

AMENDMENT NO. 1

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

**This AMENDMENT NO. 1 to the Service Employees Representation Unit
Memorandum of Understanding No. 15 is made and entered into
This 2nd of February, 2021**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNIT, LOCAL 721

JULY 1, 2018 – DECEMBER 31, 2022

AMENDMENT NO. 1

SERVICE AND CRAFTS REPRESENTATION UNIT (MOU 15)

Effective the first full pay period following City Council adoption, the following Articles, provisions, and Appendices are amended as follows, except where a specific effective date is cited:

ARTICLE 1.5 TERM

Article 1.5(A) is amended in its entirety as follows:

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. In no event shall this MOU become effective prior to 12:01 a.m. on July 1, 2018. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on December 31, 2022.

All other provisions of Article 1.5 remain unchanged.

ARTICLE 2.3 PAYROLL DEDUCTION AND DUES

Article 2.3 is amended in its entirety as follows:

The following provisions shall apply to employees in classifications listed in the Appendices herein.

A. DUES

1. a. Payroll deductions as may be properly requested and lawfully permitted will be deducted by the Controller biweekly, in twenty-four (24) increments annually from the salary of each employee in the Unit where the Association identifies in writing to the Controller those individuals from whom Union-related deduction(s) should be lawfully taken. Said payroll deductions shall not be assessed in any biweekly pay period in which the affected employee is not paid a minimum of twenty (20) hours. Such amounts shall be determined by the Union and implemented by Management in the first payroll period which starts thirty (30) calendar days after written notice of the new amount from the Union is received by the Controller.
- b. Employees who are on an unpaid leave of absence or otherwise on inactive status due to lack of scheduled hours shall not have dues deducted during that period.

2. Notwithstanding any provisions of LAAC Section 4.203 to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the Association will not be accepted by the Controller. For the purpose of this provision, "qualified organization" means any organization of employees whose responsibility or goal is to represent employees in the City's meet and confer process.
3. Under current California law, the City has no input or control over the procedure for termination of union dues taken as payroll deductions from employees subject to this MOU, nor any legal ability to stop such deductions without the specific authorization of the Union. All procedures for termination of dues deductions are the Union's unilateral dues termination procedures; the City's sole obligation is to process such dues cancellations received from the Union pursuant to this subsection, subject to any future court decisions applicable to dues termination procedures. Any employee in the Unit may terminate such Union dues pursuant to procedures established by and administered solely by the Union. The Union will provide the City the appropriate documentation to process these membership dues cancellations. Employees with any questions relating to union membership dues shall direct those questions to the Union.

B. MANAGEMENT RESPONSIBILITIES

1. The Controller shall cause the amount of the dues or other proper deductions to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by Union under the terms contained herein. "Dues" shall be the result of Union certification that it has and will maintain an authorization signed by the individual employee from whose salary or wages the deductions are to be made, provided in the form of a list by the Union to the City.
 - a. Remittance of the aggregate amount of all dues and other proper deductions taken from the salaries of employees covered hereunder shall be made to the Association by the Controller within thirty (30) working days after the conclusion of the month in which said dues and/or the deduction(s) were taken.
 - b. A fee of nine cents (\$.09) for the processing of each such deduction shall be assessed by the Controller for the processing of each payroll deduction taken. The Controller will deduct the aggregate amount of said fees on a biweekly basis.
2. The Controller shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this Unit, within sixty (60) calendar days of such reassignment or transfer.

3. Management will provide the Union with Unit membership information pursuant to the Unit Membership List Article of this MOU.
4. The Controller shall notify the Union within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the Unit or subject to the provisions of this Article.

C. UNION RESPONSIBILITIES

Except for claims resulting from errors caused by defective City equipment, the Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article.

D. CALIFORNIA GOVERNMENT CODE SECTION 1159 (a-b)

Existing California Government Code Section 1159 (a-b) states:

“(a) The Controller, a public employer, an employee organization, or any of their employees or agents, shall not be liable for, and shall have a complete defense to, any claims or actions under the law of this state for requiring, deducting, receiving, or retaining agency or fair share fees from public employees, and current or former public employees shall not have standing to pursue these claims or actions, if the fees were permitted at the time under the laws of this state then in force and paid, through payroll deduction or otherwise, prior to June 27, 2018.”

