

**AMENDMENT NO. 1**

**MEMORANDUM OF UNDERSTANDING NO. 15  
REGARDING THE  
SERVICE EMPLOYEES UNIT**

**This AMENDMENT NO. 1 to the Service Employees Unit Memorandum of Understanding No. 15 is made and entered into this 25th day of March, 2008**

**BY AND BETWEEN**

**THE HEADS OF DEPARTMENTS, OFFICES, OR BUREAUS REPRESENTED  
HEREIN BY THE CITY ADMINISTRATIVE OFFICER  
(hereinafter "Management")**

**AND THE**

**SEIU, LOCAL 347, AFL-CIO (hereinafter "Union")**

**JULY 1, 2007 – JUNE 30, 2012**

**AMENDMENT NO. 1  
SERVICE EMPLOYEES UNIT (MOU 15)**

**ARTICLE 2.2        UNION SECURITY**

Effective February 1, 2008, Article 2.2 is amended to read:

**ARTICLE 2.2        UNION SECURITY**

Management will disseminate to each new employee an informational booklet provided by the Union, which shall be approved by management prior to dissemination, and a printed card, supplied by the Union to each department, office or bureau, containing the following information only:

- A.     Your classification is included in the Service Employees Unit.
  
- B.     SEIU Local 347, AFL-CIO, located at 500 South Virgil Avenue, Los Angeles, CA 90020, has been certified to meet and confer in good faith with management on all matters pertaining to your wages, hours of work, employee benefits and conditions of employment, and is the exclusive recognized employee organization for all employees in the Service Employees Unit.
  
- C.     If you want additional information, you may telephone Local 347 at (213) 368-8660 during your off duty hours.

**ARTICLE 6.1        HEALTH/DENTAL AND FLEX BENEFITS PROGRAM**

Effective July 1, 2007, Section IV of Article 6.1 is amended to read:

Section IV - Subsidy During Family and Medical Leave

For employees who are on Family or Medical Leave under the provisions of Article 6.8 of this MOU, Management shall continue the City's health and dental plan subsidies for employees who are enrolled in a City health and/or dental plan prior to the beginning of said leave. Employees shall be eligible for such continued subsidies while on a Family or Medical Leave in accordance with Article 6.8 herein. However, for any unpaid portion of Family or Medical Leave, health and/or dental plan subsidies shall be continued for a maximum of nine (9) pay periods.

**ARTICLE 6.8        FAMILY AND MEDICAL LEAVE**

Effective July 1, 2007, Article 6.8 is amended in its entirety to read:

## ARTICLE 6.8 FAMILY AND MEDICAL LEAVE

### I. Authorization for Leave

During the term of this MOU, up to four (4) months (nine [9] pay periods) of family or medical leave shall be provided for the purpose of childbirth, adoption, foster care of a child, or serious health condition of an immediate family member (as defined in LAAC Section 4.127), upon the request of the employee, or the designation of Management in accordance with applicable Federal or State law, notwithstanding any other provisions of this MOU or the Los Angeles Administrative Code to the contrary.

An employee may take leave under the provisions of this Article if he/she has a serious health condition that makes him/her unable to perform the functions of his/her position.

Leave under the provisions of this Article shall be limited to four (4) months (nine [9] pay periods) during a twelve (12) month period, regardless of the number of incidents. A 12-month period shall begin on the first day of leave for each individual taking such leave. The succeeding 12-month period will begin the first day of leave taken under the provisions of this Article after completion of the previous 12-month period.

**Exception:** Under the provisions of this Article, a pregnant employee may be eligible for up to four (4) months (nine [9] pay periods) for childbirth disability and up to an additional four (4) months (nine [9] pay periods) for purposes of bonding. (See Section IV of this Article.)

### II. Definitions

The following definitions are included to clarify family relationships as defined in the Family and Medical Leave Act and California Family Rights Act.

- A. **Spouse** means a husband or wife as defined or recognized under State law for purposes of marriage in this State.
- B. **Domestic partner** means a named domestic partner in a confidential affidavit declaring the existence of said domestic partner and signed by the City employee, which is on file in the Employee Benefits Office, Personnel Department.
- C. **Parent** means a biological, step, adoptive or foster parent, an individual who stands or stood *in loco parentis* to an employee, or a legal guardian. This term does not mean parents-in-law. Persons who are *in loco parentis* include those with day-to-day responsibilities to care for and financially support a child, or in the case of an employee who had such responsibility for the employee

when the employee was a child. A biological or legal relationship is not necessary.

- D. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward or child of a person standing *in loco parentis*, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.

### III. Eligibility

- A. The provisions of this Article shall apply to all employees in this Unit in all City departments who have been employed by the City for at least 12 months and who have worked at least 1,040 hours during the 12 months immediately preceding the beginning of the leave.

**Exception:** In accordance with Pregnancy Disability Leave under the California Fair Employment and Housing (FEHA), on the first day of employment with the City, pregnant employees are eligible for up to four (4) months (nine [9] pay periods) of leave if disabled due to pregnancy.

- B. Parents (including those who are domestic partners) who both work for the City may take leave under the provisions of this Article at the same time to care for a new child by birth or adoption, or foster care of a child. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee. Spouses or domestic partners who both work for the City may take leave under the provisions of this Article at the same time to take care of a sick parent. However, the aggregate period of time to which both are entitled is limited to the time allowed for only one employee.

Each employee must notify his/her employing department at the time the leave is requested of the name and department of the second family member who is requesting leave for the same incident. Such notification must include the starting and ending dates of the time period for which each employee is requesting leave.

The time limitation described above does not apply to leave taken by one spouse or one domestic partner to care for the other who is seriously ill, or to care for a child with a serious health condition.

### IV. Conditions

- A. **Pregnancy** - The start of leave for a pregnant employee shall be at the beginning of the employee's pregnancy-related disability that a health care provider certifies as necessary. Leave for the non-disability portion of childbirth may be taken before or after delivery.

In accordance with Pregnancy Disability Leave (PDL) under the California FEHA, pregnant employees who are disabled due to pregnancy, childbirth, or related medical conditions are eligible for up to four (4) months (nine [9] pay periods) of leave with medical certification certifying the employee as unable to work due to a pregnancy-related condition. PDL under the FEHA may be taken before or after the birth of the child, and shall run concurrently with pregnancy leave under the federal Family and Medical Leave Act of 1993, which must be concluded within one year of the child's birth.

Employees (either parent) are also eligible for family leave ("bonding") under the California Family Rights Act, which shall be limited to four (4) months (nine [9] pay periods) and must be concluded within one year of the child's birth. (The administration of such leave shall be in accordance with Sections III.B and IV.F of this Article.)

- B. **Adoption** - The start of a family leave for adoption shall begin on a date reasonably close to the date the child is placed in the custody of the employee. Leave for adoption or foster care of a child may also be granted prior to placement if an absence from work is required.
- C. **Family illness** - The start of a family leave for a serious health condition of a family member shall begin on the date requested by the employee or designated by Management.
- D. **Employee's Own Illness** - The start of a leave for the employee's own serious health condition shall begin on the date requested by the employee or designated by Management.
- E. A **serious health condition** is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - 1. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility; or
  - 2. A period of incapacity requiring an absence of greater than three days involving continuing treatment by or under the supervision of a health care provider; or
  - 3. Any period of incapacity (or treatment therefor) due to a chronic serious health condition; or
  - 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or

5. Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity or more than three consecutive days if left untreated; or
6. Any period of incapacity due to pregnancy or for prenatal care.

F. **Continuous, Intermittent, and Reduced Work Schedule Leave** - All leave granted under this Article shall normally be for a continuous period of time for each incident.

An employee shall be permitted to take intermittent leave or work on a reduced schedule to take care of a family member with a serious health condition or for his/her own serious health condition when it is medically necessary. Management may require the employee to transfer temporarily to an available alternative position with equivalent compensation for which the employee is qualified that accommodates recurring periods of leave better than the employee's regular position. Employees who elect a part-time schedule shall receive prorated compensated time off benefits in accordance with Section 4.110 of the Los Angeles Administrative Code during the duration of their part-time schedule.

In accordance with the California Family Rights Act (CFRA), leave for the birth, adoption or foster care placement of a child of an employee ("bonding" leave) does not have to be taken in one continuous period of time. Under CFRA, the basic minimum duration of bonding leave is two weeks, and on any two occasions an employee is entitled to such bonding leave for a time period of not less than one day but less than two weeks' duration. Any other form of intermittent leave, or work on a reduced schedule, for the purpose of bonding leave shall only be permitted at the discretion of Management. Bonding leave must be concluded within one year of the birth or placement of the child.

- G. If any employee requires another leave for a separate incident under the provisions of this Article during the same 12-month period, a new request must be submitted.
- H. A personal leave beyond the four (4) month (nine [9] pay periods) leave provided in this Article may be requested, subject to the approval of the appointing authority and, if required, the Personnel Department, as provided under other City leave provisions.

- I. An employee receiving temporary workers' compensation benefits (either IOD or the rate provided in Division IV of the California Labor Code) who meets the eligibility requirements in III.A of this Article shall automatically be considered to be on family or medical leave, effective the first day of the employee's absence.
- J. Management has the right to request and verify the certification of a serious health condition by a health care provider for a leave under the provisions of this Article. Management shall allow the employee at least 15 calendar days to obtain the medical certification.
- K. Upon return from family or medical leave, an employee shall be returned to his/her original job or to an equivalent job.

V. Notice Requirements

A. Employee

When an employee requests family or medical leave, he/she must state the reason for the requested leave (e.g., childbirth, to care for an immediate family member with a serious health condition, etc.). When the necessity for a leave is foreseeable, the employee must provide at least 30 days notice. However, if the leave must begin in less than 30 days, the employee must provide as much advance notice as is practicable.

B. Management

In response to employee's request for family or medical leave, Management shall indicate whether or not the employee is eligible for such leave, if such leave will be counted against the employee's annual family or medical leave entitlement, and any requirement for the employee to furnish medical certification. Management shall designate leave, paid or unpaid, taken by an employee as family or medical leave-qualifying, regardless of whether or not the employee initiates a request to take family or medical leave.

