

M E M O R A N D U M  
OF  
U N D E R S T A N D I N G

Between

THE CITY OF LOS ANGELES,  
DEPARTMENT OF WATER AND POWER

and

LOCAL 18 OF  
THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

**Steam Plant and Water Supply Unit**

October 1, 2002

through

September 30, 2005

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ARTICLE 1  
DEPARTMENT - UNION RELATIONSHIP

A. Continuity of Service to the Public and Mutual Pledge of Accord

The Department of Water and Power is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of the Department's customers. The obligation to maintain these public services is imposed both upon the Department and the Union during the term of this MOU and the certification of the Union as the exclusive representative of the employees in this representation unit.

To continue the viability of the Department as the provider of choice for energy, water, and related services, the parties mutually agree to work through a joint Labor/Management process. The goal of this process is to ensure Department competitiveness and maintain employment security.

Inherent in the relationship between the Department and its employees is the obligation of the Department to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the Department in the performance of their public service obligation.

It is the purpose of this Memorandum to promote and ensure harmonious relations, cooperation and understanding between the Department and the employees represented by the Union and to establish and maintain proper standards of wages, hours and other terms and conditions of employment.

B. No Strike - No Lockout

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the Department agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or action by Union members occur, the Union shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Union, they shall be deemed to have forfeited their jobs without recourse of any kind against the Department or the Union. The curtailing of operations by the Department in whole or part for operational or economic reasons shall not be construed as a lockout.

The provisions of this Paragraph B shall not detract in any way from the restrictions imposed by law on strikes and other types of work stoppages by public employees. The Union agrees that should the aforementioned legal restrictions on strikes and work stoppages be removed, the provisions of this Article shall remain in effect. The Department agrees that the enactment of more stringent laws regarding Union activities shall likewise not affect the terms of this Paragraph B.

ARTICLE 2  
RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, Local 18 of the International Brotherhood of Electrical Workers, was certified on July 15, 1975, by the Employee Relations Board of the City of Los Angeles as the majority representative of employees in the Department of Water and Power Steam Plant and Water Supply Unit (hereinafter referred to as "Unit") as found to be appropriate by said Employee Relations Board. Department Management hereby recognizes Local 18, as the exclusive representative in said Unit.

ARTICLE 3  
LANGUAGE

Throughout this Memorandum of Understanding, hereinafter referred to as MOU, the terms "management" or "employer" shall be understood to refer to the General Manager of the Department of Water and Power (Department). The term "Board" shall be understood to refer to the Board of Water and Power Commissioners, and the term "Union" shall be understood to refer to Local 18 of the International Brotherhood of Electrical Workers, AFL-CIO.

The term "parties" shall be understood to refer jointly to the City of Los Angeles and the Union.

The term "employee" shall be understood to refer to an employee in this Unit as established and/or modified by the Los Angeles City Employee Relations Board.

The term "annual rate" shall apply to all positions in this Unit except those which are subject to an hourly or daily-rate of pay and are so identified on the respective Duties Description Records.

The use of plural nouns shall be understood to include the singular and vice versa, where appropriate.

ARTICLE 4  
NON-DISCRIMINATION

The parties mutually recognize and agree to protect those employee rights granted in the Employee Relations Ordinance of the City of Los Angeles and applicable State and Federal laws, including the rights of all employees covered herein to join and participate in the activities of the Union.

The parties mutually recognize and agree that the provisions of this MOU shall be applied equally to all employees in the Unit without discrimination because of disability, race, color, sex, age, religious creed, union activity, national origin, ancestry, political belief or sexual orientation.

ARTICLE 5  
GRIEVANCE PROCEDURE

Definition

A grievance is defined as any dispute concerning the interpretation or application of this written MOU and/or Departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

General Provisions

- a. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, an employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.



- b. No grievant shall lose the right to process a grievance because of Department-imposed limitations in scheduling meetings.
- c. Grievants have the responsibility to discuss their grievances informally with their immediate/appropriate supervisor. The supervisor is obligated, upon request of a grievant, to discuss the grievance at a mutually satisfactory time. Grievants may be represented by a representative of their choice in the informal discussion with their immediate supervisor, and in all formal review levels.
- d. The time limits hereinafter provided between steps of the grievance procedure may be extended only by mutual agreement. In addition, by mutual agreement, any level of review may be waived from this grievance procedure. Agreements under this section shall be made between the Labor Relations Office and the employee's representative or the employee if unrepresented.

All written grievances and appeals must be either received in the Labor Relations Office or postmarked by the U. S. Postal Service within time limits set forth in this Grievance Procedure.

- e. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a full-time Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If a full-time Union Staff Representative elects to attend said grievance meeting, the representative shall inform the Labor Relations Office of that fact. The Union is to be notified of the resolution of all formal grievances.
- f. It is understood and agreed that Section 3502 of the California Government Code grants to public employees the right to represent themselves individually in their employment activities which includes grievances. Nothing in this MOU shall be construed as to abridge, limit or restrict that right.

- g. Employees who file a grievance and elect representation by the Union shall be permitted to be present and testify at any step of the grievance procedure if their attendance is requested by either the Union or Management.
- h. Expedited arbitration and/or a bench decision may be used by mutual agreement.

## Union Procedure

### Preamble

The purpose of this Procedure is to solve problems fairly and as expeditiously as possible at the lowest possible level. This Procedure is a problem solving process. At each step, a good faith effort will be made resolve the issue.

#### I. Informal Step

- The grievant and/or the Union will meet informally with the appropriate supervisor/manager to resolve all issues within their level of authority.
- The grievant and/or the Union will notify the appropriate supervisor/manager within fourteen (14) calendar days of the date of the grievable incident or within fourteen (14) calendar days of the date the grievant and/or the Union should have reasonably been aware of the incident.
- The grievance shall be considered waived if not presented within the fourteen (14) day time limit.
- It is the intent of the parties that responses be given to the grievant and/or the Union as soon as possible, but, due to special circumstances or length of investigations, supervisor/managers will have up to fourteen (14) calendar days to respond.
- If the grievance is not resolved at the informal step, a formal intent to file a grievance may be filed within fourteen (14) calendar days of the response.

II. Formal Step (Written Grievance filed by the Union)

- The Union and Management will designate representatives to be members of a local Joint Labor/Management Investigatory Committee (JLMIC) to establish the facts and participate in discovery of relevant information.
- The Committee should consist of the Labor Relations Representative, the appropriate Manager, the Union Representative, and the Shop Steward.
- The JLMIC has the authority to resolve the issue(s).
- A joint statement of facts and/or decision will be rendered within twenty-one (21) calendar days from the receipt of the written grievance.
- If the grievance is not resolved at this step, the grievance may be appealed to the next step within fourteen (14) calendar days of the response.

