

AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING NO. 24

**POLICE OFFICERS, LIEUTENANT AND BELOW
REPRESENTATION UNIT**

**This AMENDMENT NO. 1 to the MEMORANDUM OF UNDERSTANDING
made and entered into this 27th day of August, 2015**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

THE LOS ANGELES POLICE PROTECTIVE LEAGUE

July 1, 2014 through June 30, 2018

ARTICLE 3.2, paragraph B. – Uniform, Maintenance and Equipment Allowance, is amended as follows:

- B. To be eligible for this benefit, an employee must have successfully completed basic recruit training. Note: Any Municipal Police Officer who was granted a Charter Section 1014 transfer to the class of Police Officer between July 1, 2014 and June 30, 2015, shall be entitled to receive the payment scheduled for July 2015.

- G. Effective June 1, 2015, the cost of additional uniform items for members of the Honor Guard will be paid for by City funds allocated for the purchase of uniforms and equipment through the submission of a Form 15.11 Requisition to the Supply Section, Fiscal Operations Division, and approval by the Assistant to the Director, Office of Administrative Services.

ARTICLE 5.1 – Salaries, is amended as follows:

The salaries and longevity payments shown in the Appendices listed below will be operative on the following dates:

Appendices A-1 thru 2	July 1, 2014
Appendices B-1 thru 2	January 1, 2015
Appendices C-1 thru 2	<u>June 26, 2016</u> July 3, 2016
Appendices D-1 thru 2	July 9, 2017
Appendices E-1 thru 2	January 7, 2018

Note: The operative dates for Appendices C, D and E coincide with the beginning of payroll periods.

ARTICLE 6.9, paragraph A. - Compensation for Medical Examinations, is amended as follows:

- A. When Management determines that it is impracticable to schedule medical examinations and treatment on duty, an employee, notwithstanding the provisions of Articles 4.1, 4.2, 6.1, and 6.2, will receive four (4) hours straight time compensation regardless of the length of treatment. At the discretion of the commanding officer, when an employee's medical examination or treatment falls at the beginning or end of a scheduled work assignment, an employee may be granted a combination of on-duty and straight time compensation for a total of four (4) hours ~~two (2) hours of on-duty time and two (2) hours of straight time compensation~~ for the same medical examination and treatment.

ARTICLE 7.6 – Sick Leave Usage, is amended to add paragraph D. as follows:

- D. No sick leave at partial pay shall be used by any employee unless and until all sick leave with full pay to which the employee is entitled has been used.

ARTICLE 7.10, paragraph C. – Health Insurance, is amended as follows:

- C. The City will apply this sum first to the employee's coverage. The amount to be applied to the employee-only coverage will be the actual amount required, but not to exceed ~~\$830.00~~ ~~\$750.00~~ per month for Fiscal Year 2015-16, ~~\$870.00~~ ~~\$790.00~~ per month for Fiscal Year 2016-17, and ~~\$910.00~~ ~~\$830.00~~ per month for Fiscal Year 2017-18.

ARTICLE 8.4, paragraphs A.5.c. and A.5.d. – Grievance Procedure, are amended as follows:

A. 5. Step 5 – Arbitration

- c. If there is a dispute as to the arbitrability of a grievance, the parties will resolve this dispute by submitting only the question of arbitrability to an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board. The arbitrator shall issue a bench decision as to the arbitrability of the grievance at a one-day hearing. This bench decision must be followed up with a written decision within thirty (30) days. If the arbitrator rules that a grievance is arbitrable, the grievance will proceed with a different arbitrator in accordance with the below provisions.
- d. If written notice is served, or an arbitrator rules that a grievance is arbitrable under the provisions of paragraph c.. above, the parties shall meet for the purpose of selecting an arbitrator from a list of seven arbitrators furnished by the Employee Relations Board, within seven calendar days following receipt of said list.

ARTICLE 9.3 – Purpose of Administrative Appeal Hearings, is amended to add paragraph D. as follows:

D. Categorical Use of Force Adjudications of Administrative Disapproval – Extensive Retraining

The purpose of an administrative appeal hearing for a Categorical Use of Force Adjudication of Administrative Disapproval – Extensive Retraining is to provide the employee an opportunity to appeal the Department's action. The Department shall bear the burden of proof to establish by a preponderance of evidence that the Department's action should remain.

