

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING
THE PORT PILOTS REPRESENTATION UNIT
(MOU #26)**

**AMENDMENT NO. 1 to Memorandum of Understanding
made and entered into this 15th day of October, 2025**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

THE LOS ANGELES PORT PILOT ASSOCIATION, ILWU, LOCAL 68

June 25, 2017 through December 23, 2028

MOU AMENDMENT NO. 1
THE LOS ANGELES PORT PILOT ASSOCIATION (MOU #26)

The Los Angeles Port Pilots Association and the City of Los Angeles have reached an agreement regarding the following MOU amendments:

The following Article 22-Vacations is amended as follows:

ARTICLE 22 VACATIONS

Management's present practices with regard to vacations will be continued during the term of this MOU in accordance with LAAC Section 4.244-4.256, with the following exceptions:

- A. Notwithstanding the Los Angeles Administrative Code and the above, a "day" for the purpose of determining the vacation provisions for employees in this Unit shall be equal to eight (8) hours. All absences of employees in this Unit shall be charged on an hour-charged-for-an-hour-absent basis.
- B. In addition to the above-mentioned "day" provisions in Section A of this Article, the parties agree that when a regular employee of this Unit takes their earned vacation in a two-week, 84 hour pay period, said employee shall only be charged for 80 hours vacation used.
- C. The parties also agree that should the employees in this Unit have their 84 hour biweekly work period changed to a different schedule, the provisions of Section B of this Article shall not apply.
- D. Effective June 29, 2025, when an employee uses absences with pay authorized by this MOU and/or law, for the entirety of a pay period, the employee shall only be required to record 80 hours of time. When an employee uses absences with pay authorized by law and also records hours worked in the same period, the employee shall record 12 hours worked and 12 hours of absences with pay authorized by law to cover each regularly scheduled day of work for a total of 84 hours in the pay period. Attachment B provides examples.

Notwithstanding the provisions of LAAC Section 4.245, each employee in this Unit who has completed their 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:

Years of Service Complete	Number of Vacation Days	Monthly Accrual Rate In Hours/Minutes
1	21	14.00
2	22	14.40
3	23	15.20
4	24	16.00
5	25	16.40

Effective October 25, 2020, employees may be permitted to accumulate vacation time not to exceed three (3) annual vacation periods upon the approval of the appointing authority, and no vacation hours shall be permitted to accrue in excess of the maximum three (3) annual vacation periods. The table below illustrates maximum accrual amounts.

MOU 26 Vacation Accruals (Effective October 25, 2020)			
Completed Years of Service	Monthly Accrual Rate In Hours/Minutes	Annual Vacation Accruals	
		Number of Days	Maximum Hours
1	14.00	21	168
2	14.40	22	344
3	15.20	23	600
4	16.00	24	600
5	16.40	25	600

The following Article 24 Sick Leave is amended as follows:

ARTICLE 24 SICK LEAVE

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

- A. Notwithstanding the LAAC and the above, a "day" for the purpose of determining the sick leave provisions for employees in this Unit shall be equal to eight (8) hours. All absences of employees in this Unit shall be charged on an hour-charged-for-an-hour-absent basis.
- B. In addition to the above-mentioned "day" provisions, in Section A. of this Article, the parties agree that when a regular employee of this Unit is absent due to sick leave during a full two-week, 84 hours pay period, said employee shall only be charged for 80 hours sick leave used.

C. The parties also agree that should the employees in this Unit have their 84 hour biweekly work period changed to a different schedule, the provisions of Section B. of this Article shall not apply.

D. Effective June 29, 2025, when an employee uses absences with pay authorized by this MOU and/or law, for the entirety of a pay period, the employee shall only be required to record 80 hours of time. When an employee uses absences with pay authorized by law and also records hours worked in the same period, the employee shall record 12 hours worked and 12 hours of absences with pay authorized by law to cover each regularly scheduled day of work for a total of 84 hours in the pay period. Attachment B provides examples.

E. Sick leave may be used for the following purposes: diagnosis, care, or treatment of a health condition, or preventive care, of an employee, or an employee's designated person, as defined in this Article, or an employee's immediate family member, as defined in the Family Illness article of this MOU. For purposes of this Article, "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to only one designated person per 12-month period.

F. Any unused balance of sick leave at 100% of full pay at the end of any calendar year shall be carried over and accumulated from one (1) calendar year to the next up to a maximum of 800 hours. However, any unused sick leave at 100% of full pay remaining at the end of any calendar year, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall be compensated by a cash payment of 50% of the employee's salary rate current at the date of payment as soon as practicable after the end of each calendar year.