“(b) This section shall apply to claims and actions pending on its effective date, as well as to claims and actions filed on or after that date.”

ARTICLE 5.1 OVERTIME

Article 5.1(F) is amended to reflect negotiated changes to the maximum accumulation of overtime as follows:

However, during the term of this MOU, the maximum accumulation of overtime is increased to 240 hours.

All other provisions of Article 5.1 remain unchanged.

ARTICLE 5.10 SALARIES

1. Article 5.10 is amended to reflect negotiated changes to Salary Appendices as follows:

Appendix E – June 19, 2022
Appendix F – June 19, 2022

2. Article 5.10 (B) is amended to reflect negotiated changes to salary adjustments as follows:
 - A. Effective June 19, 2022, the base hourly wages for all Unit employees shall be increased by 2.0%.
 - B. Effective June 19, 2022, the base hourly wages for all Unit employees shall be increased by 2.0%.

All other provisions of Article 5.10 remain unchanged.

PERSONAL LEAVE

Effective February 28, 2021, amend this MOU by adding a Personal Leave Article as follows:

Effective February 28, 2021, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one (1) hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

Effective February 28, 2021, for calendar year 2021 only, each part-time unit member shall, in addition to all other compensatory time, receive personal leave as listed below. All other terms and conditions as provided for full-time employees are applicable.

Civil Service half-time - 20 hours
Exempt half-time - 10 hours
Intermittent - 5 hours

Effective calendar year 2022, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours worked in the prior calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

Except for the Articles and provisions amended herein, all other Articles, provisions, and Appendices of the 2018-2022 MOU 15 shall remain in full force and effect during the July 1, 2018 – December 31, 2022 term of the MOU.

IN **WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Amendment NO. 1 to the 2018-2022 MOU No. 15 the day, month, and year written below.

FOR SEIU, LOCAL 721:

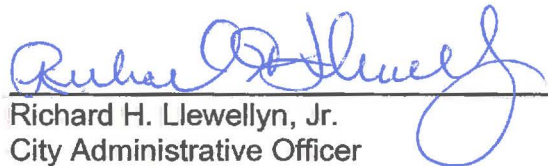
FOR THE CITY:



David Sanders
Regional Director

2/1/2021

Date

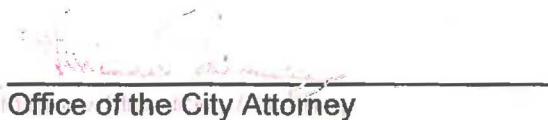


Richard H. Llewellyn, Jr.
City Administrative Officer

2/2/21

Date

Approved as to Form and Legality:


Office of the City Attorney

February 2, 2021

Date

MOU 15
Appendix E
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
3364-1	Cook I	1756	2	\$ 37,667	--	12	\$ 55,081
3364-2	Cook II	1883	2	\$ 40,402	--	12	\$ 59,069
3149-0	Custodial Services Assistant	1588	3	\$ 35,015	--	12	\$ 49,840
3149-A	Custodial Services Assistant - Airport	1684	1	\$ 35,161	--	12	\$ 52,847
3149-H	Custodial Services Assistant - Harbor	1684	1	\$ 35,161	--	12	\$ 52,847
3156-0	Custodian	1588	4	\$ 35,976	--	12	\$ 49,840
3156-A	Custodian - Airport	1684	2	\$ 36,122	--	12	\$ 52,847
3156-H	Custodian - Harbor	1684	2	\$ 36,122	--	12	\$ 52,847
3172-0	Event Attendant	1567	6	\$ 39,546	--	12	\$ 49,151
0717-2	Event Attendant II						\$16.61/HR
0717-3	Event Attendant III	1328	7	\$ 35,391	--	12	\$ 41,655
3191-1	Laundry Worker I	2040	2	\$ 43,764	--	12	\$ 63,997
3191-2	Laundry Worker II	2149	2	\$ 46,103	--	12	\$ 67,421
3530-1	Parking Attendant I	1320	6	\$ 33,345	--	12	\$ 41,425
3530-2	Parking Attendant II	1386	6	\$ 34,994	--	12	\$ 43,472
4118-0	Plant Guide	1214	8	\$ 34,159	--	12	\$ 38,085
3157-1	Senior Custodian I	1712	2	\$ 36,727	--	12	\$ 53,682
3157-A	Senior Custodian I - Airport	1855	2	\$ 39,797	--	12	\$ 58,171
3157-2	Senior Custodian II	1794	2	\$ 38,481	--	12	\$ 56,292
3168-0	Senior Event Attendant	2019	2	\$ 43,326	--	12	\$ 63,370
3174-0	Senior Window Cleaner	2149	2	\$ 46,103	--	12	\$ 67,421
3174-A	Senior Window Cleaner - Airport	2362	2	\$ 50,675	--	12	\$ 74,103
3113-C	Vocational Worker Custodian	1588	3	\$ 35,015	--	12	\$ 49,840
3113-Y	Vocational Worker Custodian - Airport	1684	1	\$ 35,161	--	12	\$ 52,847
3113-Z	Vocational Worker Custodian - Harbor	1684	1	\$ 35,161	--	12	\$ 52,847
3173-0	Window Cleaner	1996	2	\$ 42,824	--	12	\$ 62,577
3173-A	Window Cleaner - Airport	2194	2	\$ 47,063	--	12	\$ 68,778

MOU 15
Appendix F
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
3364-1	Cook I	1792	2	\$ 38,440	--	12	\$ 56,188
3364-2	Cook II	1922	2	\$ 41,238	--	12	\$ 60,259
3149-0	Custodial Services Assistant	1622	3	\$ 35,746	--	12	\$ 50,842
3149-A	Custodial Services Assistant - Airport	1718	1	\$ 35,871	--	12	\$ 53,912
3149-H	Custodial Services Assistant - Harbor	1718	1	\$ 35,871	--	12	\$ 53,912
3156-0	Custodian	1622	4	\$ 36,727	--	12	\$ 50,842
3156-A	Custodian - Airport	1718	2	\$ 36,853	--	12	\$ 53,912
3156-H	Custodian - Harbor	1718	2	\$ 36,853	--	12	\$ 53,912
3172-0	Event Attendant	1599	6	\$ 40,361	--	12	\$ 50,132
0717-2	Event Attendant II						\$16.94/HR
0717-3	Event Attendant III	1355	7	\$ 36,122	--	12	\$ 42,532
3191-1	Laundry Worker I	2082	2	\$ 44,662	--	12	\$ 65,312
3191-2	Laundry Worker II	2194	2	\$ 47,063	--	12	\$ 68,778
3530-1	Parking Attendant I	1348	6	\$ 34,034	--	12	\$ 42,261
3530-2	Parking Attendant II	1414	6	\$ 35,704	--	12	\$ 44,349
4118-0	Plant Guide	1238	8	\$ 34,848	--	12	\$ 38,857
3157-1	Senior Custodian I	1746	2	\$ 37,458	--	12	\$ 54,789
3157-A	Senior Custodian I - Airport	1893	2	\$ 40,611	--	12	\$ 59,361
3157-2	Senior Custodian II	1830	2	\$ 39,254	--	12	\$ 57,420
3168-0	Senior Event Attendant	2061	2	\$ 44,223	--	12	\$ 64,644
3174-0	Senior Window Cleaner	2194	2	\$ 47,063	--	12	\$ 68,778
3174-A	Senior Window Cleaner - Airport	2410	2	\$ 51,698	--	12	\$ 75,585
3113-C	Vocational Worker Custodian	1622	3	\$ 35,746	--	12	\$ 50,842
3113-Y	Vocational Worker Custodian - Airport	1718	1	\$ 35,871	--	12	\$ 53,912
3113-Z	Vocational Worker Custodian - Harbor	1718	1	\$ 35,871	--	12	\$ 53,912
3173-0	Window Cleaner	2036	2	\$ 43,680	--	12	\$ 63,892
3173-A	Window Cleaner - Airport	2235	2	\$ 47,940	--	12	\$ 70,156

