AMENDMENT NO. 2

MEMORANDUM OF UNDERSTANDING REGARDING THE SERVICE AND CRAFTS REPRESENTATION UNIT (MOU 14)

This AMENDMENT NO. 2 to the Service and Crafts Representation Unit Memorandum of Understanding No. 14 is made and entered into this 24th day of August, 2023.

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

JANUARY 1, 2023 - DECEMBER 30, 2023

AMENDMENT NO. 2 SERVICE AND CRAFTS REPRESENTATION UNIT (MOU 14)

The Service Employees International Union, Local 721, and the City of Los Angeles have reached agreement on the following MOU amendments.

The following Article 5.3 Call Back Pay is **amended** to add a new provision as follows:

ARTICLE 5.3 CALL BACK PAY AND DISTURBANCE CALLS

C. Effective July 2, 2023, whenever an hourly employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to physically report to the employee's headquarters, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half (1½) in cash for each such incident. An employee who works more than 1 hour under a Disturbance Call shall be compensated at the overtime rate for all time worked past the initial hour. Any time compensated for a Disturbance Call shall not count as regular hours worked during a workweek for the calculation of overtime.

All other provisions of Article 5.3 remain unchanged.

The following Article 5.6 Travel Allowance is **amended** as follows:

ARTICLE 5.6 TRAVEL ALLOWANCE

- A. Notwithstanding LAAC Section 4.222, whenever an employee is required to use a personal vehicle whenever an employee is required to travel directly between his/her home and place of temporary assignment, as provided in LAAC Section 4.221, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. All other provisions of LAAC Sections 4.220 4.226 which relate to payment for travel of certain employees from their homes to temporary job locations remain unchanged. (Non-pensionable). Effective July 2, 2023, the payment amount shall increase to twelve dollars (\$12.00).
- B. Notwithstanding LAAC Section 4.222.1, whenever an employee is required to travel from one job site to another within a work day, he/she shall receive payment at the rate of four dollars (\$4.00) for each day that such travel occurs. (Non-pensionable). Effective July 2, 2023, the payment amount shall increase to twelve dollars (\$12.00).
- C. Where an employee qualifies under both sections A and B above, such employee shall be entitled to receive six dollars (\$6.00) per day. (Non-pensionable)

Effective July 2, 2023, the payment amount shall increase to twelve dollars (\$12.00).

All other provisions of Article 5.6 remain unchanged.

The following Article 5.8 Standby Pay is **amended** as follows:

ARTICLE 5.8 STANDBY PAY

Persons employed in the Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employee's regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of two dollars and twenty-five cents (\$2.25) for each hour assigned to standby (non-pensionable). When called and required to report to work or respond to a disturbance call, the employee will be compensated in accordance with Article 5.3, Call Back Pay and Disturbance Calls. An employee will not receive pay of two dollars and twenty-five cents (\$2.25) per hour for any time the employee is receiving call back or disturbance call pay. Effective July 2, 2023, the payment amount shall increase from two dollars and twenty-five cents (\$2.25) to three dollars (\$3.00) per hour.

All other provisions of Article 5.8 remain unchanged.

The following Article 6.4 Uniforms and Maintenance Allowances is **amended** as follows:

ARTICLE 6.4 UNIFORMS AND MAINTENANCE ALLOWANCES

F. Work Shoes and Boots

Full time employees who are required by Management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots, or a cash allowance, shall receive a bi-weekly cash allowance of ten dollars (\$10.00), and intermittent and half-time employees shall receive one-half this bi-weekly cash allowance (five dollars [\$5.00]) for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. In no event shall an employee receive more than \$10.00 bi-weekly under the provisions of this Article.

Effective the first full pay period in February 2024, the biweekly payment methodology above shall cease, and full time employees who are required by Management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots, or a cash allowance, shall receive a cash allowance of three hundred dollars (\$300.00), and intermittent and half-time employees shall receive one-half this cash allowance of one hundred fifty dollars (\$150.00)

for the purchase, repair and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. In no event shall an employee receive more than three hundred dollars (\$300.00) per calendar year under the provisions of this Article. This payment shall be distributed in February of each year for the term of this MOU.

Each department shall develop safety shoe standards to include safety requirements, style and color consistent with operating needs and reasonable uniformity. All employees, including new hires and transfers, shall be responsible for compliance with these standards. Failure to wear approved and serviceable safety shoes while on duty may subject the employee to appropriate discipline.

All other provisions of Article 6.4 remain unchanged.

The following Salary Note is **added** as follows:

KK. Effective July 2, 2023, any Heavy-Duty Equipment Mechanic, Code 3743, Senior Heavy-Duty Equipment Mechanic, Code 3745, and Construction Equipment Service Worker, Code 3541 employed by the Los Angeles World Airports (LAWA) who has completed the appropriate training, as identified and prescribed by Management, to de-energize, repair, inspect and provide maintenance to high voltage electric busses and associated equipment shall receive additional biweekly compensation in the amount of one hundred sixty dollars (\$160.00). This additional compensation shall be treated as an Adds To Pay and shall be pensionable.

All other Salary Notes remain unchanged.

MOU AMENDMENT NO. 2 SERVICE AND CRAFTS REPRESENTATION UNIT (MOU 14)

Except for the amendments specified herein, all other Articles and/or provisions of the 2023, MOU No. 14 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 Amendment No. 2 to the MOU No. 14, the day, month, and year first written above.

FOR THE UNION:

Regional Director, SEIU

Joe Martinez

Bargaining Unit Chair, MOU 14

FOR THE CITY:

Matthew W. Szabo City Administrative Officer

August 24, 2023

Date

As to Form and Legality:

Ulysses L. Aguayo

Office of the City Attorney

8/7/2023

Date

Chief Negotiator, SEIU 721