VI. Applicable Time Off

Employees who are granted leave in accordance with this Article shall take time off in the following order:

A. Childbirth (Mother)

- 1. Accrued sick leave (100% and 75%) or vacation for the entire period of disability that a health care provider certifies is necessary (including prenatal care or the mother's inability

to work prior to the birth), may be taken at the employee's discretion.

2. For the non-disability portion of childbirth leave (before delivery or after - "bonding"), accrued vacation available at the start of the leave shall be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.
6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

B. Childbirth (Father or Domestic Partner), Adoption, Foster Care, or Family Illness

1. Annual family illness sick leave up to twelve (12) days may be used at the employee's discretion. Such leave may be taken before or after the vacation described in 2 below.
2. Accrued vacation available at the start of the leave shall be taken. Such time must be used prior to the use of time under 3, 4, 5 and 6 below.
3. Accrued 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
4. Accrued 75% sick leave, following use of all 100% sick leave. The use of sick leave under this subsection is at the employee's discretion.
5. Unpaid leave.



6. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 3 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

C. Personal Medical Leave

1. Accrued 100% sick leave may be used at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
2. Accrued 75% sick leave may be used following use of all 100% sick leave at the employee's discretion. Such leave may be taken before or after the vacation described in No. 3 below.
3. Accrued vacation time.
4. Unpaid leave.
5. Accrued compensatory time off may be used at the employee's discretion, with management approval, after exhaustion of 100% sick leave (No. 1 above). However, FLSA compensatory time off shall not be counted against the employee's four-month (nine [9] pay period) family or medical leave entitlement. Therefore, any use of FLSA compensatory time off under this Section shall extend the employee's family or medical leave by the total amount of FLSA compensatory time off used.

VII. Sick Leave Rate of Pay

Payment for sick leave usage under VI.A, B, and C shall be at the regular accrued rate of 100% or 75% as appropriate.

VIII. Monitoring

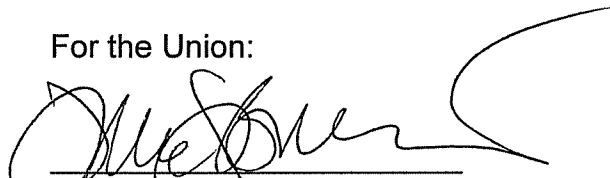
Management shall maintain such records as are required to monitor the usage of leave as defined in this Article. Such records are to be made available to the Association upon request.

It is the intent of the parties that the provisions and administration of this Article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy and Disability Leave provisions of the California Fair Employment and Housing Act.

Except for the Articles amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 15 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. 1 to MOU 15 the day, month and year written below.

For the Union:

  
\_\_\_\_\_  
Julie Butcher  
SEIU Local 347


Date: 03/19/08

For Management:

  
\_\_\_\_\_  
Karen L. Sisson  
City Administrative Officer

Date: 3/25/08

Approved as to Form:

  
\_\_\_\_\_  
Zora P. Houston  
City Attorney's Office

Date: 3-21-08

**AMENDMENT NO. 2**

**MEMORANDUM OF UNDERSTANDING NO. 15  
REGARDING THE SERVICE EMPLOYEES UNIT**

**This AMENDMENT NO. 2 to the Service Employees Unit Memorandum of Understanding No. 15 is made and entered into this 20<sup>th</sup> day of May, 2008**

**BY AND BETWEEN**

**THE HEADS OF DEPARTMENTS, OFFICES, OR BUREAUS REPRESENTED  
HEREIN BY THE CITY ADMINISTRATIVE OFFICER (hereinafter referred to as  
"The City")**

**AND THE**

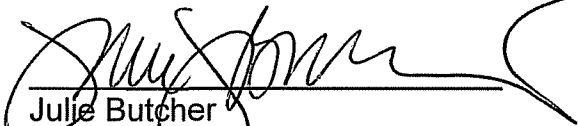
**SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU LOCAL 721,  
(hereinafter referred to as "Union") REPRESENTING THE SERVICE UNIT**

In accordance with the action of the Employee Relations Board on April 28, 2008, all references to "Local 347" are replaced with "Local 721" in the current Memorandum of Understanding, Service Unit effective July 1, 2007 through June 30, 2012. This is a name change only.

Except for the Appendices specifically amended herein, all other Appendices, Articles and/or provisions of the 2007-2012 MOU NO. 15 shall remain in full force and effect during the term of the MOU.

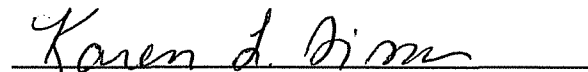
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Amendment No. 2 to MOU 15, the day, month and year written below.

FOR THE UNION:

  
\_\_\_\_\_  
Julie Butcher  
SEIU Local 721

5/22/08  
Date

FOR THE CITY:

  
\_\_\_\_\_  
Karen L. Sisson  
City Administrative Officer

5-22-08  
Date

Approved as to form:

  
\_\_\_\_\_  
Zia P. Houston  
City Attorney's Office

5-21-08  
Date

**AMENDMENT NO. 3**

**MEMORANDUM OF UNDERSTANDING NO. 15  
REGARDING THE  
SERVICE EMPLOYEES REPRESENTATION UNIT**

**THIS AMENDMENT NO. 3 to the 2007-2012 Service Employees Representation  
Unit Memorandum of Understanding No. 15 is made and entered into  
this 26<sup>th</sup> day of October, 2009**

**BY AND BETWEEN**

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED HEREIN  
(hereinafter referred to as "Management")**

**AND THE**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Local 721  
(hereinafter referred to as "UNION")**

**AMENDMENT NO. 3  
SERVICE EMPLOYEES REPRESENTATION UNIT  
2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 15**

To reflect agreement reached by the parties on October 26, 2009, in amending the 2007-2012 MOU to extend the term of the MOU through June 30, 2014, and to provide for new salary effective dates and rates, Articles 1.1, 1.5, 1.6, 5.1, 5.10, 6.6, 8.1, and Appendices A-H are hereby amended as follows.

**ARTICLE 1.1 RECOGNITION**

The last paragraph of Article 1.1 is amended in its entirety to read:

The term "employee" or "employees" as listed herein, shall refer only to employees in the classifications listed in Appendices A through H as well as such classes as may be added hereafter to the Unit by the Employee Relations Board.

All other provisions of Article 1.1 remain unchanged.

**ARTICLE 1.5 TERM**

The first paragraph of Article 1.5 is amended in its entirety to read:

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2014.

All other provisions of Article 1.5 remain unchanged.

**ARTICLE 1.6 CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Article 1.6 is amended in its entirety to read:

In the event the Union or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2014, through April 30, 2014, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

**ARTICLE 5.1 OVERTIME**

The following is added to the section Work Schedules to read:

Notwithstanding any provisions above or the Los Angeles Administrative Code, the regular work schedules of full time employees in classes listed in Appendices A - H will be 76.5 hours per payperiod commencing the first day of payperiod 10 (October 25, 2009) and ending the last day of payperiod 26 (June 19, 2010).

Employees eligible for overtime pursuant to the affected Coalition MOU, shall continue to be credited only after 40 hours of compensated time in a workweek.

If, due to operational necessity, a full time employee is assigned by Management to work more than 76.5 hours in any payperiod, his/her work hours shall be reduced in future payperiods so that the employee's work hours will have been reduced for a total of 59.5 hours between October 25, 2009 and June 19, 2010.

A new paragraph is added to Compensated Time Off to read:

Effective the start of the payperiod following City Council approval of this MOU amendment and ending June 30, 2010, employees may accumulate up to 240 hours of compensatory time off (CTO). Notwithstanding the language in this section, Compensated Time Off, above, Management may require employees to use CTO at any time prior to June 30, 2010.

## **ARTICLE 5.10 SALARIES**

Article 5.10 is amended in part to read:

- A. The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in Appendices A through H.
- B. The salaries set forth in Appendices A through H shall become operative as follows:

Appendix A	July 1, 2007
Appendix B	January 1, 2008
Appendix C	July 1, 2008
Appendix D	July 1, 2009
Appendix E	July 1, 2010
Appendix F	July 1, 2011
Appendix G	July 1, 2012
Appendix H	July 1, 2013

## **ADDITIONAL SALARY ADJUSTMENTS**

- C. **Employees in Classes with 5-Step Salary Ranges (Employees with Full-Time or Half-Time Status)**
  - 1. Effective January 1, 2012, Unit employees who have at least twelve (12) months of service at step 5 of the salary range in their current classification on or after January 1, 2012 shall receive a salary adjustment of 2.75%.

2. Effective January 1, 2013, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.1 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.1.
3. Effective January 1, 2014, Unit employees at step 5 of the salary range for their classification who received the salary adjustment provided for in C.2 above shall receive an additional salary adjustment of 2.75% twelve months after receiving the adjustment in C.2.

The above adjustments shall be included in determining salary step placement under Los Angeles Administrative Code Section 4.91.

In classes where the pay grade description provides for automatic movement to a higher pay grade level after twelve months, if the effective date of the pay grade advancement is the same day as the effective date of a salary adjustment provided for in Subsection C. herein, the salary adjustment shall be included in determining placement on the salary range for the higher level pay grade.

**D. Employees Compensated at a Flat Hourly Rate (Employees with Full-Time or Half-Time Status)**

1. Effective January 1, 2012, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2013, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.
3. Effective January 1, 2014, Unit employees in flat-rated classifications shall receive a salary adjustment of 2.75%.

**E. Employees with Intermittent Status (Employees in Salary Range or Flat-Rated Classes)**

1. Effective January 1, 2012, Unit employees with intermittent status who have been compensated for at least 1000 hours subsequent to July 1, 2007 shall receive a salary adjustment of 2.75%.
2. Effective January 1, 2013, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.1 above shall receive an additional salary adjustment of 2.75%.
3. Effective January 1, 2014, Unit employees with intermittent status with 1000 hours of compensated time subsequent to the 2.75% adjustment provided for in E.2 above shall receive an additional salary adjustment of 2.75%.