G. Effective December 31, 2023, an Excess Sick Payout Pilot Program (ESPPP) shall be created whereby, at the end of calendar years 2023, 2024, 2025, 2026, 2027, and 2028, any unused balance of sick leave at 100% of full pay remaining at the end of each of those calendar years, which, if added to an employee's accumulated sick leave at 100% of full pay, will exceed 800 hours, shall, as soon as practicable after the end of each of those calendar years, be compensated by a cash payment of 100% of the salary rate current at the end of the pay period containing the date of December 31.

H. Upon expiration of the ESPPP, the City shall revert to the payout provision as specified in the first paragraph of Section C above, which provides for cash payment of 50% of the salary rate current at the date of payment.

The following Article 25 Family Illness is **amended** as follows:

ARTICLE 25 FAMILY ILLNESS

The practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127 (Allowance for Leave for Illness in Family). The aggregate number of working days allowed in any one calendar year with full pay shall not exceed fifteen (15) eight-hour days taken in daily increments. For the purpose of determining the family illness provisions for employees in this Unit, a "day" shall equal eight (8) hours. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days of family illness sick leave.

Effective June 29, 2025, when an employee uses absences with pay authorized by this MOU and/or law, for the entirety of a pay period, the employee shall only be required to record 80 hours of time. When an employee uses absences with pay authorized by law and also records hours worked in the same period, the employee shall record 12 hours worked and 12 hours of absences with pay authorized by law to cover each regularly scheduled day of work for a total of 84 hours in the pay period. Attachment B provides examples.

Notwithstanding the definition contained in LAAC Section 4.127, the definition of "immediate family" shall include: the father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, foster child, foster parent, great/grandparents, great/grandchildren, step-parents, step-children of any employee of the City, the domestic partner of the employee, a household member (any person residing in the immediate household of the employee at the time of the illness or injury), a designated person (as defined in Article 24) and the following relatives of an employee's domestic partner: child, grandchild, mother, and father.

Any employee claiming a domestic partner for purposes of the Article shall have a prescribed City Affidavit of Domestic Partnership form or a registered State of California Declaration of Domestic Partnership form on file in the Employee Benefits Office, Personnel Department, which identifies that individual as the employee's domestic partner. No affidavit is required to secure family illness benefits arising from the illness or injury of a household member.

- * Notwithstanding the provisions of LAAC Section 4.127, employees who are not otherwise subject to attendance monitoring shall not be required to submit a doctor's note for the first day's usage of family illness or for the use of one day of family illness.

The following Article 35 Work Schedules/Salaries is **amended** as follows:

ARTICLE 35 WORK SCHEDULES/SALARIES

Consistent with the Scheduling Letter of Intent attached to and made part of this MOU, a Port Pilots' regular work schedule consists of seven (7) 12-hour watch shifts for a total of 84 hours in a biweekly pay period.

Effective June 29, 2025, when an employee uses absences with pay authorized by this MOU and/or law, for the entirety of a pay period, the employee shall only be required to record 80 hours of time. When an employee uses absences with pay authorized by law and also records hours worked in the same period, the employee shall record 12 hours worked and 12 hours of absences with pay authorized by law to cover each regularly scheduled day of work for a total of 84 hours in the pay period. Attachment B provides examples.

Salaries for classifications represented in this bargaining Unit are set forth in Salary Appendices and shall be operative on the dates specified during the term of this MOU. Pursuant to Article 36 (Overtime) of this MOU, Port Pilots are FLSA-exempt employees and are therefore record and their salary compensates them for 80 regular work hours and/or work-related hours, e.g., vacation time, in a biweekly pay period.

Biweekly salaries listed in the Salary Appendices are computed by multiplying hourly salary rates by 80. Full pay for a regular 84-hour work schedule is represented in amounts paid in biweekly increments that are listed in Salaries Appendices in this MOU.

Upon initial hire to the City of Los Angeles, a Port Pilot I (class code 5151-1) shall serve a 24-month probation period as a Port Pilot I. Upon successful completion of said probation period, a Port Pilot I shall promote to the classification and pay grade of Port Pilot II (5151-2).

All compensation, including biweekly salaries, bonuses, and special payments, shall be made by direct deposit to each Unit member hired on or after January 10, 2021. No physical paper paychecks shall be issued unless the City Controller or the Department determines that issuing a physical, paper paycheck would avoid making an untimely payment to an employee or during exigent circumstances.