III. Review - Business Unit Level

- Union representatives and the appropriate Business Unit Managers/Line Managers will meet on a regular basis to review unresolved cases forwarded to them by the JLMIC.
- Minutes of these meetings will be kept and written reports will be prepared for each issue dealt with.
- A decision and report will be issued within thirty (30) calendar days from the date of the appeal.
- The parties have the authority to resolve all issues forwarded to them.
- If the grievance is not resolved at this step, the grievance may be appealed to the next step within fourteen (14) calendar days of the response.

#### IV. Review - Department Level

- The IBEW-Local 18 Business Manager and the DWP General Manager will meet on a monthly basis to review and resolve cases referred to them from the Business Unit level.
- There will be a written record of their decision.

#### V. Arbitration

- If the issue is not resolved at the Department level, the Union may file to arbitration within twenty-one (21) calendar days from the date of the written decision at the Department level.
- The grievance shall be considered waived if the Union does not file within the twenty-one (21) day time limit.

If such written notice is filed, the parties shall meet for the purpose of selecting an arbitrator from a list of seven (7) arbitrators furnished by the Employee Relations Board, within seven (7) calendar days following receipt of said list.

Arbitration of a grievance hereunder shall be limited to the issues raised in the formal grievance as originally filed by the Union to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the Employee Relations Board, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood that all other expenses including, but not limited to, fees for witnesses, copies of transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same. The determination of an arbitrator resulting from any arbitration of a grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU and shall be binding on the parties.

## Individual Procedure

The Grievance Procedure for employees covered by this MOU who are not represented by the Union in the filing of their grievance shall be as follows:

### Initial Step - Informal Discussion

The grievant shall discuss the grievance with the employee's immediate supervisor on an informal basis in an effort to resolve the grievance. It is the responsibility of the grievant to indicate that the subject of the discussion is a grievance. Said grievance shall be considered waived if not so presented to the immediate supervisor within fourteen (14) calendar days from the date of the occurrence upon which the grievance is based or fourteen (14) calendar days following the date when the grievant should have reasonably been aware of the occurrence of the grievance.

The immediate supervisor shall respond within fourteen (14) calendar days following the meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process the grievance to the first level of review within the time limits prescribed in Step 1.

### Step 1 - First Level of Review

If the grievance is not settled at the initial step, the grievant may serve written notice of the grievance on a form to be provided by the Department upon the Labor Relations Office within fourteen (14) calendar days of receipt of the grievance response or the expiration of time limits if no response is received at the initial step. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, the person designated by Management to review the grievance at Step 1 shall meet with the grievant, and a written decision shall be rendered to the grievant within twenty-one (21) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance to the second level of review, within the time limits prescribed in Step 2.

## Step 2 - Second Level of Review

If the grievance is not settled at Step 1, the grievant may file an appeal with the Labor Relations Office on the form provided by the Department within fourteen (14) calendar days of receipt of the Step 1 grievance response or the expiration of time limits if no response is received. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, the person designated by Management to review the grievance at Step 2 shall meet with the grievant within twenty-one (21) calendar days of the date of service. A written decision shall be rendered to the grievant within twenty-eight (28) calendar days of the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance to the third level of review, within the time limits prescribed in Step 3.

## Step 3 - General Manager's Review (Third Level of Review)

If the grievance is not settled at Step 2, then the grievant may file an appeal with the Labor Relations Office on the form provided by the Department within fourteen (14) calendar days following receipt of the grievance response or expiration of time limits if no response is received at Step 2. Upon request, the time limits will be automatically extended to twenty-one (21) calendar days. Failure of the grievant to serve such written notice or make such request shall constitute a waiver of the grievance.

If such notice is served, the grievance shall be heard by the General Manager or a designated representative within twenty-one (21) calendar days from the date of such notice. Upon request, the time limits will automatically be extended to thirty-five (35) calendar days. The General Manager or the designated representative will afford the party(s) an opportunity to present oral and/or written arguments on the merits of the grievance. The General Manager or the designated representative shall render to the grievant, a written decision within twenty-one (21) calendar days from the date said arguments were submitted. Upon request, the time limits will automatically be extended to thirty-five (35) calendar days.

#### Step 4 - Board of Water and Power Commissioners' Review

In the event a grievant is not satisfied with the written decision of the General Manager or the designated representative, then said grievant may seek review by the Board of Water and Power Commissioners. The grievant must serve upon the Labor Relations Office a written notice of appeal on the form provided by the Department within seven (7) calendar days following receipt of the grievance decision in Step 3. Failure of the grievant to file such appeal shall constitute a waiver of the grievance.

If such notice is served, the Board of Water and Power Commissioners shall afford both parties an opportunity to present oral and/or written arguments on the issues of the grievance that have not been satisfactorily resolved. It is the intent of the Board of Water and Power Commissioners to render a decision within thirty-five (35) calendar days from the day said arguments were concluded.

The foregoing Article is intended to replace Section 8.2 of the Working Rules for all employees covered by this MOU.

#### ARTICLE 6 MANAGEMENT RIGHTS

Responsibility for Management of the Department and direction of its work force is vested in the Board of Water and Power Commissioners and the General Manager, whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of Department Management to determine its mission, to set standards of service to be offered to the public and to exercise control and discretion over the Department's organization, staffing, assignment of work and workload, scheduling requirements and operations. It is also the exclusive right of Department Management to take disciplinary action for proper cause, to relieve Department employees from duty because of lack of work or other legitimate reasons, to determine the methods, means and personnel by which the Department's operations are to be conducted and to take all necessary action to maintain uninterrupted service to its customers and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences these decisions have had on wages, hours and other terms and conditions of employment.

ARTICLE 7  
UNION RIGHTS

The Union is the exclusive representative of all employees as set forth in Article 2 in matters concerning wages, hours, or other working conditions.

The Union shall be notified and shall be permitted to participate in meetings between the Department and any employee or group of employees when changes in the terms and conditions of this MOU are being considered.

In the event an employee elects self-representation in a grievance, the Union shall be notified of the grievance and shall be privy to written material submitted as a part of the grievance. The Union shall be permitted to be present at all meetings between the Department and the grievant(s) to be sure that the terms and conditions of this MOU are complied with.

