

AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING NO. 4

REGARDING THE

EQUIPMENT OPERATION AND LABOR EMPLOYEES REPRESENTATION UNIT

This AMENDMENT NO. 1 to the Equipment Operation and Labor Employees Representation Unit Memorandum of Understanding No. 04 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

EQUIPMENT OPERATION AND LABOR EMPLOYEES UNIT (MOU 4)

Effective the first full pay period following City Council adoption, the following Articles, Salary Notes, 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.

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.

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.

SALARY NOTES

1. The first paragraph of Salary Note f-22 is amended in its entirety to read:

A Wastewater Collection Worker I or II, Codes 4110-1 or 4110-2 who possess a California Water Environment Association (CWEA) Grade II certification or higher, will receive a \$12.50 biweekly non-pensionable bonus.

All other provisions of Salary Note f-22 remain unchanged.

2. Amend Salary Note f-23 to include the following civil service classes:

- Maintenance & Construction Helper, Code 3115
- Maintenance Laborer, Code 3112
- Light Equipment Operator, Code 3523

All other provisions of Salary Note f-23 remain unchanged.

3. Salary Note f-24 is amended in its entirety to read:

Wastewater Collection Worker I & II, Code 4110-1/-2, Truck Operator, Code 3583, Refuse Collection Truck Operator II, Code 3580-2, Maintenance Laborer, Code 3112 and Maintenance & Construction Helper, Code 3115 in the Bureau of Sanitation who are assigned to cleaning activities associated with homeless encampments or illegal dumping shall receive additional compensation at two premium levels (5.5%) above the appropriate step on the salary range for the class. When regularly assigned, this compensation is pensionable. When assigned on a daily basis, this compensation is non-pensionable.

SPECIAL ADJUSTMENT

Amend this MOU by adding a special adjustment provision for Wastewater Collection Worker II, Code 4110-2 as follows:

On July 1, 2021, employees in the classification of Wastewater Collection Worker II, Code 4110-2, who are currently on payroll and below step 6 of the salary range shall be moved to step 6 without adjustment to their salary step anniversary date.

Except for the Articles and provisions amended herein, all other Articles, provisions, and Appendices of the 2018-2022 MOU 04 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. 04 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 04
Appendix E
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4310-0	Animal Care Technician	2033	2	\$ 43,618	--	12	\$ 63,767
4304-0	Animal Keeper	2305	2	\$ 49,443	--	12	\$ 72,328
4143-1	Asphalt Plant Operator I	2244	2	\$ 48,149	--	12	\$ 70,344
4143-2	Asphalt Plant Operator II	2547	2	\$ 54,642	--	12	\$ 79,866
3142-0	Assistant Gardener	1996	1	\$ 41,676	--	12	\$ 62,577
3150-0	Assistant Tree Surgeon	1883	1	\$ 39,317	--	12	\$ 59,069
5113-1	Boat Captain I						\$3477.60/BW
5113-3	Boat Captain I - Harbor						\$4152.00/BW
5113-2	Boat Captain II						\$3828.00/BW
5113-4	Boat Captain II - Harbor						\$4208.80/BW
3588-0	Bus Operator	2492	2	\$ 53,473	--	12	\$ 78,174
3503-0	Compressor Operator						\$3904.00/BW
5131-0	Deck Hand						\$2635.20/BW
5131-H	Deck Hand - Harbor						\$3146.40/BW
3521-0	Drill Rig Operator	3096	2	\$ 66,419	--	12	\$ 97,071
4322-0	Equine Keeper	2305	2	\$ 49,443	--	12	\$ 72,328
3525-0	Equipmnt Operator						\$3906.40/BW
3525-6	Equipmnt Operator						\$4225.60/BW
3141-0	Gardener Caretaker	1996	2	\$ 42,824	--	12	\$ 62,577
3584-0	Heavy Duty Truck Operator	2356	6	\$ 59,466	--	12	\$ 73,894
3584-6	Heavy Duty Truck Operator	2547	6	\$ 64,289	--	12	\$ 79,866
3913-0	Irrigation Specialist	2413	2	\$ 51,761	--	12	\$ 75,669
3523-0	Light Equipment Operator	2277	2	\$ 48,859	--	12	\$ 71,451
3115-0	Maintainance & Construction Helper	1996	2	\$ 42,824	--	12	\$ 62,577
3115-6	Maintainance & Construction Helper	2148	2	\$ 46,082	--	12	\$ 67,358
3115-9	Maintainance & Construction Helper	1996	2	\$ 42,824	--	12	\$ 62,577
3108-0	Maintenance Assistant	1883	1	\$ 39,317	--	12	\$ 59,069
3112-0	Maintenance Laborer	1883	2	\$ 40,402	--	12	\$ 59,069
3112-6	Maintenance Laborer	2033	2	\$ 43,618	--	12	\$ 63,767
3112-8	Maintenance Laborer	1883	2	\$ 40,402	--	12	\$ 59,069
3585-0	Motor Sweeper Operator	2774	2	\$ 59,508	--	12	\$ 87,006
3144-0	Park Management Intern	2233	6	\$ 56,376	--	12	\$ 70,052
3558-0	Power Shovel Operator						\$3943.20/BW
3580-1	Refuse Collection Truck Operator I	2413	6	\$ 60,927	--	12	\$ 75,669
3580-2	Refuse Collection Truck Operator II	2664	6	\$ 67,275	--	12	\$ 83,603