## **ADDITIONAL CASH PAYMENTS**

### **F. Full-Time Employees Only**

1. A one-time cash payment will be provided between November 1, 2011, and December 31, 2011, in a single separate check as a lump sum, calculated at 1.75% of the employee's annual base salary rate (excluding bonuses) in effect as of November 1, 2011.
2. A one-time cash payment will be provided between November 1, 2012, and December 31, 2012, in a single separate check as a lump sum, calculated at 1.75% of the employee's annual base salary rate (excluding bonuses) in effect as of November 1, 2012.

The section "**ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS**" remains unchanged.

## **ARTICLE 6.6 EMPLOYEE BENEFITS**

A new paragraph is added to Article 6.6 to read:

### Excess Sick Leave Payment for 2009

Notwithstanding Section 4.126, subsection (b) of the LAAC, any sick leave at full pay remaining unused at the end of the 2009 calendar year, which, if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall be compensated at 50% of the employee's salary rate in effect as of December 31, 2009, with payment made to the employee during the 2010-2011 fiscal year.

All other provisions of Article 6.6 remain unchanged.

## **ARTICLE 8.1 RETIREMENT BENEFITS**

Paragraph A of Article 8.1 is amended in its entirety to read:

### **A. Benefits**

Effective July 1, 2007, through the beginning of the payperiod following the effective date of the ordinance implementing the Early Retirement Incentive Program, for employees hired prior to January 1, 1983, retirement benefits including the Beta Retirement formula and subsidies of: (1) one-half the employee's retirement contribution rates, and (2) an additional two-percent (2%) of compensation earnable after the one-half subsidy, shall be continued. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective the beginning of the payperiod following the effective date of the ordinance implementing the Early Retirement Incentive Program through June 30, 2011, for employees hired prior to January 1, 1983, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented. For employees hired January 1, 1983, and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective July 1, 2011, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented. The employee contribution rate shall return to 6% in accordance with the Early Retirement Incentive Program dated October 26, 2009.

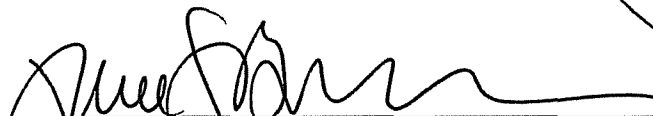
All other provisions of Article 8.1 remain unchanged.

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 15, including previous Amendments, shall remain in full force and effect during the new July 1, 2007 through June 30, 2014 term of the MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 3 to the 2007-2012 MOU No. 15 the day, month, and year written below.

SEIU, Local 721

City of Los Angeles

  
\_\_\_\_\_  
Julie Butcher  
Regional Director


  
\_\_\_\_\_  
Miguel A. Santana  
City Administrative Officer

Date 10/26/09

Date 10/26/09

Approved as to Form

FOR THE CITY ATTORNEY:

  
\_\_\_\_\_  
Eric P. Houston

Date 10-26-09

APPENDIX A

Operative on July 1, 2007

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
3364 1	Cook I	1504	31,403-	39,046
3364 2	Cook II	1612	33,658-	41,823
3149	Custodial Services Assistant	1340	27,979-	34,765
3149 A	Custodial Services Assistant - Airport	1442	30,108-	37,417
3149 H	Custodial Services Assistant - Harbor	1355	28,292-	35,162
3156	Custodian	1340	27,979-	34,765
3156 A	Custodian - Airport	1442	30,108-	37,417
3156 H	Custodian - Harbor	1355	28,292-	35,162
3172	Event Attendant	1340 (3)	31,195-	34,765
0717 2	Event Attendant II	11.76 HR		
0717 3	Event Attendant III	1137 (5)	29,503-	29,503
3191 1	Laundry Worker I	1747	36,477-	45,330
3191 2	Laundry Worker II	1839	38,398-	47,711
3530 1	Parking Attendant I	1131 (3)	26,330-	29,336
3530 2	Parking Attendant II	1185 (3)	27,582-	30,756
4118	Plant Guide	1039 (5)	26,956-	26,956
3157 1	Senior Custodian I	1465	30,589-	38,002
3157 1A	Senior Custodian I - Airport	1588	33,157-	41,217
3157 2	Senior Custodian II	1535	32,050-	39,818
3168	Senior Event Attendant	1730	36,122-	44,850
3174	Senior Window Cleaner	1839	38,398-	47,711
3174 A	Senior Window Cleaner - Airport	2024	42,261-	52,513
3173	Window Cleaner	1702	35,537-	44,161
3173 A	Window Cleaner - Airport	1873	39,108-	48,567

APPENDIX B

Operative on January 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
3364 1	Cook I	1535	32,050- 39,818
3364 2	Cook II	1644	34,326- 42,658
3149	Custodial Services Assistant	1367	28,542- 35,454
3149 A	Custodial Services Assistant - Airport	1471	30,714- 38,169
3149 H	Custodial Services Assistant - Harbor	1383	28,877- 35,872
3156	Custodian	1367	28,542- 35,454
3156 A	Custodian - Airport	1471	30,714- 38,169
3156 H	Custodian - Harbor	1383	28,877- 35,872
3172	Event Attendant	1367 (3)	31,800- 35,454
0717 2	Event Attendant II	12.00 HR	
0717 3	Event Attendant III	1160 (5)	30,088- 30,088
3191 1	Laundry Worker I	1782	37,208- 46,228
3191 2	Laundry Worker II	1876	39,170- 48,671
3530 1	Parking Attendant I	1153 (3)	26,831- 29,921
3530 2	Parking Attendant II	1210 (3)	28,146- 31,362
4118	Plant Guide	1060 (5)	27,499- 27,499
3157 1	Senior Custodian I	1494	31,194- 38,753
3157 1A	Senior Custodian I - Airport	1621	33,846- 42,031
3157 2	Senior Custodian II	1566	32,698- 40,612
3168	Senior Event Attendant	1763	36,811- 45,748
3174	Senior Window Cleaner	1876	39,170- 48,671
3174 A	Senior Window Cleaner - Airport	2065	43,117- 53,557
3173	Window Cleaner	1736	36,247- 45,038
3173 A	Window Cleaner - Airport	1911	39,901- 49,590

APPENDIX C

Operative on July 1, 2008

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
3364 1	Cook I	1581	33,011-	41,008
3364 2	Cook II	1694	35,370-	43,932
3149	Custodial Services Assistant	1408	29,399-	36,540
3149 A	Custodial Services Assistant - Airport	1516	31,654-	39,317
3149 H	Custodial Services Assistant - Harbor	1425	29,754-	36,978
3156	Custodian	1408	29,399-	36,540
3156 A	Custodian - Airport	1516	31,654-	39,317
3156 H	Custodian - Harbor	1425	29,754-	36,978
3172	Event Attendant	1408 (3)	32,782-	36,540
0717 2	Event Attendant II	12.36 HR		
0717 3	Event Attendant III	1195 (5)	30,986-	30,986
3191 1	Laundry Worker I	1836	38,335-	47,606
3191 2	Laundry Worker II	1932	40,340-	50,133
3530 1	Parking Attendant I	1188 (3)	27,645-	30,819
3530 2	Parking Attendant II	1246 (3)	28,981-	32,301
4118	Plant Guide	1092 (5)	28,334-	28,334
3157 1	Senior Custodian I	1538	32,113-	39,923
3157 1A	Senior Custodian I - Airport	1669	34,848-	43,305
3157 2	Senior Custodian II	1612	33,658-	41,823
3168	Senior Event Attendant	1817	37,938-	47,126
3174	Senior Window Cleaner	1932	40,340-	50,133
3174 A	Senior Window Cleaner - Airport	2126	44,390-	55,165
3173	Window Cleaner	1789	37,354-	46,395
3173 A	Window Cleaner - Airport	1969	41,112-	51,072

APPENDIX D

Operative on July 1, 2009

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
3364 1	Cook I	1581	33,011- 41,008
3364 2	Cook II	1694	35,370- 43,932
3149	Custodial Services Assistant	1408	29,399- 36,540
3149 A	Custodial Services Assistant - Airport	1516	31,654- 39,317
3149 H	Custodial Services Assistant - Harbor	1425	29,754- 36,978
3156	Custodian	1408	29,399- 36,540
3156 A	Custodian - Airport	1516	31,654- 39,317
3156 H	Custodian - Harbor	1425	29,754- 36,978
3172	Event Attendant	1408 (3)	32,782- 36,540
0717 2	Event Attendant II	12.36 HR	
0717 3	Event Attendant III	1195 (5)	30,986- 30,986
3191 1	Laundry Worker I	1836	38,335- 47,606
3191 2	Laundry Worker II	1932	40,340- 50,133
3530 1	Parking Attendant I	1188 (3)	27,645- 30,819
3530 2	Parking Attendant II	1246 (3)	28,981- 32,301
4118	Plant Guide	1092 (5)	28,334- 28,334
3157 1	Senior Custodian I	1538	32,113- 39,923
3157 1A	Senior Custodian I - Airport	1669	34,848- 43,305
3157 2	Senior Custodian II	1612	33,658- 41,823
3168	Senior Event Attendant	1817	37,938- 47,126
3174	Senior Window Cleaner	1932	40,340- 50,133
3174 A	Senior Window Cleaner - Airport	2126	44,390- 55,165
3173	Window Cleaner	1789	37,354- 46,395
3173 A	Window Cleaner - Airport	1969	41,112- 51,072