ARTICLE 8  
UNION ACTIVITY

8.1 - Access of Union Staff Representatives

Full-time Union Staff representatives shall have access to work locations during working hours for the purpose of assisting employees covered under this MOU.

Such access shall be authorized for the purpose of consulting with Union shop stewards, investigating grievances or complaints, observing working conditions, and posting bulletins. Said representative shall receive access authorization from the designated Management representative at the location involved. If working conditions make it impractical to permit access, the designated Management representative shall inform the Union representative(s) when that access can be authorized.

The Union shall provide the Labor Relations Office of the Department with a list of authorized staff representatives, which list shall be kept current by the Union.

The Labor Relations Office shall provide the Union with a list of designated Management representatives' telephone numbers.



The Union may use Department facilities on prior approval, subject to the provisions of this Article, for the purpose of holding meetings to the extent that such facilities are available, and to the extent that such use of the facility will not interfere with normal Departmental operations. Participating employees will attend said meetings on their own time.

Approval for use of the facility may be granted by mutual agreement between a staff representative of the Union and the individual who has control of the facility. If an agreement is not reached, the Union representative may appeal to the appropriate Assistant General Manager. Article 5 (Grievance Procedure) shall not be applicable to this paragraph of the MOU.

It is understood that if the use of a facility normally requires a fee for rental or special setup, security, and/or cleanup service, the Union will provide or assume the cost of such service(s) or facility.

## 8.2 - Shop Stewards

The Union shall have the right to appoint shop steward(s) at each work location. If the Union desires to appoint additional shop stewards, it shall notify the Department of the name(s) of the shop steward(s) and the location(s) where the shop steward(s) will serve. The locations of such additional shop stewards shall require mutual agreement between the parties.

### 8.2(1)

Shop stewards shall request of their supervisor and be given reasonable time during work hours to investigate and process specified grievances and to attend grievance meetings;

### 8.2(2)

Shop stewards shall request of their supervisor and be given reasonable time during work hours to investigate other specified complaints arising out of the interpretation or application of this MOU in order to more effectively resolve problems that could become grievances;

### 8.2(3)

The shop steward shall be permitted to be present at all counseling sessions which could result in disciplinary action when requested by an employee. If a shop steward's presence is requested by the employee, the meeting will not be conducted until the shop steward is present;

### 8.2(4)

The shop steward shall be permitted to be present at any meeting in which any disciplinary action is to be taken, unless the employee requests that the shop steward not be present. If a shop steward's presence is requested by the employee, the meeting will not be conducted until the shop steward is present;

### 8.2(5)

In speaking to employees on the job, the shop steward, on entering a work location, shall inform the supervisor of the steward's desire to talk to an employee or group of employees concerning a specified complaint or grievance. Permission to leave the job will be granted promptly to the employee(s) involved unless such absence would cause an undue interruption of work. When permission is requested in order to process a grievance, denial of permission to speak to employees, or perform any of the other duties of the shop steward shall automatically constitute an extension of the limits of the Grievance Procedure, equal to the amount of the delay. If the employee(s) cannot be made available, the shop steward shall be immediately informed when the employee(s) will be made available.

## 8.3 - Leaves of Absence

It is recognized that the granting of leaves of absence are subject to Civil Service Rules and policies. It is therefore agreed that to the extent possible, the Department shall grant and recommend for Civil Service approval, leaves of absence for no more than five (5) employees in this Unit. It is understood

that these employees should be hired by the recognized employee organization certified to represent the employees in this Unit on a full-time basis. Such leaves of absence may be for periods of up to one year, but in no event shall the Department recommend for any one employee an accumulation of more than three (3) years continuous leaves of absence. In order to be eligible, an employee must have completed three (3) years of continuous service with the Department.

Employees, upon returning from such a leave of absence, shall be entitled to return to their former classification and salary range in accordance with Civil Service Rules and policies.

Employees on such a leave of absence shall be permitted to maintain membership in an existing health care plan, and/or a dental plan, if any, on condition that said employees pay the full cost of said plan(s).

#### 8.4 - Paid Time Off for Negotiating Committee Members

The negotiations of successor MOUs are recognized as a part of the employee's rights under prevailing statutes and ordinances. For this reason, the Department shall provide necessary time off during regular working hours without loss of pay or other benefits to employees who are designated by the Union to be part of a negotiating committee. The number of employees granted such time off shall be based on a ratio of one for each one hundred (100) employees in the representation unit, provided that the number shall not be less than two (2) nor more than seven (7). Subject to the operating needs of the Business Group, an employee on the negotiating committee may be assigned to a five-and-two-day shift during negotiations or may receive a work-hour change to attend individual bargaining sessions provided agreement is made to such change without notice or penalty.

#### 8.5 - Dues Deduction

The Department hereby agrees to deduct the dues and/or other fees set forth below only on behalf of the exclusive representative designated in Article 2.

Upon receipt of a dues deduction authorization agreement from an employee, the Department agrees to deduct from the wages of an employee within the Unit, the dues in the amount set forth in the schedule on file with the Department. Such dues deductions shall be subject to the provisions of the authorization agreement which has been agreed to by the parties. The Department agrees to continue its policy of submitting to the Union a monthly listing of dues-paying employees. The Department further agrees to remit the amounts so deducted directly to the Union.

Notwithstanding any provisions of this MOU that may conflict:

Employees' requests to cancel their dues withholding authorization agreement shall be processed by the Department to be effective on the ending of the first complete pay period following April 1 of each calendar year.

Employees in this Unit who occupy positions which are designated either supervisory or confidential may rescind their dues deduction authorization agreements at any time after such designation occurs.

The Union agrees to indemnify and hold harmless the Department and the City against all claims, including costs of suits and reasonable attorneys' fees and/or other forms of liability arising from the implementation of the provisions of this Section (8.5).

#### 8.6 - Agency Shop

The following Agency Shop provisions shall apply to all permanent employees of this Unit.

##### 8.6(A) - Dues/Fees

###### 8.6(A) (1) (a)

Permanent employees\* in this Unit (who are not on leave of absence) shall, as a condition of continued employment, become members of the certified representative of this Unit, or pay the

Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU, or a period of three (3) years from the operative date of this Article, whichever comes first. Such amounts shall be determined by the Union and implemented by the Department in the first payroll period which starts 30 days after written notice of the new amount is received by the Department.

(\*Permanent employees are defined as those who have completed six continuous months of City service from their original date of appointment and who are members of the Department of Water and Power Employees' Retirement, Disability and Death Benefit Insurance Plan.)