MOU 04
Appendix E
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING		MAXIMUM			
			STEP	SALARY	STEP	SALARY		
0703-0	Relief Animal Care Worker							\$25.17/HR
3473-0	Rigger							\$3943.20/BW
3118-0	Sandblast Operator	2233	2	\$ 47,898	--	12	\$	70,052
3143-0	Senior Gardener	2233	2	\$ 47,898	--	12	\$	70,052
3143-9	Senior Gardener	2233	2	\$ 47,898	--	12	\$	70,052
2415-0	Special Program Assistant II							\$17.48/HR
2416-0	Special Program Assistant III							\$21.79/HR
4150-1	Street Services Worker I	2100	2	\$ 45,059	--	12	\$	65,897
4150-2	Street Services Worker II	2233	2	\$ 47,898	--	12	\$	70,052
4150-3	Street Services Worker III	2356	2	\$ 50,550	--	12	\$	73,894
3421-1	Traffic Painter and Sign Poster I	2287	2	\$ 49,068	--	12	\$	71,743
3421-2	Traffic Painter and Sign Poster II	2413	2	\$ 51,761	--	12	\$	75,669
3421-3	Traffic Painter and Sign Poster III	2547	2	\$ 54,642	--	12	\$	79,866
3114-0	Tree Surgeon	2408	2	\$ 51,657	--	12	\$	75,543
3151-0	Tree Surgeon Assistant	1883	2	\$ 40,402	--	12	\$	59,069
3557-0	Truck Crane Oiler							\$3784.80/BW
3583-0	Truck Operator	2233	6	\$ 56,376	--	12	\$	70,052
3583-6	Truck Operator	2413	6	\$ 60,927	--	12	\$	75,669
3113-B	Vocational Worker Animal Care Technician	2033	1	\$ 42,449	--	12	\$	63,767
3113-G	Vocational Worker Gardener Caretaker	1996	1	\$ 41,676	--	12	\$	62,577
3113-1	Vocational Worker I	1148	7	\$ 30,589	--	12	\$	36,018
3113-2	Vocational Worker II	1277	2	\$ 27,394	--	12	\$	40,026
3113-M	Vocational Worker Maintenance Laborer	1883	1	\$ 39,317	--	12	\$	59,069
3113-E	Vocational Worker Steet Services Worker	2100	1	\$ 43,848	--	12	\$	65,897
3113-T	Vocational Worker Tree Surgeon Assistant	1883	1	\$ 39,317	--	12	\$	59,069
4110-1	Wastewater Collection Worker I	2209	2	\$ 47,397	--	12	\$	69,300
4110-2	Wastewater Collection Worker II	2664	2	\$ 57,148	--	12	\$	83,603
3912-0	Water Utility Worker	2413	2	\$ 51,761	--	12	\$	75,669
3912-A	Water Utility Worker	2547	2	\$ 54,642	--	12	\$	79,866
3912-H	Water Utility Worker	2547	2	\$ 54,642	--	12	\$	79,866