APPENDIX E

Operative on July 1, 2010

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
3364 1	Cook I	1581	33,011- 41,008
3364 2	Cook II	1694	35,370- 43,932
3149	Custodial Services Assistant	1408	29,399- 36,540
3149 A	Custodial Services Assistant - Airport	1516	31,654- 39,317
3149 H	Custodial Services Assistant - Harbor	1425	29,754- 36,978
3156	Custodian	1408	29,399- 36,540
3156 A	Custodian - Airport	1516	31,654- 39,317
3156 H	Custodian - Harbor	1425	29,754- 36,978
3172	Event Attendant	1408 (3)	32,782- 36,540
0717 2	Event Attendant II	12.36 HR	
0717 3	Event Attendant III	1195 (5)	30,986- 30,986
3191 1	Laundry Worker I	1836	38,335- 47,606
3191 2	Laundry Worker II	1932	40,340- 50,133
3530 1	Parking Attendant I	1188 (3)	27,645- 30,819
3530 2	Parking Attendant II	1246 (3)	28,981- 32,301
4118	Plant Guide	1092 (5)	28,334- 28,334
3157 1	Senior Custodian I	1538	32,113- 39,923
3157 1A	Senior Custodian I - Airport	1669	34,848- 43,305
3157 2	Senior Custodian II	1612	33,658- 41,823
3168	Senior Event Attendant	1817	37,938- 47,126
3174	Senior Window Cleaner	1932	40,340- 50,133
3174 A	Senior Window Cleaner - Airport	2126	44,390- 55,165
3173	Window Cleaner	1789	37,354- 46,395
3173 A	Window Cleaner - Airport	1969	41,112- 51,072



APPENDIX F

Operative on July 1, 2011

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE	
3364 1	Cook I	1628	33,992-	42,240
3364 2	Cook II	1745	36,435-	45,247
3149	Custodial Services Assistant	1452	30,317-	37,647
3149 A	Custodial Services Assistant - Airport	1561	32,593-	40,486
3149 H	Custodial Services Assistant - Harbor	1469	30,672-	38,085
3156	Custodian	1452	30,317-	37,647
3156 A	Custodian - Airport	1561	32,593-	40,486
3156 H	Custodian - Harbor	1469	30,672-	38,085
3172	Event Attendant	1452 (3)	33,784-	37,647
0717 2	Event Attendant II	12.73 HR		
0717 3	Event Attendant III	1231 (5)	31,926-	31,926
3191 1	Laundry Worker I	1891	39,484-	49,026
3191 2	Laundry Worker II	1990	41,551-	51,636
3530 1	Parking Attendant I	1224 (3)	28,480-	31,738
3530 2	Parking Attendant II	1283 (3)	29,879-	33,304
4118	Plant Guide	1125 (5)	29,190-	29,190
3157 1	Senior Custodian I	1586	33,115-	41,134
3157 1A	Senior Custodian I - Airport	1719	35,892-	44,600
3157 2	Senior Custodian II	1660	34,660-	43,075
3168	Senior Event Attendant	1872	39,087-	48,546
3174	Senior Window Cleaner	1990	41,551-	51,636
3174 A	Senior Window Cleaner - Airport	2190	45,727-	56,814
3173	Window Cleaner	1843	38,481-	47,836
3173 A	Window Cleaner - Airport	2028	42,344-	52,597

APPENDIX G

Operative on July 1, 2012

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3364 1	Cook I	1666	34,786-	43,222
3364 2	Cook II	1784	37,249-	46,270
3149	Custodial Services Assistant	1485	31,006-	38,503
3149 A	Custodial Services Assistant - Airport	1596	33,324-	41,405
3149 H	Custodial Services Assistant - Harbor	1502	31,361-	38,962
3156	Custodian	1485	31,006-	38,503
3156 A	Custodian - Airport	1596	33,324-	41,405
3156 H	Custodian - Harbor	1502	31,361-	38,962
3172	Event Attendant	1485 (3)	34,556-	38,503
0717 2	Event Attendant II	13.02 HR		
0717 3	Event Attendant III	1258 (5)	32,635-	32,635
3191 1	Laundry Worker I	1932	40,340-	50,133
3191 2	Laundry Worker II	2036	42,511-	52,847
3530 1	Parking Attendant I	1250 (3)	29,107-	32,448
3530 2	Parking Attendant II	1313 (3)	30,547-	34,055
4118	Plant Guide	1151 (5)	29,879-	29,879
3157 1	Senior Custodian I	1622	33,867-	42,052
3157 1A	Senior Custodian I - Airport	1759	36,727-	45,623
3157 2	Senior Custodian II	1698	35,454-	44,057
3168	Senior Event Attendant	1912	39,922-	49,632
3174	Senior Window Cleaner	2036	42,511-	52,847
3174 A	Senior Window Cleaner - Airport	2239	46,750-	58,088
3173	Window Cleaner	1886	39,379-	48,922
3173 A	Window Cleaner - Airport	2073	43,284-	53,787

APPENDIX H

Operative on July 1, 2013

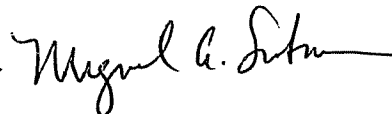
<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3364 1	Cook I	1733	36,185-	44,976
3364 2	Cook II	1857	38,774-	48,170
3149	Custodial Services Assistant	1544	32,238-	40,048
3149 A	Custodial Services Assistant - Airport	1660	34,660-	43,075
3149 H	Custodial Services Assistant - Harbor	1563	32,635-	40,549
3156	Custodian	1544	32,238-	40,048
3156 A	Custodian - Airport	1660	34,660-	43,075
3156 H	Custodian - Harbor	1563	32,635-	40,549
3172	Event Attendant	1544 (3)	35,934-	40,048
0717 2	Event Attendant II	13.55 HR		
0717 3	Event Attendant III	1309 (5)	33,951-	33,951
3191 1	Laundry Worker I	2011	41,989-	52,158
3191 2	Laundry Worker II	2119	44,244-	54,977
3530 1	Parking Attendant I	1301 (3)	30,297-	33,763
3530 2	Parking Attendant II	1366 (3)	31,779-	35,433
4118	Plant Guide	1198 (5)	31,090-	31,090
3157 1	Senior Custodian I	1686	35,203-	43,744
3157 1A	Senior Custodian I - Airport	1829	38,189-	47,460
3157 2	Senior Custodian II	1767	36,894-	45,852
3168	Senior Event Attendant	1990	41,551-	51,636
3174	Senior Window Cleaner	2119	44,244-	54,977
3174 A	Senior Window Cleaner - Airport	2329	48,629-	60,427
3173	Window Cleaner	1963	40,987-	50,926
3173 A	Window Cleaner - Airport	2157	45,038-	55,958

CITY OF LOS ANGELES  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: July 2, 2010

To: Wendy Greuel, City Controller  
Attn: Claire Bartels, Chief Deputy Controller

From: Miguel A. Santana, City Administrative Officer

Subject: **REVISED SALARY APPENDICES EFFECTIVE JULY 1, 2010**  
**(MOU Nos. 2, 3, 4, 6, 7, 10, 11, 12, 13, 14, 15, 16, 18, 29, 31, 34, 36, and 37)**

In accordance with the provisions of the October 2009 Letter of Agreement (LOA) with the Coalition of Los Angeles City Unions, scheduled salary increases are to be advanced one year in the event that employees represented by coalition bargaining units are laid off in the 2010-2011 fiscal year (see attached LOA, page 2 of 10). As layoffs involving coalition members occurred effective July 1, 2010, revised salary appendices of coalition bargaining units are transmitted herewith for implementation by the Controller's Office.

Revised salary appendices effective July 1, 2010 are also included for the Confidential Attorneys Unit (MOU 31). Although MOU 31, represented by the Engineers and Architects Association, is not a coalition bargaining unit, it has a "me too" agreement tying its provisions to those in MOU 29, the City Attorneys Unit, which is a member of the coalition.

In addition, please be advised that pursuant to the LOA, the 1.75% cash payment previously scheduled for November 1, 2011 will not occur. The 2.75% additional salary adjustments for eligible employees provided for in the October 2009 coalition MOU amendments, previously scheduled for January 1, 2012, January 1, 2013, and January 1, 2014 are also advanced by one year. Therefore, the new effective dates for the 2.75% additional salary adjustments for eligible employees are: January 1, 2011, January 1, 2012, and January 1, 2013. (Please refer to the specific October 2009 MOU Amendment for details on the 2.75% additional salary adjustments, as there are variations among the MOUs - in particular with respect to part-time employees.) All MOU amendments are posted on the CAO's website at <http://cao.lacity.org/MOUs/index.htm>. The subject coalition MOUs and MOU 31 will now expire on June 30, 2013 instead of June 30, 2014.

Any questions regarding this matter may be directed to Carolyn Cooper of my staff at (213) 978-7636 or via e-mail at [carolyn.cooper@lacity.org](mailto:carolyn.cooper@lacity.org). Thank you for your assistance.

MAS:CEC:kh652

## Attachments

c: Personnel Directors (w/o DWP)  
Zna Houston, City Attorney's Office  
Nam Huynh, Controller's Office  
Robert McNeal, Controller's Office

**LETTER OF AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND  
COALITION OF LOS ANGELES CITY UNIONS**

**2007-2014 MEMORANDA OF UNDERSTANDING**

**2, 3, 4, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 29, 34, 36, 37**

**Amendment to Coalition MOUs of 2007-2012**

1. Term – the term of all Coalition Memoranda of Understanding (MOUs), as enumerated above, shall be amended to July 1, 2007 through June 30, 2014. For MOUs 2 and 13, the term shall be amended to September 1, 2007 through June 30, 2014.
2. Should either the Union or Management desire a successor MOU, that party shall serve upon the other during the period from April 1, 2014, through April 30, 2014, its written proposals for such a successor MOU.
3. Except as delineated in this Agreement and the implementing MOU Amendments, all provisions of the existing MOUs shall remain in full force and effect through June 30, 2014.
4. This Agreement and MOU amendments are subject to ratification by each Coalition member union and will become effective after such ratification and approval by the City Council.

**Continued Mutual Commitment To LA's Future**

The City of Los Angeles and Coalition of Los Angeles City Unions have negotiated to extend the current Memoranda of Understanding two additional years, through June 30, 2014. Agreement was reached by utilizing the Mutual Gains process to identify solutions to help address the largest budgetary deficit in the City's history during fiscal year 2009-10 and projected deficit for fiscal year 2010-11. The parties acknowledge there is still much uncertainty regarding the economy and potential impact on the City's financial condition. The parties recognize that these economical factors include, but are not limited to the local economy, City revenue, revenue from State and Federal budgets, and adverse litigation. It is therefore essential that both parties maintain the ability to address these uncertainties.

