

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

C.F. #19-0845

Date: March 9, 2020

To: The City Council

From: 
Richard H. Llewellyn, Jr., City Administrative OfficerSubject: **AMENDMENT NO. 1 TO THE 2018-2021 MEMORANDUM OF UNDERSTANDING FOR THE PLANT EQUIPMENT OPERATION AND REPAIR REPRESENTATION UNIT (MOU 09)****RECOMMENDATIONS**

It is recommended that the City Council:

1. Adopt the attached Amendment No. 1 to the 2018-2021 Memorandum of Understanding (MOU) for the Plant Equipment Operation and Repair Representation Unit (MOU 09), represented by the International Union of Operating Engineers (I.U.O.E.), Local 501; and
2. Authorize the City Administrative Officer and the City Controller to correct any clerical or technical errors in the MOU.

SUMMARY

On July 29, 2019, the I.U.O.E. Local 501 and the City of Los Angeles (Parties) entered into a Letter of Agreement to continue meeting on issues that remained unresolved during the 2018-2022 MOU 09 negotiations (C.F. No. 19-0845). Subsequently the Parties met on several occasions and reached agreement on the resolution of the outstanding issues, resulting in the attached Amendment No. 1.

Amendment No. 1, approved as to form and legality by City Attorney, amends MOU 09 as follows:

1. Effective the first full pay period following City Council adoption of this Amendment No. 1 of MOU 09, the following salary note in Appendix G shall be amended to include the bold underlined language:

Note 11. b. Employees in the classification of Wastewater Treatment Mechanic (Code 5614) employed at the Terminal Island, DC Tillman or LA/Glendale Treatment Plants shall receive, in addition to all regular and premium pay, a bonus of \$1.00 per hour for each hour

performing assigned work in primary or secondary tanks, aeration tanks, filter tanks/basins, chlorine contact tanks, channels, digesters or wetwells at these facilities. (Non-pensionable)

2. Adding a Letter of Agreement to meet and discuss any potential new water license requirements for Wastewater Treatment Operators and amending the Table of Contents to reflect the Letter of Agreement.
3. Amending the Letter of Agreement executed on July 29, 2019, pertaining to additional compensation for an Electric Pumping Plant Operator, to include participation in the Operator-in-training program.

FISCAL IMPACT STATEMENT

Salary Note 11. b. is applicable to the Department of Public Works, Bureau of Sanitation. As such, any associated costs will not impact the General Fund. The bonus is non-pensionable.

RHL:DB:MAU:0720159

Attachment

AMENDMENT NO. 1

**MEMORANDUM OF UNDERSTANDING NO. 9
REGARDING THE PLANT EQUIPMENT OPERATION AND REPAIR
REPRESENTATION UNIT**

**THIS AMENDMENT NO. 1 to the 2018-2021 Plant Equipment Operation and Repair
Representation Unit Memorandum of Understanding No. 9 is made and entered
into this 16th day of March, 2020**

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND THE

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501

JULY 1, 2018 – JUNE 30, 2021

AMENDMENT NO. 1

PLANT EQUIPMENT OPERATION AND REPAIR REPRESENTATION UNIT (2018-2021 MOU No. 9)

On the 10th of March 2020, the parties reached agreement on the amendments specified below.

- 1) Effective the first full pay period following City Council adoption of this Amendment No. 1 of the 2018-2021 MOU No. 9, the following salary note in Appendix G shall be amended to include the bold underlined language:

Note 11. b. Employees in the classification of Wastewater Treatment Mechanic (Code 5614) employed at the Terminal Island, DC Tillman or LA/Glendale Treatment Plants shall receive, in addition to all regular and premium pay, a bonus of \$1.00 per hour for each hour performing assigned work in primary or secondary tanks, **aeration tanks, filter tanks/basins, chlorine contact tanks, channels, digesters or wetwells** at these facilities. (Non-pensionable)

- 2) Adding a Letter of Agreement regarding potential new water license requirements for Wastewater Treatment Operators (Attachment 1) and amending the Table of Contents to reflect this addition (Attachment 2).
- 3) Amending the Letter of Agreement executed on July 29, 2019, for Electric Pumping Plant Operator. (Attachment 3)

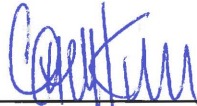
Except for the salary note and the Letters of Agreement added or amended herein, all other Articles, and/or provisions of the 2018-2021 MOU No. 9 shall remain in full force and effect during the term of the MOU.