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 15

CONTRACT EXTENSION AMENDMENTS

This Letter of Agreement (LOA) is made and entered into by and between the City of Los Angeles ("City") and the Service Employees International Union (SEIU), Local 721 for Memorandum of Understanding (MOU) No. 15 Service Employees Representation Unit (Unit). The parties agree to the following LOA provisions:

1. AMENDED MOU TERM – The term of this MOU is July 1, 2018, through December 31, 2022.
2. FURLOUGHS – No furloughs will be implemented during Fiscal Year 2020/2021. Further, the parties agree to meet and confer on furloughs before implementation of furloughs in any other years during the term of this MOU.
3. LAYOFFS – No layoffs will be implemented during Fiscal Year 2020/2021.
4. MAXIMUM ACCUMULATION OF OVERTIME – During the term of this MOU, the maximum accumulation of overtime is increased to 240 hours.
5. PERSONAL LEAVE – Effective February 28, 2021, each full-time unit member shall, in addition to all other compensatory time, receive 40 hours per calendar year as personal leave. Personal leave is defined as any event requiring a member's immediate attention. Personal leave shall only be taken in the calendar year in which it is credited and, if not taken, such time shall be deemed waived and lost. Personal leave may be taken in one (1) hour increments. No employee shall be entitled to personal leave until the employee has completed six (6) months of satisfactory service. Under no circumstances shall such time be compensated in cash upon separating from City service, retirement, transfer to another bargaining unit, or any other reason.

Effective February 28, 2021, for calendar year 2021 only, each part-time unit member shall, in addition to all other compensatory time, receive personal leave as listed below. All other terms and conditions as provided for full-time employees are applicable.

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Effective calendar year 2022, each part-time unit member shall, in addition to all other compensatory time, accrue personal leave based on hours worked in the

prior calendar year not to exceed 40 hours in a calendar year. All other terms and conditions as provided for full-time employees are applicable.

6. SALARY DEFERRALS – The amended Salary Adjustment effective dates are as follows:
 - A. The 2% salary adjustment scheduled for January 31, 2021, shall be deferred to June 19, 2022, as reflected in Appendix E.
 - B. The 2% salary adjustment scheduled for June 20, 2021, shall be deferred to June 19, 2022, as reflected in Appendix F.
7. TECHNICAL CORRECTIONS – The parties agree that all resolved technical corrections and clean up language has been incorporated in this MOU.
8. UNPAID DAYS – Notwithstanding two (2) previously agreed upon unpaid days (November 3, 2020 and April 2, 2021), two (2) additional unpaid days in Fiscal Year 2020/2021 shall be taken as follows:
 - A. On Friday, February 12, 2021, all employees will take an unpaid day. In operations where minimum staffing levels must be maintained, employees will be paid for hours worked in accordance with FLSA regulations.
 - B. On Friday May 28, 2021, all employees will take an unpaid day. In operations where minimum staffing levels must be maintained, employees will be paid for hours worked in accordance with FLSA regulations.
9. WAGE REOPENER – The parties agree to reopen negotiations to meet and confer on wages only no earlier than January 1, 2022.

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 15

CONTRACT EXTENSION AMENDMENTS

FOR SEIU, LOCAL 721:

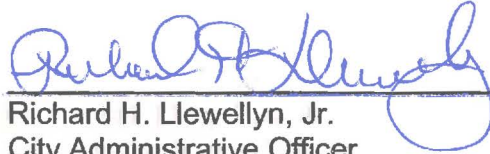


David Sanders
Regional Director

2/11/2021

Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

2/2/21

Date

Approved as to Form and Legality:



Office of the City Attorney

February 2, 2021

Date