To address future uncertainties, both parties agree to continue to work cooperatively under the framework of the Mutual Gains process under the provisions of the existing MOUs and under the provisions of this letter of agreement. Either party may invoke the Mutual Gains process under any of these provisions.

The parties have agreed to achieve \$77.8 million in General Fund savings during the remainder of fiscal year 2009-10. These savings are essential to the City's fiscal stability. The parties agree to meet monthly to monitor the achievement of the savings identified in Attachment 1.

## Salaries

The following is the new extended salary adjustment schedule:

<b>Fiscal Year</b>	<b>Effective Date</b>	<b>Current Provision</b>	<b>Modified Provision</b>
2009/10	7/1/09	3% COLA	0%
	1/1/10	2.75% Step Increase	0%
2010/11	7/1/10	2.25% COLA	0%
	1/1/11	2.75% Step Increase	0%
2011/12	7/1/11	2.25% COLA	3% COLA
	11/1/11	---	1.75% Cash Payment
	1/1/12	2.75% Step Increase	2.75% Step Increase
2012/13	7/1/12	---	2.25% COLA
	11/1/12	---	1.75% Cash Payment
	1/1/13	---	2.75% Step Increase
2013/14	7/1/13	---	2.25% COLA
	7/1/13	---	1.75% Additional COLA for Deferral Recovery
	1/1/14	---	2.75% Step Increase

**Note:** Each cash payment shall be delivered in a single separate check as a lump sum, calculated on annual base wage (excludes all bonuses) as of November 1, 2011 and 2012.

## Furloughs and Layoffs

The undersigned parties agree that any employee represented by any union that is a member of the Coalition of Los Angeles City Unions will not be subject to layoff or a mandatory unpaid furlough program during the time period from July 1, 2009 to June 30, 2011, except as provided below.

During fiscal year 2009-10, if the City undergoes a catastrophic occurrence resulting in the combined loss of at least \$100 million dollars to the City General Fund or any Special Fund, or there is an unplanned expenditure of at least \$100 million dollars, the Coalition and the City shall meet within five working days of the City's declaration of meeting the threshold and use the Mutual Gains to address the shortfall. In any event, the Coalition shall be responsible for up to one-third of the shortfall.

In fiscal year 2010-11, if the City elects to lay off any member in any classification represented by Coalition bargaining units, all wage movement outlined in the MOU extension will be advanced by one year (retroactive if necessary) for all Coalition bargaining units. The cash bonus previously scheduled for 11/01/2011 will be removed, and the MOU extension will end June 30, 2013. The City will meet with the Coalition immediately after the release of the Fiscal Year 2009-10 Mid-Year Financial Status Report, in anticipation of the Fiscal Year 2010-11 budget. Before proposing any layoffs in the FY 10-11 budget, the City will meet with the Coalition to discuss other options, including furloughs, using the Mutual Gains process. In the event agreement is not reached within twenty working days, established bargaining

practices, as prescribed by the Employee Relations Ordinance, shall be used. The Coalition does not waive any of its rights under the MOU, this Agreement, or law with respect to layoffs or furloughs.

### **Layoff Avoidance**

The City shall utilize all appropriate layoff avoidance tools, (e.g., transfers, Charter Section 1014 transfers) to avoid layoffs in General Fund positions. In the event an appropriate transfer is refused by an employee, the parties agree that layoff protection pursuant to this Agreement is waived for that employee.

### **Mitigation**

The City agrees to undertake the following mitigation measures before enacting this provision in either fiscal year 2009-10 or 2010-11. The City will:

1. First attempt to bond against the loss if practicable.
2. Use all State and Federal assistance funds (e.g. Stimulus funds, FEMA, and other State/Federal funds provided in emergency situations).
3. Consider and evaluate the Public Private Parking Partnership (P-3).
4. Attempt to maximize full indirect cost recovery to the general fund of all special fund/proprietary departments.
5. Conduct a review of all uncommitted general funds available.
6. Consider special obligation bonds against any judgments over \$10 million dollars.

### **Acknowledgement of Shared Sacrifice**

In order to meet current economic challenges and maintain critical City services for all communities, the Mayor and Council have promulgated a policy of shared sacrifice, asking their labor partners to fully engage in confronting an historic budget shortfall. The Mayor and Council are committed to ensuring that all City employees share in the collective sacrifice during this time and that all City entities participate equitably.

In reaching this Agreement, the Coalition of LA City Unions has stepped forward ahead of all others and demonstrated its commitment to the long-term sustainability of the City workforce and the services its workers provide. The City acknowledges the sacrifice and initiative taken by the Coalition, and will use the Mutual Gains process to address concerns that Coalition members are treated equitably for the life of this agreement.

For those Unions that have cooperated in the spirit of shared sacrifice, it is the intent of the City that they should also share in the benefits when the financial position of the City improves. If the City experiences an unexpected increase in revenue or improvement in the General Fund the City shall make it a priority to repay the workers' sacrifices.

In the event New Revenues coming into the General Fund are identified, either party may begin the discussion by notifying the other party in writing of its intent to meet to determine how a portion of the identified New Revenues will be applied in the form of accelerated or enhanced wages and/or benefits. It is the intent of this letter of agreement that the cumulative value of any wages and/or benefit adjustments shall be 25% of the identified revenue total.

New Revenue is defined as General Fund revenue from any new source, in excess of \$40 million, that is fungible or otherwise not designated. Public-private partnerships shall be excluded from this section, with the understanding that the Coalition shall be part of discussions around the use of any revenues gained from such a program, and the revenues will be used primarily to fortify the long-term viability of City operations and the City workforce. In addition, this provision does not apply to pension-related funding.

### **Contracting of Bargaining Unit Work**

Nothing in this provision contravenes the job protection language included in all Coalition Memoranda of Understanding. The parties agree that during the term of this Agreement the following terms and conditions shall apply to the contracting of bargaining unit work:

- A. No Coalition member shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work.
- B. If any Coalition member subject to the provisions herein is displaced as a result of contracting, he/she shall be retained in a position within a classification represented by the Coalition.
- C. Notwithstanding any provision of this Agreement to the contrary and excluding the provisions of paragraph 6 below, the provisions of this article shall be subject to advisory arbitration only.
- D. In lieu of the meet-and-confer process prescribed by the Employee Relations Ordinance (ERO), the parties agree to meet and discuss, in accordance with the provisions outlined below, all contracts to perform Coalition work except for contracts required by bona fide emergencies.
- E. The parties agree that the following expedited procedure shall replace the impasse resolution provisions of the ERO for disputes arising out of the meet and discuss process specified above:
  - 1. The City shall provide timely notice, through the existing "clearinghouse" procedure, of proposed contracts to perform unit work. In addition, the City shall provide the Coalition a list of individuals responsible for coordinating contracting information in each department.
  - 2. The affected Coalition union may request to meet and discuss such proposed contracts within five (5) working days following notice as indicated in "a." above. Failure by the affected Coalition union to request such meeting(s) within the prescribed five days shall constitute a waiver of the affected Coalition union's right to continue this process.



3. Meeting(s), if requested, shall begin within five (5) working days following notice to the City by the affected Coalition union of its desire to discuss the proposed contract(s).
  4. If the parties cannot reach agreement through the meet-and-discuss process, the affected Coalition union may request expedited advisory arbitration within five (5) working days following the last meet-and-discuss session. Failure by the affected Coalition union to request arbitration within the specified five days shall constitute a waiver of the Coalition's right to continue in this process. The parties will attempt to establish a mutually agreeable, expedited process for selecting arbitrators. Absent any such agreement, arbitrators will be selected in accordance with Rules 11.03 and 11.04 of the Employee Relations Board.
  5. The parties agree that for contracts with a value of less than \$1 million, the hearing and issuance of the advisory decision by the arbitrator shall be concluded within thirty (30) calendar days following request for arbitration; and within (90) calendar days for contracts of \$1 million or more.
  6. The arbitrator's advisory decision and recommendation shall be transmitted to the appropriate determining body simultaneously with the proposed contract.
  7. The time limits in this process may be extended only by the mutual, written agreement of the parties.
  8. The expedited arbitration process herein shall be informal. Court reporters shall not be used; rules of evidence shall be informal; the production of witnesses and documentary evidence shall be at the discretion of each party; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; post hearing briefs shall not be required or submitted.
  9. Arbitration fees shall be shared equally by the affected Coalition union and the City.
- F. Disputes over the practical consequences of the contracting of unit work, other than those occurring under paragraphs 4 and 5 above, shall be resolved in accordance with the provisions of the Grievance Procedure under the affected Coalition MOU, and shall not delay the implementation of the contract if all other provisions of this section have been met. The parties agree that the review of "practical consequence" grievances shall begin with the first formal level of review of the grievance procedure and that said grievances shall be subject to advisory arbitration, except as provided in the Arbitration step (Step 4) of the affected Coalition MOU Grievance Procedure.

## **Early Retirement Incentive Program**

### **A. Goals**

The Early Retirement Incentive Program (ERIP) Letter of Agreement sets a goal of the retirement of 2,400 civilian employees. In the event that the number of retirees is not achieved, the City and the Coalition will meet promptly in accordance with the Mutual Gains process to address solutions and reach agreement within 20 working days of the end of the ERIP subscription period on the steps to be followed to close any financial shortfall in employee retirements/departures. For those 20 days, Mutual Gains shall take precedence over established bargaining practices as prescribed by the Employee Relations Ordinance (ERO). Thereafter, established bargaining practices shall apply. Any solution will not disproportionately impact Coalition members.

### **B. Separation Pay**

Separation Pay for employees retiring under the ERIP, as described in #3 of the ERIP Letter of Agreement, shall be divided into two equal payments, in two separate calendar years.

### **C. Program Review**

At the conclusion of the ERIP (i.e., participants have been identified and are separating from City service), the parties will meet to discuss and develop solutions for resolving organizational and operational issues that result from the ERIP.

## **Special Fund/Proprietary Savings**

The savings generated by this Coalition Agreement in Special Funds and Proprietary Departments will be utilized, to the greatest extent possible, to offset the shortfall in the General Fund.