ARTICLE 9.4, first paragraph – Selection of Hearing Officer; Responsibilities, is amended as follows:

The hearing officer shall be a civilian member of the Police Commission's approved list of hearing officers. The selection of the hearing officer shall be completed within five business days of the date the employee requests a hearing. The Police Commission staff shall conduct a random selection of five names from the approved list and provide those names to the Department Advocate. The selection of the hearing officer shall be done in accordance with Section 176 of the Board of Rights Manual dated October 2005.

The selection shall be done by a striking process with each party having two strikes. The Department shall strike first; then the employee until only one name is left. That person shall be the hearing officer.

ARTICLE 10.1, second paragraph - Right to Representation, is amended as follows:

Any interview of an employee in connection with an investigation that the employee reasonably believes may result in disciplinary action against the employee, will entitle the employee to a representative of the employee's choice. The employee has the right to choose a representative, subject only to reasonable consideration of the representative's availability and the urgency of the investigation. The representative may be a Department employee from the rank of lieutenant or below, or legal counsel (at the employee's expense), or both. a League Director, or a combination of no more than two of the above. A Director of the League shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any non-criminal information received from any employee under investigation or obtained as a representative of that employee in relation to employment matters. This does not apply if the Director is a percipient witness to criminal acts under investigation.

APPENDIX G, paragraphs A. and D.17., D.18., D.19., and D.26. – Longevity, Assignment, Special and Hazard Pay, are amended as follows:

A. Length of Service Pay

Any employee of the Unit who is employed as a Police Officer, regardless of pay grade, shall be eligible for longevity pay based upon the aggregate number of years he or she has served as an employee of the Unit. For the purpose of computing such aggregate service, any employee shall be deemed to have been in the service of the Police Department during any period of disability retirement under Charter Sections 1310, 1312, 1412, 1506, or 1606. In addition, pursuant to a prior agreement, effective November 1, 2015, any employee who received a Charter Section 1014 transfer from the classification of Municipal Police Officer to Police Officer shall have their time as a Municipal Police Officer count towards eligibility to receive longevity pay pursuant to this paragraph. Such longevity pay shall be made subject to the following conditions:

1. Upon the certification to the Controller by the Chief of Police that an employee of the Unit has completed the prescribed number of aggregate years of service ~~as an employee of the Police Department~~ and that such employee's standard of service is satisfactory, such employee shall

receive compensation in addition to the regular salary prescribed for his or her class and pay grade to be computed as follows:

- (a) Upon completion of ten and until the completion of 15 years of aggregate service, an amount equal to one-half step (2.75%) above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
- (b) Upon completion of 15 and until completion of 20 years of aggregate service, an amount equal to one step (5.5%) above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.
- (c) Upon completion of 20 years of aggregate service, an amount equal to one and one-half steps (8.25%) above the maximum rate fixed in MOU No. 24 for Police Officer II, as calculated by the City Administrative Officer.

D. Hazard Pay

- (17) A Police Officer III, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 4. Effective May 3, 2015, this will increase to Schedule 6.
- (18) A Police Officer III+1, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 5. Effective May 3, 2015, this will increase to Schedule 7.
- (19) A Sergeant II, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 8. Effective May 3, 2015, this will increase to Schedule 10.
- (26) Effective May 3, 2015, a Lieutenant II, when assigned to the Special Weapons and Tactics Unit of Metropolitan Division, shall be compensated at the corresponding step of Schedule 12.
- (27) Effective May 3, 2015, any employee assigned to the Underwater Dive Unit shall receive a non-pension based payment of \$250.00 biweekly.

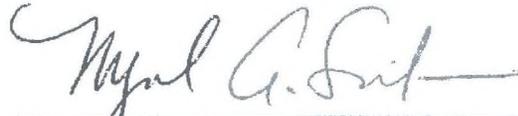
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to MOU 24, the day, month and year first written above.

FOR THE LOS ANGELES
POLICE PROTECTIVE LEAGUE:



Craig Lally, President
LAPPL

FOR THE CITY:



Miguel A. Santana
City Administrative Officer

Approved as to form and legality:


City Attorney's Office

8/28/15

Date