#### 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 25<sup>th</sup> \_\_\_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, <u>2023</u>, through March 31, <u>2023</u>.

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, <del>\$1,525 in July 2024</del> 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. <u>Operative July 1, 2022, or on the date that this MOU was amended pursuant</u> 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:

Chay I Tay

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

<u>August 25, 202</u>2 Date