MOU 04
Appendix F
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION				
			STARTING		MAXIMUM		
			STEP	SALARY	STEP	SALARY	
4310-0	Animal Care Technician	2073	2	\$ 44,474	--	12	\$ 65,041
4304-0	Animal Keeper	2352	2	\$ 50,466	--	12	\$ 73,769
4143-1	Asphalt Plant Operator I	2287	2	\$ 49,068	--	12	\$ 71,743
4143-2	Asphalt Plant Operator II	2598	2	\$ 55,728	--	12	\$ 81,473
3142-0	Assistant Gardener	2036	1	\$ 42,511	--	12	\$ 63,892
3150-0	Assistant Tree Surgeon	1922	1	\$ 40,131	--	12	\$ 60,259
5113-1	Boat Captain I						\$3547.20/BW
5113-3	Boat Captain I - Harbor						\$4235.20/BW
5113-2	Boat Captain II						\$3904.80/BW
5113-4	Boat Captain II - Harbor						\$4292.80/BW
3588-0	Bus Operator	2542	2	\$ 54,538	--	12	\$ 79,740
3503-0	Compressor Operator						\$3982.40/BW
5131-0	Deck Hand						\$2688.00/BW
5131-H	Deck Hand - Harbor						\$3209.60/BW
3521-0	Drill Rig Operator	3156	2	\$ 67,713	--	12	\$ 99,012
4322-0	Equine Keeper	2352	2	\$ 50,466	--	12	\$ 73,769
3525-0	Equipmnt Operator						\$3984.80/BW
3525-6	Equipmnt Operator						\$4310.40/BW
3141-0	Gardener Caretaker	2036	2	\$ 43,680	--	12	\$ 63,892
3584-0	Heavy Duty Truck Operator	2403	6	\$ 60,656	--	12	\$ 75,376
3584-6	Heavy Duty Truck Operator	2598	6	\$ 65,584	--	12	\$ 81,473
3913-0	Irrigation Specialist	2461	2	\$ 52,805	--	12	\$ 77,172
3523-0	Light Equipment Operator	2324	2	\$ 49,861	--	12	\$ 72,871
3115-0	Maintainance & Construction Helper	2036	2	\$ 43,680	--	12	\$ 63,892
3115-6	Maintainance & Construction Helper	2191	2	\$ 47,000	--	12	\$ 68,716
3115-9	Maintainance & Construction Helper	2036	2	\$ 43,680	--	12	\$ 63,892
3108-0	Maintenance Assistant	1922	1	\$ 40,131	--	12	\$ 60,259
3112-0	Maintenance Laborer	1922	2	\$ 41,238	--	12	\$ 60,259
3112-6	Maintenance Laborer	2073	2	\$ 44,474	--	12	\$ 65,041
3112-8	Maintenance Laborer	1922	2	\$ 41,238	--	12	\$ 60,259
3585-0	Motor Sweeper Operator	2829	2	\$ 60,698	--	12	\$ 88,781
3144-0	Park Management Intern	2277	6	\$ 57,503	--	12	\$ 71,451
3558-0	Power Shovel Operator						\$4022.40/BW
3580-1	Refuse Collection Truck Operator I	2461	6	\$ 62,138	--	12	\$ 77,172
3580-2	Refuse Collection Truck Operator II	2719	6	\$ 68,653	--	12	\$ 85,273