The following Article 39 Holiday Premium Pay is amended as follows:

ARTICLE 39 HOLIDAY PREMIUM PAY

A. Notwithstanding any provisions of LAAC Section 4.119 (Legal Holidays for Employees) that may conflict, the following days shall be treated as holidays:

1. New Year's Day (January 1)
2. Martin Luther King Jr.'s Birthday (the third Monday in January)
3. Washington's Birthday (the third Monday in February)
4. Cesar E. Chavez Birthday (the last Monday in March)
5. Memorial Day (the last Monday in May)
6. Juneteenth (June 19)
7. Independence Day (July 4)
8. Labor Day (the first Monday in September)
9. Indigenous Peoples' Day (the second Monday in October)
10. Veteran's Day (November 11)
11. Thanksgiving Day (the fourth Thursday in November)
12. The Friday after Thanksgiving Day
13. Christmas Day (December 25)
14. Any day or portion thereof declared to be a holiday by proclamation of the Mayor, and the concurrence of the Council by resolution.

B. An employee who works on any holiday listed in Article 37 A. of this MOU will be compensated one hour of premium pay for each hour worked during the Unit member's regular schedule. The premium pay provided in this Article shall be in addition to the compensation paid for regular hours worked. Premium pay shall be submitted as straight time equal to the actual hours worked. For example: If a Unit member, who is regularly assigned to work a twelve hour shift on Independence Day (July 4), actually works their twelve hour shift, the member shall receive twelve hours of additional ("premium") compensation at their regular hourly rate listed in the appropriate salary appendices of this MOU, for a total of 24 hours of compensation at the Unit members regular rate of pay. The additional compensation described above is "premium pay". Overtime worked on a holiday listed above shall be paid at the rate of time and one-half of the hourly rate listed in the appropriate salary appendices of this MOU. In order to qualify for holiday premium pay, an employee must have (1) worked their assigned shift immediately before, and their assigned shift immediately after the holiday, or (2) prior to such holiday Management has authorized the employee to take paid leave time off in lieu of the requirement to work said shifts. Any employee who fails to meet these requirements will be paid at the rate of one hour for each hour worked.

C. For the purposes of administering this Article, holidays shall be deemed to coincide with the shift starting and ending times. An employee will therefore be entitled to the provisions of this Article only if their actual shift starting time falls on the holiday.

D. Management shall have the sole authority and responsibility to determine whether the compensation for any holidays worked shall be in cash or paid leave time off.

Holiday-In-Lieu Bank

E. In addition to annual vacation benefits provided for in Article 22 of this MOU, each Unit member shall be credited with 112 hours of time off in lieu of holiday time ("Holiday Time") on January 1st of each calendar year. This additional benefit is provided as a replacement for holiday benefits that were modified. Unit members that are not active on payroll on January 1st shall receive a monthly prorated amount of 112 hours of time off in lieu of holiday time illustrated in the chart below.

TIME OFF IN LIEU OF HOLIDAY TIME	
Start of Employment	Credited Hours
January	112
February	103
March	94
April	85
May	76
June	67
July	58
August	49
September	40
October	31
November	22
December	13

F. At the end of each calendar year, each bargaining Unit member shall be paid for the lesser amount of 80 hours or all unused time remaining in the Holiday Time bank. For example, if the member has 50 hours of unused Holiday Time at the end of the calendar year, payment shall be made for 50 hours of time; if the member has 90 hours, payment shall be made for 80 hours. Time shall be paid at the Unit member's base hourly rate of pay listed in the salaries appendix of this MOU that covers the specific point in time of payment.

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

1. Management shall establish a separate bank of Holiday Time for each bargaining Unit member in which time shall be credited as described above in this Article.

2. The request and authorization to use Holiday Time shall be made and granted consistent with practices for using and granting the use of other compensated leave, e.g., vacation time, compensated time off.
3. Holiday Time must be used in hourly increments.
4. Holiday Time must be taken during the calendar year in which it is credited. All unused Holiday Time shall be processed in accordance with procedures outlined in F above.
5. Holiday Time shall not be utilized to extend the date of any layoff or termination.

H.

Effective June 29, 2025, when an employee uses absences with pay authorized by this MOU and/or law, for the entirety of a pay period, the employee shall only be required to record 80 hours of time. When an employee uses absences with pay authorized by law and also records hours worked in the same period, the employee shall record 12 hours worked and 12 hours of absences with pay authorized by law to cover each regularly scheduled day of work for a total of 84 hours in the pay period. Attachment B provides examples.

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THE LOS ANGELES PORT PILOT ASSOCIATION (MOU #26)**

Except for the amendments specified herein, all other Articles and/or provisions of the 2017-2028 MOU No. 26 shall remain in full effect during the term of the June 25, 2017 – December 23, 2028, MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the 2017-2028 Memorandum of Understanding the day, month, and year first above written.

FOR THE UNION:



Elizabeth Silver, Representative
LAPPA

10/7/2025

Date

FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

10/14/2025

Date

Approved as to Form and Legality:



Ulysses L. Aguayo
Office of the City Attorney

October 6, 2025

Date