

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

C.F. #19-0388

Date: March 10, 2020

To: The City Council

From: Richard H. Llewellyn, Jr., City Administrative Officer

Subject: **AMENDMENT NO.1 TO 2018-2022 MEMORANDUM OF UNDERSTANDING
FOR LOS ANGELES AIRPORT PEACE OFFICERS ASSOCIATION (LAAPOA)
- AIRPORT PEACE OFFICERS REPRESENTATION UNIT (MOU 30)****RECOMMENDATIONS**

The City Administrative Officer (CAO) recommends that the City Council:

1. Adopt the attached amendment to the 2018-2022 Memorandum of Understanding for the Airport Peace Officers Representation Unit (MOU 30) represented by LAAPOA; and
2. Authorize the City Administrative Officer and the City Controller to correct any clerical or technical errors in the amendment.

SUMMARY

At its January 24, 2020, meeting, the Executive Employee Relations Committee authorized the CAO to negotiate an amendment to the MOU 30 Salary Notes with LAAPOA.

The 2018-2022 MOU 30 provides additional compensation to Airport Police Officers assigned to the Airport Police Division's canine unit and for the feeding and care of a canine in an officer's control. At times, an officer may kennel his or her canine, for example, when the officer takes a vacation, is sick for an extended period of time, or is sent to training where the canine is not required. Arranging and paying for the kenneling of a canine is an officer's responsibility and must be done at a Division-approved facility.

The MOU also provides the following: "Payment for feeding and care shall be suspended for each pay period if a Unit member's canine is kenneled and thereby not in the full-time control of the Unit member for one or more days during the pay period."

Management and the Union agree that requiring a canine handler pay for kenneling while at the same time suspending feeding and care compensation when a canine is out of the handler's control for any length of time is unreasonable. Management has no interest in taking responsibility for arranging and paying for kenneling and is amenable to returning to the past practice of requiring an officer to bear the full responsibility of doing so and being

compensated for feeding and care. This is in line with LAPD's practice and MOU provision for canine maintenance.

Note 3 shall be amended as indicated below. The new language should reflect the bold underlined information as shown below:

Note 3 Canine Handler Pay

- A. Whenever a Unit member is regularly assigned by the Department as a canine handler, he/she shall receive additional compensation of 16.5% above his/her corresponding step rate. This canine handler pay is a regularly assigned "Adds to Rate" bonus and is pension based.

A Unit member assigned as a canine handler shall be entitled to 10 hours of on-duty time (i.e., the officer's hourly base rate in cash) or compensatory time off (CTO), at the discretion of Department of Airports management, at the rate of straight time per pay period for the purpose of feeding and caring for their assigned dog. Cash for feeding and care pay for one dog is an "Adds to Pay" bonus and is not pension based. **If a Unit member's canine is kenneled for any portion of a pay period, payment for feeding and care shall continue and the Unit member shall be responsible for making arrangements and paying for said kenneling. Kenneling shall only be at a facility approved by the agency that owns and governs the care of the canine, e.g., Airport Police Division or the TSA.**

- B. A Unit member assigned as a canine handler with responsibility for two or more canines shall be entitled to 15 hours of on-duty time (i.e., the officer's hourly base rate in cash) or CTO, at the discretion of Department of Airports management, at the rate of straight time per pay period for the purpose of feeding and caring for the dogs. Cash for feeding and care pay for more than one dog is an "Adds to Pay" bonus and is not pension based. **If a Unit member's canine is kenneled for any portion of a pay period, payment for feeding and care shall continue and the Unit member shall be responsible for making arrangements and paying for said kenneling. Kenneling shall only be at a facility approved by the agency that owns and governs the care of the canine, e.g., the Airport Police Division or the TSA.**

FISCAL IMPACT

On average, two to three canines are kenneled monthly. As such, the estimated annual cost of the proposed change would be \$17,250 in direct cost. The payment is non-pensionable and will be completely funded by Los Angeles World Airports (LAWA).

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c: Vijay Singhal, Office of the Controller
Vivienne Swanigan, Office of the City Attorney

Paula Adams, LAWA
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