

Amendment to
Memorandum of Understanding
for
2004-2007
Salaries and Benefits

Between

THE CITY OF LOS ANGELES

THE LOS ANGELES DEPARTMENT OF
WATER AND POWER

and

THE LOS ANGELES DEPARTMENT OF WATER AND POWER
ASSOCIATION OF CONFIDENTIAL EMPLOYEES

Confidential Management Representative Unit

This Amendment provides salaries and benefits for employees whose classifications are represented by the Association of Confidential Employees, and otherwise amends the Memorandum of Understanding (MOU) for the bargaining unit represented by the Association of Confidential Employees (herein "ACE") for the Department of Water and Power's Confidential Management Representative Unit. In addition, this Amendment revises articles to the MOU language.

The salaries contained herein require approval of the City Council.

Unless noted otherwise, all modifications provided herein shall be effective October 1, 2004. When these modifications are included in the current MOU, the result will be the 2004-2007 Confidential Management Representative Unit MOU.

Article 9.6—Meals Away From Home

The rules pertaining to compensation for meals away from home are set forth in Section 5.9(c) of the Working Rules. Supplemental to that section, the following rates of compensation for meals away from home shall apply, effective July 1, 2006:

| | |
|-----------------------------------|----------------|
| Breakfast (including tax and tip) | \$12.16 |
| Lunch (including tax and tip) | \$15.67 |
| Dinner (including tax and tip) | <u>\$22.60</u> |
| TOTAL | \$50.43 |

Effective July 1 of each year, each above rate shall be modified by a percent equal to the April to April movement in the food-away-from-home component of the Consumer Price Index (CPI) Urban Consumers Los Angeles-Riverside-Orange County Area (1982-84=100).

Article 9.7—Mileage Allowances

The parties agree that the following provisions will be applicable for employees utilizing personal automobiles in the conduct of Department business:

9.7(a)

When an employee uses his or her personal automobile to conduct Department business as authorized by the General Manager, he or she shall be compensated for such use during each calendar month in accordance with the following schedule, effective January 1, 2006:

1. All miles driven—\$0.445 per mile;
2. Necessary parking fees or charges, exclusive of the DWP facilities;
3. The parties agree that when the standard mileage rate (as issued by the IRS for computing the deductible cost of operating a vehicle for business purposes) changes, the \$0.445 per mile rate provided above shall be changed to the same amount.

4. Appropriate changes, if required, will become effective in the payroll period following January 1, April 1, July 1, and October 1, of each contract year.

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9.7(b)

When an employee is required to have his or her personal automobile available for use to conduct Department business, he or she shall be paid compensation for such availability or use during each calendar month as authorized by the General Manager in accordance with the following schedule effective January 2006:

1. For each day during which the automobile is required to be available and is available but not actually driven on Department business—\$9.24;
 2. For each day driven on Department business—\$9.24;
 3. All miles driven—\$0.445 per mile; and
- ...

Article 10.1—Compensation for Sick Time

For purposes of clarifying and facilitating the procedures used in the administration of sick time as described in Article 10.1 (Compensation for Sick Time) of the ACE Unit Memorandum of Understanding, the parties agree to the following:

1. In the event of illness, ACE-represented employees shall have the choice of one of three options for posting of their time for the first and second sick days. Affected employees shall indicate to their immediate supervisors as to how the time shall be charged, at the time they report their illness.
2. The three options for charging the first two days of sick time for each illness not linked to a previous illness shall be:
 - o Sick: Time deducted from the sick bank(s);
 - o Vacation: Time deducted only from the vacation time;
 - o Accumulated Overtime: Time deducted from accumulated overtime bank.
3. Only the first two days of a single illness shall be counted as sick days for purposes of allowed sick time in a single calendar year, as described in the DWP Disability Plan.
4. If a single illness extends beyond two days, after having used one of the above options, employees represented by ACE shall be placed on the DWP's Disability Plan for the third through the tenth workdays. Should the illness extend beyond ten working days, the employee shall be entered into the Retirement Plan's Disability Program on the eleventh workday and for all subsequent days until the employee returns to work.

Article 13.1—Maintenance of Salaries and Benefits

The parties agree to jointly recommend that the Board of Water and Power Commissioners forward to the City Council with a recommendation for approval, the salary ranges as established in Appendices A-1 and A-4.

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Article 15.1—Health Plans

...

The Department's maximum monthly contributions for each contract year for the period October 1, 2004 through June 30, 2007 is:

| | |
|------|----------|
| 2004 | \$718.96 |
| 2005 | \$823.76 |
| 2006 | \$914.85 |
| 2007 | \$971.68 |

Article 15.2—Dental Plans

...

The Department's maximum monthly contributions for each contract year for the period October 1, 2004 through June 30, 2007 is:

| | |
|------|----------|
| 2004 | \$125.25 |
| 2005 | \$125.25 |
| 2006 | \$118.05 |
| 2007 | \$118.05 |

Article 16.2—Calendar of Successor MOU

Unless either Party shall serve upon the other during the period June 15 through September 1, 2007, inclusive, written proposals for a successor MOU, or written proposals for amendments to this MOU, with the exception of salary proposals which shall be presented no later than October 1, 2007, the terms and conditions contained in the current MOU as amended shall remain in effect.

