

**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
19th day of JUNE, 2019**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND THE

LOS ANGELES PORT POLICE ASSOCIATION

ILWU Local 65

JUNE 24, 2018 THROUGH JULY 2, 2022

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SECTION 1.0 GENERAL PROVISIONS

ARTICLE 1.1 RECOGNITION

- A. On May 1, 1992, the Los Angeles Port Police Association (“Association”) was certified by the Employee Relations Board (“ERB”) as the certified representative of employees in the Harbor Peace Officers' Unit (“Unit”). Accordingly, the City of Los Angeles (“City”) hereby recognizes the Association as the exclusive representative of the employees in said Unit, in accordance with the provisions of the Los Angeles Administrative Code (“LAAC”) Section 4.822.
- B. The term "employee" or “employees” as used herein shall refer only to an employee or employees employed by the City in classifications listed in Appendix A of this Memorandum of Understanding (“MOU”), as well as such classes that may be added hereafter by the ERB.

ARTICLE 1.2 PARTIES TO THIS MOU

This MOU is entered into by and between the City Administrative Officer (“Management”) as the authorized management representative of the City of Los Angeles as designated under Los Angeles Administrative Code (“LAAC”) section 4.8701.a.(1), the authorized management representative of the Harbor Department (“Department”), and the Association as the authorized representative of the Unit.

ARTICLE 1.3 IMPLEMENTATION OF THIS MOU

- A. This MOU constitutes a joint recommendation of the Association, the Department, and Management, and shall not be binding in whole or in part on the parties unless and until:
 - 1. The Association has notified Management in writing that it has approved this MOU in its entirety; and,
 - 2. The City Council has approved this MOU in its entirety.
- B. Where resolutions, ordinances, or amendments to applicable codes are required, those Articles of this MOU which require such resolutions, ordinances, or amendments will become operative on the effective date of the resolutions, ordinances, or amendments unless otherwise specified.

ARTICLE 1.4 FULL UNDERSTANDING

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

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

- B. The Association, the Department, and Management mutually understand and agree that any changes mutually agreed to shall not be binding upon the parties unless and until they have been implemented in accordance with the implementation provisions of this MOU.
- C. The waiver or breach of any term or condition of this MOU by any party hereto shall not constitute a precedent in the future enforcement of any of its terms and provisions.
- D. The parties mutually agree that this MOU may not be opened at any time during its term for any reason, except by mutual consent of the parties.

ARTICLE 1.5 TERM

- A. The term of this MOU shall commence on the date when the terms and conditions of its effectiveness, in accordance with the implementation provisions of this MOU, are fully met, but in no event shall the provisions of this MOU become effective prior to 0000 hours on June 24, 2018. This MOU shall expire and otherwise be fully terminated at 2359 hours on June 18, 2022.
- B. Notwithstanding the above, provisions of this MOU shall remain in effect until a successor MOU is implemented or impasse proceedings are completed, as long as the parties have met their obligation under the provisions of Article 1.6, Calendar for a Successor MOU, and are continuing to meet and confer in good faith.

ARTICLE 1.6 CALENDAR FOR A SUCCESSOR MOU

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

ARTICLE 1.7 OBLIGATION TO SUPPORT

The Association, the Department, and Management agree that prior to the implementation of this MOU and during the period of time it is being considered by the Mayor, City Council, Council Committees, and the heads of various departments, offices, or bureaus for action, neither the Association, the Department, nor Management, nor their

authorized representatives, will appear before the Mayor, City Council, Council Committees, or said department heads, nor meet or communicate individually with the Mayor, members of the City Council, or said department heads, or representatives of those individuals, to advocate any addition or deletion, or other change to the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before or communicating with the Mayor, City Council, Council Committees, or department heads, nor meeting with the Mayor, individual members of the City Council, or department heads to advocate or urge the adoption and approval of this MOU.

ARTICLE 1.8 PROVISIONS OF LAW AND SEPARABILITY

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

ARTICLE 1.9 ACTIONS BY THE ERB

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

ARTICLE 1.10 MANAGEMENT-ASSOCIATION MEETINGS

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

ARTICLE 1.11 CITY MANAGEMENT RIGHTS

- A. Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. In order to fulfill this responsibility, the Mayor of the City of Los Angeles, the

City Council, the Department, and Management (“City Management”) has the exclusive right to: determine the mission of its constituent departments, officers, and boards; set standards of services to be offered to the public; exercise control and discretion over the City’s organization and operations; to take disciplinary action for proper cause; relieve City employees from duty due to lack of work or other legitimate reasons; determine the methods, means, and personnel by which the City’s operations are to be conducted; take all necessary actions to maintain uninterrupted service to the community; and, execute its mission in emergencies. However, the exercise of these rights by City Management shall not preclude employees or their representatives from consulting or grieving about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

- B. The Department has the authority to transfer and assign employees of the department. 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 3, Grievances.

ARTICLE 1.12 CITY-ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

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

B. Mutual Pledge of Accord

- 1. Inherent in the relationship between City Management and its employees is the obligation of City Management to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and City Management in the performance of its public service obligation.
- 2. The purpose of this MOU is to promote and ensure harmonious relations, cooperation, and understanding between City Management and the employees represented by the Association and to establish and maintain proper standards of wages, hours, and other terms and conditions of employment.

C. No Strike-No Lockout

1. In consideration of the mutual desire of the Association, the Department, and Management 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 MOU. Should such a strike or action by Association members occur, the Association shall immediately instruct its members to return to work. If they do not report to work immediately after Association instruction, they shall be deemed to have forfeited their rights under this MOU. The curtailing of operations by City Management in whole or part for operational or economic reasons shall not be construed as a lockout.
2. The provisions of this paragraph shall not detract in any way from any restrictions imposed by law on strikes and other types of work stoppages by public employees.

SECTION 2.0 ASSOCIATION SECURITY/EMPLOYEE RELATIONS

ARTICLE 2.1 NON-DISCRIMINATION

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

ARTICLE 2.2 NOTICE OF CHANGES IN WORK RULES

- A. Whenever written departmental work 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 the Association in writing and offer the opportunity for the Association to meet and consult with Management on the changes.

- B. Nothing contained in this Article shall be construed as a limitation of the right of Management to implement new written departmental work rules or make changes in such existing rules in cases of emergency; provided, however, that 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 may be the case.

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

ARTICLE 2.3 EMPLOYMENT OPPORTUNITIES

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

- B. Employees shall be granted reasonable time off with pay for the purpose of taking oral promotional examinations when such examinations are given by the City and scheduled during the employee’s normal working period; provided, however, that

each employee entitled to such time off with pay shall give reasonable advance notice to his/her supervisor. Such time off with pay shall include travel time.

ARTICLE 2.4 WORK ACCESS

- A. An authorized Association representative shall have access to City facilities or work sites during working hours for the purpose of assisting employees covered under this MOU relative to their identified role in addressing grievances when such Association assistance is requested by the grievant(s), or investigating matters arising out of the application of the provisions of this MOU. Said representative shall request authorization for such visit by contacting a designated management representative of the department, office, or bureau for the work site. In the event immediate access cannot be authorized, the designated representative shall inform the Association representative as to the earliest time when access can be granted.
- B. The Association shall provide the Department and Management a written list of its authorized Association representatives, which shall be kept current by the Association.
- C. This Article shall not be construed as a limitation on the power of the Department to restrict access to areas designated as security or confidential.

ARTICLE 2.5 USE OF CITY FACILITIES

- A. The Association may use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with departmental operations. Participating employees will attend said meetings on their own time.
- B. The parties to this MOU mutually agree that if the use of a facility requires a fee for rental or special set-up, security, and/or cleanup service, the Association will provide or assume the cost of such service(s) or facility.

ARTICLE 2.6 BULLETIN BOARDS

The Department shall provide a bulletin board or dedicated space at each work location for use by the Association. All official communications from the Association shall be posted in the space provided. The Association shall clearly print a removal date on all posted materials.

ARTICLE 2.7 SERVICE FEES AND DUES

A. Dues

1. Each permanent employee in this unit (who is not on a leave of absence) may become a dues paying member of this Unit. Such amounts shall be determined by the Association and implemented by the Los Angeles City Controller ("City Controller") in the first payroll period which starts 30 days after written notice of the new amount is received by City Controller. For the purpose of this provision, a permanent employee means one who has completed six continuous months of City service from his/her original date of appointment and who is a member of a tier in the Los Angeles City Employees' Retirement System or the Fire and Police Pension Plan.
2. Notwithstanding any provisions of LAAC section 4.203 to the contrary, during the term of this MOU, 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 Association will not be accepted by the City 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.
3. The Association and Management shall jointly notify all members of the representation unit that they are eligible for membership in the Association and that upon providing the Association consent, dues amounts will be automatically deducted from their paychecks. The cost of this communication and the responsibility for its distribution shall be borne by Management.