Special Funds and Proprietary Departments will, to the maximum extent legally permissible, contract with City departments to perform duties otherwise performed by outside contractors.

The City will continue to use its best efforts to fill vacancies in Special Fund and Proprietary Departments by transfer or promotion from within the City workforce.

The CAO shall report to the Mayor and Council by mid-year on the status of implementation of this provision.

## **Part Time Workforce**

It is recognized that furloughs were not intended to affect half time/part time workers. The savings generated through the shared sacrifice of the part time workforce will be utilized, to

the extent that savings are available, to preserve or expand the hours and services provided by those workers.

The implementation of this provision will be discussed with each affected department, including the Library Department, the Department of Recreation and Parks, the Zoo Department, the Department of Cultural Affairs, the Los Angeles Convention Center, and the Department of Transportation.

### **Reduced Work Schedules**

Notwithstanding any provisions in existing Coalition MOUs or the Los Angeles Administrative Code, the parties agree that the regular work schedules of full-time employees in Coalition-represented classes will be 76.5 hours per payperiod commencing the first day of payperiod 10 (October 25, 2009) and ending the last day of payperiod 26 (June 19, 2010).

Employees eligible for overtime pursuant to the affected Coalition MOU, shall continue to be credited only after 40 hours of compensated time in a workweek.

If, due to operational necessity, an FLSA non-exempt employee on a reduced work schedule is assigned by Management to work more than 76.5 hours in any payperiod, his/her work hours shall be reduced in future payperiods so that the employee's work hours have been reduced for a total of 59.5 hours between October 25, 2009 and June 19, 2010.

There is no intent to change alternative work schedules where they remain operationally feasible.

### **72-Hour Alternative Work Schedules**

Los Angeles Administrative Code Section 4.117 permits the continuation of full-time benefits to employees who voluntarily reduce their number of hours worked (and paid) from 80 to not less than 72. Departments are encouraged to approve all requests for reduced schedules. Denials of such requests must be sent to the Employee Relations Division of the CAO for review.

### **Bonus Calculation**

Effective the start of the payperiod following Council approval of the MOU Amendments implementing this Agreement, each salary bonus paid pursuant to a Coalition MOU and/or the Los Angeles Administrative Code shall be calculated on the base salary rate for the affected employee.

### **Compensated Time Off**

Effective the start of the payperiod following City Council approval of the MOU amendments implementing this Agreement and ending June 30, 2010, employees may accumulate up to 240 hours of compensatory time off (CTO). Management may require employees to use CTO at any time prior to June 30, 2010.

### **Annual Sick Leave Payout**

Notwithstanding Section 4.126, subsection (b) of the LAAC, any sick leave at full pay remaining unused at the end of the 2009 calendar year, which, if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall be compensated at 50% of the employee's salary rate in effect as of December 31, 2009, with payment made to the employee during the 2010-11 fiscal year.

### **Employee Contributions to Retirement**

Effective the start of the payperiod following City Council approval of the MOU amendments implementing this Agreement through June 30, 2011, for employees hired prior to January 1, 1983, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of six percent (6%) shall be implemented. For employees hired January 1, 1983 and thereafter, the Beta Retirement Formula and a flat-rated employee retirement contribution of six percent (6%) shall be continued.

Effective July 1, 2011, for all employees regardless of their date of hire, the Beta Retirement Formula shall be continued and a flat-rated employee retirement contribution of 7.0 percent (7.0%) shall be implemented, in accordance with Section 8 of the Early Retirement Incentive Program Letter of Agreement.

### **Bar Dues**

The City's payment of bar dues/fees under Article 31 of MOU 29 shall be deferred until August 2010.

### **Tracking Coalition Generated Savings**

The parties agree that if average ERIP savings exceed five months (150 days) per ERIP participant (who filed for retirement during the ERIP eligibility window), and/or if the amount generated by transferring General Fund employees to Special Fund and proprietary department vacancies exceeds \$6.5 million during the period commencing September 20, 2009 and ending June 30, 2010, then 50% of the General Fund savings generated by these occurrences will be credited as one-time savings, either as credits or available cash. No later than November 1, 2009, the parties agree to mutually develop the specific implementing provisions of this section, including how the credits will be tracked and calculated, define "credits" and "available cash" and their appropriate use, as well as all other implementing provisions.

For the Coalition of LA City Unions

For the City of Los Angeles

*Cheryl Parisi*

Cheryl Parisi, Executive Director  
AFSCME District Council 36

10/26/09

Date

*Julie Butcher*

Julie Butcher  
SEIU Local 721

10/26/09

Date

*Victor Gordo*

Victor Gordo, Secretary-Treasurer  
LIUNA, Local 777

10/27/09

Date

*Robbie Hunter*

Robbie Hunter, Council Representative  
LA/Orange County Building & Construction Trades Council

10/26/09

Date

*Lance Bedolla*

Lance Bedolla, Business Representative  
IUOE, Local 501

10.26.09

Date

\_\_\_\_\_  
Carlos Rubio  
Teamsters Local 911

\_\_\_\_\_  
Date

*Miguel A. Santana*

Miguel A. Santana  
City Administrative Officer

10/26/09

Date

**ATTACHMENT 1**

<b>COALITION OF UNIONS GENERAL FUND SAVINGS TARGET</b>	<b>\$78.0 Million</b>
Increase Compensated Time Off Bank to 240 hours	\$22.1 Million
Defer ERIP Cash Payout to Next Two Fiscal Years (2010-2011 and 2011-2012)	\$24.6 Million
Defer 2010 Excess Sick Leave Payout to FY 2010-11	\$1.8 Million
76.5 Hour Work Schedule for 17 pay periods	\$18.5 Million
Eliminate Bonus Compounding	\$0.6 Million
72-Hour Voluntary Alternative Work Schedule (2% of Coalition Full-Time Workforce)	\$0.8 Million
Defrayal Elimination	\$2.6 Million
Utilize ERIP/COLA Deferral Savings from Special Funds/Proprietary Department Funds	\$6.5 Million
Defer 2010 Bar Dues to August 2010	\$0.25 Million
<b>TOTAL SAVINGS IDENTIFIED</b>	<b>\$77.8 Million</b>
<b>REMAINING BALANCE</b>	<b>\$0.2 Million</b>

MOU 15  
Service Employees Unit

Salary Appendices E - G

Revised July 1, 2010

APPENDIX E

Operative on July 1, 2010

<u>CLASS CODE</u>	<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3364 1	Cook I	1628	33,992-	42,240
3364 2	Cook II	1745	36,435-	45,247
3149	Custodial Services Assistant	1452	30,317-	37,647
3149 A	Custodial Services Assistant - Airport	1561	32,593-	40,486
3149 H	Custodial Services Assistant - Harbor	1469	30,672-	38,085
3156	Custodian	1452	30,317-	37,647
3156 A	Custodian - Airport	1561	32,593-	40,486
3156 H	Custodian - Harbor	1469	30,672-	38,085
3172	Event Attendant	1452 (3)	33,784-	37,647
0717 2	Event Attendant II	12.73 HR		
0717 3	Event Attendant III	1231 (5)	31,926-	31,926
3191 1	Laundry Worker I	1891	39,484-	49,026
3191 2	Laundry Worker II	1990	41,551-	51,636
3530 1	Parking Attendant I	1224 (3)	28,480-	31,738
3530 2	Parking Attendant II	1283 (3)	29,879-	33,304
4118	Plant Guide	1125 (5)	29,190-	29,190
3157 1	Senior Custodian I	1586	33,115-	41,134
3157 1A	Senior Custodian I - Airport	1719	35,892-	44,600
3157 2	Senior Custodian II	1660	34,660-	43,075
3168	Senior Event Attendant	1872	39,087-	48,546
3174	Senior Window Cleaner	1990	41,551-	51,636
3174 A	Senior Window Cleaner - Airport	2190	45,727-	56,814
3173	Window Cleaner	1843	38,481-	47,836
3173 A	Window Cleaner - Airport	2028	42,344-	52,597



APPENDIX F

Operative on July 1, 2011

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
3364 1	Cook I	1666	34,786- 43,222
3364 2	Cook II	1784	37,249- 46,270
3149	Custodial Services Assistant	1485	31,006- 38,503
3149 A	Custodial Services Assistant - Airport	1596	33,324- 41,405
3149 H	Custodial Services Assistant - Harbor	1502	31,361- 38,962
3156	Custodian	1485	31,006- 38,503
3156 A	Custodian - Airport	1596	33,324- 41,405
3156 H	Custodian - Harbor	1502	31,361- 38,962
3172	Event Attendant	1485 (3)	34,556- 38,503
0717 2	Event Attendant II	13.02 HR	
0717 3	Event Attendant III	1258 (5)	32,635- 32,635
3191 1	Laundry Worker I	1932	40,340- 50,133
3191 2	Laundry Worker II	2036	42,511- 52,847
3530 1	Parking Attendant I	1250 (3)	29,107- 32,448
3530 2	Parking Attendant II	1313 (3)	30,547- 34,055
4118	Plant Guide	1151 (5)	29,879- 29,879
3157 1	Senior Custodian I	1622	33,867- 42,052
3157 1A	Senior Custodian I - Airport	1759	36,727- 45,623
3157 2	Senior Custodian II	1698	35,454- 44,057
3168	Senior Event Attendant	1912	39,922- 49,632
3174	Senior Window Cleaner	2036	42,511- 52,847
3174 A	Senior Window Cleaner - Airport	2239	46,750- 58,088
3173	Window Cleaner	1886	39,379- 48,922
3173 A	Window Cleaner - Airport	2073	43,284- 53,787