8.6(A) (1) (b)

Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by a qualified organization other than Local 18, will not be accepted by the Department. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the Department's meet-and-confer process.

8.6(A) (2)

The Department and the Union shall jointly notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment, and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the Department.

8.6(A) (3)

The provisions of this Article are inapplicable to those Department employees who are permanently assigned to work locations in Nevada and who are residents of the State of Nevada.

8.6(B) - Exceptions

8.6(B) (1) - Management, Supervisory or Confidential Employees

In accordance with Section 3502.5(c) of the Government Code, the provisions of this Article shall not apply to management, confidential, or supervisory employees.

8.6(B) (1) (a)

Management and confidential employees shall be as defined in Section 4.801 and designated in accordance with Section 4.830D of the Los Angeles Administrative Code.

8.6(B) (1) (b)

Supervisory employees shall be defined as follows: "Supervisory employee" means any individual, regardless of the job description or title, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement. Employees whose duties are substantially similar to those of their subordinates shall not be considered to be supervisory employees.

Management shall designate supervisory employees. Said designation or claim shall be reviewed jointly by the City and the Union. Any dispute shall be referred to the Employee Relations Board for resolution.

#### 8.6(B) (2) - Religious Objections

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employees shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

#### 8.6(C) - Management Responsibilities

##### 8.6(C) (1)

The Department shall cause the amount of the dues or service fee to be deducted monthly from the payroll checks of each employee in this Unit as specified by the Union under the terms contained herein. "Dues", as distinct from "service fee", shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

##### 8.6(C) (1) (a)

Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Union by the Department within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

8.6(C) (2)

The Department shall also apply this provision to every permanent employee who, following the operative date of this Article, becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.

8.6(C) (3)

Management will provide the Union with the name, home address, and employee number of each permanent employee.

8.6(C) (4)

The Department shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.

8.6(D) - Union Responsibilities

8.6(D) (1)

The Union shall keep an adequate itemized record of its financial transactions and shall, by March 1 of each year, make available to the City Clerk, the Department and to all Unit employees, a detailed written financial report for the fiscal year ending the preceding December 31 in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

8.6(D) (2)

The Union certifies to the Department that it has adopted, implemented and will maintain procedures in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986), and any other applicable legal authority.



8.6(D) (3)

The Union agrees to indemnify and hold harmless the Department for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Department for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Department within thirty (30) calendar days after the date such deductions were or should have been made.

8.6(E) - Rescission

The agency shop provisions herein may be rescinded in accordance with the procedures contained in Rule 12 of the Employee Relations Board adopted January 11, 1982.

In the event that this Article is overturned by the employees in this representation unit, all other articles of the MOU shall remain in full force and the prior agreement, rules, regulations and past practices relating to organizational dues deductions authorizations shall be reinstated until a successor MOU or amendment shall have been approved.

8.7 - Bulletin Boards

8.7(1)

The Department agrees to provide bulletin boards, or to assign adequate space on existing bulletin boards, to be used by the Union for the purpose of posting:

- a. Notices of Union meetings;
- b. Notices of Union elections and their results;
- c. Notices of official Union business;
- d. Notices of Union recreational and social events;
- e. Any other written material which has received the prior oral or written approval of the Department by the Director of Labor Relations or a designated representative.

8.7(2)

In the John Ferraro Building, bulletin board space shall be on the "A" level and at designated rest areas.

In all other permanent locations where members of the Unit are employed, a minimum of 20 inches by 24 inches of bulletin board space shall be provided for Union use.

8.7(3)

In the event that the Union raises an objection as to the adequacy of bulletin board space, the Department agrees to meet-and-confer with the Union to attempt to rectify the situation. If a dispute arises over the issue of bulletin board space or material, which the Union wishes to place on the boards, such a dispute may be resolved through the normal Grievance Procedure.

8.7(4)

A copy of all material to be posted shall be delivered to the Director of Labor Relations. A specified date for removal shall be affixed to any material posted in accordance with this Article.

ARTICLE 9  
OVERTIME

9.1(a) - Definition of Overtime

Overtime is hereby defined as:

9.1(a) (1)

The time worked outside of the normal work schedule of the employee;

9.1(a) (2)

The time worked on holidays or holiday equivalents outside of the normal work schedule of the employee;

9.1(a) (3)

The time worked continuously within the employee's normal workday when eight (8) hours of overtime have been worked continuously immediately preceding the commencement of the normal workday, provided that one (1) hour or less off duty immediately preceding the commencement of the normal workday and time off duty for meal periods as provided in Article 12 and Article 18.2 shall not be considered as interruptions of continuous work; however, such off duty time shall not be reported or considered as time worked unless authorized elsewhere in this MOU; and

9.1(a) (4)

The time worked within that portion of the employee's normal workday when a change of normal shift allows less than eight (8) consecutive hours off duty between normal shifts as provided in Article 13(d). This overtime shall terminate when eight (8) hours have elapsed since the end of the preceding normal workday.

9.1(a) (5)

Scheduled overtime is any overtime other than a holdover or a call out.

9.1(b) - Authorization, Recording and Reporting of Overtime

9.1(b) (1)

Any overtime work shall be approved in accordance with such procedures as shall be prescribed by the General Manager; but in no event shall employees be deprived of pay for overtime work actually performed under direction of their supervisor. The authorization of any overtime shall be predicated entirely upon the operating needs of the Department, and the procedure prescribed by the General Manager shall be designed to eliminate excessive or unnecessary use of overtime.

9.1(b) (2)

Overtime worked shall be reported and recorded to the closest one-tenth (1/10) hour.

9.1(c) - Definition of Day

With respect to this Article 9.1, a day shall be deemed to be from 12:01 A.M. to 12:00 midnight.

A normal shift shall be considered, for timekeeping and pay purposes, to fall within the day in which it commences. Except that shifts that begin at 10:00 P.M. or later shall be deemed to fall within the day in which the shift terminates for timekeeping and pay purposes. (Also in Article 13.)

9.1(d) - Overtime for Hourly and Daily-Rate Temporary  
Construction Positions

When the Board so provides on the Duties Description Record, employees to whom an hourly or daily-rate is applicable shall be compensated for authorized overtime in accordance with provisions as set forth on such Duties Description Record.

The parties expressly intend that nothing in this MOU be interpreted or construed as authorizing hourly or daily-rate employees to accumulate overtime.