AMENDMENT NO. 1

PLANT EQUIPMENT OPERATION AND REPAIR REPRESENTATION UNIT (MOU 9)

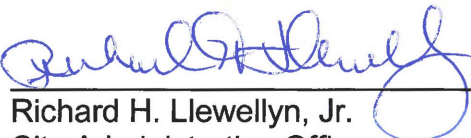
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Amendment No. 1 to the 2018-2021 MOU No. 9 the day, month, and year written below.

FOR THE UNION:




Gavin Koon, Business Representative
I.U.O.E. Local 501
1/30/2020
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer
3/10/20
Date

Approved as to Form and Legality:



Office of the City Attorney
2/5/2020
Date

LETTER OF AGREEMENT

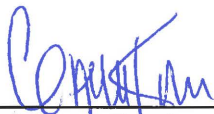
2018 – 2021 MEMORANDUM OF UNDERSTANDING NO. 9

**WASTEWATER TREATMENT OPERATOR
POTENTIAL NEW WATER LICENSE REQUIREMENTS**

If the Department of Public Works, Bureau of Sanitation requires some or all unit employees in the classification of Wastewater Treatment Operator to obtain new or additional California State licenses, such as Drinking Water Treatment and/or Distribution System Operators license(s), as a result of new State requirements the undersigned parties agree to meet and discuss whether such new or additional licenses are appropriate and the impact of the new requirements.

This Letter of Agreement shall expire concurrent with the MOU.

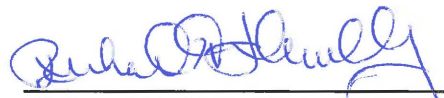
FOR THE UNION:



Gavin Koon, Business Representative
I.U.O.E. Local 501

1/30/2020
Date

FOR THE CITY:



Richard H. Llewellyn, Jr.
City Administrative Officer

3/10/20
Date

Approved as to Form and Legality:



Office of the City Attorney

2/5/2020
Date

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 Appendix G – Salary Notes

LETTERS

Exhibit A – Building Operating Engineer Apprenticeship Program
 Terminal Island - Letter of Intent
 Electric Pumping Plant Operator - Letter of Agreement
 Wastewater Treatment Mechanic Flat-Rate Bonus - Letter of Agreement
 Union Access to New Employee Orientation - Letter of Agreement
 Release Time Pilot Program - Letter of Agreement
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LETTER OF AGREEMENT

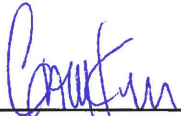
2018 – 2021 MEMORANDUM OF UNDERSTANDING NO. 9

ELECTRIC PUMPING PLANT OPERATOR

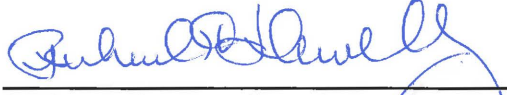
The parties agree that the Public Works Bureau of Sanitation Electric Pumping Plant Operator E.I.D. 104668 shall receive, in addition to regular and all other additional applicable compensation, one-hundred sixty dollars (\$160.00) biweekly when regularly assigned to the Wastewater Collection Systems Division, Operations Section or while participating in Hyperion Treatment Plant's Wastewater Operator-In-Training Program. This bonus is pensionable. This provision applies only to this employee identified herein. At such time as this employee vacates the current position (for any reason), or promotes into the classification of Wastewater Treatment Operator this provision shall no longer be valid.

FOR THE UNION:

FOR THE CITY:



Gavin Koon, Business Representative
I.U.O.E. Local 501



Richard H. Llewellyn, Jr.
City Administrative Officer

1/30/2020
Date

3/10/20
Date

Approved as to Form and Legality:



Office of the City Attorney

2/5/2020
Date