

AMENDMENT NO. 2

**MEMORANDUM OF UNDERSTANDING
CONFIDENTIAL ATTORNEYS REPRESENTATION UNIT (MOU NO. 31)**

**AMENDMENT NO. 2 to Memorandum of Understanding No. 31
made and entered into this 9th day of June 2022**

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

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

July 1, 2019 – December 31, 2023

MOU AMENDMENT NO. 2
CONFIDENTIAL ATTORNEYS BARGAINING UNIT (MOU 31)

The International Union of Operating Engineers, Local 501, AFL-CIO and the City of Los Angeles have reached agreement on the following MOU amendments.

The preamble to **Article 8 (Salaries)** and section **Article 8. A. (SALARY SCHEDULE)** is **amended**, as follows:

ARTICLE 8 SALARIES

The parties to this MOU jointly recommend to the City Council approval of the salaries set forth in the attached Salary Appendices.

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; deferred to be effective on June 19, 2022

Appendix E – January 16, 2022; deferred to be effective on January 15, 2023

Appendix F – July 2, 2023

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

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 June 19, 2022, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix D)
4. Effective January 15, 2023, employees covered by this MOU shall receive a 2.0% salary increase. (Appendix E)
5. **Effective July 2, 2023, employees covered by this MOU shall receive a 3.0% salary increase. (Appendix F)**

Except for the Appendices specifically amended herein, all other Appendices, Articles and/or provisions of the 2019-2023 MOU No. 31 shall remain in full force and effect during the term of the MOU.

MOU 31
Appendix F
Operative on July 2, 2023

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
0547-0	Assistant City Attorney	9125	1	\$ 190,530	--	15	\$ 278,560.00
0543-0	Deputy City Attorney I	4508	1	\$ 94,127	--	15	\$ 137,599.00
0544-0	Deputy City Attorney II	5541	1	\$ 115,696	--	15	\$ 169,148.00
0545-0	Deputy City Attorney III	7253	1	\$ 151,442	--	15	\$ 221,390.00
0546-0	Deputy City Attorney IV	8316	1	\$ 173,638	--	15	\$ 253,879.00

