

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING NO. 24
POLICE OFFICERS, LIEUTENANT AND BELOW
REPRESENTATION UNIT**

**THIS AMENDMENT NO. 1 to the 2019-2024 Police Officers, Lieutenant and Below
Representation Unit Memorandum of Understanding No. 24 is made and entered
into
this 25th day of August, 2022**

BY AND BETWEEN

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED
HEREIN (hereinafter referred to as "Management")**

AND THE

**THE LOS ANGELES POLICE PROTECTIVE LEAGUE
(hereinafter referred to as "LAPPL")**

AMENDMENT NO. 1

**POLICE OFFICERS, LIEUTENANT AND BELOW REPRESENTATION UNIT
2019-2024 MEMORANDUM OF UNDERSTANDING (MOU) NO. 24**

This Amendment to MOU 24 outlines the agreement reached by the parties in amending the 2019-2024 MOU to reduce the term of the MOU and to modify Articles 1.2, 1.3, 3.2, 6.3, 7.10, and Letters of Agreement as described below.

The following underlined language shall amend Section A of Article 1.2, as follows:

ARTICLE 1.2 TERM

A. The term of this Memorandum of Understanding (MOU) shall commence on the date when the terms and conditions of its effectiveness, as set forth in Article 1.4, Approval of Memorandum of Understanding, are fully met, but in no event shall said MOU become operative prior to 0001 on August 1, 2019. This MOU shall expire and otherwise be fully terminated at 2400 on July 1, 2023; however, noneconomic provisions and economic provisions without a specific ending date shall remain in full force and effect during the meet and confer process leading to a successor agreement.

All other provisions of Article 1.2 remain unchanged.

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

The following underlined language shall amend Section A of Article 1.3, as follows:

A. A written request to commence meet and confer sessions for a successor MOU shall be submitted by the requesting party during the period from February 1, 2023, through March 31, 2023.

All other provisions of Article 1.3 remain unchanged.

ARTICLE 3.2 UNIFORM, MAINTENANCE AND EQUIPMENT ALLOWANCE

Article 3.2 shall be amended by deleting the stricken language listed in Section A, as follows:

A. The City will provide a cash payment of:

- \$1,525 in July 2020;
- \$1,525 in July 2021;
- \$1,525 in July 2022; and,
- \$1,525 in July 2023,
- ~~\$1,525 in July 2024~~

to eligible employees in the Unit. The payment will cover the cost of uniform replacement, maintenance and other professional expenses and shall be applicable to the prior fiscal year.

All other provisions of Article 3.2 remain unchanged.

ARTICLE 6.2 ACCUMULATED OVERTIME

Article 6.2 (B) (7) shall be deleted in its entirety.

B. "Current" Overtime Hours

Beginning at 0001 hours on August 4, 2019, all overtime hours worked and credited to a sworn employee's account shall be subject to the following provisions:

- ~~7. Effective July 1, 2024, the accumulated overtime hours in each employee's "current" bank will be transferred to the "old" bank and the balance of the "current" bank will reset at zero.~~

All other provisions of Article 6.2 remain unchanged.

ARTICLE 7.10 HEALTH INSURANCE

Article 7.10 (B)(4) shall be amended as follows:

B. Management's monthly health subsidy will be as follows:

- ~~4. Operative July 1, 2022, or on the date that this MOU was amended pursuant to the cover page of this MOU, whichever is later, Management will provide a monthly subsidy not to exceed \$1,689.83 per month. Beginning in January, 2022, the parties shall meet and confer to establish the monthly subsidy amount for the next fiscal year beginning July 1, 2022. The previously established formula for the plans years beginning July 1, 2020 and July 1, 2021 provided for an increase in the health care subsidy by a percentage commensurate with the percentage increase of the Police 72 MOU24-24 Blue Cross/Prudent Buyer PPO Family Plan rate not to exceed 5%. In no case shall the subsidy amount be lowered from the prior year level.~~

Article 7.10 (B)(5) shall be deleted in its entirety.