9.1(e) - Overtime, Overtime Accumulation, and Overtime Use  
for Annual Rated Employees

Except as otherwise expressly provided for, employees to whom an annual rate is applicable shall be compensated for authorized overtime in accordance with the following provisions:

9.1(e) (1)

Except as provided in Article 9.1(e) (3) and the first paragraph of Article 9.1(e) (6), below, employees in this Unit shall be paid for each hour of overtime worked on

Sundays (or Sunday equivalents) and holidays (or holiday equivalents), for each hour worked continuously after eight (8) hours of overtime have been worked continuously, and for each hour worked continuously after sixteen (16) hours have been worked continuously, at the double-time rate which shall be computed by dividing the appropriate annual rate by 1044; and shall be paid for each hour of all other overtime work at the time and one-half rate which shall be computed by dividing the appropriate annual rate by 1392.

9.1(e) (2)

Double-time shall be the maximum rate applied to any hour of overtime worked.

9.1(e) (3)

Except as provided in the first paragraph of Article 9.1(e) (6) below, continuous-operation, shift and cumulative-hour employees in this Unit who are required to work within the hours of their normal workdays on holidays or holiday equivalents as part of their normal work schedule shall, in addition to the pay provided in Article 15(c) (2) (bb), be paid for each such hour so worked at the time and one-half rate to a maximum of eight (8) hours, and for each hour worked on such days outside of the hours of their normal workday shall be paid at the double-time rate.

9.1(e) (4)

Continuous-operation and shift employees in this Unit who are required to work three eight-hour scheduled shifts, at the straight time rate of pay, within a forty-hour period for the convenience of the Department shall, in addition to the applicable rate of pay, be credited for an additional one-half hour of pay for each hour so worked during the third scheduled shift, based on the straight-time rate.

9.1(e) (5)

When an employee receives insufficient notice of a schedule change and is paid a penalty payment in addition to straight-time pay for the first eight (8) hours worked of such change, and when such employee is then held over at the end of that first eight (8) hour shift, the employee shall be paid for such holdover in accordance with Paragraph 9.1(e) (1).

9.1(e) (6)

Employees in this Unit may elect, at the time overtime work is performed, to be compensated in accumulated overtime credits for such work. An employee so electing shall be compensated for each hour of authorized overtime worked at the time and one-half rate. An employee who does not so elect shall automatically be compensated in money for authorized overtime.

Any employee working authorized overtime hours to which the double-time rate applies shall be paid at the double-time rate unless that employee elects, at the time the work is performed, to accumulate overtime credits, in which case overtime credits shall be accrued at the rate of one and one-half hours for each hour worked.

Employees in this Unit who accrue accumulated overtime shall be entitled to accrue no more than 240 hours of overtime. All overtime approved and worked in excess of 240 accrued hours shall be paid in cash. It is the understanding of the parties that such accrued hours include both hours accrued under the provisions of the MOU and under the provisions of the Fair Labor Standards Act.

Employees in this Unit who, at the time of this Amendment, have accrued in excess of 240 hours shall promptly be paid for all such excess hours following approval of this Amendment.

Unused accumulated overtime credits, whether earned pursuant hereto or previously earned under the Working Rules may, with supervisory approval, be compensated in cash or by time off with pay only as provided in sub-parts (a) through (d) below:

(a)

For personal reasons, in any amount, with the approval of supervision.

(b)

- (1) During the time that employees are absent on account of illness or injury, the employees may be paid the difference between their net salary and the disability benefit to which the employees may be entitled under the Water and Power Employees' Retirement, Disability and Death Benefit Plan, or under Workers' Compensation Laws: and there shall be charged against their overtime credit the number of hours calculated to the nearest one-tenth (1/10) of an hour, required to account for the payment of such difference;
- (2) For recuperation or rest;
- (3) For any purpose which the Board may approve upon recommendation of the General Manager in each individual case;

(c)

Immediately prior to retirement, employees may elect to be compensated in paid time off or cash or any combination thereof for all unused accrued overtime hours.

(d)

At the time of their separation from the Department for any reason, e.g., death, transfer, resignation, retirement, or termination, employees in this Unit shall be paid promptly for all unused accumulated overtime hours at the hourly rate of their then-current salary.

In cases of separation due to death, the payment shall be paid to the heirs.

(e)

Management shall not unreasonably withhold permission in granting requests for the use of accumulated overtime, and should deny or modify such requests only when undue hardship to the Department can be shown.

9.1(f)

When employees have worked sixteen (16) hours or more, exclusive of travel time, during the period of twenty-four (24) consecutive hours immediately prior to the regular shift, the supervisor shall determine, subject to the provisions of Paragraph 9.1(b)(1), whether or not the employees shall work during the regularly scheduled hours of their next succeeding normal workday, unless eight (8) consecutive hours off duty shall have elapsed during the prior twenty-four (24) consecutive hours; however, where eight (8) consecutive hours off duty shall not have so elapsed, such employees shall not be required to work during such normal workday unless their services are required in connection with emergency work of the Department.

9.1(g)

When employees, subject to Paragraph 9.1(f) above, are not required to work during all or part of the hours of their next succeeding normal workday, the employees shall be paid for such regularly scheduled hours at the straight-time rate.

When eight (8) consecutive hours off duty shall not have elapsed as provided in Paragraph 9.1(f), and the operating needs of the Department require such employees to return to duty or continue on duty at the start of their regular shift, such regular shift hours not otherwise defined as overtime as found in Paragraph 9.1(a), such employees shall be paid at a premium rate, equal to the straight-time hourly rate plus an amount equal to one-half the straight-time hourly rate, for such hours of their regular shift which when added together with time off duty immediately prior to the start of their regular shift will equal eight (8) hours. At the conclusion of such 8.0 hour period, the employees will be paid at the straight-time hourly rate for the remainder of their regular shift. Should there be no time off duty immediately prior to the start of their regular shift, the premium rate will continue throughout the 8.0 hour regular shift.



## 9.2 - Scheduled Overtime Cancellation

When scheduled overtime, other than a continuation of the regular workday, is cancelled less than eight (8) hours prior to the time the scheduled overtime is to start, the employee shall receive a penalty payment equivalent to two (2) hours at the applicable overtime rate.

## 9.3 - Call Out

### 9.3(a)

A call out is a communication to an employee who is off duty directing the employee to report for overtime work.

Employees in this Unit who are called out shall receive a minimum of two (2) hours pay at the double-time rate.

For those employees who are called out and directed to immediately report for overtime work, paid time is to start from the time the call is received. Additional calls received within the two-hour minimum period shall not establish an additional minimum period of double-time. Hours worked after the two-hour minimum shall continue to be paid at the double-time rate until the start of the employee's regularly scheduled hours. Should the two-hour minimum overlap into an employee's regularly scheduled work hours, the straight time pay for the regularly scheduled hours shall commence after the close of the two-hour minimum period.

