

AMENDMENT NO. 5

to

**July 28, 2003 through September 30, 2005
MEMORANDUM OF UNDERSTANDING
(MOU 48)**

Between

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

and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 18**

**Professional Unit
(Bargaining Unit #3)**

for

October 1, 2017 through September 30, 2022

The Parties agree that the current Memorandum of Understanding (MOU), Professional Unit, for July 28, 2003, through September 30, 2005, as amended by MOU Amendment Nos. 1, 2, 3, and 4, shall be further amended by this Amendment No. 5, as set forth below:

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2017, through September 30, 2022.
- 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 Tuesday, July 5, 2022; 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 by MOU Amendment Nos. 1, 2, 3, and 4, shall remain in full force and effect through September 30, 2022.
- 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 30
SALARIES

30.1 – Salaries

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

- Effective October 1, 2017 — 3% COLA
- Effective December 1, 2017 — 1.5% COLA
- Effective October 1, 2018 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2017 to August 2018 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.
- Effective October 1, 2019 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2018 to August 2019 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.
- Effective October 1, 2020 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2019 to August 2020 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.
- Effective October 1, 2021 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2020 to August 2021 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.

ARTICLE 31
SCOPE OF IMPLEMENTATION

This MOU Amendment constitutes a jointly drafted recommendation of the City of Los Angeles, LADWP and IBEW, Local 18, and shall not become binding in whole or in part, unless and until all of the following have occurred.

- IBEW, Local 18, has notified the Board that the MOU Amendment was ratified in its entirety by the Union's membership, as evidenced by IBEW, Local 18's authorized representative affixing his or her signature hereto; and,
- The Board has by adoption of an appropriate Resolution notified IBEW, Local 18, that the MOU Amendment is approved, as to items within the Board's authority, by the Department, as evidenced by the General Manager affixing his signature hereto; and,
- The City Council has taken appropriate action approving and setting the salaries agreed to herein and, because this MOU Amendment exceeds three years in duration, has also approved the items that had been approved by the Board.

The effective date of this MOU Amendment is the date on which the last event in time occurs.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.8 – Tier II Vesting

During the term of this MOU Amendment, 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 reduce the current Tier II pension vesting schedule from ten (10) years to five (5) years.

ARTICLE 39
JOINT SAFETY INSTITUTE

The parties agree that within the first two years of this amendment to the MOU, the parties will take the necessary steps to create a single entity to replace the Joint Training Institute (JTI) and the Joint Safety Institute (JSI).

The parties further agree that effective October 1, 2017; the LADWP will no longer fund the JTI and JSI, or the successor institute.

Effective October 1, 2018, IBEW-represented employees shall contribute 0.43% of all hours worked to fund the successor institute.

ARTICLE 40
JOINT TRAINING INSTITUTE

The parties agree that within the first two years of this amendment to the MOU, the parties will take the necessary steps to create a single entity to replace the Joint Training Institute (JTI) and the Joint Safety Institute (JSI).

The parties further agree that effective October 1, 2017; the LADWP will no longer fund the JTI and JSI, or the successor institute.

Effective October 1, 2018, IBEW-represented employees shall contribute 0.43% of all hours worked to fund the successor institute.

ARTICLE 43
ANNUAL PERFORMANCE EVALUATIONS/CAREER DEVELOPMENT


All employees covered under this MOU shall have an annual performance evaluation conducted to provide valuable feedback to facilitate and promote their continuous growth, development and success. The review period shall be based on the anniversary date of the employee. The annual performance evaluation document shall not be used for any disciplinary purposes.

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 Professional Unit Memorandum of Understanding on this 20th day of June, 2017, 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 of the Los Angeles
Department of Water and Power

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

JUN 14 2017
BY: 
JOSEPH A. BRAJEVICH
GENERAL COUNSEL