

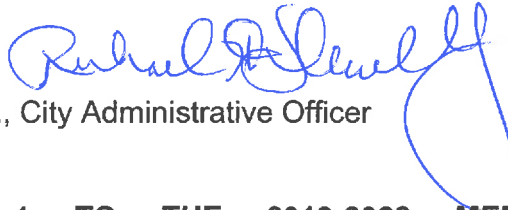
CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

C.F. #19-1136

Date: October 19, 2020

To: The City Council

From: Richard H. Llewellyn, Jr., City Administrative Officer

Subject: **AMENDMENT NO. 1 TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501 – CONFIDENTIAL ATTORNEYS UNIT (MOU 31)**

RECOMMENDATION

The City Administrative Officer (CAO) recommends that the City Council:

1. Adopt the attached Amendment No. 1. to the 2019-2022 Memorandum of Understanding (MOU) for the International Union of Operating Engineers (I.U.O.E), Local 501, representing the Confidential Attorneys Unit (MOU 31); and
2. Authorize the Controller and the CAO to correct any clerical errors or make necessary technical corrections subsequent to City Council approval.

SUMMARY

In its meeting on February 14, 2020, the Executive Employee Relations Committee (EERC) approved to amend the 2019-2022 MOU for the Confidential Attorneys Unit (MOU 31) represented by the I.U.O.E, Local 501, to reflect slightly higher benefits consistent with the terms of MOU 29. The classifications in MOU 29 are the same as in MOU 31 and, therefore have historically been paid the same compensation and benefits due to the portability of employees between the two bargaining units. The provisions of Amendment No. 1 are as follows:

PROVISIONS

- **General Base Wage Movement** – The general base wage movement of 2% originally scheduled for July 4, 2021, moved up six (6) months to January 31, 2021.
- **Professional Development Reimbursement** – Increase in allotment from \$1,250 to \$1500 originally scheduled for FY 2021/2022, moved up to FY 2020/2021. Partial cash advancement of \$750 in the first pay period of FYs 2020/2021 and 2021/2022 with the remaining \$750 of \$1,500 payable on a reimbursement basis, whereas the current contract is 100% reimbursable.

FISCAL IMPACT

The amendment for MOU 31 will result in a total contract obligation of an additional \$99K. The annual ongoing cost for the amendment will not increase.

RHL:DB:MAU:0721027

Attachment

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING NO. 31
REGARDING THE
CONFIDENTIAL ATTORNEYS UNIT**

**THIS AMENDMENT NO. 1 to the 2019-2022 Confidential City Attorneys Unit
Memorandum of Understanding No. 31 is made and entered into
this 19th day of OCTOBER, 2020**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 501, AFL-CIO**

July 1, 2019 through June 30, 2022

AMENDMENT NO. 1

**CONFIDENTIAL ATTORNEYS UNIT
(2019-2022 MOU NO. 31)**

On the 19th of OCTOBER 2020, the parties reached agreement on amending Article 8, with corresponding Appendix D, and Article 31 of the 2019-2022 MOU, as specified below.

ARTICLE 8 SALARIES

The second paragraph in Article 8 is amended in its entirety to read:

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

- Appendix A – July 1, 2019
- Appendix B – July 7, 2019
- Appendix C – July 5, 2020
- Appendix D – January 31, 2021
- Appendix E – January 16, 2022

(Note: The operative dates for Appendices B, C, D, and E coincide with the beginning of payroll periods.)

Paragraph A of Article 8 is amended in its entirety to read:

A. SALARY SCHEDULE

1. Effective July 7, 2019, employees covered by this MOU shall receive a 2.9% salary increase. (Appendix B)
2. Effective July 5, 2020, employees covered by this MOU shall receive a 2.75% salary increase. (Appendix C)
3. Effective January 31, 2021, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix D)
4. Effective January 16, 2022, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix E)

All other provisions of Article 8 remain unchanged.

Appendix D

The attached Appendix D is amended to reflect the new effective date of January 31, 2021. (Attached.)

All other appendices remain unchanged.

ARTICLE 31 PROFESSIONAL BAR DUES/FEEES

Paragraph D of Article 31 is amended in its entirety to read:

D. Professional Development Allowance

1. Management shall reimburse Unit members for the cost of Minimum Continuing Legal Education (MCLE) courses, including costs for registration fees, travel, lodging, and per diem related to MCLE approved courses, workshops, seminars and conferences up to a maximum of \$1,250 per calendar year per Unit member for calendar year 2019. Such reimbursement shall only be paid for training after attendance upon submission by the employee of documentation of claimed expenses, including the MCLE provider-issued certificate of participation and Management's approval of such documentation.
2. Effective calendar year 2020 (January 1, 2020), the use of the reimbursement will be expanded for professional development to allow for the purchase of the following items if dedicated exclusively for the conduct of City business and upon provision of proper documentation of purchased items or attendance at training:
 - a. Training (MCLE and other professional/career development training and materials, including travel and lodging). MCLE programs attended for purposes of satisfying State Bar continuing education requirements are not restricted to a members' current practice area, so as to allow attorneys to expand their legal knowledge
 - b. Professional associations dues, Los Angeles County Bar Associations dues, California State Bar specialized section dues
 - c. Books/practice guides/reference guides
 - d. Software (e.g., CEQA, Crime Finder, maps)
 - e. Certification fees
3. Effective fiscal year 2020/2021 (July 1, 2020), the annual Professional Development allowance shall be increased from a maximum of \$1,250 to