A communication received by an employee who is off duty, to report for overtime work twenty-four (24) hours or more from the time the communication is received, shall not be considered a "Call Out".

### 9.3(b)

The provisions of Paragraph 9.3(a) shall not apply to cumulative-hour employees.

#### 9.4 - Restrictions on Overtime

Overtime shall be divided as equally as possible among those persons available for work in the same position at the same location. The Department shall have a policy of offering overtime to the person with the least amount of accumulated overtime first, except in emergencies or as otherwise provided herein.

An overtime log, called "Accumulative Overtime Log", (A.O.T.L.) shall be kept and adhered to as follows:

1. The amount of overtime worked by the employee each calendar year, shall be entered in the A.O.T.L. by the local supervisor. At the end of each calendar year, the A.O.T.L. will be adjusted by subtracting the hours of the hours of the low person from each person's total.
2. This A.O.T.L. shall not show holiday hours except for those employees in the class of Water Treatment Operator. It shall not show penalty pay hours such as those paid for short-notice schedule change, or workweek balance. It will show overtime hours worked outside of the normal working shift.
3. All overtime hours worked shall be entered in the A.O.T.L. as the number of hours paid.
4. The current A.O.T.L. shall be easily available for inspection at all times. Audited copies will be posted monthly on bulletin boards.
5. All overtime declined shall be entered in the A.O.T.L. towards the accumulated overtime total.
6. Only that overtime which has been offered by means of a conversation with the employee may be entered in the log as overtime declined. Except that employees without telephones and those employees who do not make their telephone numbers available shall be marked as having turned down overtime if they are low in the A.O.T.L. and would normally have been called to work.

7. An employee on leave of absence, temporary or emergency appointment, disability, for more than thirty (30) days, shall receive an overtime total equivalent of the average of all employees working in that position upon their return to or promotion to said position. Any qualified vacation of more than thirty (30) days and any qualified new employee shall receive an overtime total equivalent to that of the highest employee on this A.O.T.L.

9.4(a) - Accumulative Overtime Log for the Steam Generation  
Business Group

9.4(a) (1)

For the purpose of maintaining overtime balance between employees on each Accumulative Overtime Log (A.O.T.L.) in the Steam Generation Business Group while at the same time allowing management some flexibility in determining which employees will be offered overtime, a balance will exist between employees on an A.O.T.L. when there are 32 hours or less between the highest and the lowest person on that A.O.T.L. When such balance exists, management may offer overtime to any of the employees on that A.O.T.L. The parties recognize that when such balance exists, giving preference to the "low person"—while not required—will tend to promote a balanced A.O.T.L.

9.4(a) (2)

When the difference between the highest and the lowest person on an A.O.T.L. is greater than 32 hours, the employee with the lowest number of hours shall, except in cases of bid desk coverage or emergency, be offered the overtime first. In an emergency, if supervision offers overtime to other than the lowest person, the supervisor offering such overtime shall tell the employee, at the time the overtime is offered, that the employee is being offered overtime out of order because an emergency exists. It is not considered an emergency when an employee fails to report to work because of illness.

9.4(a) (3)

List of A.O.T.L.s in the Steam Generation Business Group:

Control Operator*
Assistant Control Operator*
Plant Equipment Operator*
Operations Assistant*
Controls Technician
Controls Mechanic
Controls Assistant
Maintenance Assistant
Tank Farm Operator

\*At Scattergood Generating Station, separate A.O.T.L.s will be maintained for each control room for these positions.

9.4(a) (4)

The following guidelines are hereby established to assist Steam Generation Business Group supervisors in administering the Accumulative Overtime Log:

9.4(a) (4) (a)

Other Locations: Overtime pay earned while working at another location while on loan or special assignment is not to be entered in the A.O.T.L.

9.4(a) (4) (b)

Temporary Appointment: An employee on a temporary appointment to a higher level shall be averaged into the higher level A.O.T.L. When returning to their original position, the employee's overtime earned at the higher level shall be added to the total hours accrued at the time the employee vacated their original position.

9.4(a) (4) (c)

Turn Downs: An employee shall normally be charged for all overtime offered - either in "red" for a turn down, or "black" when overtime is worked. Exceptions to this rule occur where overtime is offered in different manners to cover the same time period. Turndowns and time worked for the same time period or within the same calendar day, shall not be compounded. For Example: An employee is offered eight (8) hours overtime at time and one-half, and declines the overtime. At this time, post 12 in red. Later, the same employee is asked to work only for the first four (4) hours at the time and one-half, and the employee accepts. Correct the earlier posting to 6 in red and 6 in black - after it is actually worked. Do not charge the eight (8) hours turned down plus the four (4) hours worked as separate entries.

9.4(a) (4) (d)

Regular Time Superseded: When employee's regular time for a day or a shift is superseded by overtime, only the difference between their regular hours and the overtime hours are to be posted in the A.O.T.L.

9.4(a) (4) (e)

Posting: In general, except for the special circumstances described herein, all overtime offered which is "in hand" for the employees asked and dependent only on their answer, shall be posted.

9.4(a) (4) (f)

Auditing: Clerical staff at each location will audit the A.O.T.L.

9.4(b) - Accumulative Overtime Log for the Water Treatment Operators

9.4(b) (1)

There will be an A.O.T.L. at each reporting location for Water Treatment Operators.

9.4(b) (2)

For the purpose of maintaining overtime balance between employees on the Accumulative Overtime Log (A.O.T.L.) in the Water Treatment Operator's Business Group, while at the same time allowing management some flexibility in determining which employees will be offered overtime, a balance will exist between employees on an A.O.T.L. when there are 40 hours or less between the highest and the lowest person on that A.O.T.L. The Parties recognize that when such balance exists, giving preference to the "low person"—while not required—will tend to promote a balanced A.O.T.L.

9.4(b) (3)

When the difference between the highest and the lowest person on an A.O.T.L. is greater than 40 hours, the employee with the lowest number of hours shall, except in emergency, be offered the overtime first.

9.4(b) (4)

Call outs shall be entered into the A.O.T.L.

9.4(b) (5)

The A.O.T.L. will exclude the Treatment Operator on the North Run.

9.5 - Disturbance Calls

Whenever an employee is contacted by the Department, while on off-duty status, to furnish information needed to maintain the continuity of Department of Water and Power business, without the necessity of having to personally report for duty, such employee shall receive compensation at the rate of one hour at the appropriate overtime rate for each instance.

