#### AMENDMENT NO. 3

#### MEMORANDUM OF UNDERSTANDING NO. 25 POLICE OFFICERS, CAPTAIN AND ABOVE REPRESENTATION UNIT

THIS AMENDMENT NO. 3 to the 2019-2024 Police Officers, Captain and Above Representation Unit Memorandum of Understanding No. 25 is made and entered into this <u>2<sup>nd</sup></u> day of June 2023

BY AND BETWEEN

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

AND THE

THE LOS ANGELES POLICE COMMAND OFFICERS ASSOCIATION (hereinafter referred to as "LAPD COA")

## AMENDMENT NO. 3 POLICE OFFICERS, CAPTAINS AND ABOVE REPRESENTATION UNIT (MOU NO. 25)

The Los Angeles Police Command Officers Association and the City of Los Angeles have reached agreement on the following MOU amendments.

# ARTICLE 4.2 UNUSUAL DUTY AND HOLIDAY COMPENSATION

In the event an employee is ordered to work on the employee's scheduled day off, regular holiday or vacation day because of a declared natural disaster, emergency or mobilization, he/she shall be compensated in cash at the straight time rate for all hours worked.

The City has an interest in reducing all of its unfunded liabilities to the extent possible and shall include in its list of priorities buying down any compensated time banks associated with this article. However, the City makes no commitments on the amount of time that shall be reduced through a buydown.

Any employee who reports for duty on any of the following days shall receive a payment of \$250. However, an employee shall not be entitled to receive this payment if he/she is compensated in accordance with the paragraph above.

- New Year's Day
- Easter
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

In the event any employee is ordered to work on a prescheduled vacation day(s), it shall be the employee's option to remain on vacation status and receive straight time in addition to vacation pay, or return to regular duty status. In the event the employee returns to regular duty status, the Department is under no obligation to reschedule the vacation during the current calendar year but may do so, pursuant to Manual Section 3/726.70, if it does not impact the ability to maintain adequate deployment at all levels of rank.

## AMENDMENT NO. 3 POLICE OFFICERS, CAPTAINS AND ABOVE REPRESENTATION UNIT (MOU NO. 25)

# ARTICLE 6.2 HOLIDAYS

Each employee shall receive fourteen days off in lieu of holidays during each calendar year.

Notwithstanding the above paragraph, whenever a special holiday is declared by proclamation of the Mayor with City Council concurrence, the Chief of Police is hereby authorized to grant each employee a day off with full pay. Such day off may be allowed either on the same day that is declared a special holiday by the Mayor and the City Council or on any subsequent day at the discretion of the Chief of Police.

Except for the amendment made herein, all other Articles and/or provisions of the 2019-2024 MOU No. 25 shall remain in full force and effect during the term of the MOU.

#### AMENDMENT NO. 3 POLICE OFFICERS, CAPTAINS AND ABOVE REPRESENTATION UNIT (MOU NO. 25)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

FOR THE UNION:

Marc Reina, President LAPCOA

s/2s

FOR THE CITY:

Matthew W. Szabo City Administrative Officer

June 2, 2023

Date

# Approved as to form and legality:

Office of the City Attorney

June 2, 2023 Date

MOU25-24 Amendment No.3