- 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. Procedures will be implemented for those members who elect to enter Tier 5 of the Fire and Police Pension System to continue to receive Flex Benefits.

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 \$857.02 per month beginning January 1, 2007.

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 – Dental Plans

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

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

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

### Section III – Definition of Dependent

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

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

### Section IV – General Provisions

An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open period, employees who have not already done so may enroll themselves and, at their option, their eligible dependents in the City-sponsored plans. During this period, employees may also change their coverage options or activate new coverage options. Employees who fail to enroll during this open period will be ineligible to change coverage options or activate new coverage options under City-

sponsored plans unless another 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 V – Subsidy During Family and Medical Leave

For an employee who is on family or medical leave under the provisions of Article 4.7 herein, Management shall continue the City's medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 4.7 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

#### **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 and financially support a child or, in the case of an employee, 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. However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off use.

**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. However, FLSA compensatory time off shall not be counted against the employee's four (4) month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off use.

**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. However, FLSA compensatory time off shall not be counted against the employee's four (4) (nine [9] pay period) month family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off use.

**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**

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.

**B. Procedure for Benefits Modifications**

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

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

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

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

**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, and C.
- B. The salary ranges set forth in the following Appendices shall become operative as indicated below.

Appendix A	July 1, 2006
Appendix B	July 1, 2007
Appendix C	July 1, 2008

- C. 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:

1. 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:
  - a. 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.
  - b. 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.
2. 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**

##### Distribution of Overtime

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

##### Method of Compensation

The method of compensation, either cash or time off (book overtime), will be at the discretion of Management. Overtime compensation (cash or booked) will be accounted for in increments of six (6) minutes. Book overtime must be approved by the Division Head or his designee. Accumulation of book overtime is limited to 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.

##### 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. Operative at the beginning of the payroll period following adoption of this MOU, 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:

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

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

**ARTICLE 7.12 SALARY OVERPAYMENTS/ UNDERPAYMENTS**

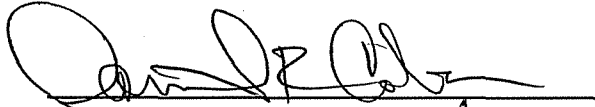
In the event a bargaining unit member is erroneously overpaid by the City, the member will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. The notification will also contain a proposed repayment schedule 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).

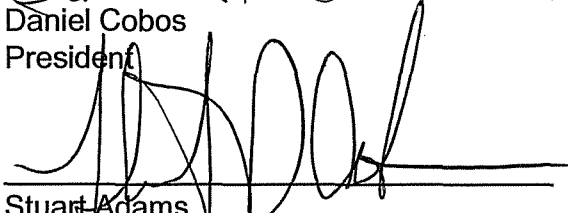
In the event a bargaining unit member is erroneously underpaid by the City, the member will notify the City in writing of the amount of the underpayment. An authorized Department representative will verify the bargaining unit member's claim and determine the appropriate amount of the underpayment. Upon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



Daniel Cobos  
President



Stuart Adams  
Adams, Ferrone & Ferrone

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

City of Los Angeles  
Representatives:



Karen L. Sisson  
City Administrative Officer



Geraldine Knatz  
Harbor Department

As to form and legality:



City Attorney's Office

11/9/07  
Date

## APPENDIX A

## MOU 38 - SALARIES EFFECTIVE JULY 1, 2006

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Port Police Officer I 3221-1	Regular Pay	HR	25.83	27.27	28.79	30.40	32.09	33.88	
		BW	2,066.40	2,181.60	2,303.20	2,432.00	2,567.20	2,710.40	
	Range 2583	MO	4,494.42	4,744.98	5,009.46	5,289.60	5,583.66	5,895.12	
		YR	53,933.04	56,939.76	60,113.52	63,475.20	67,003.92	70,741.44	
		Basic POST - 3%	HR	0.77	0.82	0.86	0.91	0.96	1.02
			BW	61.60	65.60	68.80	72.80	76.80	81.60
	MO		133.98	142.68	149.64	158.34	167.04	177.48	
	YR		1,607.76	1,712.16	1,795.68	1,900.08	2,004.48	2,129.76	
	Int POST - 1%	HR	0.26	0.27	0.29	0.30	0.32	0.34	
		BW	20.80	21.60	23.20	24.00	25.60	27.20	
		MO	45.24	46.98	50.46	52.20	55.68	59.16	
		YR	542.88	563.76	605.52	626.40	668.16	709.92	
	Adv POST - 2%	HR	0.52	0.55	0.58	0.61	0.64	0.68	
		BW	41.60	44.00	46.40	48.80	51.20	54.40	
		MO	90.48	95.70	100.92	106.14	111.36	118.32	
		YR	1,085.76	1,148.40	1,211.04	1,273.68	1,336.32	1,419.84	
	Port Police Officer II 3221-2	Regular Pay	HR	28.74	30.34	32.03	33.82	35.71	
			BW	2,299.20	2,427.20	2,562.40	2,705.60	2,856.80	
		Range 2874	MO	5,000.76	5,279.16	5,573.22	5,884.68	6,213.54	
			YR	60,009.12	63,349.92	66,878.64	70,616.16	74,562.48	
Basic POST - 3%			HR	0.86	0.91	0.96	1.01	1.07	
			BW	68.80	72.80	76.80	80.80	85.60	
		MO	149.64	158.34	167.04	175.74	186.18		
		YR	1,795.68	1,900.08	2,004.48	2,108.88	2,234.16		
Int. POST - 1%		HR	0.29	0.30	0.32	0.34	0.36		
		BW	23.20	24.00	25.60	27.20	28.80		
		MO	50.46	52.20	55.68	59.16	62.64		
		YR	605.52	626.40	668.16	709.92	751.68		
Adv POST - 2%		HR	0.57	0.61	0.64	0.68	0.71		
		BW	45.60	48.80	51.20	54.40	56.80		
		MO	99.18	106.14	111.36	118.32	123.54		
		YR	1,190.16	1,273.68	1,336.32	1,419.84	1,482.48		
Port Police Sergeant 3222		Regular Pay	HR	35.76	37.75	39.85	42.07	44.42	
			BW	2,860.80	3,020.00	3,188.00	3,365.60	3,553.60	
		Range 3576	MO	6,222.24	6,568.50	6,933.90	7,320.18	7,729.08	
			YR	74,666.88	78,822.00	83,206.80	87,842.16	92,748.96	
	Basic POST - 3%		HR	1.07	1.13	1.20	1.26	1.33	
			BW	85.60	90.40	96.00	100.80	106.40	
		MO	186.18	196.62	208.80	219.24	231.42		
		YR	2,234.16	2,359.44	2,505.60	2,630.88	2,777.04		
	Int POST - 1%	HR	0.36	0.38	0.40	0.42	0.44		
		BW	28.80	30.40	32.00	33.60	35.20		
		MO	62.64	66.12	69.60	73.08	76.56		
		YR	751.68	793.44	835.20	876.96	918.72		
	Adv POST - 2%	HR	0.72	0.76	0.80	0.84	0.89		
		BW	57.60	60.80	64.00	67.20	71.20		
		MO	125.28	132.24	139.20	146.16	154.86		
		YR	1,503.36	1,586.88	1,670.40	1,753.92	1,858.32		