Either party, by notice in writing sixty (60) days prior to September 30, 2007, may reopen this Memorandum of Understanding.

Article 17—Scope of Implementation

This Amendment constitutes a jointly drafted recommendation of the Employer (City) and the Association of Confidential Employees (ACE). It shall not be binding in whole or part, unless and until all the following have occurred:

- ACE has notified the Board of Water and Power Commissioners (Board) that this Amendment was ratified in its entirety by the Association's membership, as evidenced by ACE's authorized representative affixing his or her signature hereto; and,
- The Board has by adoption of an appropriate Resolution, notified ACE that it has approved this Amendment for implementation, as evidenced by the General Manager affixing his signature hereto; and
- The Los Angeles City Council has taken appropriate action approving and setting the salaries as provided for in Appendices A-1 through A-4.

Notwithstanding the above, Article 8, with the exception of Section 8.2(d), shall be binding upon adoption of an appropriate Resolution by the Board of Water and Power Commissioners.

Article 22—Evaluations

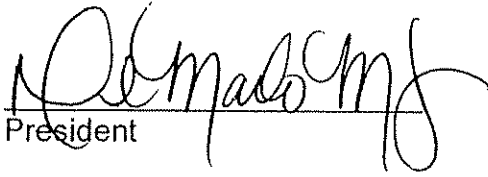
The Association of Confidential Employees (ACE) agrees to meet and confer with the Department for the purpose of establishing a Performance Review/Evaluation Process (PR/E) for managers represented by the Association. Such PR/E process will not be established for ACE employees until such a process has been implemented for at least 50% of Department employees.

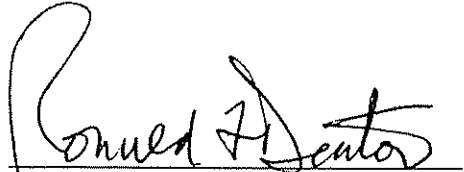
Correction

The City Controller and the General Manager of the Department of Water and Power are hereby authorized to correct any technical or clerical errors in this Amendment.

The Los Angeles Department of
Water and Power Association
of Confidential Employees
Authorized Representative

City of Los Angeles
Representative



President


General Manager
Department of Water and Power

Date: 1/23/07

Date: 1/23/07

APPROVED AS TO FORM AND LEGALITY
ROCKARD J. DELGADILLO, CITY ATTORNEY

JAN 22 2007
BY 
ANAT EHLION
Assistant City Attorney

APPENDIX A-1
CONFIDENTIAL MANAGEMENT REPRESENTATIVES UNIT
 Salaries Effective October 1, 2004(1.0290) X (Current Rate)

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|------------|------------|-------------|-------------|
| 9105 | Utility Administrator IV | HR | \$49.51 | \$52.27 | \$58.26 | \$58.26 | \$61.51 |
| | | BW | \$3,960.80 | \$4,181.60 | \$4,414.40 | \$4,660.80 | \$4,920.80 |
| | DDR 95-91058 | MO | \$8,614.74 | \$9,094.98 | \$9,601.32 | \$10,137.24 | \$10,702.74 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|------------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator III | HR | \$42.93 | \$45.32 | \$47.85 | \$50.52 | \$53.34 |
| | | BW | \$3,434.40 | \$3,625.60 | \$3,828.00 | \$4,041.60 | \$4,267.20 |
| | DDR 95-91057 | MO | \$7,469.82 | \$7,885.68 | \$8,325.90 | \$8,790.48 | \$9,281.16 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator II | HR | \$39.74 | \$41.96 | \$44.30 | \$46.77 | \$49.38 |
| | | BW | \$3,179.20 | \$3,356.80 | \$3,544.00 | \$3,741.60 | \$3,950.40 |
| | DDR 95-91056 | MO | \$6,914.76 | \$7,301.04 | \$7,708.20 | \$8,137.98 | \$8,592.12 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator I | HR | \$34.89 | \$36.84 | \$38.89 | \$41.06 | \$43.35 |
| | | BW | \$2,791.20 | \$2,947.20 | \$3,111.20 | \$3,284.80 | \$3,468.00 |
| | DDR 95-91055 | MO | \$6,070.86 | \$6,410.16 | \$6,766.86 | \$7,144.44 | \$7,542.90 |

APPENDIX A-2
CONFIDENTIAL MANAGEMENT REPRESENTATIVES UNIT
One-Time Special Adjustment
Salaries Effective October 1, 2004 (1.0325) X (Current Rate)

