

May 3, 2023

The Honorable City Council
c/o Office of the City Clerk
Room 395, City Hall
Mail Stop 160

Honorable Members:

Subject: Approval of Memorandum of Understanding for the Los Angeles Department of Water and Power Load Dispatchers Unit, Represented by the Los Angeles Water and Power Load Dispatchers Association

In accordance with the tentative agreement authorized by the Executive Employee Relations Committee (EERC) on April 14, 2023, the enclosed Memorandum of Understanding (MOU) and Resolution, approved as to form and legality by the City Attorney, codifies the agreements reached by the Los Angeles Department of Water and Power (LADWP) and the Los Angeles Load Dispatchers Association (LDA) for the contract term of January 1, 2021 through December 31, 2025, for the Load Dispatchers Unit.

Background

On October 28, 2020, EERC provided bargaining instructions to the Chief Administrative Officer and the General Manager of LADWP on negotiations with LDA. Consistent with those instructions, the parties have held multiple meetings and both parties have had the full opportunity to develop and present proposals, and review counter proposals. As a result, the negotiations led to a tentative agreement to address mission-critical classifications, general cost of living adjustments, and other issues. On April 14, 2023, EERC approved the tentative agreement for recommendation to the Los Angeles City Council. Subsequently, the Board of Water and Power Commissioners approved the items under their purview on April 25, 2023.

Contract Term and Salary

January 1, 2021 through December 31, 2025 – 5 Years

Cost of Living Adjustments		
Year	Date	Increase
2023	January 1, 2023	2%, 4% and 5.5%
2024	January 1, 2024	*CPI (corridor 2.5% - 5.5%)
2025	January 1, 2025	*CPI (corridor 2.5% - 5.5%)

*Consumer Price Index (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; 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%).

1. Each employee shall receive a one-time, taxable, non-pensionable, lump-sum payment of an amount equal to two (2) percent of each individual employee's 2021 gross earnings, exclusive of any flat-rated compensation, such as meals.
2. Each employee shall receive a one-time, taxable, non-pensionable, lump-sum payment of an amount equal to six (6) percent of each individual employee's 2022 gross earnings, exclusive of any flat-rated compensation, such as meals.
3. Effective January 1, 2023, LADWP will provide a four and one-half (4.5) percent salary adjustment (calculated after the Cost-of-Living Adjustment [COLA]).
4. Effective July 1, 2025, LADWP will provide a four (4) percent salary adjustment (calculated after the COLA).
5. 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).
6. 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.
7. Health Plan – Eliminate the five (5) percent employee offset to health care contributions.
8. 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.
9. 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 a number of hours equal to both the previously accepted and newly refused hours.
10. 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.

11. Bid Plan (Appendix A) – Add new specialist positions and modify the process for removal of underperforming employees from special assignments.
12. 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.

Fiscal Impact

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 COLA floor of two and one-half (2.5) percent and ceiling of five and one-half (5.5) percent, which are based on CPI, salary adjustments, and other identified miscellaneous new MOU provisions.

Recommendations

That the City Council:

1. Approve the set salaries agreed to herein;
2. Adopt the MOU; and,
3. Authorize the City Controller and General Manager and Chief Engineer of LADWP to make any necessary technical or clerical corrections.

If you have any questions or require further information, please contact the Director of Labor Relations, Mr. Thomas Simonovski, at (213) 367-1951.

Sincerely,



Martin L. Adams
General Manager and Chief Engineer

TS:JQ:sk

Enclosures

c/enc: Mr. Matthew W. Szabo, City Administrative Officer
Mr. Paul Girard, Employee Relations Chief
Mr. Thomas Simonovski