AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING CLERICAL AND SUPPORT SERVICES UNIT (MOU NO. 3)

AMENDMENT NO. 1 to Memorandum of Understanding No. 3 made and entered into this <u>24th</u> day of <u>August</u>, 2023.

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

THE ALL CITY EMPLOYEES ASSOCIATION, LOCAL 3090, AFSCME, AFL-CIO

JANUARY 1, 2023 – DECEMBER 30, 2023

MOU AMENDMENT NO. 1 CLERICAL AND SUPPORT SERVICES UNIT (MOU NO. 3)

The All City Employees Association, Local 3090, AFSCME and the City of Los Angeles have reached agreement on the following MOU amendments.

The following Article 7 – Payroll Deductions and Dues is **<u>amended</u>**, as follows:

ARTICLE 7 PAYROLL DEDUCTIONS AND DUES

A. <u>DUES</u>

1. Payroll deductions as may be properly requested and lawfully permitted will be deducted from each employee's pay check by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the unit where the Union has provided in writing to the Controller a list or individual notice of those individuals from whom union-related deduction(s) should be lawfully taken. This list or notice shall constitute Union certification that the Union has and will maintain an authorization signed by the individual employee or employees from whose salary or wages the deductions are to be taken. Any amendment may be made by the Union in a complete list or individually.

Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not compensated for a minimum of twenty (20) hours.

Effective July 2, 2023, if a Unit member elects to become a member of the Union, said payroll deductions shall be assessed regardless of the number of compensated hours in any biweekly pay period.

All other provisions of Article 7 – Payroll Deductions and Dues remain unchanged.

The following subsection of Article 15 –Uniform Allowance is **<u>amended</u>** as follows:

ARTICLE 15 UNIFORM ALLOWANCE

A. <u>Wash and Wear Type Uniforms</u>

Uniforms required by Management will be maintained and cleaned at the employee's expense. Management will give to each employee in the classes listed below an allowance for such maintenance and laundering of wash and wear type uniforms, as follows:

1. Effective July 8, 2018, an allowance of \$17.50 for each pay period, except where noted in Subsection 1a of Section A of this Article, will be given to each employee in the classes listed below:

<u>Class Code</u>	<u>Class Title</u>
1461-1	Communications Info. Rep. I – Recreation and Parks
<u>1461-2</u>	Communications Info. Rep. II – Recreation and Parks
1121-1	Delivery Driver I
1121-2	Delivery Driver II
1121-3	Delivery Driver III
2412-1	Park Services Attendant I
2412-2	Park Services Attendant II

All other provisions of Article 15 remain unchanged.

The following subsection of Article 53 – Salaries is **amended** as follows:

ARTICLE 53 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the salary Appendix.

The salaries for employees within the Unit as set forth in the Appendix shall become operative as follows:

Appendix A – January 1, 2023 Appendix AA – July 2, 2023

Note: The operative date for Appendix A **and AA** coincide with the beginning of payroll periods.

- B. <u>SALARY ADJUSTMENTS</u>
 - 1. The following salary adjustment is reflected in Appendix A and applies to all Unit employees (salary range, flat-rate, fixed-step do not move on a salary range):

Effective January 1, 2023, the base hourly wages for all Unit employees shall be increased by 3.0%, as reflected in Appendix A.

2. Effective July 2, 2023, the base hourly wages for all Unit Employees in the job classification of Airport Guide I (0845-1) shall be increased by approximately 5.5%, as reflected in Appendix AA.

3. Effective July 2, 2023, the base hourly wages for all Unit Employees in the job classification of Airport Guide II (0845-2) shall be increased by approximately 8.25%, as reflected in Appendix AA.

All other provisions of Article 53 remain unchanged.

The following Salary Notes in Appendix B are **<u>amended</u>** as follows:

APPENDIX B

SALARY NOTES

The following notes shall apply to all eligible employees:

B. Any employee in the class of Community and Administrative Support Worker I, Code 1112, shall be paid at the appropriate minimum wage as set forth by the Federal, State, or local Government, whichever is higher.

In accordance with City Ordinance No. 184320 (Los Angeles Minimum Wage Ordinance), effective on July 1, 2019**2022**, the hourly wage shall be **\$14.25 \$16.04** and effective on July 1, 2020**2023**, the hourly wage shall be **\$15.0016.78** for the Community and Administrative Support Worker I, Class Code 1112.

Any employee in the class of Community and Administrative Support Worker I, Class Code 1112, in the Department of Aging, who is a Program Monitor Trainee enrolled in the Senior Community Service Employment Program, shall receive additional compensation at the rate of \$2.00 per hour above the employee's salary range prescribed for the employee's class.

The following notes shall apply to employees in the Harbor Department only:

J. Effective July 8, 2018, any employee in the class of Wharfinger, Class Code 1190, who is assigned by Management to facilitate and/or supervise film inquiries with production companies at least 50% of the time in any one day, shall receive additional compensation at the first premium level rate (2.75%) above the employee's step rate of the salary range prescribed for the employee's class for each day so assigned. This compensation is non-pensionable.

Effective July 2, 2023, this additional compensation changes to \$50.00 for each day so assigned. The compensation is non-pensionable.

The following notes shall apply to employees in the Library Department only:

II - 2. Effective July 2, 2023, any employee in the class of Administrative Clerk, Class Code 1358, or Office Services Assistant, Class Code 1360, who is regularly assigned to perform mobile outreach duties with the Library Department's Community Engagement Section, shall receive compensation at the second premium level rate (5.5%) above the employee's step rate of the salary range prescribed for the employee's class. This compensation is pensionable.

The following notes shall apply to employees in the Department of Building and Safety only:

TTT. Effective July 2, 2023, any bargaining Unit member who is designated by the Department of Building and Safety Management to sign documents as a certified Notary Public shall receive additional compensation of \$25.00 biweekly for each pay period that the notary certification is maintained. This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents satisfactory proof of certification as a certified California Notary Public to the appointing authority. This compensation is adds-to-pay and non-pensionable.

All other Salary notes remain unchanged.

The following Letter of Agreement is added in its entirety as follows:

LETTER OF AGREEMENT MEMORANDUM OF UNDERSTANDING NO. 03 JANUARY 1, 2023 – DECEMBER 30, 2023

LOS ANGELES ZOO DEPARTMENT JOINT LABOR MANAGEMENT COMMITTEE

During the term of this Memorandum of Understanding (MOU), the undersigned parties agree to discuss the formation of a Joint Labor Management Committee (JLMC) to discuss and address issues specific to department technology, recruitment and retention, childcare, protesters, security, health and safety.

This Letter of Agreement shall expire concurrently with the term of the MOU.

FOR THE UNION:

AFSCME, Local 3090

FOR THE CITY:

Denise M. Verret Chief Executive & Zoo Director

8/11/23

Date

Lori Condinus, Business Rep. AFSCME, Council 36

MOU AMENDMENT NO. 1 CLERICAL AND SUPPORT SERVICES UNIT (MOU NO. 3)

Except for the amendments specified herein, all other Articles and/or provisions of the 2023 MOU No. 3 shall remain in full force and effect during the term of the January 1, 2023 – December 30, 2023, MOU.

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

FOR THE UNION:

Lori Condinus, Business Representative AFSCME District Council 36

FOR THE CITY:

Matthew W. Szabo City Administrative Officer

August 24, 2023

Date

Approved as to Form and Legality:

Office of the City Attorney

06/30,

Date