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|------------|------------|-------------|-------------|
| 9105 | Utility Administrator IV | HR | \$51.12 | \$53.97 | \$56.98 | \$60.16 | \$63.51 |
| | | BW | \$4,089.60 | \$4,317.60 | \$4,558.40 | \$4,812.80 | \$5,080.80 |
| | DDR 95-91058 | MO | \$8,894.88 | \$9,390.78 | \$9,914.52 | \$10,467.84 | \$11,050.74 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|------------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator III | HR | \$44.33 | \$46.80 | \$49.41 | \$52.16 | \$55.07 |
| | | BW | \$3,546.40 | \$3,744.00 | \$3,952.80 | \$4,172.80 | \$4,405.60 |
| | DDR 95-91057 | MO | \$7,713.42 | \$8,143.20 | \$8,597.34 | \$9,075.84 | \$9,582.18 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator II | HR | \$41.03 | \$43.32 | \$45.74 | \$48.29 | \$50.98 |
| | | BW | \$3,282.40 | \$3,465.60 | \$3,659.20 | \$3,863.20 | \$4,078.40 |
| | DDR 95-91056 | MO | \$7,139.22 | \$7,537.68 | \$7,958.76 | \$8,402.46 | \$8,870.52 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator I | HR | \$36.03 | \$38.04 | \$40.16 | \$42.40 | \$44.76 |
| | | BW | \$2,882.40 | \$3,043.20 | \$3,212.80 | \$3,392.00 | \$3,580.80 |
| | DDR 95-91055 | MO | \$6,269.22 | \$6,618.96 | \$6,987.84 | \$7,377.60 | \$7,788.24 |

APPENDIX A-3
CONFIDENTIAL MANAGEMENT REPRESENTATIVES UNIT
Salaries Effective October 1, 2005(1.0340) X (Current Rate)

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|------------|-------------|-------------|-------------|
| 9105 | Utility Administrator IV | HR | \$52.86 | \$55.81 | \$58.92 | \$62.21 | \$65.68 |
| | | BW | \$4,228.80 | \$4,464.80 | \$4,713.60 | 4,976.80 | \$5,254.40 |
| | DDR 95-91058 | MO | \$9,197.64 | \$9,710.94 | \$10,252.08 | \$10,824.54 | \$11,428.32 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|------------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator III | HR | \$45.83 | \$48.39 | \$51.09 | \$53.94 | \$56.95 |
| | | BW | \$3,666.40 | \$3,871.20 | \$4,087.20 | \$4,315.20 | \$4,556.00 |
| | DDR 95-91057 | MO | \$7,974.42 | \$8,419.86 | \$8,889.66 | \$9,385.56 | \$9,909.10 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator II | HR | \$42.42 | \$44.79 | \$47.29 | \$49.93 | \$52.71 |
| | | BW | \$3,393.60 | \$3,583.20 | \$3,783.20 | \$3,994.40 | \$4,216.80 |
| | DDR 95-91056 | MO | \$7,381.08 | \$7,793.46 | \$8,228.46 | \$8,687.82 | \$9,171.54 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator I | HR | \$37.26 | \$39.34 | \$41.53 | \$43.85 | \$46.29 |
| | | BW | \$2,980.80 | \$3,147.20 | \$3,322.40 | \$3,508.00 | \$3,703.20 |
| | DDR 95-91055 | MO | \$6,483.24 | \$6,845.16 | \$7,226.22 | \$7,629.90 | \$8,054.46 |

APPENDIX A-4
CONFIDENTIAL MANAGEMENT REPRESENTATIVES UNIT
 Salaries Effective October 1, 2006 (1.0370) X (Current Rate)

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|-------------|-------------|-------------|-------------|
| 9105 | Utility Administrator IV | HR | \$54.81 | \$57.87 | \$61.10 | \$64.51 | \$68.11 |
| | | BW | \$4,384.80 | \$4,629.60 | \$4,888.00 | \$5,160.80 | \$5,448.80 |
| | DDR 95-91058 | MO | \$9,536.94 | \$10,069.38 | \$10,631.40 | \$11,224.74 | \$11,851.14 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|------------------------------|----------|------------|------------|------------|------------|-------------|
| 9105 | Utility Administrator III | HR | \$47.54 | \$50.19 | \$52.99 | \$55.94 | \$59.06 |
| | | BW | \$3,803.20 | \$4,015.20 | \$4,239.20 | \$4,475.20 | \$4,724.80 |
| | DDR 95-91057 | MO | \$8,271.96 | \$8,733.06 | \$9,220.26 | \$9,733.56 | \$10,276.44 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator II | HR | \$44.00 | \$46.45 | \$49.04 | \$51.77 | \$54.66 |
| | | BW | \$3,520.00 | \$3,716.00 | \$3,923.20 | \$4,141.60 | \$4,372.80 |
| | DDR 95-91056 | MO | \$7,656.00 | \$8,082.30 | \$8,532.96 | \$9,007.98 | \$9,510.84 |

| Class Code | Class Title DDR No. | Pay Rate | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|----------------------------|----------|------------|------------|------------|------------|------------|
| 9105 | Utility Administrator I | HR | \$38.65 | \$40.80 | \$43.07 | \$45.47 | \$48.01 |
| | | BW | \$3,092.00 | \$3,264.00 | \$3,445.60 | \$3,637.60 | \$3,840.80 |
| | DDR 95-91055 | MO | \$6,725.10 | \$7,099.20 | \$7,494.18 | \$7,911.78 | \$8,353.74 |