\$1,500 for each attorney. The annual allowance will be allocated as a combination of reimbursement and cash up-front payments as follows:

- a. Reimbursement up to a maximum of \$625.00 from January 2020 to June 2020 (to cover the 6-month transition from calendar year to fiscal year), upon provision of proper documentation of purchase for the items listed in 2 above
- b. A one-time \$750.00 cash up-front payment for the purpose of professional development shall be payable in the first pay period of fiscal year 2020/2021 (July 2020). Up to an additional \$750.00 shall be payable on a reimbursement basis upon provision of proper documentation of purchase for the items listed in 2 above. The annual combination of the cash advance payment and maximum reimbursement shall not exceed \$1,500.00 during the fiscal year, including any professional development allocated funds received while a member of any other City Attorney bargaining unit.
- c. A one-time \$750.00 cash up-front payment for purpose of professional development shall be payable in the first pay period of fiscal year 2021/2022 (July 2021). Up to an additional \$750.00 shall be payable on a reimbursement basis upon provision of proper documentation of purchase for the items listed in 2 above. The annual combination of the cash advance payment and maximum reimbursement shall not exceed \$1,500.00 during the fiscal year, including any professional development allocated funds received while a member of any other City Attorney bargaining unit
- d. No attorney shall receive more than a maximum of \$2,125 in combined reimbursement and cash payment during the period January 1, 2020, through June 30, 2021

There will be no verification required for purchases made by a member from his or her up-front payment. However, members may only seek reimbursement for approved professional development purposes after they have exhausted their up-front payment for such purposes in each fiscal year. Likewise, members may not seek reimbursement for professional development expenses they paid for with their up-front payment. When seeking reimbursement, members will attest, in writing as part of the reimbursement process, to compliance with this paragraph.

All cash up-front payments and reimbursements are non-pensionable.

All other provision of Article 31 remain unchanged.


AMENDMENT NO. 1

**CONFIDENTIAL ATTORNEYS UNIT
(2019-2022 MOU NO. 31)**

Except for the Articles and Appendix amended herein, all other Articles, and Appendices of the 2019-2022 MOU No. 31 shall remain in full force and effect during the term of the MOU.

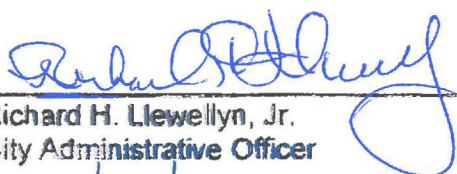
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Amendment No. 1 to the 2019-2022 MOU No. 31 the day, month, and year written below.

FOR THE UNION:




Gavin Koon, Business Representative
I.U.O.E. Local 501
10/17/2020
Date

FOR THE CITY:




Richard H. Llewellyn, Jr.
City Administrative Officer
10/19/20
Date



Michael N. Feuer
City Attorney
10/19/20
Date

Approved as to Form and Legality:



Office of the City Attorney
10/19/2020
Date

Appendix D

MOU 31 Salaries Effective January 31, 2021

The attached Appendix D is amended to reflect the new effective date of January 31, 2021.

MOU 31

Appendix D

Operative on January 31, 2021

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY		STEP	SALARY
0547-0	Assistant City Attorney	8684	1	\$181,321	--	15	\$265,113
0543-0	Deputy City Attorney I	4290	1	\$ 89,575	--	15	\$130,980
0544-0	Deputy City Attorney II	5274	1	\$110,121	--	15	\$160,984
0545-0	Deputy City Attorney III	6900	1	\$144,072	--	15	\$210,658
0546-0	Deputy City Attorney IV	7917	1	\$165,306	--	15	\$241,644