B. Exceptions - Supervisory or Confidential Employees

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

1. Confidential employees are defined in LAAC Section 4.801 and designated in accordance with LAAC Section 4.830.d.
2. For the purpose of this section, "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.

3. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.
4. The Department shall designate supervisory employees, the designation or claim of which shall be reviewed jointly by the Association and the Department. Any dispute shall be referred to the ERB for resolution.

C. Management Responsibilities

1. The City Controller shall cause the amount of the service fees or dues to be deducted from 24 payroll checks of each employee in this Unit as specified by the Association under the terms contained herein. "Dues" shall be deducted as the result of voluntary consent in the form of a signed authorization that will be maintained by the Association.
 - a. Remittance of the aggregate amount of all dues, service fees, and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the City Controller within 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 in 24 payroll periods in a fiscal year.
2. The City Controller shall also apply this provision to every permanent employee who becomes a member of this Unit within 60 calendar days of such reassignment or transfer.
 - a. The deduction will be computed at the rate of two percent of a Unit member's regular pay.
 - b. When notice is given by the Association to change the deduction percentage rate, the City Controller is hereby authorized to change said deduction automatically in the next practical pay period following such notice.
 - c. The authorization to deduct dues shall remain in effect until written notice of cancellation is given by the Association to the Office of the

City Controller on the appropriate form provided by the same for this purpose.

3. Management will provide the Association with the name, home address, and employee number of each permanent employee.
4. The City Controller shall notify the organization within 60 calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

D. Association Responsibilities

1. The Association is responsible for submitting to the City Controller the agreed upon dues authorization notification and any changes in the amounts to be deducted from the employees' paychecks.
2. The Association certifies that it has and will maintain individual employee authorizations, but shall not be required to provide a copy of individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The Association shall indemnify and hold harmless the City for any claims made by a Unit member for deductions made in reliance on that certification.

ARTICLE 2.8 RELEASE TIME

- A. During the term of this MOU, the Department shall permit up to a maximum of 220 hours each fiscal year of time off for Association Directors to participate in employee organization representation activities, subject to the following:
 1. Time off is requested with 72 hours written notice to the Department.
 2. The Department approves.
 3. Time off must be taken in increments of four hours.
 4. Minimum staffing is not impacted.
- B. Refusal by the Department for adequate reason is not subject to the grievance procedure contained in this MOU.
- C. The Association will reimburse the Department the sum of \$50 per hour per officer for all such release time. Time shall be billed in hourly increments.

- D. The Department will bill the Association quarterly each contract year for actual time used, and the Association will reimburse the Department quarterly no later than September 30, December 31, March 31, June 30 of each fiscal year.

SECTION 3.0 GRIEVANCES

ARTICLE 3.1 GRIEVANCE REPRESENTATION

- A. The Association may designate a reasonable number of grievance representatives who must be Unit members and shall provide the Department and Management with a written list of employees who have been so designated. The Department and Management will accept changes to the list presented by the Association as they are made. An employee may select a non-City employee as a grievance representative in place of an Association Representative at the employee's own expense.

- B. A grievance or Association representative if so requested may represent a grievant in the presenting of grievances at all levels of the grievance procedure for which the grievant and his/her representative may have a reasonable amount of paid time off. However, said representative will receive paid time off only if he/she is a member of the Association and in the same Unit as the grievant, is employed by the same department as the grievant, and is employed within a reasonable distance from the work location of the grievant.

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

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

ARTICLE 3.2 GRIEVANCE PROCEDURE

- A. Definitions

A grievance is defined as any dispute concerning the interpretation or application of this written MOU or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. An

impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

B. Responsibilities And Rights

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the ERB, the employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the ERB. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
2. No grievant shall lose his/her right to process his/her grievance because of limitations in scheduling meetings imposed by the Department and Management.
3. The grievant is responsible for discussing his/her grievance informally with his/her immediate supervisor. The immediate supervisor will, upon request of a grievant, discuss the grievance with him/her at a mutually satisfactory time. The grievant may be represented by a representative of his/her choice in the informal discussion with his/her immediate supervisor, in all formal review levels, and in arbitration; provided, however, that such representative may not be an employee or officer of another qualified organization except with the written consent of the organization granted exclusive representation.
4. By mutual agreement, the time limits between steps of the grievance procedure provided herein may be extended or the grievant and the Department may waive one level of review from this grievance procedure.
5. The Department or Management shall notify the Association of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and an authorized Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If the authorized Association Representative elects to attend said grievance meeting, he/she shall inform the head of the department, office or bureau of his/her intention. The Association is to be notified of the resolution of all other formal grievances.

C. Procedure

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

Step 1 - Informal Discussion

1. The grievant shall discuss his/her grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance. Said grievance shall be considered waived if not so presented to the immediate supervisor within ten calendar days following the day during which the event upon which the grievance is based occurred. Said ten calendar days may be waived by mutual consent of the parties involved.
2. The immediate supervisor shall respond within five calendar days following his/her meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his/her grievance at Step 2.

Step 2 - First Level of Review

3. If the grievance is not settled at Step 1, the grievant may serve written notice of the grievance on a form provided by the Department upon the Department designee to review the grievance at Step 2 within seven calendar days of receipt of the grievance response or, in the absence of a response by the immediate supervisor, at the expiration of the time limit for the immediate supervisor to respond at Step 1. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.
4. If such written notice is served, the Department designee shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant and his/her representative, if any, within 15 calendar days from the date of service. Failure of the Department to respond within such time limit shall entitle the grievant to process his/her grievance at Step 3.

Step 3 - Second Level of Review

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

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

Step 4 - Third Level of Review

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

Step 5 - Mediation (optional)

8. If the grievance is not resolved at Step 4, the Association or the Department may, within ten calendar days following receipt of the Department's response at Step 4, request that the grievance be submitted to a mediator prior to proceeding to arbitration. This step is optional and requires the concurrence of the Association and the Department.
9. A request for mediation must be in writing and must be submitted to the Department designated Personnel Director in charge of the Department's Human Resources Division or Association within the above-prescribed time limits. The Personnel Director or Association Representative shall, within ten calendar days following receipt of the mediation request, return the request to the Association Representative or the Department Representative with a denial or an agreement that the parties jointly request the ERB to appoint a mediator.
10. The Executive Director of the ERB shall attempt to obtain the services of a mediator from the State Mediation and Conciliation Service. If a State mediator is unavailable, the Association and the Department may jointly agree to a mediator selected by the Executive Director of the ERB. The fees for mediation shall be shared equally by the Association and the Department.

11. The mediation procedure shall be informal, the primary effort being to assist the parties in settling the grievance. Court reporters shall not be used, the rules of evidence shall not apply, and no record shall be made. The mediator shall determine whether witnesses are necessary.
12. If the grievance is resolved through mediation, notwithstanding the provisions of LAAC Section 4.865, the Association and the Department may, by mutual agreement, accept the results of mediation as binding.
13. 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 Association and the Department in mediation, shall not be used during any subsequent arbitration.

Step 6 - Arbitration

14. If the grievance is not settled after the issuance of the written decision at Step 4 or after the mediation efforts at Step 5, or if no written decision is rendered within the time limits set forth at Step 4, the grievant and the Association jointly may serve upon the General Manager or designee a written notice that a written request for arbitration has been filed with the ERB. The request for arbitration must be filed with the ERB within ten calendar days following the date of service of the written decision of the General Manager or his/her designee, or expiration of the time limits set forth in Step 4. Failure of the grievant and the Association jointly to serve the written request for arbitration with the ERB within said period shall constitute a waiver of the grievance.
15. If such written notice is served, the Association and the Department shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the ERB, within seven calendar days following receipt of said list.
16. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the grievant to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the ERB, unless the Association and the Department agree to other rules or procedures for the conduct of such arbitration.

17. The fees and expenses of the arbitrator shall be shared equally by the Association and the Department involved, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.
18. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be advisory only.
19. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

SECTION 4.0 ON THE JOB

ARTICLE 4.1 PERSONNEL FOLDERS

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

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

- C. A "Notice to Correct Deficiencies" shall be sealed by the Department upon the request of an affected employee if the employee has not been involved in any subsequent incidents of the same general nature and category as the Notice to Correct Deficiencies requested to be sealed that resulted in written corrective counseling or other management action for a period of two years from the date the most recent, related notice was issued or management action taken. Any sealed documents shall be stored in an employee's personnel folder and could be used to establish progressive discipline for similar offenses should any occur.

ARTICLE 4.2 SAFETY

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

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

1. Correct or eliminate the hazardous condition if correction or elimination thereof is within the authority and capability of the supervisor;
 2. Safeguard a hazardous condition in such a manner as to preclude injury to personnel and/or property damage, and promptly report the nature and location of the hazardous condition to the next level of supervision designated by departmental management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability; or,
 3. Promptly report the problem to the next level of supervision or inform the Departmental Safety Coordinator about the problem if elimination of the hazardous condition is not within the capability of the second level of supervision to correct.
- 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 Personnel Department's Occupational Safety and Health Division and report such hazard.
- D. Unresolved complaints hereunder may be referred to the State Safety Engineer for processing under the CAL/OSHA rules and regulations.