APPENDIX F
MOU 31 - SALARIES EFFECTIVE July 2, 2023

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 4508	HR	\$ 45.08	\$ 46.32	\$ 47.59	\$ 48.90	\$ 50.24	\$ 51.62	\$ 53.04	\$ 54.50	\$ 56.00	\$ 57.54	\$ 59.12	\$ 60.75	\$ 62.42	\$ 64.14	\$ 65.90
		BW	\$ 3,606.40	\$ 3,705.60	\$ 3,807.20	\$ 3,912.00	\$ 4,019.20	\$ 4,129.60	\$ 4,243.20	\$ 4,360.00	\$ 4,480.00	\$ 4,603.20	\$ 4,729.60	\$ 4,860.00	\$ 4,993.60	\$ 5,131.20	\$ 5,272.00
		YR	\$ 94,127	\$ 96,716	\$ 99,367	\$ 102,103	\$ 104,901	\$ 107,782	\$ 110,747	\$ 113,796	\$ 116,928	\$ 120,143	\$ 123,442	\$ 126,846	\$ 130,332	\$ 133,924	\$ 137,599
0544-0	Deputy City Attorney II 5541	HR	\$ 55.41	\$ 56.93	\$ 58.50	\$ 60.11	\$ 61.76	\$ 63.46	\$ 65.20	\$ 66.99	\$ 68.84	\$ 70.73	\$ 72.68	\$ 74.68	\$ 76.73	\$ 78.84	\$ 81.01
		BW	\$ 4,432.80	\$ 4,554.40	\$ 4,680.00	\$ 4,808.80	\$ 4,940.80	\$ 5,076.80	\$ 5,216.00	\$ 5,359.20	\$ 5,507.20	\$ 5,658.40	\$ 5,814.40	\$ 5,974.40	\$ 6,138.40	\$ 6,307.20	\$ 6,480.80
		YR	\$ 115,696	\$ 118,869	\$ 122,148	\$ 125,509	\$ 128,954	\$ 132,504	\$ 136,137	\$ 139,875	\$ 143,737	\$ 147,684	\$ 151,755	\$ 155,931	\$ 160,212	\$ 164,617	\$ 169,148
0543-0	Deputy City Attorney III 7253	HR	\$ 72.53	\$ 74.52	\$ 76.57	\$ 78.68	\$ 80.84	\$ 83.06	\$ 85.35	\$ 87.70	\$ 90.11	\$ 92.59	\$ 95.13	\$ 97.75	\$ 100.43	\$ 103.19	\$ 106.03
		BW	\$ 5,802.40	\$ 5,961.60	\$ 6,125.60	\$ 6,294.40	\$ 6,467.20	\$ 6,644.80	\$ 6,828.00	\$ 7,016.00	\$ 7,208.80	\$ 7,407.20	\$ 7,610.40	\$ 7,820.00	\$ 8,034.40	\$ 8,255.20	\$ 8,482.40
		YR	\$ 151,442	\$ 155,597	\$ 159,878	\$ 164,283	\$ 168,793	\$ 173,429	\$ 178,210	\$ 183,117	\$ 188,149	\$ 193,327	\$ 198,631	\$ 204,102	\$ 209,697	\$ 215,460	\$ 221,390
0543-0	Deputy City Attorney IV 8316	HR	\$ 83.16	\$ 85.45	\$ 87.80	\$ 90.21	\$ 92.70	\$ 95.25	\$ 97.87	\$ 100.56	\$ 103.33	\$ 106.17	\$ 109.09	\$ 112.09	\$ 115.17	\$ 118.34	\$ 121.59
		BW	\$ 6,652.80	\$ 6,836.00	\$ 7,024.00	\$ 7,216.80	\$ 7,416.00	\$ 7,620.00	\$ 7,829.60	\$ 8,044.80	\$ 8,266.40	\$ 8,493.60	\$ 8,727.20	\$ 8,967.20	\$ 9,213.60	\$ 9,467.20	\$ 9,727.20
		YR	\$ 173,638	\$ 178,419	\$ 183,326	\$ 188,358	\$ 193,557	\$ 198,882	\$ 204,352	\$ 209,969	\$ 215,753	\$ 221,682	\$ 227,779	\$ 234,043	\$ 240,474	\$ 247,093	\$ 253,879
0547-0	Assistant City Attorney 9125	HR	\$ 91.25	\$ 93.76	\$ 96.34	\$ 98.99	\$ 101.71	\$ 104.51	\$ 107.38	\$ 110.33	\$ 113.37	\$ 116.49	\$ 119.69	\$ 122.98	\$ 126.36	\$ 129.83	\$ 133.41
		BW	\$ 7,300.00	\$ 7,500.80	\$ 7,707.20	\$ 7,919.20	\$ 8,136.80	\$ 8,360.80	\$ 8,590.40	\$ 8,826.40	\$ 9,069.60	\$ 9,319.20	\$ 9,575.20	\$ 9,838.40	\$10,108.80	\$10,386.40	\$10,672.80
		YR	\$ 190,530	\$ 195,770	\$ 201,157	\$ 206,691	\$ 212,370	\$ 218,216	\$ 224,209	\$ 230,369	\$ 236,716	\$ 243,231	\$ 249,912	\$ 256,782	\$ 263,839	\$ 271,085	\$ 278,560


LETTER OF AGREEMENT
CONFIDENTIAL ATTORNEYS UNIT (MOU 31)

SALARY REOPENER

Between January 2022 and April 2022, the parties engaged in the meet and confer process pursuant to the Salary Reopener Amendment to the 2019-2023 Memoranda of Understanding's (MOU's). This Letter of Agreement is the product and represents the conclusion of that meet and confer process in which the parties reached agreement, the terms of which are as follows:


1. Any bargaining unit member ("employee") who is on active payroll status as of July 3, 2022, shall be paid a biweekly, Adds to Rate, non-pensionable bonus of three percent (3%) of the employee's regular base rate of pay. The bonus shall:
 - a. Commence on July 3, 2022 (the beginning of pay period 2 in FY2022-23).
 - b. Cease on July 1, 2023 (the end of pay period 1 in FY2023-24).
2. The bonus shall be paid to an employee who is on active payroll status during the time period between (and inclusive of) July 3, 2022, through July 1, 2023.
3. The bonus shall be applied to an employee's base rate of pay before any other bonus is applied, where applicable, i.e., a percent-based or premium level bonus. Other bonuses earned by an employee that are calculated on an employee's base rate shall be calculated on top of this bonus, i.e., compounded.
4. This bonus shall be paid to a qualifying employee (per above) who promotes or transfers to a classification different than the employee's classification during the time period that the bonus is paid as specified above. i.e., the bonus is attached to the employee's Form 41.

FOR THE UNION:



Gavin Koon
Business Representative
6/6/2022
Date

FOR THE CITY:


 FOR

Matthew W. Szabo
City Administrative Officer
6/9/2022
Date

**MOU AMENDMENT NO. 2
CONFIDENTIAL ATTORNEYS BARGAINING UNIT (MOU 31)**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first written above.


FOR THE UNION:



Gavin Koon
Business Representative

6/6/2022
Date

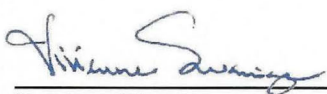
FOR THE CITY:

 FOR

Matthew W. Szabo
City Administrative Officer

6/9/2022
Date

Approved as to Form and Legality:



For the City Attorney

June 3, 2022
Date

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

CF# 19-1136

Date: June 9, 2022

To: The City Council

From:  FOR
Matthew W. Szabo, City Administrative OfficerSubject: **2019-2023 MEMORANDUM OF UNDERSTANDING FOR THE CONFIDENTIAL ATTORNEYS BARGAINING UNIT (MOU 31) — TENTATIVE AGREEMENT AND MOU AMENDMENT NO. 2****RECOMMENDATION**

The City Administrative Officer (CAO) recommends the following actions by the City Council:

1. Approve the attached Tentative Agreement with International Union of Operating Engineers (IUOE) on behalf of the Confidential Attorneys bargaining unit regarding the salary reopener provisions contained in the 2019-2023 Memorandum Of Understanding (MOU);
2. Approve the attached Amendment No. 2 to MOU 31 that would codify the provisions of the attached Tentative Agreement; and,
3. Authorize the Controller and the CAO to correct any clerical errors in the MOU, or make necessary technical corrections subsequent to City Council approval.

SUMMARY

In February 2021, the City Council approved an agreement with IUOE to modify the terms and conditions contained in the 2019-2022 MOU, including but not limited to extending the term of the MOU (through December 2023), deferring scheduled base wage increases, and including a clause to reopen the MOU on or after January 1, 2022, to engage in discussions exclusively about wages (Salary Reopener).

At the direction of the Executive Employee Relations Committee (EERC), this Office met with IUOE from January through April 2022. In accordance with EERC instructions, a Tentative Agreement has been reached with IUOE for the Confidential Attorneys bargaining unit.

As part of the February 2021 MOU amendment, IUOE agreed to defer two base wage increases (two percent from January 2021 to June 2022; and two percent from January

2022 to January 2023). The proposed Tentative Agreement provides a non-pensionable, biweekly bonus of three percent (3%) of each eligible employee's regular base rate of pay. The bonus will commence on July 3, 2022, and will cease on July 1, 2023. On July 2, 2023, all base hourly rates for all classifications represented in MOU 31 shall be increased by three percent (3%).

FISCAL IMPACT

The General Fund impact of the Salary Reopener Tentative Agreement will be a total of approximately \$194,000 in FY2022-23 and \$264,000 in FY2023-24.

MWS:MCB:PAG:SAO:0722136

Attachments