APPENDIX D

MOU 31 - SALARIES EFFECTIVE January 31, 2021

CLASS CODE	CLASS/RANGE		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0543-0	Deputy City Attorney I 4280	HR	\$ 42.90	\$ 44.08	\$ 45.29	\$ 46.54	\$ 47.82	\$ 49.14	\$ 50.49	\$ 51.88	\$ 53.31	\$ 54.78	\$ 56.28	\$ 57.83	\$ 59.42	\$ 61.05	\$ 62.73
		BW	\$ 3,432.00	\$ 3,526.40	\$ 3,623.20	\$ 3,723.20	\$ 3,825.00	\$ 3,931.20	\$ 4,038.20	\$ 4,150.40	\$ 4,264.80	\$ 4,382.40	\$ 4,502.40	\$ 4,626.40	\$ 4,753.00	\$ 4,884.00	\$ 5,018.40
		YR	\$ 89,575.20	\$ 92,039.04	\$ 94,565.52	\$ 97,175.52	\$ 99,848.16	\$ 102,604.32	\$ 105,423.12	\$ 108,325.44	\$ 111,311.28	\$ 114,380.64	\$ 117,512.84	\$ 120,749.04	\$ 124,068.96	\$ 127,472.40	\$ 130,960.24
0544-0	Deputy City Attorney II 5274	HR	\$ 52.74	\$ 54.19	\$ 55.68	\$ 57.21	\$ 58.78	\$ 60.40	\$ 62.06	\$ 63.77	\$ 65.52	\$ 67.32	\$ 69.17	\$ 71.07	\$ 73.03	\$ 75.04	\$ 77.10
		BW	\$ 4,219.20	\$ 4,335.20	\$ 4,454.40	\$ 4,576.80	\$ 4,702.40	\$ 4,832.00	\$ 4,964.80	\$ 5,101.60	\$ 5,241.60	\$ 5,385.60	\$ 5,533.60	\$ 5,685.60	\$ 5,842.40	\$ 6,003.20	\$ 6,168.00
		YR	\$ 110,121.12	\$ 113,148.72	\$ 116,269.84	\$ 119,454.48	\$ 122,732.64	\$ 126,115.20	\$ 129,581.28	\$ 133,151.76	\$ 136,805.76	\$ 140,564.16	\$ 144,428.00	\$ 148,394.16	\$ 152,466.64	\$ 156,643.52	\$ 160,924.80
0545-0	Deputy City Attorney III 6900	HR	\$ 69.00	\$ 70.90	\$ 72.85	\$ 74.85	\$ 76.91	\$ 79.03	\$ 81.20	\$ 83.43	\$ 85.73	\$ 88.09	\$ 90.51	\$ 93.00	\$ 95.56	\$ 98.18	\$ 100.89
		BW	\$ 5,520.00	\$ 5,672.00	\$ 5,828.00	\$ 5,988.00	\$ 6,152.80	\$ 6,322.40	\$ 6,496.00	\$ 6,674.40	\$ 6,858.40	\$ 7,047.20	\$ 7,240.80	\$ 7,440.00	\$ 7,644.80	\$ 7,855.20	\$ 8,071.20
		YR	\$ 144,072.00	\$ 148,039.20	\$ 152,110.80	\$ 156,286.80	\$ 160,568.08	\$ 165,014.64	\$ 169,545.60	\$ 174,201.84	\$ 179,004.24	\$ 183,931.92	\$ 188,984.88	\$ 194,164.00	\$ 199,529.28	\$ 205,020.72	\$ 210,658.32
0546-0	Deputy City Attorney IV 7917	HR	\$ 79.17	\$ 81.35	\$ 83.58	\$ 85.88	\$ 88.24	\$ 90.67	\$ 93.18	\$ 95.72	\$ 98.35	\$ 101.05	\$ 103.83	\$ 106.69	\$ 109.62	\$ 112.63	\$ 115.73
		BW	\$ 6,333.60	\$ 6,508.00	\$ 6,686.40	\$ 6,870.40	\$ 7,059.20	\$ 7,253.60	\$ 7,452.80	\$ 7,657.00	\$ 7,868.00	\$ 8,084.00	\$ 8,306.40	\$ 8,535.20	\$ 8,769.60	\$ 9,010.40	\$ 9,258.40
		YR	\$ 165,306.96	\$ 169,858.80	\$ 174,515.04	\$ 179,317.44	\$ 184,245.12	\$ 189,318.96	\$ 194,518.08	\$ 199,863.36	\$ 205,354.80	\$ 210,992.40	\$ 216,797.04	\$ 222,766.72	\$ 228,888.56	\$ 235,171.44	\$ 241,644.24
0547-0	Assistant City Attorney 8884	HR	\$ 88.84	\$ 89.23	\$ 91.68	\$ 94.20	\$ 96.79	\$ 99.45	\$ 102.19	\$ 105.00	\$ 107.89	\$ 110.88	\$ 113.91	\$ 117.04	\$ 120.26	\$ 123.57	\$ 126.97
		BW	\$ 6,947.20	\$ 7,138.40	\$ 7,334.40	\$ 7,536.00	\$ 7,743.20	\$ 7,956.00	\$ 8,175.20	\$ 8,400.00	\$ 8,631.20	\$ 8,868.80	\$ 9,112.80	\$ 9,363.20	\$ 9,620.80	\$ 9,885.60	\$ 10,157.60
		YR	\$ 181,321.92	\$ 186,312.24	\$ 191,427.84	\$ 196,669.60	\$ 202,097.52	\$ 207,651.60	\$ 213,372.72	\$ 219,240.00	\$ 225,274.32	\$ 231,475.68	\$ 237,844.08	\$ 244,379.52	\$ 251,102.88	\$ 258,014.16	\$ 265,113.36