ARTICLE 4.3 A DRUG-FREE WORK PLACE

- A. The responsibilities inherent in the law enforcement profession require officers to undergo strict physical and psychological evaluations. Thorough pre-employment investigations into every facet of a 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 Unit members must be willing to accept a random drug test program as yet another test in which the employee is held to a higher standard than others in society.
- B. An employee who voluntarily apprises the Department of an addiction or other drug use-related problem caused by either a valid prescription prescribed for the employee (excluding marijuana) or over-the-counter medication will be allowed to become involved in a rehabilitation program. Assistance is available through most City-sponsored health plans, including the 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.

- C. As used in this Article, the term “voluntarily apprises the Department” shall mean that the employee brought the matter to the attention of the Department:
1. On his or her own initiative;
 2. At a point in time not in conjunction with a drug test and when no administrative investigation has been initiated by the Department concerning the employee’s use of prescription or over-the-counter medication; and
 3. In the case where no acts or omissions by the employee and related to the use of prescription or over-the-counter medication involves any criminality on the part of the employee.

ARTICLE 4.4 HOURS OF WORK

A. Work Periods

1. Notwithstanding the provisions of LAAC Section 4.108 (Hours of Work – FLSA Non-Exempt Employees) and 4.113 (Overtime – FLSA Non-Exempt Employees), the Department may assign any Unit member who is assigned to a law enforcement function to work a 12-hour, ten-hour, or eight-hour shift. In conjunction with one or more of the aforementioned shifts, where necessary, shifts of eight hours or less may be utilized for training, special events, a partial-day suspension, or similar and/or related functions or activities.
2. An employee shall be in actual attendance on duty a minimum of 12, ten, or eight hours every day he/she is assigned to work. An employee’s regular hours of work do 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, a change in deployment period (DP) work schedules, working hours, days, or assignments shall be posted 14 calendar days before the start of the DP. The Port Warden II or his/her designee shall have the sole discretion to change work schedules, working hours, days, or assignments based on operational needs of the Port Police Division.

C. Change of Shift, Rotation

1. Generally, shift rotation shall coincide with the beginning of a deployment period.
2. All change of shift requests shall be based upon the current change of watch policy except as otherwise specified herein. When requesting a change of shift, employees shall list those shifts desired, in order of preference. Whenever possible, choice of shifts will be granted based on availability and then in the order of preference listed by the employee. If more than one employee of the same rank and pay grade requests a specific shift, and there are not enough available positions on the desired shift, the commanding officer shall have the discretion to assign the shift. The selection criteria for watch assignments shall be based upon (in priority order): first, current watch; second, seniority; third, bi-lingual pay status. The commanding officer's discretion shall exclude consideration of nepotism, favoritism, or any other improper basis. Sergeants shall rotate within their respective ranks.
3. If an employee is activated to military duty exceeding one DP, the time of the military activation shall not be counted as time on the original shift. The Port Warden II, who is the Chief of the Port Police Division within the Department, or his/her designee may make an exception to this policy when it is in the best interest of the Department, the Port Police Division, or individual employee.
4. **Exception:** At the discretion of the commanding officer, employees may be loaned to another shift for no longer than four weeks to provide relief as necessary to maintain adequate coverage on all shifts. In the event of an emergency or long-term training assignment, employees may be loaned to another shift in excess of four weeks. Attempts will be made to fill such loans on a voluntary basis. Should an employee be loaned to another shift to meet Port Police Division needs, including but not limited to vacation relief, the loan period shall not be counted as time on the original shift. If an employee is activated to military duty exceeding one DP, the time of military activation shall not be counted as time on the original shift. The commanding officer may make an exception to this policy when it is in the best interest of the Port Police Division or individual employee to do so.
5. Requests for exceptions from rotation or a specific assignment as a result of a bona fide emergency or hardship situation shall be considered on a case-by-case basis. Any decision by the commanding officer shall be based on the current needs of the Port Police Division, and such decision shall not be a grievable or arbitrable matter.

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

ARTICLE 4.5 MEAL AND REST PERIODS

- A. The meal period for Unit members shall be 30 minutes and shall not be counted as time worked for any purpose. A Unit member who is called to duty during his/her meal period shall, at the Department's discretion, either be:
 1. Given a 30-minute meal period at a later time during the same shift; or
 2. Compensated in cash at the rate of one and one-half times the employee's regular rate of pay.
- B. Each Unit member shall be granted a minimum of 15 minutes rest period in each four hour period; provided, however, that no such rest period shall be taken during the first or last hour of an employee's work shift nor in excess of 15 minutes without express consent of the employee's designated supervisor.
- C. The Department reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated in any form.

ARTICLE 4.6 SUBPOENAED AS A WITNESS

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

ARTICLE 4.7 COMPENSATION FOR COURT APPEARANCES

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

A. Basic Compensation

A Unit member shall be afforded the discretion of reporting to court when subpoenaed or remaining on-call. If electing to appear in court, the employee must

notify his/her supervisor as soon as practical prior to the scheduled court appearance. An employee who decides to remain on-call must be able to appear in court not more than one hour after being notified of the required court appearance time. Appearing 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 where the supervisor knows the employee is reachable.

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

B. Multiple Cases

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

C. Exceptions to the Four Hour Minimum

1. Court appearances or on-call status commencing four hours or less **before** the employee's regularly assigned shift begins: compensation will be for the actual time between the commencement of the court appearance or on-call and the beginning of the employee's assigned shift with the same noon recess provisions in A.2. above.
2. Court appearances commencing four hours or less **during** or **after** the employee's regularly assigned shift ends: compensation will be for the actual time between the end of the employee's assigned shift and the termination of the court appearance with the same noon recess provisions in A.2. above.
3. Compensation for on-call status shall not exceed four hours.

ARTICLE 4.8 DMV TELEPHONIC HEARINGS

Department of Motor Vehicles (DMV) Telephonic Hearings shall be governed by the following provisions.

A. On Duty

Employees subpoenaed for a DMV Telephonic Hearing scheduled during the employee's working hours shall utilize a Department telephone at the appointed time.

B. Off Duty

1. Employees subpoenaed for a DMV Telephonic Hearing scheduled at a time when the employee is off duty may utilize a Department telephone to call the DMV at the appointed time. Alternatively, the employee may call from a private phone.
2. Employees participating in DMV Telephonic Hearings shall be entitled to a minimum of four hours of overtime compensation and hour-for-hour overtime compensation thereafter for actual participation in the hearing. The same noontime recess, as described in Article 4.7. A. 2. shall apply.
3. There shall be no on-call compensation for DMV Telephonic Hearings.
4. Employees may not receive overtime compensation for DMV Telephonic Hearings in conjunction with any other type of court overtime compensation, unless the time spent in the DMV Telephonic Hearing extends beyond the other compensated time. Employees participating in DMV Telephonic Hearings while on call or while actually in court shall only be entitled to the overtime compensation afforded by these activities. The exception to this rule is when the DMV Hearing extends past the time when the overtime compensation for the other court activity ceases. In such cases the employee shall be entitled to hour-for-hour overtime compensation for the actual time spent past the close of the other court activity.
5. Employees who utilize a Department telephone to participate in a DMV Telephonic Hearing while off duty shall not be eligible for overtime compensation for travel spent reaching that telephone.
6. Overtime shall be compensated in accordance with provisions of Article 6.4 of this MOU.

ARTICLE 4.9 UNIFORM AND EQUIPMENT ALLOWANCE

- A. Uniforms required by the Department will be replaced, maintained, and cleaned at the employee's expense.
- B. The Department will provide a cash payment of \$1,750 per fiscal year to each Unit member who is compensated for pay period 11 of each year. This payment will be made through an employee's regular paycheck as part of the pay check issued for pay period 11 for that fiscal year.
- C. 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. Employees may only receive one uniform allowance in each fiscal year. An employee transferring or promoting into this Unit shall receive only one uniform payment per year under the terms of the employee's former MOU.
- D. This allowance shall be a cash, non-pensionable payment and shall be taxed at the applicable supplemental state and federal taxation rates.
- E. Replacement of uniforms and personal property for the Department shall be in accordance with departmental manual sections on reimbursement for lost or damaged property.

ARTICLE 4.10 RAIN AND SAFETY GEAR

- A. The Department shall continue to provide the standard law enforcement rain and safety gear listed below for employees who are required to work outside in inclement weather or who are regularly assigned to functions specified below. Items specified below shall be replaced when the Department determines that said items are no longer serviceable.
- B. All items listed below shall be unique and specialized to the assignment for which they are needed. Clothing and equipment issued shall be maintained and cleaned at the employee's expense. Quantities are included in brackets ().

