

AMENDMENT NO. 5

to

October 1, 2005 through September 30, 2010
MEMORANDUM OF UNDERSTANDING
(MOU 42)

Between

THE CITY OF LOS ANGELES,
LOS ANGELES DEPARTMENT OF WATER AND POWER

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 18

Clerical Unit
(Bargaining Unit #7)

for

October 1, 2022 through September 30, 2026

The Parties agree that the current Memorandum of Understanding (MOU), Clerical Unit, for October 1, 2005, through September 30, 2010, as amended by MOU Amendment Nos. 1, 2, 3, and 4, and shall be further amended by this Amendment No. 5, as set forth below:

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.

- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Board of Water and Power Commissioners and the Board of Administration of the Water and Power Employees' Retirement Plan to approve Two-Party coverage and provide each IBEW-represented employee enrolled in WPERP Tier 2 two-party healthcare subsidy with LADWP Qualifying Service and provide for Kaiser coverage outside Southern California.

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a contribution of \$2.25 per pay period for as long as the member desires such coverage. Additionally, the benefit shall not be effective until the member has made contributions for thirty-nine (39) continuous payroll periods after enrollment or re-enrollment for this coverage.

The monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30 **SALARIES**

30.1 – Salaries

The cost-of-living-adjustments (COLA) are as established below:

- Effective October 1, 2022 — 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%).

- Effective October 1, 2023 — 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%).

- Effective October 1, 2024 — 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%).

- Effective October 1, 2025 — 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service

Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1 (b) – One-Time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such

as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.

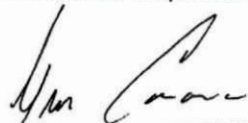
- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Clerical Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

Local 18 of the
International Brotherhood
of Electrical Workers, AFL-CIO,
Authorized Representatives



Business Manager


City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER CITY ATTORNEY

OCT 27 2022

BY 
WENDY K. GENZ
DEPUTY CITY ATTORNEY