B. Management's monthly health subsidy will be as follows:

- ~~5. Beginning in January, 2023, the parties shall meet and confer to establish the monthly subsidy amount for the next fiscal year beginning July 1, 2023. The previously established formula for the plans years beginning July 1, 2020 and July 1, 2021 provided for an increase in the health care subsidy~~

~~by a percentage commensurate with the percentage increase of the Police Blue Cross/Prudent Buyer PPO Family Plan rate not to exceed 5%. In no case shall the subsidy amount be lowered from the prior year level.~~

The following underlined language shall be added to Article 7.10 as subsection (C)(4), as follows:

C. The City will apply this sum first to the employee's coverage consistent with the operative dates specified in subsection B. above. The amount to be applied to the employee-only coverage will be the actual amount required, but not to exceed:

4. \$1,140.07 for Fiscal Year 2022-2023.

All other provisions of Article 7.10 remain unchanged.

The following Letters of Agreement attached to MOU 24 require amending of all references from "2019-2024" to "2019-2023".

- Budget and Finances
- Retirement Incentive Pay

Except for the Articles and provisions amended herein, all other Articles, provisions and Appendices of the 2019-2024 MOU 24 shall remain in full force and effect during the term of the MOU.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 24 to the 2019-2024 MOU No. 24 the day, month, and year written below.

FOR THE UNION:



Craig Lally, President
Los Angeles Police Protective League

August 22, 2022
Date

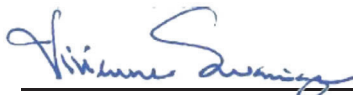
FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

August 25, 2022
Date

Approved as to form and legality:



Office of the City Attorney

August 25, 2022
Date

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

CFN 12-0653

Date: August 25, 2022

To: The City Council

From: Matthew W. Szabo, City Administrative Officer

Subject: **2019-2023 MEMORANDUM OF UNDERSTANDING (MOU) FOR THE POLICE OFFICERS, LIEUTENANT AND BELOW REPRESENTATION UNIT (MOU 24) — TENTATIVE AGREEMENT AND MOU AMENDMENT NO. 1****RECOMMENDATIONS**

The City Administrative Officer (CAO) recommends the following actions by the City Council:

1. Approve the attached Tentative Agreement with the Los Angeles Police Protective League (LAPPL) representing the Police Officers, Lieutenant and Below representation unit regarding a reopener of the Memorandum of Understanding (MOU) to discuss salaries and benefits; and
2. Approve the attached Amendment No. 1 to MOU 24 that would codify the provisions of the attached Tentative Agreement; and
3. Authorize the Controller and the CAO to correct any clerical errors in the MOU, or make necessary technical corrections subsequent to City Council approval.

SUMMARY

In March 2021, the City Council approved an agreement with LAPPL to modify the terms and conditions contained in the 2019-2023 MOU, including but not limited to extending the term of the MOU (through June 2024) and deferring scheduled base wage increases. This resulted in the agreement between LAPPL and the City to reopen the MOU to engage in discussions about wages and benefits.

At the direction of the Executive Employee Relations Committee (EERC), this Office met with LAPPL from May through July 2022. In accordance with EERC instructions, a Tentative Agreement has been reached with LAPPL for the Police Officers, Lieutenant and Below representation unit.

As part of the March 2021 MOU amendment, LAPPL agreed to defer two base wage increases (3% from January 2022 to January 2023; 1.5% from June 2022 to January

2023). The proposed Tentative Agreement provides (1) an increase from 2% to 5% in Fiscal Year 2022-23 for healthcare subsidy payments paid directly to the Los Angeles Police Relief Association for active bargaining unit members; (2) a cash deferred-wage restoration equal to 1.4% of each active bargaining unit member's annual salary; (3) a 4.5% non-pensionable, biweekly bonus, paid from June 19 through December 31, 2022, for all employees who are not participating in the Retirement Incentive Program; and, (4) an amended MOU termination date of July 1, 2023.

FISCAL IMPACT

The General Fund impact of the MOU 24 Salary Reopener Tentative Agreement will be a total of approximately \$44.51 MM in FY2022-23.

MWS:MCB:PAG:SAO:0723032

Attachments