Date: April 17, 2017

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

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

Subject: TECHNICAL CORRECTIONS FOR THE 2015-2018 MEMORANDUM OF UNDERSTANDING (MOU) FOR THE PLANT EQUIPMENT OPERATION AND REPAIR REPRESENTATION UNIT (MOU 09)

The 2015-2018 Memorandum of Understanding (MOU) between the City of Los Angeles and the International Union of Operating Engineers, Local 501, for the Plant Equipment Operation and Repair Representation Unit (MOU 09) contains the following technical errors that require correction:

ARTICLE 2.1 – UNIT MEMBERSHIP LIST

The paragraph included in this article shall be corrected by reflecting the update from written correspondence to electronic. The new language should reflect the bold underlined information as shown below:

Management will provide the Union electronically, within thirty (30) days from the effective date of this MOU, and each thirty (30) days thereafter, an alphabetized list of employees subject to this MOU to include each employee's identification number, class code, class title, Union membership status, and location by department and division, as applicable. Home addresses shall be provided within sixty (60) days from the effective date of this MOU and each ninety (90) days thereafter.

ARTICLE 3.2 - UNION STEWARDS

Subsection C(2) shall correct the date listed at the beginning of the paragraph. The new language should reflect the bold underlined information as shown below:

(2) No later than March 18, 2016 or another date mutually agreed upon by the parties, the Union and City representatives will have established a curriculum and training program that will provide skills for both Stewards and front-line supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and front-line supervisors will be certified. Stewards certified through this training shall be authorized to spend up to two (2)
hours of City time to investigate each dispute raised under the Grievance Procedure of this MOU.

Article 4.2 - UNIFORMS

Notes 1, 2, & 4 shall be clarified by adding the effective date. The new language should reflect the bold underlined information as shown below:

Note 1: Effective December 13, 2015, employees who are required by their appointing authority to wear a work uniform shall receive uniform benefits and/or uniform maintenance allowances as provided below. Any allowances paid to employees herein are non-pensionable.

Note 2: Effective December 13, 2015, where Federal and/or State laws require employers to provide laundering service for contaminated work uniforms, Management shall provide the mandated laundering service. Under such circumstances, any uniform maintenance allowance currently in effect shall be suspended for the appropriate period and for the appropriate employee(s).

Note 3: Supervisors, as determined by the ERB, are not included under the provisions of this Article, with the exception as stated below in subsections A and E regarding the Bureau of Sanitation and the General Services Department.

Note 4: Effective December 13, 2015, employees may request to receive the uniform maintenance allowance in lieu of Management providing laundering service. Management has sole discretion to approve such request.

ARTICLE 4.5 - PERSONNEL FOLDERS

Subsection B shall correct the misspelling of “evaluatory”. The new language should reflect the bold underlined information as shown below:

B. No evaluatory or disciplinary document may be placed in an employee’s official departmental personnel file without his/her review and a copy of the document being presented to the employee. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing it with the understanding that such signature does not necessarily indicate agreement with its contents.

ARTICLE 6.4 - ADJUSTED SALARY FOR SPECIFIED ASSIGNMENTS

Subsection B shall correct the inadvertent reference to subsection C instead of subsection E. The new language should reflect the bold underlined information as shown below:
B. Employees shall not be eligible for adjusted salary under the provision of LAAC Section 4.61, Schedule A, former Note K (repealed in 2004). In lieu thereof, employees shall receive additional salary as specified below in **subsection E**, Obnoxious Conditions, of this Article.

**ARTICLE 7.2 - RETIREMENT BENEFITS**

Subsection B(2) shall be corrected by adding the effective date. The new language should reflect the bold underlined information as shown below:

(2) Non-contributing Unit members before **December 13, 2015**

(a) Effective December 13, 2015, Unit members who are not contributing the additional four percent (4%) of their pre-tax compensation to LACERS under subsection B(1)(a) of this Article shall begin making said contribution.

**ARTICLE 7.4 - FAMILY ILLNESS**

The first paragraph shall be corrected to reflect the increase from the previous 12 working days allotment and add parenthetical total hours to the new 15 days allotment. The new language should reflect the bold underlined information as shown below:

A. Management's present practices of allowances for leave for family illness will be continued during the term of this MOU. Effective December 27, 2015, the aggregate number of working days allowed in any one calendar year with full pay shall increase from 12 working days to not exceed fifteen (15) days (120 hours). Such practice of allowance for leave of illness in family shall be in accordance with LAAC Section 4.127. Upon the adoption of a child, an employee will be permitted to use fifteen (15) days (120 hours) of family illness sick leave.

**SALARY NOTE 7**

This salary note shall be corrected to clarify that employees must be regularly assigned to the named groups and add that employees who are part of the Hyperion Water Reclamation Plant Training and Safety Group are also eligible for this bonus. Also, this salary note shall clarify that when this bonus is received per shift, it shall be non-pensionable. The new language should reflect the bold underlined information as shown below:

7. A Unit employee who is **regularly** assigned to the Industrial Safety and Compliance Division (ISCD) or to the Hyperion Water Reclamation Plant Training and Safety Group of the Bureau of Sanitation (Pensionable) or any other Unit employee who conducts a formal group training session for a full shift at the request of ISCD (**Non-pensionable**) will be paid five and one-half percent (5.5%) above his/her normal rate of pay. This note shall not apply to supervisory classifications, as determined by the ERB, who perform informal or on-the-job training or journey level instruction.
SALARY NOTE 8

This salary note shall be corrected by changing the reference to Article 6.4, Section E. Obnoxious Conditions and add clarifying parenthetical language regarding LAAC Note K. The new language should reflect the bold underlined information as shown below:

8. At no time shall the adjusted compensation under Article 6.4, E. Obnoxious Conditions be applicable to any position in any class series listed below since the K rate is included in the salary (Although LAAC Note K was repealed in 2004, the salaries listed below still include the value of this former note).

SALARY NOTE 9

This salary note shall be corrected by changing the inadvertent distinguishing of this salary note from Non-Pensionable to Pensionable. The new language should reflect the bold underlined information as shown below:

9. Employees in the classifications of Wastewater Treatment Operator, Building Operating Engineer, or Senior Building Operating Engineer when assigned to a relief position, shall be entitled to a regularly assigned premium of two dollars ($2.00) per hour. Such premium shall be paid in accordance with the provisions of Section 4.75 of the LAAC. (Pensionable)

If you have additional questions, please contact Jennifer Shar at (213) 473-7563 or Jennifer.Shar@lacity.org.

RJH:MHA:JDS:SO:0717088

c: Rosemary Go, Controller's Office
   Alfonso Perez, Sanitation
   Angela Brown, LAWA
   Mike Bolokowicz, Library
   David Sanders, SEIU