ARTICLE 10  
ABSENCE FROM DUTY

Except as otherwise expressly provided by the Board, all employees shall be allowed to be absent from duty with pay under the circumstances and to the extent indicated in the following:

10(a)(1)

While on vacation as provided in Article 15.1 hereof.

10(a)(2)

For the purpose of voting at the polls or casting an absentee ballot in any election referred to in this paragraph, to the extent that there is not sufficient time outside of Department working hours for such purposes, provided that such allowance when necessary, shall not be for more than:

10(a)(2)(aa)

Two (2) hours for any election held in the State of California.

10(a)(2)(bb)

The time allowed by the statutes of the State of Nevada for election held in that state; provided that this section shall not be construed as prohibiting the allowing of additional time off without pay when necessary for such purposes; and provided further that no absences from duty, with or without pay, shall be allowed therefor when voting time outside of Department working hours is sufficient for such purposes.

10(a)(3)

For the amount of time required to file for or take examinations given by the Personnel Department of the City of Los Angeles for classes to which positions in the Department of Water and Power are allocated and examinations for certificates or licenses required as prerequisites to take such Civil Service examinations and for the time required incidental to the filing and hearing of protests in connection with all such examinations, provided proper arrangements are made with the immediate supervisor, and provided further that any continuous absence from work for this purpose of more than eight (8) hours, or cumulatively more than eighteen (18) hours in any calendar year, may be allowed only with the approval of the General Manager.

10(a)(4)

For the amount of time required to make application for, or take examinations for certificates or licenses which the Department requires of employees subsequent to appointment, and to renew all required certificates or licenses, provided proper arrangements are made with the immediate supervisor.

10(a)(5)

For the amount of time required for interviews and examinations in connection with prospective service in the armed forces of the United States; provided proper arrangements are made with the immediate supervisor.

10(a)(6)

For the amount of time required to attend hearings or discussions in connection with the determination of a grievance, paid time will be authorized as provided in the Administrative Manual Personnel, Section 120-1.

10(b)(1) - Additional Absence with Pay

In addition to the holidays provided for in Article 15 and the absences with pay hereinabove in this Article 10 provided for, each employee to whom an annual rate is applicable, who shall have completed the period of continuous service which is required for membership in the Water and Power Employees' Retirement, Disability and Death Benefit Plan, may, with the approval of the appropriate supervisor, be allowed to be absent from duty with pay to a cumulative maximum of forty (40) hours, reported through prescribed procedure, in any calendar year under the following circumstances:

10(b)(1)(aa)

For personal reasons, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work, an employee shall be allowed to be absent if the appropriate supervisor is notified three (3) calendar days prior to the absence.



Where an unforeseeable event occurs, the three-day notice provision may be waived.

Time off under the terms of this Article shall be with the approval of the immediate supervisor and shall not be denied for any reason other than operating needs.

An employee may take time off under this Article in any increment they request. However, when such a request would result in the employee working less than two (2) hours of their shift, the employee must request the entire day off.

10(b)(1)(bb)

Employees shall be paid for up to forty (40) hours of unused time off under the provisions of Article 10(b)(2).

Employees shall be paid at their current rate for any unused personal time remaining at the end of the last payroll period prior to the end of each calendar year. Payment for such unused time shall be made in an expeditious manner.

10(b)(2) - Jury Duty

10(b)(2)(aa)

Employees to whom an annual rate is applicable, who are required to attend, or to attend and serve, as juror in any state where they are assigned by the Department shall be allowed to be absent from duty for the period of time necessary for such attendance or for such attendance and service. Each such absence shall be with pay less an amount equal to the per diem to which the employee is entitled by law for such attendance or for such attendance and service. The General Manager shall prescribe the procedures for reporting and verifying such attendance, service and per diem.

10(b)(2)(bb)

Employees to whom an annual rate is applicable, who are required to appear for examination to determine their qualifications for jury duty, shall be allowed to be absent from duty with pay for the period of time necessary for such examination provided such examination cannot be taken during non-working hours or on a normal day off.

10(c) - Absences with Pay Applicable to Employees Paid by  
the Day or Hour

Employees paid on the basis of daily or hourly rates shall be allowed no absences with pay other than the Christmas holiday provided in Article 15 and the absences with pay provided in subsection (a) of this section.

10(d) - Absences Without Pay

Any employee shall be allowed to be absent from duty without pay:

10(d) (1)

During the course of any disability.

10(d) (2)

During the course of any military leave, as provided in Section 17 of the Charter of the City of Los Angeles and the Military and Veterans Code of the State of California.

10(d) (3)

To take advantage of any educational benefits of the State or Federal Government offered as a veteran of the Armed Forces.

10(d) (4)

For special assignment to other governmental agencies and for other urgent or substantial personal reasons, provided that in the judgment of the General Manager, adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work.

10(d) (5)

For a period of up to four consecutive months following either the birth of a child or the placement in the employee's home of an adopted child. This leave shall supplement pregnancy-related disability leave, if any.

However, a family leave shall terminate no later than six months after the birth of a child or the placement in the home of an adopted child. Upon return from such leave, the employee shall be returned to the same classification and pay step occupied prior to taking the leave. This subsection shall be limited to natural parents, adoptive parents or legal guardians and shall apply only to annual rated full-time employees.

10(e) - Disability Benefits

The work conditions with respect to absence necessitated by disability are predicated upon the benefits for temporary disability to which employees are entitled under the Department of Water and Power Employees' Retirement, Disability and Death Benefit Insurance Plan and the State Workers' Compensation laws.

10(f) - Authorized Absences

No employees shall be absent from duty during their regular working hours except when properly authorized to do so, in accordance with this MOU, the Rules and Regulations of this Department and of the Board of Civil Service Commissioners.

10(g) - Unauthorized Absences

Absence from duty in violation of this MOU, the Rules and Regulations of this Department or of the Board of Civil Service Commissioners shall be sufficient cause for disciplinary action, up to and including discharge.

ARTICLE 11  
REST PERIODS

Each employee, other than those employees whose lunch period is credited as time worked, shall be granted a minimum of fifteen (15) minutes rest period in each four-hour period, provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day nor in excess of fifteen (15) minutes without the express consent of the designated supervisor. The restriction on the first or last hour shall not apply to field crews when waived by the immediate supervisor. Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated or carried over from one day to any subsequent day, or compensated for in any form.

The taking of rest periods by continuous-operation or shift employees is declared to be a privilege and not a right.

