

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING NO. 04
REGARDING THE EQUIPMENT OPERATION AND LABOR EMPLOYEES
REPRESENTATION UNIT
(MOU 04)**

**This AMENDMENT NO. 1 to the Service Employees Representation Unit
Memorandum of Understanding No. 04 is made and entered into
this 24th day of August, 2023.**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

JANUARY 1, 2023 – DECEMBER 30, 2023

**AMENDMENT NO. 1
EQUIPMENT OPERATION AND LABOR EMPLOYEES REPRESENTATION UNIT
(MOU 04)**

The Service Employees International Union, Local 721, and the City of Los Angeles have reached agreement on the following MOU amendments.

The following Article 5.3 Call Back Pay is amended to add a new provision as follows:

ARTICLE 5.3 CALL BACK PAY AND DISTURBANCE CALLS

C. Effective July 2, 2023, whenever an hourly employee is contacted while on off-duty status by the Department/City to furnish information or take action needed to maintain the continuity of City business, without the necessity of having to physically report to the employee's headquarters, such employee shall receive a minimum of one hour of compensation at the overtime rate of time and one-half (1½) in cash for each such incident. An employee who works more than 1 hour under a Disturbance Call shall be compensated at the overtime rate for all time worked past the initial hour. Any time compensated for a Disturbance Call shall not count as regular hours worked during a workweek for the purposes of calculating overtime.

All other provisions of Article 5.3 remain unchanged.

The following Article 5.8 Standby Pay is **amended** as follows:

ARTICLE 5.8 STANDBY PAY

B. STANDBY PAY

Persons employed in the Unit who are subject to call during the employee's off-duty hours on a regularly scheduled work day or anytime during the employee's regularly scheduled off-duty day, shall receive, when assigned to standby, in addition to any other compensation provided for herein, the sum of two dollars (\$2.00) for each hour assigned to standby (non-pensionable). When called and required to report to work **or respond to a disturbance call**, the employee will be compensated in accordance with Article 5.3, Call Back Pay **and Disturbance Calls**. An employee will not receive pay of two dollars (\$2.00) per hour for any time the employee is receiving call back pay **or disturbance call pay. Effective July 2, 2023, the additional compensation for Standby Pay shall be increased to three dollars (\$3.00).**

All other provisions of Article 5.8 remain unchanged.

The following Article 6.4 Uniforms and Maintenance Allowances is **amended** as follows:

ARTICLE 6.4 UNIFORMS AND MAINTENANCE ALLOWANCES

M. Work Shoes and Boots

Full time employees who are required by Management to wear a specific safety-type work shoe/boot or a uniform shoe/boot and whose employing department does not already provide said shoes or boots, or a cash allowance, shall receive a cash allowance of two hundred dollars (\$200.00), and intermittent and half-time employees shall receive one-half this cash allowance (one hundred dollars [\$100.00]) for the purchase, repair, and maintenance of said shoes or boots provided they are on active payroll status each January 1 during the term of this MOU. In no event shall an employee receive more than two hundred dollars (\$200.00) under the provisions of this Article. This payment shall be made by separate check distributed in February for the term of the MOU.

Effective February 2024, the cash allowance described in subsection M., shall increase to three hundred dollars (\$300.00) for full time employees and one hundred fifty dollars (\$150.00) for intermittent and half-time employees. In no event shall an employee receive more than three hundred dollars (\$300.00) per calendar year under the provisions of this Article.

All other provisions of Article 6.4 remain unchanged.

The following Article 9.2 License Fees is **amended** as follows:

ARTICLE 9.2 LICENSE FEES

B. Unit employees who are required by their appointing authority to obtain and maintain a valid class A or B California Driver License, not otherwise required as a condition of employment, shall be reimbursed by his/her appointing authority for the fees required to obtain and renew such license(s).

Effective July 2, 2023, employees who are required to obtain endorsements shall be eligible for reimbursement described above. If the appointing authority is unable to determine the cost of the separate endorsement(s), from the license fees not eligible for reimbursement, the total fee(s) charged to the employee will be eligible for reimbursement. Additionally, any related prerequisite required to obtain any license or endorsement required by Management, not otherwise required as a condition of employment, shall be eligible for reimbursement.

All other provisions of Article 9.2 remain unchanged.

The following Salary Notes are **amended** as follows:

PUBLIC WORKS DEPARTMENT - The following salary notes shall apply to employees in the Department of Public Works only:

- f-10 Notwithstanding the provisions of LAAC Section 4.75, any employee in the Department of Public Works who is required to operate a pavement breaker, jackhammer or earth tamper shall receive, in addition to all regular and premium compensation, seventy five cents (\$.75) per hour for each full hour, or portion thereof, of actual operation only. (Non-pensionable)

The provisions of Note J of LAAC Section 4.61 shall not apply to employees covered by this note.

Effective July 2, 2023, employees required to operate a dirt compactor or wacker or other equipment designed specifically for pavement breaking or earth tampering shall be eligible for the additional compensation described above.

- f-22 **Effective July 2, 2023, Employees in the classification** of **A** Wastewater Collection Worker ~~I or~~ II, Code 4110-~~1~~-2, who possess a California Water Environment Association Grade II, **III, or IV** certification ~~or higher~~, shall receive **a** **an additional eighty dollars \$12.50 (\$80.00)** biweekly ~~non-pensionable bonus~~. **This compensation shall be treated as an Adds To Pay and shall be pensionable.**

Effective July 2, 2023, employees in the classification of Wastewater Collection Worker I, Code 4110-1, who possess a California Water Environment Association Grade II, III, or IV certification shall receive an additional forty dollars (\$40.00) biweekly. This compensation shall be treated as an Adds To Pay and shall be pensionable.

This bonus shall commence at the beginning of the payroll period next succeeding the date the employee presents the certification to the appointing authority.


All other Salary Notes remain unchanged.

**MOU AMENDMENT NO. 1
EQUIPMENT OPERATION AND LABOR EMPLOYEES REPRESENTATION UNIT
(MOU 4)**

Except for the amendments specified herein, all other Articles and/or provisions of the 2023, MOU No. 04 shall remain in full force and effect during the term of the January 1, 2023 – December 30, 2023 MOU.

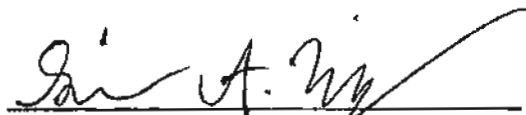
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 1 to the MOU No. 04, the day, month, and year first written above.

FOR THE UNION:

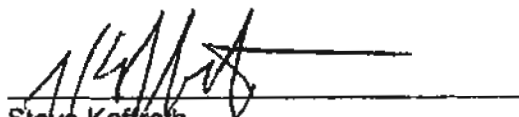


David Sanders
Regional Director, SEIU

8/14/23
Date




Simboa Wright
Bargaining Unit Chair, MOU 4



Steve Koffroth
Chief Negotiator, SEIU 721

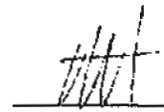
FOR THE CITY:



Matthew W. Szabo
City Administrative Officer

August 24, 2023
Date

Approved as to Form and Legality:



Ulysses L. Aguayo
Office of the City Attorney

8/7/2023
Date