**APPENDIX B**

**MOU 38 - SALARIES EFFECTIVE JULY 1, 2007**

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Port Police Officer I 3221-1	Regular Pay	HR	26.75	28.24	29.81	31.47	33.22	35.07	
		BW	2,140.00	2,259.20	2,384.80	2,517.60	2,657.60	2,805.60	
	Range 2675	MO	4,654.50	4,913.76	5,186.94	5,475.78	5,780.28	6,102.18	
		YR	55,854.00	58,965.12	62,243.28	65,709.36	69,363.36	73,226.16	
		Basic POST - 3%	HR	0.80	0.85	0.89	0.94	1.00	1.05
		BW	64.00	68.00	71.20	75.20	80.00	84.00	
		MO	139.20	147.90	154.86	163.56	174.00	182.70	
		YR	1,670.40	1,774.80	1,858.32	1,962.72	2,088.00	2,192.40	
	Int. POST - 1%	HR	0.27	0.28	0.30	0.31	0.33	0.35	
		BW	21.60	22.40	24.00	24.80	26.40	28.00	
		MO	46.98	48.72	52.20	53.94	57.42	60.90	
		YR	563.76	584.64	626.40	647.28	689.04	730.80	
	Adv POST - 2%	HR	0.54	0.56	0.60	0.63	0.66	0.70	
		BW	43.20	44.80	48.00	50.40	52.80	56.00	
		MO	93.96	97.44	104.40	109.62	114.84	121.80	
		YR	1,127.52	1,169.28	1,252.80	1,315.44	1,378.08	1,461.60	
	Port Police Officer II 3221-2	Regular Pay	HR	29.75	31.41	33.16	35.01	36.96	
			BW	2,380.00	2,512.80	2,652.80	2,800.80	2,956.80	
		Range 2975	MO	5,176.50	5,465.34	5,769.84	6,091.74	6,431.04	
			YR	62,118.00	65,584.08	69,238.08	73,100.88	77,172.48	
Basic POST - 3%			HR	0.89	0.94	0.99	1.05	1.11	
		BW	71.20	75.20	79.20	84.00	88.80		
		MO	154.86	163.56	172.26	182.70	193.14		
		YR	1,858.32	1,962.72	2,067.12	2,192.40	2,317.68		
Int. POST - 1%		HR	0.30	0.31	0.33	0.35	0.37		
		BW	24.00	24.80	26.40	28.00	29.60		
		MO	52.20	53.94	57.42	60.90	64.38		
		YR	626.40	647.28	689.04	730.80	772.56		
Adv POST - 2%		HR	0.60	0.63	0.66	0.70	0.74		
		BW	48.00	50.40	52.80	56.00	59.20		
		MO	104.40	109.62	114.84	121.80	128.76		
		YR	1,252.80	1,315.44	1,378.08	1,461.60	1,545.12		
Port Police Sergeant 3222		Regular Pay	HR	37.00	39.06	41.24	43.54	45.97	
			BW	2,960.00	3,124.80	3,299.20	3,483.20	3,677.60	
		Range 3700	MO	6,438.00	6,796.44	7,175.76	7,575.96	7,998.78	
			YR	77,256.00	81,557.28	86,109.12	90,911.52	95,985.36	
	Basic POST - 3%		HR	1.11	1.17	1.24	1.31	1.38	
		BW	88.80	93.60	99.20	104.80	110.40		
		MO	193.14	203.58	215.76	227.94	240.12		
		YR	2,317.68	2,442.96	2,589.12	2,735.28	2,881.44		
	Int. POST - 1%	HR	0.37	0.39	0.41	0.44	0.46		
		BW	29.60	31.20	32.80	35.20	36.80		
		MO	64.38	67.86	71.34	76.56	80.04		
		YR	772.56	814.32	856.08	918.72	960.48		
	Adv POST - 2%	HR	0.74	0.78	0.82	0.87	0.92		
		BW	59.20	62.40	65.60	69.60	73.60		
		MO	128.76	135.72	142.68	151.38	160.08		
		YR	1,545.12	1,628.64	1,712.16	1,816.56	1,920.96		

## APPENDIX C

## MOU 38 - SALARIES EFFECTIVE JULY 1, 2008

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Port Police Officer I 3221-1	Regular Pay	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	
	Range 2775	MO	4,828.50	5,098.20	5,381.82	5,681.10	5,997.78	6,331.86	
		YR	57,942.00	61,178.40	64,581.84	68,173.20	71,973.36	75,982.32	
	Basic POST - 3%	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	
		MO	144.42	153.12	161.82	170.52	179.22	189.66	
		YR	1,733.04	1,837.44	1,941.84	2,046.24	2,150.64	2,275.92	
	Int. POST - 1%	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	
		MO	48.72	50.46	53.94	57.42	59.16	62.64	
		YR	584.64	605.52	647.28	689.04	709.92	751.68	
	Adv POST - 2%	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	
		MO	97.44	102.66	107.88	113.10	120.06	127.02	
		YR	1,169.28	1,231.92	1,294.56	1,357.20	1,440.72	1,524.24	
	Port Police Officer II 3221-2	Regular Pay	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	
		Range 3086	MO	5,369.64	5,668.92	5,985.60	6,319.68	6,672.90	
			YR	64,435.68	68,027.04	71,827.20	75,836.16	80,074.80	
Basic POST - 3%		HR	0.93	0.98	1.03	1.09	1.15		
		BW	74.40	78.40	82.40	87.20	92.00		
		MO	161.82	170.52	179.22	189.66	200.10		
		YR	1,941.84	2,046.24	2,150.64	2,275.92	2,401.20		
Int. POST - 1%		HR	0.31	0.33	0.34	0.36	0.38		
		BW	24.80	26.40	27.20	28.80	30.40		
		MO	53.94	57.42	59.16	62.64	66.12		
		YR	647.28	689.04	709.92	751.68	793.44		
Adv POST - 2%		HR	0.62	0.65	0.69	0.73	0.77		
		BW	49.60	52.00	55.20	58.40	61.60		
		MO	107.88	113.10	120.06	127.02	133.98		
		YR	1,294.56	1,357.20	1,440.72	1,524.24	1,607.76		
Port Police Sergeant 3222		Regular Pay	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	
		Range 3838	MO	6,678.12	7,050.48	7,443.72	7,859.58	8,298.06	
			YR	80,137.44	84,605.76	89,324.64	94,314.96	99,576.72	
	Basic POST - 3%	HR	1.15	1.22	1.28	1.36	1.43		
		BW	92.00	97.60	102.40	108.80	114.40		
		MO	200.10	212.28	222.72	236.64	248.82		
		YR	2,401.20	2,547.36	2,672.64	2,839.68	2,985.84		
	Int. POST - 1%	HR	0.38	0.41	0.43	0.45	0.48		
		BW	30.40	32.80	34.40	36.00	38.40		
		MO	66.12	71.34	74.82	78.30	83.52		
		YR	793.44	856.08	897.84	939.60	1,002.24		
	Adv POST - 2%	HR	0.77	0.81	0.86	0.90	0.95		
		BW	61.60	64.80	68.80	72.00	76.00		
		MO	133.98	140.94	149.64	156.60	165.30		
		YR	1,607.76	1,691.28	1,795.68	1,879.20	1,983.60		