ALL UNIT MEMBERS

1. Tactical Ballistic Vest (Banshee Defender Style), to be replaced every five years or longer per manufacturer's specifications. (1)
2. Pelican flashlight, bulbs and batteries to be replaced as needed. (1)
3. Ballistic Vest – American Body Armor HP or equivalent, NIJ Level II, replaced per manufacturer's specifications or recommendations, whichever time period is less. An employee, at his/her discretion, may choose to receive a \$2,000 voucher for an equivalent amount to be used for the purchase of a ballistic vest that is at a level greater than NIJ Level II. (1)

4. Disposable CPR masks. (Sufficient supply as needed)
5. Taser. (1)
6. Boots with slip-resistant soles. (1)
7. Knife with 4" serrated blade. (1)
8. Personal floatation device. (1)

HAZARDOUS MATERIALS UNIT

1. Nomex Jumpsuit. (2)
2. Boots with oil-resistant soles. (1)

FLIGHT OBSERVER

1. Nomex Jumpsuit. (1)
2. Helmet insert, flight type, fitted to officer. (1)
3. Boots. (1)

BICYCLE TEAM

1. Helmet. (1)
2. Gloves. (1)
3. Inner liners. (1)

DIVE TEAM

1. Nomex Jumpsuit. (2)
2. Gloves. (1)
3. Booties. (1)
4. Drysuit with positive pressure air mask. (1)
5. Knife with serrated edge blade. (1)

MOTOR UNIT

1. Boots.
2. Helmet.
3. Eye protection.
4. Jacket.
5. Gloves.
6. Pants.
7. Motor rain gear.

ARTICLE 4.11 BILINGUAL DIFFERENTIAL

Employees required to use a language other than English will be compensated in accordance with LAAC Section 4.84 (Premium Pay for Persons Possessing Bilingual Skills).

ARTICLE 4.12 SIGN LANGUAGE PREMIUM

Any qualified Unit member who is requested by the Communications Assistance Center to employ sign language skills in the course of their work shall be compensated in accordance with LAAC Section 4.84.1 (Premium Pay for Persons Possessing Sign Language Skills).

ARTICLE 4.13 MILEAGE

An employee shall be reimbursed for using his/her personal vehicle in the performance of his/her duties when so authorized in accordance with LAAC Section 4.230 (Reimbursement).

ARTICLE 4.14 MARKSMANSHIP BONUS

A. Unit members shall be eligible for a marksmanship distinction and bonus after meeting the criteria established by the Port Police Division in accordance with the following table.

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

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

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

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

SECTION 5.0 BENEFITS

ARTICLE 5.1 RETIREMENT BENEFITS

A. Fire and Police Pensions

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

B. LACERS Tier 1

1. Any Unit member hired prior to January 8, 2006, who elected to remain a member of the Los Angeles City Employees' Retirement System ("LACERS") shall remain in LACERS as a Tier 1 member, pursuant to the provisions of LAAC Section 4.1002.
2. For Unit members identified in B.1. above, pursuant to LAAC Section 4.1003 (a), beginning November 8, 2009, all members of LACERS Tier 1 shall contribute by salary deduction six percent of their pension-based compensation, of which one-half percent shall be the survivor portion and the remaining five and one-half percent shall be the normal contribution. All contributions shall be made applicable with State and federal laws regulating pensions contributions.
3. For Unit members identified in B.1. above, pursuant to LAAC Section 4.1003 (b), commencing July 1, 2011, and ending June 30, 2026, or when the Early Retirement Incentive Program Cost Obligation is fully paid (delineated in LAAC Section 4.1033), whichever comes first, in lieu of a six-percent retirement contribution specified in LAAC Section 4.1003 (a), Tier 1 members shall contribute by salary deduction seven percent of their pension-based compensation, of which one-half percent shall be the survivor portion, five and one-half percent shall be the normal contribution, and one percent shall be the Early Retirement Incentive Program Cost Obligation.
4. For Unit members identified in B.1. above, notwithstanding LAAC Section 4.1003 (c) (2), effective July 1, 2012, Unit members shall contribute an additional four percent of their pre-tax, pension-based compensation to defray a portion of the City's cost of providing retiree health insurance. The additional four percent thereby results in a total flat rate employee retirement contribution rate of eleven percent in accordance with the above provisions. This additional four percent contribution shall continue in effect

and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter and Administrative Code provisions.

C. Procedure for Benefits Modifications

1. Proposals for major retirement benefit modifications will be negotiated in joint meetings with the certified employee organizations whose memberships will be directly affected. Agreements reached between Management and organizations whereby a majority of the members (in the retirement system about which modifications are proposed) are affected shall be recommended to the City Council by Management as affecting the membership of all employees in the retirement or pension plan. Such modifications need not be included in the MOU in order to be considered appropriately negotiated.
2. Proposals for minor benefit modifications and technical changes will be considered and reported on as appropriate, but no more than once a year, in a report from Management to the City Council. Affected organizations shall be given the opportunity to review the proposed minor changes prior to the release of the report, and their views shall be included in the report.
3. If agreement is not reached between Management and the organizations representing a majority of the members (in the retirement system about which modifications are proposed) as to whether a particular proposal constitutes either a major or a minor modification, the proposal shall be treated as a major modification.
4. Division 4, Chapter 11, Article 2 of the LAAC provides a retiree health benefit for LACERS Tier 1 employees. Commencing July 1, 2012, the parties agree that the retiree health benefit available under this program is a vested benefit for all employees. Specifically, the parties agree that for Tier 1 employees the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the City's maximum retiree non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1111(c) shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision. The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

The parties further agree that should any of the provisions of this Article, or of any subsequent MOUs which incorporate these sections, be enjoined or declared invalid or unlawful by a court of competent jurisdiction, the Maximum Medical Plan subsidy would revert to the provision of the LAAC in effect prior to April 24, 2011. Additionally, the parties shall meet and confer to achieve equal cost savings.

ARTICLE 5.2 VACATIONS

- A. Each employee in this unit who has completed his/her qualifying year shall be entitled to the following number of vacation days with full pay, based on the number of years of City service completed, accrued and credited at the rates indicated, subject to deductions for absences as provided in LAAC Section 4.246 (Deductible Absences):

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

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

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- C. From July 7, 2019 through December 31, 2019, no Unit member shall accrue vacation time.
- D. On January 1, 2019, and each January 1st thereafter, vacation time accrued during the previous year shall be credited to each employee based on his/her years of service as described below.

1. An employee's vacation accrual anniversary date shall be based upon the date upon which an employee (1) graduates from the police academy and promotes to a Port Police Officer I (3221-F) as described in Article 6.1. C. of this MOU, or (2) joins the Port Police Department as a Port Police Specialist or (3) joins the Port Police Department as a Port Police Officer through a Charter Section 1014 transfer, in which case the employee's anniversary date shall be the same as the employee's vacation anniversary date held in his or her previous class.
 2. A Unit member who is undergoing training in the Police Academy as a Port Police Officer I (3221-1) shall not be entitled to nor credited with vacation time for the full duration of his/her academy training.
 3. A Port Police Officer I (3221-F) who is undergoing field training during a probationary period or a Port Police Specialist shall accrue 10 hours of vacation at the end of the first month of City service as described above and 10 hours at the end of each month thereafter until January 1st of the next calendar year.
 4. Until the completion of two years of City service in the aggregate, each Unit member shall be entitled to 120 hours of vacation annually credited on January 1st with full pay.
 5. Upon the completion of two years of City service in the aggregate, each employee shall be entitled to 128 hours vacation annually credited on January 1st with full pay.
 6. Upon the completion of 10 years of City service in the aggregate, each employee shall be entitled to 192 hours vacation annually credited on January 1st with full pay.
 7. Upon completion of 30 years of City service in the aggregate, each employee shall be entitled to 200 hours vacation annually credited on January 1st with full pay.
- E. Each employee shall be permitted to defer vacation, thereby accumulating unused vacation time to total not more than the equivalent of three years of vacation credit. Under no circumstance shall an employee be entitled to accumulate vacation time in excess of three years.
- F. The employee may defer all or a portion of his or her vacation. The employee should consider the amount of vacation time he or she has accumulated and whether deferring all or part of the vacation could result in the stoppage of vacation accrual which will automatically be deposited in the catastrophic illness or injury time bank.