MOU 04
Appendix F
Operative on June 19, 2022

CLASS CODE	TITLE	RANGE	ANNUAL COMPENSATION					
			STARTING		MAXIMUM			
			STEP	SALARY	STEP	SALARY		
0703-0	Relief Animal Care Worker							\$25.67/HR
3473-0	Rigger							\$4022.40/BW
3118-0	Sandblast Operator	2277	2	\$ 48,859	--	12	\$	71,451
3143-0	Senior Gardener	2277	2	\$ 48,859	--	12	\$	71,451
3143-9	Senior Gardener	2277	2	\$ 48,859	--	12	\$	71,451
2415-0	Special Program Assistant II							\$17.83/HR
2416-0	Special Program Assistant III							\$22.23/HR
4150-1	Street Services Worker I	2144	2	\$ 45,998	--	12	\$	67,275
4150-2	Street Services Worker II	2277	2	\$ 48,859	--	12	\$	71,451
4150-3	Street Services Worker III	2403	2	\$ 51,552	--	12	\$	75,376
3421-1	Traffic Painter and Sign Poster I	2333	2	\$ 50,049	--	12	\$	73,184
3421-2	Traffic Painter and Sign Poster II	2461	2	\$ 52,805	--	12	\$	77,172
3421-3	Traffic Painter and Sign Poster III	2598	2	\$ 55,728	--	12	\$	81,473
3114-0	Tree Surgeon	2455	2	\$ 52,680	--	12	\$	77,047
3151-0	Tree Surgeon Assistant	1922	2	\$ 41,238	--	12	\$	60,259
3557-0	Truck Crane Oiler							\$3860.80/BW
3583-0	Truck Operator	2277	6	\$ 57,503	--	12	\$	71,451
3583-6	Truck Operator	2461	6	\$ 62,138	--	12	\$	77,172
3113-B	Vocational Worker Animal Care Technician	2073	1	\$ 43,284	--	12	\$	65,041
3113-G	Vocational Worker Gardener Caretaker	2036	1	\$ 42,511	--	12	\$	63,892
3113-1	Vocational Worker I	1172	7	\$ 31,236	--	12	\$	36,748
3113-2	Vocational Worker II	1302	2	\$ 27,937	--	12	\$	40,841
3113-M	Vocational Worker Maintenance Laborer	1922	1	\$ 40,131	--	12	\$	60,259
3113-E	Vocational Worker Steet Services Worker	2144	1	\$ 44,766	--	12	\$	67,275
3113-T	Vocational Worker Tree Surgeon Assistant	1922	1	\$ 40,131	--	12	\$	60,259
4110-1	Wastewater Collection Worker I	2252	2	\$ 48,316	--	12	\$	70,678
4110-2	Wastewater Collection Worker II	2719	2	\$ 58,338	--	12	\$	85,273
3912-0	Water Utility Worker	2461	2	\$ 52,805	--	12	\$	77,172
3912-A	Water Utility Worker	2598	2	\$ 55,728	--	12	\$	81,473
3912-H	Water Utility Worker	2598	2	\$ 55,728	--	12	\$	81,473

LETTER OF AGREEMENT

2018-2022 MEMORANDUM OF UNDERSTANDING NO. 4

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 the Memorandum of Understanding (MOU) No. 4 Equipment Operation and Labor 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.

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 the following technical corrections and clean up language shall be included in the 2018 – 2022 MOU:

Salary Note f-22:

A Wastewater Collection Worker I or II, (Codes 4110-1 or 4110-2) who possess a California Water Environment Association (CWEA) Grade II certification or higher, will receive a \$12.50 biweekly non-pensionable bonus.

All other provisions of Salary Note f-22 remain unchanged.

8. **SALARY NOTES & SPECIAL ADJUSTMENTS** – The parties agree that the following salary notes and salary adjustments are effective the start of the pay period following the adoption of this MOU amendments by the City Council, except where a specific effective date is cited.
 - A. The following civil service classes shall be added to Salary Note f-23 effective at the start of the pay period following Council adoption of this MOU amendment.
 - Maintenance & Construction Helper, Code 3115
 - Maintenance Laborer, Code 3112
 - Light Equipment Operator, Code 3523
 - B. **Salary Note f-24:** Wastewater Collection Worker I & II, Code 4110-1/-2, Truck Operator, Code 3583, Refuse Collection Truck Operator II, Code 3580-2, Maintenance Laborer, Code 3112 and Maintenance & Construction Helper, Code 3115 in the Bureau of Sanitation who are assigned to cleaning activities associated with homeless encampments or illegal dumping shall receive additional compensation at two premium levels (5.5%) above the appropriate step on the salary range for the class. When regularly assigned, this compensation is pensionable. When assigned on a daily basis, this compensation is non-pensionable.

- C. On July 1, 2021, employees in the classification of Wastewater Collection Worker II, Code 4110-2, who are currently on payroll and below step 6 of the salary range shall be moved to step 6 without adjustment to their salary step anniversary date.
9. 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.
10. 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. 4

CONTRACT EXTENSION AMENDMENTS

FOR SEIU, LOCAL 721:

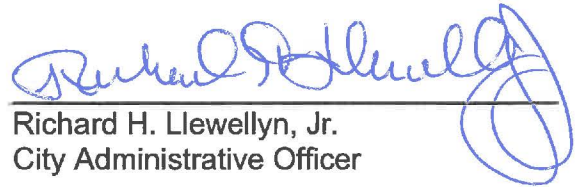


David Sanders
Regional Director

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