

**AMENDMENT NO. 1**

**MEMORANDUM OF UNDERSTANDING NO. 18**

**REGARDING THE**

**SAFETY/SECURITY REPRESENTATION UNIT**

**This AMENDMENT NO. 1 to the Safety/Security Representation Unit Memorandum of Understanding No. 18 is made and entered into  
This 2<sup>nd</sup> 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**

**SAFETY/SECURITY REPRESENTATION UNIT (MOU 18)**

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 5.9 SALARIES**

1. Article 5.9 is amended to reflect negotiated Salary Appendices changes as follows:

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

2. Article 5.10(B) is amended to reflect negotiated salary adjustment changes 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 5.9 remain unchanged.

## **PERSONAL LEAVE**

Effective February 28, 2021, amend this MOU by adding Personal Leave provisions, 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 18 shall remain in full force and effect during the July 1, 2018 – December 31, 2022 term of the MOU.

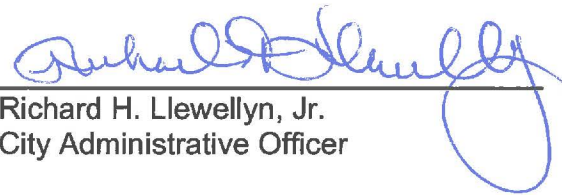
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment NO. 1 to the 2018-2022 MOU No. 18 the day, month, and year written below.

**FOR THE UNION:**

  
\_\_\_\_\_  
David Sanders, Regional Director  
Service Employees International Union,  
Local 721

2/1/2021  
Date

**FOR THE CITY:**

  
\_\_\_\_\_  
Richard H. Llewellyn, Jr.  
City Administrative Officer

2/1/21  
Date

**Approved as to Form and Legality:**

  
\_\_\_\_\_  
Office of the City Attorney

February 2, 2021  
Date

**MOU 18**  
**Appendix E**  
**Operative on June 19, 2022**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4311-0	Animal Control Officer	2462	2	\$ 52,826	--	12	\$ 77,235
4330-0	Animal License Canvasser	1624	2	\$ 34,848	--	12	\$ 50,988
3211-0	Detention Officer	2408	2	\$ 51,657	--	12	\$ 75,543
2420-1	Open Water Lifeguard I						\$28.49/HR
2420-2	Open Water Lifeguard II						\$32.53/HR
2413-0	Pool Lifeguard						\$19.66/HR
3207-0	Property Officer	2408	2	\$ 51,657	--	12	\$ 75,543
2409-0	Seasonal Pool Manager I						\$23.02/HR
2408-0	Seasonal Pool Manager II						\$30.24/HR
3199-0	Security Aide	1684	2	\$ 36,122	--	12	\$ 52,847
3181-0	Security Officer	2078	2	\$ 44,578	--	12	\$ 65,166
3214-1	Traffic Officer I	1760	8	\$ 49,506	--	12	\$ 55,206
3214-2	Traffic Officer II	2300	2	\$ 49,339	--	12	\$ 72,119
3214-3	Traffic Officer III	2424	2	\$ 52,012	--	12	\$ 76,024
3113-A	Vocational Worker Animal Lice	1624	1	\$ 33,909	--	12	\$ 50,988

**MOU 18**  
**Appendix F**  
**Operative on June 19, 2022**

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4311-0	Animal Control Officer	2511	2	\$ 53,870	--	12	\$ 78,780
4330-0	Animal License Canvasser	1658	2	\$ 35,579	--	12	\$ 52,012
3211-0	Detention Officer	2455	2	\$ 52,680	--	12	\$ 77,047
2420-1	Open Water Lifeguard I						\$29.06/HR
2420-2	Open Water Lifeguard II						\$33.18/HR
2413-0	Pool Lifeguard						\$20.05/HR
3207-0	Property Officer	2455	2	\$ 52,680	--	12	\$ 77,047
2409-0	Seasonal Pool Manager I						\$23.48/HR
2408-0	Seasonal Pool Manager II						\$30.84/HR
3199-0	Security Aide	1718	2	\$ 36,853	--	12	\$ 53,912
3181-0	Security Officer	2118	2	\$ 45,434	--	12	\$ 66,461
3214-1	Traffic Officer I	1795	8	\$ 50,529	--	12	\$ 56,313
3214-2	Traffic Officer II	2345	2	\$ 50,299	--	12	\$ 73,560
3214-3	Traffic Officer III	2472	2	\$ 53,035	--	12	\$ 77,548
3113-A	Vocational Worker Animal Lice	1658	1	\$ 34,619	--	12	\$ 52,012



## LETTER OF AGREEMENT

### 2018-2022 MEMORANDUM OF UNDERSTANDING NO. 18

#### **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. 18 Safety/Security 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.

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.

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. 18

**CONTRACT EXTENSION AMENDMENTS**

**FOR SEIU, LOCAL 721:**

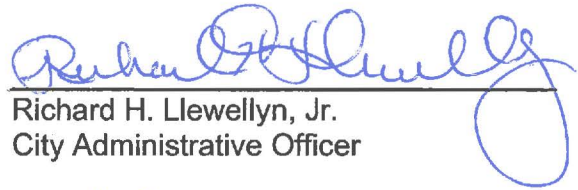


David Sanders  
Regional Director

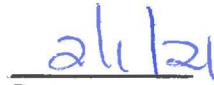


Date

**FOR THE CITY:**



Richard H. Llewellyn, Jr.  
City Administrative Officer



Date

**Approved as to Form and Legality:**

  
Office of the City Attorney

February 2, 2021

Date