## **APPENDIX D SALARY NOTES**

### **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.

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.
  
- 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 E - LIST OF SAFETY CLOTHING AND DEVICES**  
**2006 - 2009 MOU**

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

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

**Administrative Appeal Procedure**

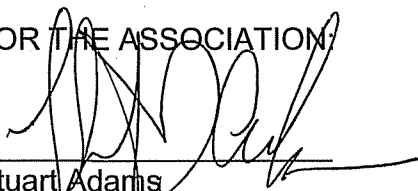
As part of the 2006/2009 MOU, the undersigned parties agree to reopen negotiations regarding the creation and establishment of an administrative appeal procedure.

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

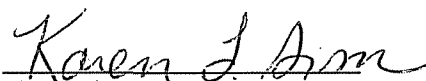
- Any action by the Harbor Department following a selection process for a civil service classification (this does not include a dispute involving an action by the Board of Civil Service Commissioners, the Personnel Department, or a civil service interview board, even if that action was taken by a Department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

To begin the process, the City will provide to the Association its proposal for an administrative appeal procedure no later than 60 days after the execution of the 2006/09 MOU. The parties will then re-open negotiations to meet and confer, with an implementation goal of no later than January 1, 2009 if the parties are able to mutually agree to a policy.


FOR THE ASSOCIATION:

  
Stuart Adams  
Adams, Ferrone & Ferrone

FOR MANAGEMENT:

  
Karen L. Sisson  
City Administrative Officer

  
Daniel Cobos  
LAPPA

  
Geraldine Knatz  
Harbor Department


11/05/07  
Date

11/20/07  
Date

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

Date: January 4, 2008

To: Laura N. Chick, Controller  
Attn: Shirley Tan, Principal Deputy Controller

From:  Tom Coultas, Assistant City Administrative Officer

Subject: **TECHNICAL CORRECTION TO HARBOR PEACE OFFICERS MOU 38**

In accordance with the Council instruction (C.F. 07-3744) which authorizes the City Administrative Officer to correct any clerical errors in the subject Memorandum of Understanding (MOU), this is to notify you that Article 4.12 (formerly Section B of Article 4.7) was inadvertently left out of the MOU contract language (see Attachment).

If you have any questions regarding this matter, please contact Thomas Simonovski of my staff at (213) 978-7635.

*TC:TTS:mbg32*

Attachment

cc: Daniel Cobos, LAPP  
Rosario Ferrara, LAPP  
Emmy Arceno, Controller's Office  
Zna Houston, City Attorney's Office  
Maryanne Kheehn, Personnel Department  
Martin Chavez, Harbor Department

## **ARTICLE 4.12      FAMILY ILLNESS**

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

1. Each employee who is absent from work by reason of the illness or injury of a member of the employee's immediate family and who has accrued any unused sick leave at full pay shall be allowed a leave of absence with full pay not to exceed in the aggregate five (5) days in any one calendar absence with full pay not to exceed in the aggregate five (5) days in any one calendar year. As used in this Article the term "calendar year" shall mean the period commencing on the first day of the payroll period during which January 1st occurs and ending on the day immediately preceding the first day of the payroll period during which the next January 1st occurs.
2. Each employee shall furnish, if required by the Harbor Department, satisfactory proof showing the extent of the illness or injury, sufficient to justify the absence.
3. "Immediate family" shall include the father, mother, brother, sister, spouse, child, step-child, foster child, or other minor dependent or other relative residing in the employee's household, the domestic partner of an employee, a household member and the following relatives of an employee's domestic partner: child, grandchild, mother, father.

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

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