APPENDIX G

Operative on July 1, 2012

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
3364 1	Cook I	1733	36,185- 44,976
3364 2	Cook II	1857	38,774- 48,170
3149	Custodial Services Assistant	1544	32,238- 40,048
3149 A	Custodial Services Assistant - Airport	1660	34,660- 43,075
3149 H	Custodial Services Assistant - Harbor	1563	32,635- 40,549
3156	Custodian	1544	32,238- 40,048
3156 A	Custodian - Airport	1660	34,660- 43,075
3156 H	Custodian - Harbor	1563	32,635- 40,549
3172	Event Attendant	1544 (3)	35,934- 40,048
0717 2	Event Attendant II	13.55 HR	
0717 3	Event Attendant III	1309 (5)	33,951- 33,951
3191 1	Laundry Worker I	2011	41,989- 52,158
3191 2	Laundry Worker II	2119	44,244- 54,977
3530 1	Parking Attendant I	1301 (3)	30,297- 33,763
3530 2	Parking Attendant II	1366 (3)	31,779- 35,433
4118	Plant Guide	1198 (5)	31,090- 31,090
3157 1	Senior Custodian I	1686	35,203- 43,744
3157 1A	Senior Custodian I - Airport	1829	38,189- 47,460
3157 2	Senior Custodian II	1767	36,894- 45,852
3168	Senior Event Attendant	1990	41,551- 51,636
3174	Senior Window Cleaner	2119	44,244- 54,977
3174 A	Senior Window Cleaner - Airport	2329	48,629- 60,427
3173	Window Cleaner	1963	40,987- 50,926
3173 A	Window Cleaner - Airport	2157	45,038- 55,958

**AMENDMENT NO. 4**

**MEMORANDUM OF UNDERSTANDING NO. 15  
REGARDING THE  
SERVICE EMPLOYEES REPRESENTATION UNIT**

**THIS AMENDMENT NO. 4 to the 2007-2012  
Service Employees Representation Unit  
Memorandum of Understanding No. 15 is made and entered into  
this 29<sup>th</sup> day of April, 2011**

**BY AND BETWEEN**

**THE HEADS OF DEPARTMENTS, OFFICES OR BUREAUS REPRESENTED HEREIN  
(hereinafter referred to as "Management")**

**AND THE**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 721  
(hereinafter referred to as "UNION")**

**AMENDMENT NO. 4**  
**SERVICE EMPLOYEES REPRESENTATION UNIT**  
**2007-2012 MEMORANDUM OF UNDERSTANDING (MOU) NO. 15**

This Memorandum of Understanding (MOU) Amendment No. 4 reflects agreement reached by the parties on April 24, 2011, which amends the 2007-2012 MOU that was previously amended on October 26, 2009 by MOU 15 Amendment No. 3 and subsequently revised effective July 1, 2010, by the terms of the October 26, 2009 Letter of Agreement, resulting in the current expiration date of June 30, 2013.

This MOU Amendment No. 4 reflects the terms of the Letter of Agreement entered into by the parties on April 8, 2011, as follows:

- The term of the MOU is extended by one year through June 30, 2014.
- Salary Appendix F, effective July 1, 2011, is revised to reflect a .75% COLA, which represents a 1.5% reduction in members' salaries for Fiscal Year 2011-12 (from the previously scheduled 2.25% COLA) and in exchange, employees shall receive four, eight-hour paid days off (32 hours) in 2011 between the Christmas Day and New Year's Day holidays (except where noted).
- The cash payment of 1.75% previously scheduled to occur on November 1, 2012 is eliminated, and in exchange, Unit members shall receive four, eight-hour paid days off (32 hours) in 2012 between the Christmas Day and New Year's Day holidays (except where noted).
- Salary Appendix G, effective July 1, 2012, is revised to reflect a 2.25% COLA and restoration of 1.5% from Fiscal Year 2011-12.
- Salary Appendix H, effective July 1, 2013, is added to reflect a 1.75% COLA.
- Effective April 1, 2011 through June 30, 2012, for Council-controlled departments, the provision for overtime will be in the form of compensatory time off (CTO) up to 240 of accumulated hours instead of cash payments (except where noted).
- Effective April 24, 2011, there will be graduated additional employee retirement contributions to defray a portion of the City's cost of providing retirement health benefits, and in turn the retiree health benefit is vested as described in the below Retirement Benefits article. Accordingly, effective April 24, 2011 Unit members will contribute an additional 2% (above the pre-April 24, 2011 employee contribution rates), increasing to an additional 4% effective July 1, 2011 (above the previously scheduled July 1, 2011 employee contribution rate of 7%), for a total 11% (pre-tax) employee retirement contribution rate on July 1, 2011.
- Effective April 24, 2011 through April 23, 2012, all regularly-scheduled salary step advancements shall be frozen, with salary step anniversary dates being postponed by one year.
- Any excess sick leave hours (up to 96) accumulated above 800 hours, which would have been paid out in January 2012 and January 2013 will be deposited instead into a leave bank, with said banked excess sick leave hours being available to be used in a manner similar to vacation or cashed out at the time of retirement.

Articles 1.5, 1.6, 5.1, 5.10, 5.13, 6.3, 6.6, and 8.1 and Salary Appendices F, G, and H are hereby amended as follows.

**ARTICLE 1.5        TERM**

The first paragraph of Article 1.5 is amended in its entirety to read:

The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 1.3, Implementation of Memorandum of Understanding, are fully met, but in no event shall said MOU become effective prior to 12:01 a.m. on July 1, 2007. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2014.

All other provisions of Article 1.5 remain unchanged.

**ARTICLE 1.6        CALENDAR FOR SUCCESSOR MEMORANDUM OF UNDERSTANDING**

Article 1.6 is amended in its entirety to read:

In the event the Union or Management desires a successor MOU, said party shall serve upon the other during the period from April 1, 2014 through April 30, 2014, its written proposals for such successor MOU. Meet and confer sessions shall begin no later than thirty (30) calendar days following submittal of the proposals.

**ARTICLE 5.1        OVERTIME**

**Compensated Time Off (CTO) (Council-Controlled Departments only)**

A new paragraph under the Compensated Time Off section of Article 5.1 is added to read:

Effective April 1, 2011 employees in this Unit, whose salaries in any portion are paid for by the General Fund, shall not receive cash overtime during the period April 1, 2011 through June 30, 2012, unless authorized by the City Administrative Officer due to extraordinary circumstances. Said employees may accumulate up to 240 hours of compensatory time off (CTO). The parties agree the City will provide notice to employees who have accrued CTO time in excess of 180 hours and employees shall request to schedule time off within a reasonable period (not to exceed three pay periods) in order to reduce their CTO bank below the 180-hour threshold. Any General Manager requesting exemption from this provision shall be required to submit a written request to the City Administrative Officer for evaluation and approval.

**ARTICLE 5.10       SALARIES**

Article 5.10 is amended by revising the following paragraphs to read:

- A. The parties to this MOU jointly recommend to the City Council approval of the revised salaries set forth in Appendices F through H.
- B. The salaries set forth in Appendices F through H shall become operative as follows:

Appendix F	July 1, 2011
Appendix G	July 1, 2012
Appendix H	July 1, 2013

#### **ADDITIONAL SALARY ADJUSTMENTS**

- C. **Employees in Classes with 5-Step Salary Ranges (Employees with Full-Time or Half-Time Status)**

- (1) The 2.75% additional salary adjustment originally scheduled to be effective January 1, 2012, was moved up one year to be effective January 1, 2011, in accordance with the Letter of Agreement dated October 26, 2009. Accordingly, Unit employees who have at least twelve (12) months of service at step 5 of the salary range in their current classification on or after January 1, 2011 shall receive a salary adjustment of 2.75%.
- (2) Effective January 1, 2014, Unit employees at step 5 of the salary range for their classification who received the 2.75% additional salary adjustment on or after the effective date of January 1, 2011, as provided for in accordance with the 2007-2012 MOU 15 Amendment 3 as modified by the October 26, 2009 Letter of Agreement, shall receive an additional salary adjustment of 5.5% effective January 1, 2014, provided that said employees have received the previous January 1, 2011, 2.75% additional adjustment provided for in C.(1) above for at least 12 months.
- (3) This paragraph is deleted.

- D. **Employees Compensated at a Flat Hourly Rate (Employees with Full-Time or Half-Time Status)**

Effective January 1, 2014, Unit employees in flat-rated classifications shall receive a salary adjustment of 5.5%.

- E. **Employees with Intermittent Status (Employees in Salary Range or Flat-Rated Classes)**

Effective January 1, 2014, Unit employees with intermittent status with 2000 hours of compensated time subsequent to the 2.75% adjustment provided effective January 1, 2011 shall receive an additional salary adjustment of 5.5%.

## **ADDITIONAL CASH PAYMENTS**

### **F. Full-Time Employees Only**

The one-time, lump sum cash payment previously scheduled to be provided between November 1, 2012, and December 31, 2012, in accordance with the 2007-2012 MOU 15 Amendment No. 3 as modified by the October 26, 2009 Letter of Agreement, is eliminated. In exchange, Unit employees shall receive four, eight-hour days of paid time off during the 2012 holiday period of December 24, 2012 through December 31, 2012 as described in the Holiday article in this MOU amendment.

The section "**ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS**" remains unchanged.

## **ARTICLE 5.13 SALARY STEP ADVANCEMENT**

### **B. Subsequent Step Advancement**

A new second paragraph is added under Section B to read:

Notwithstanding the above provisions and LAAC Section 4.92, effective during the period of April 24, 2011 through April 23, 2012, all salary step advancement shall be frozen. Accordingly, any salary step advancement anniversary dates that would have occurred during this time period shall be postponed by twelve (12) months maintaining the employee's anniversary month and day.

## **ARTICLE 6.3 HOLIDAYS AND HOLIDAY PAY**

New paragraphs N. and O. are added to read:

- N. 2011 Holiday Closure – Full and Half-Time Employees Only - Effective December 27, 2011 through December 31, 2011, in exchange for employees' receiving a salary reduction of 1.5% between July 1, 2011 and June 30, 2012, full-time employees shall receive four, eight-hour days off (32 hours) with pay and half-time employees shall receive 16 hours off with pay, between the City's 2011 Christmas Day and New Year's Day holidays. It is recognized that not all departments or divisions will be able to shut down during this holiday period. Departments that are unable to shut down during the holiday period specified above, shall be required to submit an alternate plan to the Office of the City Administrative Officer (CAO) prior to November 1, 2011. The CAO shall discuss the alternate plans with the Coalition.
- O. 2012 Holiday Closure – Full Time Employees Only - Effective December 24, 2012 through December 31, 2012, in exchange for the elimination of the 1.75% cash payment previously scheduled for full-time employees only, for November 1, 2012, full-time employees shall receive four, eight-hour days off (32 hours)

with pay between the City's 2012 Christmas Day and New Year's Day holidays. Eligible half time employees will receive 16 hours of paid leave. It is recognized that not all departments or divisions will be able to shut down during this holiday period. Departments that are unable to shut down during the holiday period specified above shall be required to submit an alternate plan to the CAO prior to November 1, 2012. The CAO shall discuss the alternate plans with the Coalition.