- G. Any employee who, immediately prior to becoming a member of the Harbor Department, was employed in any other department of the City and had earned any unused vacation credits for which the employee was not compensated either in cash or time off, shall be credited with such unused vacation time in addition to any vacation to which the employee is entitled.
- H. In the event any employee, after the completion of the employee's initial year of service, becomes separated from the service of the Department by reason of resignation, retirement, death, or for any other reason, cash payment of a sum equal to all earned, but unused vacation, including vacation for the proportionate part of the year in which the separation takes place, shall be made at the salary rate current at the date of the separation to the employee, the estate, or any person legally entitled to such payment.
- I. The City Controller shall keep a record of vacation time balances based on Harbor Department records and shall advise employees on their paycheck or pay advice of their balance biweekly.
- J. It is the policy of the Department to allow officers to take regularly scheduled vacations or remain on vacation during a mobilization unless the officer volunteers to work or there is an order by the Mayor or the Port Warden II or his/her designee to cancel vacations.
 - 1. An officer who volunteers to work during a mobilization while on a regularly scheduled vacation may do so subject to the following:
 - a. The Department must have a need for the employee to return to work. Assignments will be made at the discretion of the Department.
 - b. Once the employee voluntarily returns to work, the employee may not resume his or her vacation (including regularly scheduled days off, accumulated overtime and days off in lieu of a holiday) without the approval of the Department.
 - c. The employee may defer all or a portion of his or her vacation subject to approval by Harbor Management.
 - d. Where an employee has elected to defer all or a portion of vacation, the employee shall be shown on regular duty status for each deferred vacation day.
 - e. The Department may approve an employee's use of any remaining vacation once the situation deescalates and it is determined there is adequate deployment at all levels of rank.

- f. The Department is under no obligation to reschedule the vacation during the current calendar year but may do so if it does not impact the ability to maintain adequate deployment at all levels of rank.
- 2. When the Mayor or Port Warden II or his/her designee orders officers on regularly scheduled vacation to return to work during a mobilization, the employee may elect to defer all or part of the remaining vacation subject to the provisions of J.1.c-f of this Article.
- K. In addition to the annual vacation benefits described in this Article, each Unit member shall be credited with 104 hours of unspecified holiday time on January 1st of each calendar year. This additional benefit is provided as a replacement for holiday benefits that were relinquished previously. At the end of each calendar year, each bargaining Unit member shall be paid for all unused unspecified holiday time credited to the member or 80 hours of time, whichever is less. Time shall be paid at the Unit member's permanent rate.
- L. This provision shall be implemented upon adoption of this MOU by the City Council. If adoption occurs after January 1st, unspecified holiday time shall be prorated in monthly increments of eight hours and forty minutes per month as calculated by Management. For example, if Council adoption occurs in January, each bargaining Unit member shall be credited with 95 hours and 20 minutes of time in the first year.
- M. Unspecified holiday time shall be taken in accordance with the following requirements:
 - a. Unspecified holiday time must be taken during the calendar year in which it is credited.
 - b. A separate unspecified holiday time bank will be established. Time shall be credited into said bank for each bargaining unit member.
 - c. The request for the use of unspecified holiday time is processed the same as a request to use vacation time: if timely submitted by the employee, request for the use of time will be promptly approved by the Department subject to the operating needs of the Port Police Division. If an unforeseen operating requirement prevents the employee from taking such previously approved unspecified holiday time, the Department will reschedule the time off so that it may be taken on some other reasonably satisfactory date within the calendar year.
 - d. Unspecified holiday time must be used in hourly increments.
 - e. Unspecified holiday time shall not be utilized to extend the date of any layoff or termination.

ARTICLE 5.3 HOLIDAY PREMIUM COMPENSATION

- A. Employees who work on one of the following holidays shall receive holiday premium compensation as described below.
1. New Year's Day
 2. Easter
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Veteran's Day (November 11)
 7. Thanksgiving Day
 8. Christmas Eve
 9. Christmas Day
 10. New Year's Eve
- B. Holiday premium compensation shall be paid to an employee who works any watch which either starts or ends on a day listed above. An employee shall be entitled to holiday premium compensation only once for each day listed above. For example, if one of an employee's work shifts begins at 1600 hours on July 3rd and ends at 0400 hours on July 4th and the employee's next work shift begins at 1600 hours on July 4th and ends at 0400 hours on July 5th, the employee shall be entitled to one full shift of holiday premium compensation pay, i.e., for July 4th. The employee shall not be eligible for nor receive holiday premium compensation pay for the work shift that started on July 3rd and ended on July 4th because the employee would receive holiday premium compensation for having worked a shift that began on July 4th.
- C. An employee who works on any holiday listed above will be compensated at the rate of one and one-half the hourly rate for all hours worked on the observed holiday.
- D. All holiday premium compensation shall be provided in the form of cash or time off with pay at the sole discretion of the Department.
- E. An employee shall report and request holiday premium compensation for having worked a regularly scheduled shift on a holiday specified above on a form provided by the Department.
- F. An employee who works an overtime shifts on a holiday specified above, i.e., hours worked in addition to regularly scheduled hours in a deployment period, is entitled to overtime compensation in accordance with Article 6.4 of this MOU.

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

ARTICLE 5.4 HEALTH AND DENTAL PLANS

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

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

A. Section I – Health Plans

1. The health plans offered and benefits provided by those plans shall be those recommended by the JLMBC, approved by the City Council, and administered by the Personnel Department in accordance with LAAC Section 4.303.
2. During the term of this MOU, the City agrees to continue contributing for each full-time employee a monthly subsidy equal to the cost of his/her medical plan but not to exceed the Kaiser Permanente Family rate.
3. During the term of this MOU, the City agrees to continue contributing for each regular half-time employee a monthly subsidy equal to the cost of his/her medical plan but not to exceed the Kaiser Permanente Single Party rate.
4. The City will apply the subsidy first to the employee’s coverage. Any remaining balance will be applied toward the coverage of the employee’s qualified dependents named under the plan.

5. During the term of this MOU, the City's contribution to health care plan costs (monthly health care subsidy) shall be adjusted based on changes in the Kaiser Permanente Family Rate for full-time employees and in the Kaiser Permanente Single Party Rate for regular half-time employees. Changes in the monthly subsidy shall be effective at the beginning of the pay period in which the Kaiser Permanente yearly premium rate change is implemented.
6. Employees who transfer from full-time to half-time status under Family and Medical Leave provisions contained herein shall continue to receive the same subsidy as full-time employees and shall be subject to any adjustments applied to that subsidy as provided in this Article.
7. During the term of this MOU, the JLMBC will review all rate changes and their impact on the Health Plans. The following provisions will apply to unit members enrolled in a City-sponsored health care plan and eligible for the health care subsidy.
8. Unit members shall continue to pay ten percent of the City's monthly health care premium on a biweekly basis when the amount of the employee's monthly health care premium for the health care plan in which he/she is enrolled is less than or equal to the amount of the City's maximum monthly health care subsidy.
9. In the event that unit members are enrolled in a health care plan that has a monthly premium that exceeds the City's maximum monthly subsidy, such members shall continue to pay on a biweekly basis the total of the difference between the cost of their monthly health care premium and the City's maximum monthly health care subsidy, plus ten percent of the City's maximum monthly health care subsidy on a biweekly basis.

B. Section II – Dental Plans

1. The dental plans offered and benefits provided by those plans shall be determined by the Personnel Department, in accordance with LAAC Section 4.303, upon the recommendation of the JLMBC and approval of the City Council.
2. The City will expend for full-time employees in the classifications represented in this MOU the monthly sum necessary to cover the cost of the City-sponsored Dental Plan Program. Coverage for dependents of eligible employees may be obtained in a City-sponsored plan at the employee's expense, provided that such sufficient enrollment is maintained to continue to make such coverage available.

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

C. Section III – Inclusion of Domestic Partner as a Dependent

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

D. Section IV – General Provisions

1. An open enrollment period of at least 30 days shall be declared by the Personnel Department each year. During this open enrollment period, employees who have not already done so may enroll themselves and, at their option, their eligible dependents in the City-sponsored health and dental plans. During this period, employees may also change their coverage options or activate new coverage options. Employees who fail to enroll during this open period will be ineligible to change coverage options or activate new coverage options under City-sponsored plans unless another open enrollment period is subsequently declared by the Personnel Department. Enrolled employees who do not wish to change coverage options or activate new coverage options are not required to re-enroll during the open enrollment period except for those participating in the Dependent Care Reimbursement Account.
2. 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.
3. The City will retain all duties and responsibilities for the administration of the City's health and dental plans.

E. Section V – Subsidy During Family and Medical Leave

For an employee who is on family leave or medical leave under the provisions of Article 5.7 herein, the City shall continue to pay medical and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a family leave or medical leave in accordance with Article 5.7 herein.

However, for any unpaid portion of family leave or medical leave, health and/or dental plan subsidies shall be continued for a maximum of nine pay periods, except while an employee is on a Pregnancy Disability Leave (up to four months), Management shall continue the City's subsidy described herein for her pregnancy health coverage (medical plan subsidy) in compliance with the provisions of SB 299 and AB 592 enacted in 2011.

