

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: July 1, 2025

To: The City Council

From: Matthew W. Szabo, City Administrative Officer



Subject: **AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR THE POLICE OFFICERS, LIEUTENANTS AND BELOW REPRESENTATION UNIT (MOU 24) BETWEEN THE LOS ANGELES POLICE PROTECTIVE LEAGUE AND THE CITY OF LOS ANGELES**

RECOMMENDATIONS

The Office of the City Administrative Officer (CAO) recommends that the City Council approve the amendment to the 2023-2027 Memorandum of Understanding for the Police Officers, Lieutenants and Below Representation Unit (MOU 24) between the Los Angeles Police Protective League (LAPPL) and the City of Los Angeles as discussed herein.

SUMMARY

Recently, the LAPPL requested that the City consider amendments to the 2023-2027 MOU 24. The Office of the City Administrative Officer (CAO) met with LAPPL representatives in February 2025 to discuss amending Off-Duty Standby Compensation provisions to include bargaining unit members assigned to the Juvenile Division Abused Child Section. The CAO sought bargaining instructions to amend MOU 24 from the Executive Employee Relation Committee, which were issued on March 19, 2025. On April 7, 2025, LAPPL and the City reached a tentative agreement to add the Juvenile Division Abused Child Section to the eligible off-duty standby compensation roster.

DISCUSSION

During negotiations for the 2023-2027 MOU 24, the LAPPL proposed the inclusion of language that would provide off-duty standby pay for all bargaining unit members assigned to a homicide function. In consultation with Los Angeles Police Department (Department) Management, the City offered a counter proposal to provide off-duty standby pay to personnel assigned to Robbery-Homicide Division, Central Bureau Homicide, South Bureau Homicide, Valley Bureau Homicide, West Bureau Homicide, Force Investigation Division, Officer Representation Section, and Sexual Assault Investigators. These units are required to respond immediately to homicide investigations, placing an urgency on their work. The LAPPL accepted the City's counter proposal, which became part of the adopted 2023-2027 MOU.

Subsequent to the adoption of MOU 24 by the City Council in August 2023, the LAPPL approached the CAO requesting that off-duty standby eligibility be expanded to include personnel assigned to the Juvenile Division Abused Child Section (ACS). The ACS is responsible for responding to and investigating deaths or homicides of children 10 years old and younger. The ACS was not included in the LAPPL's original proposal for off-duty standby pay nor was the inclusion of the ACS discussed in subsequent negotiation meetings. The LAPPL believes that the current off-duty standby provision sufficiently allows for the Department to pay off-duty standby to ACS personnel, however, since ACS was not included in the eligible units list provided for in the MOU, the off-duty standby roster requires an MOU amendment.

This Office recommends amending MOU 24 to add the ACS to the eligible off-duty standby compensation roster. Chief McDonnell supports the inclusion of ACS personnel in the off-duty standby provision.

FISCAL IMPACT

An estimated annual cost to the General Fund for retroactively adding ACS to the off-duty standby compensation list is \$265,000. The ongoing estimated annual costs will increase each year as a result of the scheduled base wage increases for classifications represented in the MOU. The estimated ongoing annual cost for FY2025-26 is \$313,000. The Department will absorb the costs.

MWS:PAG:TTM:0725174

ARTICLE 6.5 OFF-DUTY STANDBY COMPENSATION

- A. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, employees who are required and expressly assigned in writing by the Department to standby for holidays or weekends will receive one hour of compensation at straight time for every six hours they are required to standby. As used herein, "standby" means that the employee must be reachable by telephone, answering service, or answering machine and must upon contact respond to a work location within a designated period of time.
- B. Notwithstanding the provisions of Articles 4.1, 4.2, 6.1 and 6.2 of this MOU, officers, sergeants, detectives, and lieutenants of the Metropolitan Division's K-9 Unit and SWAT Team, the Emergency Services Division's Hazardous Devices Unit, the Robbery-Homicide Division, Central Bureau Homicide, South Bureau Homicide, Valley Bureau Homicide, West Bureau Homicide, Force Investigation Division, Officer Representation Section, ~~and~~ Sexual Assault Investigators, and Juvenile Division-Abused Child Section, who are required and expressly assigned in writing by the Department to standby on weekdays, shall be compensated as described in Paragraph A above. Standby as used herein has the same definition as used in Paragraph A above.
- C. Time spent on duty during the period of standby will be deducted from the total time the employee is on standby, not from the time accumulated as compensated standby time.

Example: An employee is on weekend standby. The total time of standby is 60 hours. The employee is required to report for duty for six hours. The six hours are subtracted from 60 hours leaving 54 hours of total standby time. Fifty-four is divided by six, which equals nine hours of straight time compensation for standby. The employee will also receive six hours of time-and-one-half overtime for responding to the call out.

- D. For purposes of computing the amount of compensation due for time spent on duty, the time spent on duty will commence at the time the individual is notified and will terminate at the time when the employee is released from duty.
- E. Employees who are not placed on standby and are recalled to work during off hours shall be compensated as described in Article 6.1. "Recall" is defined as being called during off-duty hours and ordered to return to on-duty status.

Note: The term "on call" refers only to court overtime as defined in Department Manual Section 3/212 and Article 6.3 of this MOU.