## **ARTICLE 6.6        EMPLOYEE BENEFITS**

A new paragraph is added to Article 6.6 to read:

### Excess Sick Leave Payments - January 2012 and January 2013

In accordance with LAAC Section 4.126(b), any unused balance of sick leave at full pay remaining unused at the end of any calendar year, which if added to an employee's accumulated sick leave at full pay, will exceed 800 hours, shall, as soon as practicable after the end of each calendar year, be compensated for by cash payment of 50% of the salary rate current at the date of payment. The parties agree that in lieu of the cash payment specified above, covered employees will receive a bank of time that is equivalent to the annual sick leave payout that would be due at the end of calendar years 2011 and 2012. (For example, an employee who would ordinarily receive the maximum of 96 hours of excess sick leave paid in cash at 50% of his/her salary rate – the equivalent of 48 hours at full pay – will instead receive 48 hours of time off with pay.) The credited time will be deposited into a separate leave bank to be used in a manner similar to vacation time, or cashed out at the time of retirement. Any General Manager requesting exemption from this provision shall be required to submit a written request to the City Administrative Officer for evaluation and approval.

All other provisions of Article 6.6 remain unchanged.

## **ARTICLE 8.1        RETIREMENT BENEFITS**

### **A.        Benefits**

Paragraph A of Article 8.1 is amended by adding a new fourth paragraph to read:

Effective April 24, 2011, all Unit members who are members of LACERS shall contribute an additional two percent (2%) of their pre-tax compensation to defray a portion of the City's cost of providing retiree health insurance. Effective July 1, 2011, this additional two percent (2%) employee retirement contribution amount shall be increased to four percent (4%); thereby resulting in a total flat rate employee retirement contribution rate of eleven percent (11%) on July 1, 2011 in accordance with the above provisions. This additional four percent (4%) contribution shall continue in effect and be subject to modification pursuant to future MOU negotiations in accordance with applicable Charter provisions.

### **C.        Retiree Health Benefits**



A new Paragraph C of Article 8.1 is added to read:

As of April, 2011 there is a retiree health benefit for employees provided under Division 4, Chapter 11, Article 3 of the Los Angeles Administrative Code (LAAC). Commencing on the effective date of this MOU Amendment, the parties agree that the retiree health benefit available under this program is a vested benefit for bargaining unit members. Specifically, the parties agree that the current Maximum Medical Plan Premium Subsidy of \$1,190 per month, which represents the Kaiser two-party non-Medicare Part A and Part B premium, is vested. Additionally, the maximum amount of the annual increase authorized in LAAC Section 4.1103.4 shall be granted and is vested. The entitlement to retiree health benefits under this provision shall be subject to the rules under Division 4, Chapter 11 of the LAAC in effect as of the effective date of this provision.

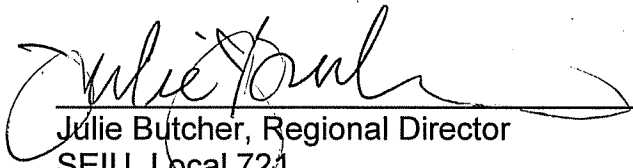
The parties further agree that as a condition of vesting the Maximum Medical Plan Premium authorized by the LAAC, the amount of employee contributions is subject to bargaining in future MOU negotiations in accordance with applicable Charter provisions.

All other provisions of Article 8.1, as previously amended, remain unchanged.

Except for the Articles and Appendices amended herein, all other Articles, provisions, and Appendices of the 2007-2012 MOU 15 shall remain in full force and effect during the new July 1, 2007 through June 30, 2014 term of the MOU.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 4 to the 2007-2012 MOU No. 15 the day, month, and year written below.

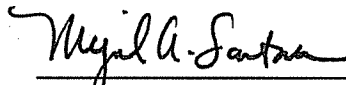
Service Employees Unit  
MOU 15



Julie Butcher, Regional Director  
SEIU, Local 721

Date 04/29/11

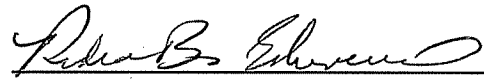
City of Los Angeles  
Representatives



Miguel A. Santana  
City Administrative Officer

Date 4/29/10

APPROVED AS TO FORM:



For the City Attorney

4/29/11  
Date

## **SALARY APPENDICES F – H**

The attached Appendices are amended to reflect new salary rates.

APPENDIX F

Operative on July 1, 2011

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3364	1	Cook I	1640	34,243-	42,553
3364	2	Cook II	1758	36,707-	45,581
3149		Custodial Services Assistant	1462	30,526-	37,939
3149	A	Custodial Services Assistant - Airport	1572	32,823-	40,800
3149	H	Custodial Services Assistant - Harbor	1480	30,902-	38,398
3156		Custodian	1462	30,526-	37,939
3156	A	Custodian - Airport	1572	32,823-	40,800
3156	H	Custodian - Harbor	1480	30,902-	38,398
3172		Event Attendant	1462 (3)	34,034-	37,939
0717	2	Event Attendant II	12.83 HR		
0717	3	Event Attendant III	1240 (5)	32,155-	32,155
3191	1	Laundry Worker I	1905	39,776-	49,402
3191	2	Laundry Worker II	2005	41,864-	52,033
3530	1	Parking Attendant I	1232 (3)	28,689-	31,988
3530	2	Parking Attendant II	1294 (3)	30,109-	33,554
4118		Plant Guide	1134 (5)	29,399-	29,399
3157	1	Senior Custodian I	1598	33,366-	41,447
3157	1A	Senior Custodian I - Airport	1731	36,143-	44,934
3157	2	Senior Custodian II	1673	34,932-	43,389
3168		Senior Event Attendant	1885	39,358-	48,901
3174		Senior Window Cleaner	2005	41,864-	52,033
3174	A	Senior Window Cleaner - Airport	2206	46,061-	57,232
3173		Window Cleaner	1858	38,795-	48,191
3173	A	Window Cleaner - Airport	2043	42,657-	52,993

APPENDIX G

Operative on July 1, 2012

CLASS CODE	TITLE	SALARY RANGE	ANNUAL RANGE
3364 1	Cook I	1701	35,516- 44,140
3364 2	Cook II	1823	38,064- 47,293
3149	Custodial Services Assistant	1517	31,674- 39,359
3149 A	Custodial Services Assistant - Airport	1632	34,076- 42,324
3149 H	Custodial Services Assistant - Harbor	1536	32,071- 39,839
3156	Custodian	1517	31,674- 39,359
3156 A	Custodian - Airport	1632	34,076- 42,324
3156 H	Custodian - Harbor	1536	32,071- 39,839
3172	Event Attendant	1517 (3)	35,308- 39,359
0717 2	Event Attendant II	13.31 HR	
0717 3	Event Attendant III	1286 (5)	33,366- 33,366
3191 1	Laundry Worker I	1976	41,258- 51,260
3191 2	Laundry Worker II	2082	43,472- 54,017
3530 1	Parking Attendant I	1280 (3)	29,775- 33,199
3530 2	Parking Attendant II	1342 (3)	31,236- 34,807
4118	Plant Guide	1176 (5)	30,506- 30,506
3157 1	Senior Custodian I	1657	34,598- 42,992
3157 1A	Senior Custodian I - Airport	1797	37,521- 46,625
3157 2	Senior Custodian II	1735	36,226- 45,017
3168	Senior Event Attendant	1956	40,841- 50,738
3174	Senior Window Cleaner	2082	43,472- 54,017
3174 A	Senior Window Cleaner - Airport	2289	47,794- 59,383
3173	Window Cleaner	1929	40,277- 50,070
3173 A	Window Cleaner - Airport	2119	44,244- 54,977

APPENDIX H

Operative on July 1, 2013

<u>CLASS CODE</u>		<u>TITLE</u>	<u>SALARY RANGE</u>	<u>ANNUAL RANGE</u>	
3364	1	Cook I	1731	36,143-	44,934
3364	2	Cook II	1856	38,753-	48,128
3149		Custodial Services Assistant	1544	32,238-	40,048
3149	A	Custodial Services Assistant - Airport	1660	34,660-	43,075
3149	H	Custodial Services Assistant - Harbor	1563	32,635-	40,549
3156		Custodian	1544	32,238-	40,048
3156	A	Custodian - Airport	1660	34,660-	43,075
3156	H	Custodian - Harbor	1563	32,635-	40,549
3172		Event Attendant	1544 (3)	35,934-	40,048
0717	2	Event Attendant II	13.54 HR		
0717	3	Event Attendant III	1309 (5)	33,951-	33,951
3191	1	Laundry Worker I	2011	41,989-	52,158
3191	2	Laundry Worker II	2118	44,223-	54,956
3530	1	Parking Attendant I	1302 (3)	30,318-	33,784
3530	2	Parking Attendant II	1365 (3)	31,758-	35,412
4118		Plant Guide	1197 (5)	31,049-	31,049
3157	1	Senior Custodian I	1686	35,203-	43,744
3157	1A	Senior Custodian I - Airport	1828	38,168-	47,439
3157	2	Senior Custodian II	1766	36,874-	45,811
3168		Senior Event Attendant	1990	41,551-	51,636
3174		Senior Window Cleaner	2118	44,223-	54,956
3174	A	Senior Window Cleaner - Airport	2329	48,629-	60,427
3173		Window Cleaner	1964	41,008-	50,968
3173	A	Window Cleaner - Airport	2157	45,038-	55,958