F. Section VI – Benefit Protection Plan

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

ARTICLE 5.5 ASSOCIATION DISABILITY, OPTICAL AND LIFE INSURANCE PROGRAMS

- A. The City will pay \$33.50 biweekly to the Association for each Unit member who is on active payroll status for the purpose of paying for coverage in an Association-sponsored Disability Program, Optical Program, and Life Insurance Program, to be selected and independently administered by the Association.
- B. The City Controller and Personnel Department will establish such controls over the disbursement of funds as they deem necessary.
- C. The Association agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 5.6 SICK LEAVE BENEFITS

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

ARTICLE 5.7 FAMILY ILLNESS

The City's present practice of allowances for leave for illness in the family will be continued during the term of this MOU. The aggregate number of working days allowed in any one calendar year with full pay shall not exceed 12, except as provided for in Article

5.8 of this MOU. Such practice of allowance for leave for family illness shall be in accordance with LAAC Section 4.127 (Allowance for Leave for Illness in Family).

ARTICLE 5.8 FAMILY AND MEDICAL LEAVE

A. Authorization for Leave

1. During the term of this MOU, up to four months (nine pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in Article 5.7 – Family Illness), upon the request of the employee or designation by Management in accordance with applicable Federal and State law, notwithstanding any other provisions of this MOU or the LAAC to the contrary.
2. Any employee may take family or medical leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.
3. Leave under the provisions of this Article shall be limited to four months (nine pay periods) during a 12-month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.
4. **Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four months (nine pay periods) for childbirth disability and up to an additional four months (nine pay periods) for purposes of bonding. (See Section D.1. of this Article.)

B. Definitions

1. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
2. **Domestic Partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Division of the Personnel Department.
3. **Parent** means a biological, foster or adoptive parent, a stepparent, a legal guardian, or an individual who stands or stood “*in loco parentis*” to an employee when the employee was a child. This term does not include parents “in-law.” Persons who are “*in loco parentis*” includes those with day-

to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, that person who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

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

C. Eligibility

1. The provisions of this Article shall apply to all employees in this Unit who have been employed by the City for at least twelve months and who have worked for at least 1,250 hours during the 12-months immediately preceding the beginning of the leave.
2. **Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment Housing Act (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four months (nine pay periods) of leave if disabled due to pregnancy.
3. Parents (including those who are domestic partners) who both work for the City are entitled to sick leave benefits in accordance with LAAC section 4.129. Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.
4. The time limitation for spouses or domestic partners does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill or to care for a child with a serious health condition.

D. Conditions

1. **Pregnancy** – The start of a family leave for childbirth shall start at the beginning of the period of disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.
2. In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four months (nine pay periods) of

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

3. Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act (CFRA), which shall be limited to four months (nine pay periods) and must be concluded within one year of the child's birth or adoption. (The administration of such leave shall be in accordance with Section C.2 of this Article.)
4. **Adoption** – The start of a family leave for adoption or foster care of a child shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave may also be granted prior to the placement if an absence from work is required.
5. **Family Illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
6. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
7. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment connected with in-patient care in a hospital, hospice, or residential medical facility; or
 - b. Any period of incapacity requiring an absence of greater than three calendar days involving continuing treatment by or under the supervision of a health care provider; or
 - c. Any period of incapacity (or treatment resulting therefrom) due to a chronic serious health condition; or
 - d. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - e. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity for more than three consecutive days if left untreated; or

- f. Any period of incapacity due to pregnancy or for prenatal care.
8. **Workers' Compensation/IOD** - An employee receiving Workers' Compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in C.1 of this Article shall automatically be considered to be on family and medical leave, effective the first day of the employee's absence.
9. **Continuous/Intermittent Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident. However, an employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position for which the employee is qualified to accommodate recurring leave periods. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with LAAC Section 4.110 during the duration of their part-time schedule.
10. In accordance with the CFRA, leave for the birth, adoption, or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of the Department. Bonding leave must be concluded within one year of the birth or placement of the child.
11. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
12. A personal leave beyond the four month leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.
13. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow employees at least 15 calendar days to obtain the medical certification.

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

E. Notice Requirements

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

F. Applicable Time Off

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

1. Childbirth (Mother)
 - a. Accrued sick leave (100% or 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother’s inability to work prior to the birth), may be taken at the employee's discretion.
 - b. For the non-disability portion of childbirth leave (before delivery or after “bonding”), accrued vacation time off available at the start of the leave shall be used prior to the use of time under c, d, and e below.
 - c. Accrued sick leave. All 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
 - d. Unpaid leave.

- e. Accrued compensatory time off may be used at the employee's discretion, with the Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
2. Childbirth (Father or Domestic Partner), Adoption, Foster Care, Family Illness
- a. Annual family illness sick leave up to 12 days may be used at the employee's discretion. Such leave may be taken before or after the vacation time off described in b below.
 - b. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under c and d below.
 - c. Accrued sick leave. All 100% sick leave shall be used first, followed by the use of all 75% sick leave. The use of sick leave under this subsection is at the employee's discretion.
 - d. Unpaid leave.
 - e. Accrued compensatory time off may be used at the employee's discretion, with the Department's approval after exhaustion of 100% sick leave. In accordance with the final Department of Labor Regulations, which became effective January 16, 2009, and governs the federal Family and Medical Leave Act, any use of accrued compensatory time off under this Section shall be counted against the employee's annual family and medical leave entitlement.
3. Personal Medical Leave
- a. Accrued sick leave (100% or 75%) may be used at the employee's discretion. Such leave may be taken before or after the vacation described in b below.
 - b. Accrued vacation time off available at the start of the leave shall be taken. Such time must be used prior to the use of time under c below.
 - c. Unpaid leave.
 - d. Accrued compensatory time off may be used at the employee's discretion, with the Department's approval after exhaustion of 100%

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

G. Sick Leave Rate of Pay During Family Leave

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

H. Monitoring

1. Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.
2. It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability Leave provisions of the California Fair Employment and Housing Act.

ARTICLE 5.9 INJURED ON DUTY PAY

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

ARTICLE 5.10 BEREAVEMENT LEAVE

Bereavement leave shall be afforded to Unit members and administered in accordance with LAAC section 4.127.1 (Allowance for Leave Because of Family Deaths).

ARTICLE 5.11 JURY SERVICE

Payment of salary to a Unit member when summoned to jury service shall be administered in accordance with LAAC Section 4.111 (Payment of Salary During Jury Service).

ARTICLE 5.12 FUNERAL EXPENSES

The City shall expend a sum of money not to exceed \$30,000 for funeral expenses to the heirs of a Unit member who dies while on active duty from injuries incurred while performing his/her job or who dies as a direct cause of such injuries. This amount includes

any amount already available for this purpose in accordance with California State Labor Code Section 4701.

SECTION 6.0 COMPENSATION

ARTICLE 6.1 SALARIES AND POST

- A. Salary ranges for classifications represented in this Unit are set forth in the Appendices to this MOU and are effective as indicated therein.
- B. A Unit member who is undergoing training in the Police Academy as a Port Police Officer I (3221-1) shall be placed on salary step 1 of the pay scale for the full duration of his/her academy training.
- C. A Unit member who graduates from the Police Academy and is undergoing field training during the prescribed probationary training period for the class and pay grade of Port Police Officer I shall, upon academy graduation, advance to class and pay grade Port Police Officer I (3221-F) for the full duration of the field probationary training period.
- D. Upon completion of his/her field probationary training, a Unit member shall promote from the class and pay grade of Port Police Officer I (3221-F) to the class and pay grade of Port Police Officer II (3221-2) and be placed on the appropriate salary step in accordance with LAAC Section 4.91(a)(1).
- E. Advancements in salary shall be made automatically, step by step after each year of aggregate service in the class and pay grade to which the member is assigned, said advancement which shall cease when the member reaches the maximum step rate within the salary range negotiated for his/her class and pay grade.
- F. A Unit member who promotes to a higher class or pay grade within the member's class to which he/she is appointed shall be advanced in accordance with LAAC 4.91.
- G. If the member is entitled to an automatic salary step advancement pursuant to E above in the same pay period as such promotion described in F above, the automatic step advancement shall be considered to have occurred prior to such promotion.
- H. Any unit member reassigned to a lower pay grade within the class or position to which he/she was appointed shall receive the same compensation received by him/her prior to such reassignment, or be compensated at the top step of the range for the lowest pay grade, whichever is lower.
- I. Notwithstanding the above provisions, the parties agree and understand that pay grades are designated by Management based on the assigned duties of certain specialized units. A Unit member who is reassigned by the Department shall

receive a lower pay grade unless the member is reassigned to another specialized unit in which case the member will continue to receive the higher pay grade. A Unit member who voluntarily moves from one position to a position in a lower pay grade shall receive the lower pay grade. Nothing in this section shall be construed to limit an officer's ability to appeal/grieve a reduction in compensation pursuant to the Public Safety Officers Procedural Bill of Rights Act.

