

RESOLUTION NO. 023 213**BOARD LETTER APPROVAL**

A handwritten signature in blue ink, appearing to read 'M. L. Adams', is written over a horizontal line.

**MARTIN L. ADAMS**  
General Manager and Chief Engineer

**DATE:** April 4, 2023

**SUBJECT:** Approval of the Memorandum of Understanding for the Load Dispatchers Unit Represented by the Los Angeles Water and Power Dispatchers Association, for the Contract Term of January 1, 2021 through December 31, 2025.

**SUMMARY**

The LADWP and the Los Angeles Water and Power Load Dispatchers Association (LDA) have reached an agreement on the terms and conditions of the attached Memorandum of Understanding (MOU) for the period January 1, 2021 through December 31, 2025.

Los Angeles City Council (City Council) approval is required in accordance with City Charter Sections 219 and 373.

**RECOMMENDATION**

It is recommended that the Board of Water and Power Commissioners (Board) adopt the attached Resolution approving the benefits and recommending City Council approval of the salaries agreed to in the LDA MOU for the period of January 1, 2021 through December 31, 2025.

**FINANCIAL INFORMATION**

The estimated average year over year financial impact associated with the proposed contract ranges from approximately \$2.6 million to \$2.9 million. Assumptions are based on Cost-of-Living Adjustments (COLA) floor of 2.5 percent (2.5%) and ceiling of 5.5 percent (5.5%), which are based on Consumer Price Index (CPI), salary adjustments, and other identified miscellaneous new MOU provisions.

## **BACKGROUND**

The following is a summary of the MOU Amendments recommended for approval:

- 1) Five-year term from January 1, 2021 through December 31, 2025.
- 2) Each employee shall receive a one-time, taxable, non-pensionable, lump-sum payment of an amount equal to 2 percent of each individual employee's 2021 gross earnings, exclusive of any flat-rated compensation, such as meals.
- 3) Each employee shall receive a one-time, taxable, non-pensionable, lump-sum payment of an amount equal to 6 percent of each individual employee's 2022 gross earnings, exclusive of any flat-rated compensation, such as meals.
- 4) Effective January 1, 2023, the Department will provide 2 percent, 4 percent, and 5.5 percent, compounded to cover 2021, 2022, and 2023, COLA.
- 5) Effective January 1, 2023, the Department will provide a 4.5 percent salary adjustment (calculated after the COLA).
- 6) Effective January 1, 2024, COLA based on CPI\*.
- 7) Effective January 1, 2025, COLA based on CPI\*.

\*Salary ranges shall be increased by a percentage equal to the percentage increase in the CPI for Urban Wage Earners and Clerical Workers as measured from August of the prior year to August of the current year for United States City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to two and one-half percent (2.5%), the salary ranges shall be increased by two and one-half percent (2.5%), and if the CPI increases by five and one-half percent (5.5%) or more, the salary ranges shall be increased by five and one-half percent (5.5%).

- 8) Effective July 1, 2025, the Department will provide a 4 percent salary adjustment (calculated after the COLA).
- 9) Effective January 1, 2023, Load Dispatcher Trainees shall receive a one-time \$10,000 bonus upon completion of probation following assignment to a permanent Load Dispatcher position.
- 10) Supplemental Payments (Article 30.5) – A one-time taxable cash payment of \$2,500 will be provided to employees on active payroll as of January 1st for each contract year (2021 – 2025).

- 11) Additional Payments (Article 30.6) – A one-time taxable cash payment of \$7,500 will be provided to employees (except trainees) on active payroll on June 30, 2021, and a one-time taxable cash payment of \$7,500 will be provided to employees (except trainees) on active payroll on June 30, 2022.
- 12) Health Plan – Eliminate the 5 percent (5%) employee offset to health care contributions.
- 13) Overtime (Article 13)
  - Change before-normal-shift overtime causing regular shift to be paid at premium rate from 1.1 hours before shift to 4.0 hours before shift.
  - All accumulated overtime to be accrued at commensurate rate.
  - Establishing annual accumulated overtime accrual limit of 360 hours.
  - All overtime to be paid at double-time rate, except holidays worked on regular shift.
  - Change to Distribution of Overtime where if an employee gives less than seven (7) days' notice that they cannot work previously accepted overtime, the entry in the log shall reflect an amount of hours equal to both the previously accepted and newly refused hours.
- 14) Subsistence and Lodging (Article 38) – LADWP shall provide Subsistence and Lodging to prospective LADWP employees that currently occupy a permanent bid position in a remote location external to the Los Angeles Basin, who promote into the 5.30 Trainee position of Load Dispatcher Trainee for a period of time not to exceed one (1) year. This provision shall terminate on December 31, 2025.
- 15) Bid Plan (Appendix A) – Add new specialist positions and modify the process for removal of underperforming employees from special assignments.
- 16) Holidays – Add a new note under the existing Article 16 provision to indicate should another recognized LADWP employee organization receive any additional holidays other than those referenced in the LDA MOU, the holiday shall be extended to the LDA MOU.

## **ENVIRONMENTAL DETERMINATION**

Determine item is exempt pursuant to California Environmental Quality Act (CEQA) Guideline Section 15060(c)(3). In accordance with this section, an activity is not subject to CEQA if it does not meet the definition of a project. Section 15378(b)(5) states that organizational or administrative activities that will not result in direct or indirect physical changes in the environment do not meet that definition. Therefore, approval of the MOU for the Load Dispatchers Unit, represented by the LDA is not an action subject to CEQA.

**CITY ATTORNEY**

The Office of the City Attorney reviewed and approved the Resolution as to form and legality.

**ATTACHMENT**

- Resolution