

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: October 21, 2019

To: Ron Galperin, Controller
Attn: Vijay Singhal, Principal Deputy Controller

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



Subject: **TECHNICAL CORRECTIONS FOR THE 2018-2021 MEMORANDUM OF UNDERSTANDING SUPERVISORY PROFESSIONAL ENGINEERING AND SCIENTIFIC UNIT (MOU 17) (C.F. NO. 19-0845)**

The 2018-2021 Memorandum of Understanding (MOU) between the City of Los Angeles and the Service Employees International Union (SEIU), Local 721, for the Supervisory Professional Engineering and Scientific Unit (MOU 17) contains the following technical errors that require correction:

1. **ARTICLE 1.12 AMENDMENT OF MOU TO INCLUDE NEW CLASSES**

The current language shall be corrected and replaced with the following new language:

Effective upon the vote by the ERB to accrete a class or bargaining unit "Unit" into the Coalition of Los Angeles City Unions (Coalition Union), the salary range(s) of the newly accreted class/unit shall be adjusted to the salary range consistent with the step structure provided for in the relevant Coalition Union MOU and all other applicable benefits and provisions of the MOU shall be provided to members of the newly accreted class/unit as contained in the relevant Coalition MOU for all other represented members.

2. **ARTICLE 2.3 PAYROLL DEDUCTION AND DUES**

Subsection A. 1. a., 2, B. 1. a., and C shall be corrected by removing Association and replacing with Union. The new language should reflect the bold underlined information as shown below:

A. 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 **Union** 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.

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 Union 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.

B. 1. 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 Union 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.

- C. 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.

3. Subsection A. 3. shall be corrected by removing employee ID number and replacing with employee number. The new language should reflect the bold underlined information as shown below:

- A. 3. Any employees in this Unit who have authorized Union dues deductions with the Union on the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such dues deductions made by the City during the term of this MOU. 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 outlined in this subsection are, therefore, the Union's statement of its 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 during the first full payroll period that begins the period commencing ninety (90) days before the employee's anniversary date in the final year of the MOU or as disseminated by the Union by notifying the Union of their termination of Union dues deduction. Such notification shall be in the form of a letter containing the following information: employee name, **employee number**, job classification, department name, and name of the Union from which dues deductions are to be cancelled. The Union will provide the City the

appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period. Employees with any questions relating to union membership dues shall direct those questions to the Union.

4. Subsection 1. B. shall be corrected by removing their and replacing with his/her. The new language should reflect the bold underlined information as shown below:

*1.B. Employees who are members of the Union who previously elected to make union membership deductions prior to (1) starting an unpaid leave of absence, or (2) otherwise going on inactive status due to lack of scheduled hours, shall be reinstated as Union members with the automatic voluntary dues deduction immediately upon **his/her** return to work.*

All other provisions of Article 2.3 shall remain unchanged.

If you have any questions regarding this matter, please contact Angela Brown at (213) 473-7642 or Angela.Brown@lacity.org.

RJH:DB:AB:0720059

c: Rosemary Go, Controller's Office
Daniel Quach, Controller's Office
Vivienne Swanigan, Office of the City Attorney
Jody Klipple, SEIU
David Sanders, SEIU