- J. A Unit member who holds or has successfully completed the requirement for an Intermediate POST Certificate and has presented this certificate to the Department shall receive additional compensation equal to one percent of regular base pay on a biweekly basis.
- K. A Unit member who holds or has successfully completed the requirement for an Advanced POST Certificate and has presented this certificate to the Department shall receive additional compensation of two percent of regular base pay on a biweekly basis.
- L. If a POST Certificate is earned after an employee's initial employment date with the City of Los Angeles, the additional compensation shall be paid to the Unit member effective on the date of certificate issuance. If a POST Certificate is possessed by an employee upon the employee's initial employment date with the City of Los Angeles, the effective date of the additional compensation shall be the same as the initial appointment date. In no case shall this additional compensation be retroactive to predate the first day of employment.
- M. Additional compensation issued for POST Certificates in this section shall be paid as an "Adds to Rate" and shall be pensionable.
- N. Provisions of this Article shall not be grievable.
- O. All pay, including biweekly salaries, bonuses, and special payments such as uniform allowances, shall be made to each Unit member hired on or after May 12, 2019, by direct deposit. No pay checks shall be issued unless the City Controller or the Department determines that issuing a paycheck would avoid making an untimely payment to an employee or during exigent circumstances.
- P. Commencing June 21, 2020 (pay period 1 of FY2020-21) and ending June 18, 2021 (pay period 26 of FY2020-21), each bargaining unit member shall receive additional compensation in an amount equivalent to two percent of his/her regular base hourly rate. The additional compensation shall be paid biweekly, will be paid as cash and part of regular wages, will be paid as an "Adds to Rate", and will be non-pensionable.

ARTICLE 6.2 LENGTH OF SERVICE PAY

- A. Any Unit member who is employed as a Port Police Officer II or Port Police Officer III shall be eligible for longevity pay based upon the number of years served as a Port Police Officer II or III at the Department.

- B. Upon certification to the City Controller by the Department that a member has completed the prescribed number of years of service at the Department as a Port Police Officer II or Port Police Officer III and that such member's standard of service is satisfactory, such member shall receive compensation in addition to the regular biweekly rate prescribed for the class and pay grade computed as follows:
 - 1. Upon completion of ten years of service and until the completion of 15 years of service, an officer shall receive an amount equal to 2.75% above the top step regular pay hourly rate for Port Police Officer II as calculated by Management.

 - 2. Upon completion of 15 years, an officer shall receive an amount equal to 2.75% (on top of the 2.75% bonus earned for ten to 15 years of service) above the top step regular pay hourly rate for Port Police Officer II as calculated by Management.

- C. A Port Police Officer II or Port Police Officer III shall 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 II or Port Police Officer III does not achieve a satisfactory standard of service, the Port Warden II or his/her designee 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 Port Warden II or his/her designee again certifies that the employee has achieved a satisfactory standard of service.

- D. This additional pay is a pensionable sum and is treated as an "Adds to Rate".

ARTICLE 6.3 CALL BACK PAY

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

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

ARTICLE 6.4 OVERTIME

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

A. Distribution of Overtime

The Department 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, the Department may consider special skills required to perform particular work.

B. Method of Compensation

1. Compensation for overtime worked by Unit members shall be for all hours worked in excess of 80 hours in a pay period including all absences with pay authorized by law. The method of compensation, either cash or time off (book overtime), will be at the discretion of the Department. Overtime compensation (cash or booked) shall be at the rate of one and one-half (1 ½) of the employee's regular base rate of pay and will be accounted for in increments of six minutes. Book overtime must be approved by the Division Head or designee. Accumulation of book overtime is limited to 120 hours per employee. At any time, the Department may direct that any accumulated book overtime be paid in cash. A Unit member may request to receive cash in exchange for book overtime at any time and the decision on the requests are at the sole discretion of the Department.
2. 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, ten hours can be paid in cash or booked (at the discretion of management) and .75 hours shall be paid in cash.

C. Timekeeping Records

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

ARTICLE 6.5 ACTING PAY ASSIGNMENTS

- A. Whenever the Department 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 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 from one fiscal year into a new fiscal year shall not require a new qualifying period for that assignment.

- D. Any determination or decision made by the Department 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.

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.

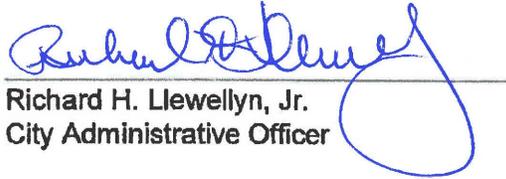
Los Angeles Harbor Port Police
Association Representatives:



Frank Huang
LAPPA

06/11/19
Date

City of Los Angeles
Representatives:



Richard H. Llewellyn, Jr.
City Administrative Officer

06/11/19
Date

As to form:



City Attorney's Office

6/11/19
Date

MOU 38
Salary Appendix A
Operative on June 24, 2018

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3221-1	Port Police Officer I	29.75			\$	62,118
3221-F	Port Police Officer F	31.38			\$	65,521
3221-2	Port Police Officer II	3375	1	\$ 70,470	6	\$ 92,435
3238-0	Port Police Specialist	3375	1	\$ 70,470	6	\$ 92,435
3221-3	Port Police Officer III	3568	1	\$ 74,499	6	\$ 97,718
3222-0	Port Police Sergeant	4429	1	\$ 92,477	6	\$ 121,312

MOU 38
Salary Appendix B
Operative on May 12, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3221-1	Port Police Officer I	30.35			\$	63,371
3221-F	Port Police Officer F	32.01			\$	66,837
3221-2	Port Police Officer II	3529	1	\$ 73,685	6	\$ 96,653
3238-0	Port Police Specialist	3529	1	\$ 73,685	6	\$ 96,653
3221-3	Port Police Officer III	3729	1	\$ 77,861	6	\$ 102,144
3222-0	Port Police Sergeant	4661	1	\$ 97,321	6	\$ 127,660

MOU 38
Salary Appendix C
Operative on July 7, 2019

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3221-1	Port Police Officer I	30.96			\$	64,644
3221-F	Port Police Officer F	32.65			\$	68,173
3221-2	Port Police Officer II	3600	1	\$ 75,168	6	\$ 98,595
3238-0	Port Police Specialist	3600	1	\$ 75,168	6	\$ 98,595
3221-3	Port Police Officer III	3804	1	\$ 79,427	6	\$ 104,191
3222-0	Port Police Sergeant	4755	1	\$ 99,284	6	\$ 130,228

MOU 38
Salary Appendix D
Operative on July 4, 2021

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION			
			STARTING		MAXIMUM	
			STEP	SALARY	STEP	SALARY
3221-1	Port Police Officer I	31.89			\$	66,586
3221-F	Port Police Officer F	33.63			\$	70,219
3221-2	Port Police Officer II	3709	1	\$ 77,443	6	\$ 101,560
3238-0	Port Police Specialist	3709	1	\$ 77,443	6	\$ 101,560
3221-3	Port Police Officer III	3919	1	\$ 81,828	6	\$ 107,364
3222-0	Port Police Sergeant	4899	1	\$ 102,291	6	\$ 134,133

APPENDIX E SALARY NOTES

Note 1 Hazardous Materials Unit Pay

Whenever a Unit member is regularly assigned to the Hazardous Materials Unit and performs hazardous materials work, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This hazardous materials unit pay is an “Adds to Rate” and is pension based.

Note 2 Canine Handler Pay

- A. Whenever a Unit member is regularly assigned as a canine handler, he/she shall receive additional compensation of 11% above his/her corresponding step rate. This canine handler pay is an “Adds to Rate” and is pension based.

- B. A Unit member assigned as canine handler shall be entitled to ten hours of on-duty time (cash) or compensatory time off (CTO), at the discretion of Harbor Department management, at the rate of straight time in each pay period for the purpose of feeding and caring for their assigned dog.

- C. A Unit member assigned as a canine handler with responsibility for two or more canines shall be entitled to 12.5 hours of cash or CTO, at the discretion of Harbor Department management, at the rate of straight time in each pay period for the purpose of feeding and caring for the dogs.

Note 3 Motorcycle Pay

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 11% above his/her corresponding step rate. This motorcycle pay is an “Adds to Rate” and is pension based.

Note 4 Investigations Unit Pay

Whenever a Unit member (1) is regularly assigned to the Investigations Unit, (2) has completed a POST certified Detective training curriculum, and (3) performs detective work in the course of the duties as assigned by the Harbor Department, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This investigations unit pay is an “Adds to Rate” and is pension based.

APPENDIX E SALARY NOTES

Note 5 Maritime Operations Unit Pay

- A. Whenever a Unit member (1) is regularly assigned to the Maritime Operations Unit and (2) works as a Sea Marshall, Coxswain, Dive Team member, or other position as designated by Harbor Department management, he/she shall receive additional compensation of 8.25% above his/her corresponding step rate. This maritime operations unit pay is an “Adds to Rate” and is pension based.
- B. In addition to the provisions of Note 5.A., any Unit member regularly assigned to the Maritime Operations Unit who successfully obtains and possesses a United States Coast Guard License shall receive additional compensation of 2.75% above his/her corresponding step rate. This maritime operations unit pay is an “Adds to Rate” and is pension based.

Note 6 Training Pay—Regularly Assigned

- A. Whenever a Unit member is designated by Harbor Department management as a trainer, he/she shall receive additional compensation of 2.75% above his/her corresponding step rate. This training pay is an “Adds to Rate” and is pension based.
- B. A Unit member who has been designated as a trainer by Harbor Department management under Note 6 shall receive the bonus amount received by the Unit member’s trainee (as provided for in Notes 1 through 5) if he/she is qualified and meets the established criteria of the trainee’s position.

Note 7 Training Pay—Occasionally Assigned

- A. Whenever a Unit member who does not earn additional compensation under Salary Note 6 above is required by Harbor Department management to provide training, regardless of the audience, he/she shall receive \$125 per pay period regardless of the amount of training performed in that particular pay period. This training pay is an “Adds to Pay” and is not pension based.
- B. A Unit member assigned to work as an occasional trainer under this article must qualify to receive additional compensation as provided for in all other salary notes in this MOU and shall not receive additional compensation by virtue of training another employee who

APPENDIX E SALARY NOTES

qualifies for and earns additional compensation under another salary note.

- C. Loss of this pay fur to reassignment or other management decision is not grievable or arbitrable.

Note 8 Daily Assignment Pay

- A. Whenever a Unit member (1) is assigned to the Port Police Dive Team and (2) engages in a dive in any one contiguous shift (regardless of the type of time, i.e., regular or overtime), he/she shall receive \$35.00 for each day so assigned. Unit members assigned to the Port Police Dive Team shall possess a valid certification as a diver and shall pass a Department-approved annual SCUBA medical examination. The costs of said medical examination shall be borne by the Harbor Department. Said medical examination shall occur during regular duty hours.
- B. Whenever a Unit member (1) is assigned to the Air Operations Unit in any one contiguous shift (regardless of the type of time, i.e., regular or overtime) and (2) acts as an aerial observer in a helicopter during that shift, he/she shall receive \$35.00 for each shift so assigned.
- C. Whenever a Unit member (1) performs hazardous materials inspection work in any one contiguous shift (regardless of the type of time, i.e., regular or overtime) and (2) completes a minimum of one Tank Vessel Inspection Report, Harbor Facility Inspection Report, or Preliminary/Post Hazardous Materials Incident Report, he/she shall receive \$35.00. To be eligible to receive the daily rate pay, unit members shall (1) have conducted at least one inspection during his/her work shift and (2) submit the completed report(s) to Management prior to his/her end of watch. Unit members shall receive the daily rate pay upon Management's review and approval of the completed report(s). The total maximum amount paid to the unit member for any one shift shall be \$35.00, even if the unit member completes more than one report during any one work shift. Credit for reports resulting from the same inspection shall not be saved, transferred, and/or utilized from one work shift to the next. Unit members shall wear all appropriate safety gear/equipment provided by Management to perform the inspections.
- D. All daily rate pay provisions contained in Note 7 are adds to pay and are not pension based. Bonus amounts provided for in Salary Notes

APPENDIX E SALARY NOTES

7.A, 7.B, and 7.C are mutually exclusive, i.e., a Unit member shall be eligible to receive only one \$35 payment per shift for performing one or more duties described.

Note 9 Maritime Law Enforcement Training Certification Pay

- A. Whenever a unit member (1) has successfully completed all relevant and required course work and has earned and been issued a Maritime Law Enforcement Certificate, (2) is not regularly assigned to the Maritime Operations Unit, and (3) is not receiving Maritime Operations Unit Pay as provided for in Note 5 above, and (4) under normal circumstances and whenever possible, is rotated periodically by the Department through patrol boats, he/she shall receive additional compensation of \$76.00 biweekly. Effective July 7, 2019, additional compensation under this Salary Note shall be five dollars per hour.
- B. This additional compensation is an “Adds to Pay” and is not pension based. Effective July 7, 2019, this additional compensation shall be an “Adds to Rate” and shall be pensionable.

Note 10 Community Relations/Special Event Pay

Whenever a Unit member is assigned to the Port Police Community Relations/Special Events Unit, he/she shall receive additional compensation of 5.5% above his/her corresponding step rate. This community relations/special events unit pay is an “Adds to Rate” and is pension based.

Note 11 Stand By Pay

Whenever a Unit member, during their off-duty hours, is required by the Chief of Police, his designee, or immediate supervisor, to standby, he/she will receive one hour of compensation for every six hours of time that he/she is required to standby. As used herein, "standby" means that the employee must be reachable by telephone, answering service, or answering machine and must upon contact respond to a work location within one hour. This bonus is an “Adds to Pay” and is not pension based.

Note 12 In order to receive any additional compensation under Notes 1 through 11 listed in this appendix, a Unit member shall be (1) required to maintain any and all proper certification(s) and (2) assigned by Harbor Department management. In the event that either condition is not valid, the Unit member

**APPENDIX E
SALARY NOTES**

shall no longer be eligible for the additional compensation. Loss of eligibility is not grievable.

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

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

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

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

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

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

Post-Accident Testing

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

The tests will be conducted as soon as practicable after the incident and the Sworn Officer will be accompanied to the test location by the Port Warden or his/her designee.

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

The testing procedure to be followed is described in Attachment #1.

Random Testing

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

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

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

Periodic Testing

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

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

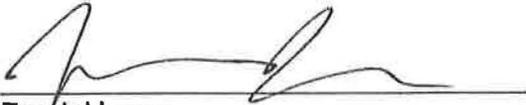
Reasonable Cause Testing

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

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

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

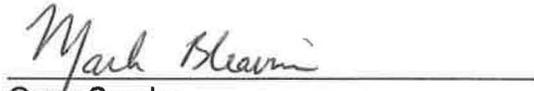
FOR THE ASSOCIATION:



Frank Huang
LAPPA

06/11/19
Date

FOR THE DEPARTMENT:



Gene Seroka
Executive Director

6-12-19
Date

APPENDIX F — DRUG TESTING AGREEMENT
Attachment #1

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

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

APPENDIX F — DRUG TESTING AGREEMENT

Attachment #2

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

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

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

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

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

APPENDIX F — DRUG TESTING AGREEMENT

Attachment #2

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

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

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

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

APPENDIX F — DRUG TESTING AGREEMENT

Attachment #3

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

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

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

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

APPENDIX F — DRUG TESTING AGREEMENT

Attachment #3

Urine Collection and Chain of Custody Procedure for Drug Screening

Informed Consent

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

Urine Collection

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

Chain of Custody

1. In the presence of the employee, the medical assistant will cap the bottles and place a tamper-proof seal over each cap.
2. The employee will initial the label on each bottle and sign the Chain of Custody form indicating that the urine sample is his/her own, was sealed in his/her presence, and the specimen bottles were initialed by him/her.
3. The medical assistant then certifies the date of the urine collection on the Chain of Custody form and signs a statement that the sample was duly sealed, the sample bottle bear the initials of the employee, and the employee's signature was witnessed.

APPENDIX F — DRUG TESTING AGREEMENT

Attachment #3

4. At this time, the employee is given the opportunity to declare all drugs (prescription, over-the-counter, etc.) used over the past 30 days, and this is recorded on the Chain of Custody form.
5. A copy of the Chain of Custody form is put inside a plastic bag with each bottle and the specimens are placed under refrigeration. The first bottle will be picked up and delivered by the courier to the laboratory.
6. When picking up the specimens, the courier will check the urine sample bottles to ensure they are in good condition and the seals are still intact. The courier will document this information on each Chain of Custody form and deliver the samples with the Chain of Custody forms to the laboratory.
7. The laboratory technologist/technician assigns an individual accession number to each sample and records the number, date and time received, and his/her name on the Chain of Custody form.
8. The technologist/technician also documents on the Chain of Custody form whether the sample was received in good condition with the seal intact. Should a seal be broken, testing procedures would not be conducted and a second urine sample will be requested.
9. Testing of a urine sample is begun by breaking the seal on the bottle and removing a portion of the sample for testing. The original sample bottle with the remainder of the specimen is immediately placed in a locked storage container.

APPENDIX G

TIME CONVERSION FOR WORK HOURS

The following table shall be used to convert specified time periods from days to hours. All other provisions of the applicable Articles contained in this MOU remain the same.

Benefit Time Expressed in Days and Hours

Type of Time	Days	Hours
Family Illness		
Injured On Duty ¹		
Preventative Medicine ²	1	8
Sick Leave		
Suspension		
Vacation		
Military Leave ³	30	174
Bereavement Leave ⁴		
Per occurrence	3	N/A
Requiring 1,500+ miles of travel	2	N/A

1 The maximum number of hours in a fiscal year is 2,088.

2 Includes employee's family and is not in addition to sick leave. See Article 5.8.

3 The maximum number of hours in a fiscal year is 174.

4 Bereavement Leave is counted in days, not hours, and must be used within 370 days from the day of death.