ARTICLE 12  
LUNCH PERIODS

12(a)

A minimum of thirty (30) minutes and a maximum of one hour shall be scheduled each normal workday as a lunch period, which shall commence not earlier than three (3) hours nor later than five (5) hours after the scheduled time for reporting. The lunch period shall not be credited as time worked, provided that continuous-operation and shift employees who are scheduled to perform eight (8) consecutive hours shall be permitted to eat one meal for which a maximum of thirty (30) minutes shall be allowed during working hours without any deduction being made therefor.

12(b)

It is recognized that for those employees whose lunch period is not credited as time worked pursuant to Paragraph 12(a) above but who remain on the job site, certain restrictions on the free time activities of such employees may be necessary. Such restrictions would relate to, but not be limited by, considerations for public safety, job safety and the maintenance of a favorable public image for the Department.

ARTICLE 13  
HOURS OF WORK AND WORK SCHEDULES

13(a) - Working Hours

Except as otherwise expressly provided by the Board, forty (40) hours shall constitute a week's work for every full-time employee. Any employee who is regularly scheduled to work fewer than these required hours shall be paid on a part-time basis. The regular working hours shall be so scheduled that the greatest number of employees possible shall work from Monday to Friday, inclusive, with Saturdays, Sundays and holidays off, with the time of reporting for work not earlier than 6:00 A.M., and the time of ending work not later than 6:00 P.M.; provided that the General Manager shall establish such other work schedules as may be necessitated by the Department.

13(b) - Regular Working Day

Except as otherwise expressly provided herein, or as set forth in resolutions creating specific positions, a minimum of eight (8) hours of actual attendance on duty shall constitute a day's work and a minimum of forty (40) hours shall constitute a week's work for every full-time employee. Any employee who works fewer than these required hours per week shall be paid on a part-time basis, account being taken, however, of duly authorized absences with pay.

13(c) - Normal Workday for Non-Shift Employees

13(c) (1)

Except as provided herein, a normal workday for full-time employees, other than continuous-operation, shift or cumulative-hour employees, shall consist of eight (8) hours of work, scheduled to be performed within a period of not more than nine (9) consecutive hours, commencing with the scheduled time of reporting for duty.

13(c) (2)

A workday other than that provided above shall be applicable to employees in daily-rate positions, when said employees are performing work on more than one (1) shift, and the Board expressly fixes a different workday for any specified shift, by a provision incorporated on the Duties Description Record for such positions.

Employees in positions to which a daily-rate is applicable shall not be deemed to be shift employees for the purposes of any other provisions of the Position Evaluation and Compensation Plan.

13(d) - Normal Workday for Continuous-Operation and Shift Employees

When the Department must provide for an operation, service or other activity on Saturdays, Sundays or holidays, or for sixteen (16) consecutive hours or more in a period of twenty-four (24) consecutive hours, employees assigned to perform such operation, service or other activity during their schedule of normal workdays shall be known as:

- (1) continuous-operation employees, and as
- (2) shift employees if they are scheduled to start their normal shift at or after 2:00 P.M. but before 4:00 A.M.

A normal workday for continuous-operation and shift employees shall consist of eight (8) hours of work, scheduled to be performed within a period of not less than eight (8) consecutive hours nor more than nine (9) consecutive hours, provided that, whenever possible, a minimum of eight (8) consecutive hours shall elapse between the end of one normal workday and the commencement of the next normal workday.

#### 13(e) (1) - Normal Workday for Cumulative-Hour Employees

When the duties assigned to any employee are of such an intermittent nature that they cannot ordinarily be performed during consecutive working hours, such employee for the purposes of these rules, shall be known as a cumulative-hour employee.

A normal workday for cumulative-hour employees shall consist of the performance of all necessary work within the scope of their assigned duties, provided that the cumulative working time required of any such employee shall not normally be more than eight (8) hours per day.

#### 13(e) (2) - Work Periods

A work period shall consist of either: 1) five (5) consecutive normal workdays with the following two days off; or 2) any combination of scheduled normal workdays and days off which during a maximum period of eight (8) weeks, averages the number of normal workdays and days off per week upon which wages are based, provided that in any work period provided for herein, a day off shall mean at least twenty-four (24) consecutive hours off duty.

#### 13(f) - Issuance of Work Schedules

The normal work schedule for each employee assigned to work other than Monday through Friday shall indicate which days off are equivalent to Sunday. Each employee's Saturday equivalents shall continuously alternate with their Sunday equivalents, regardless of the assigned schedule.

### 13(g) - Reporting for Duty

#### 13(g) (1)

Except in case of disability or unforeseen emergency, employees to whom an annual rate is applicable shall report for duty on each of their scheduled working days unless permission not to report has been previously approved by their immediate supervisor. In case of disability or unforeseen emergency, employees to whom an annual rate is applicable shall make every reasonable effort to notify their immediate supervisor as early as possible of their inability to report for duty.

#### 13(g) (2)

Except in case of disability or unforeseen emergency, employees to whom a daily or an hourly rate is applicable shall report for duty on each of their scheduled working days unless permission not to report has been previously approved by their immediate supervisor or unless previously instructed by their immediate supervisor not to so report, provided, however, that the absence occasioned by such instruction, together with normal days off, shall not extend for more than six (6) calendar days. In case of disability or unforeseen emergency, employees to whom a daily or an hourly rate is applicable shall make every reasonable effort to notify their immediate supervisor as early as possible of their inability to report for duty.

### 13(h) - Attendance Before Court or Public Agency

Time spent by employees in 1) attending a proceeding before a court or public agency at the direction of the Department, or 2) attending such a proceeding as a witness under subpoena ordering such attendance when such attendance arises out of and is related to their employment by the Department, shall be counted as time worked.

### 13(i) - Daylight Saving Time

Each year Daylight Saving Time shall begin at 1:00 A.M. on the first Sunday of April and shall end at 2:00 A.M. on the last Sunday of October; except as modified by legislative action or presidential proclamation.

13(i)(1)

With the beginning of Daylight Saving Time, all clocks, at 1:00 A.M. shall be set ahead one hour to 2:00 A.M. Employees at work on a regularly scheduled basis when the clock is changed, shall have their time reported as a normal eight-hour shift. Shift differentials, if applicable, shall be paid as provided for in Article 17.

13(i)(2)

With the ending of Daylight Saving Time, all clocks, at 2:00 A.M. shall be set back one hour to 1:00 A.M. Employees at work on a regularly scheduled basis when the clock is changed, shall work an actual nine-hour shift. Their time shall be reported as a normal eight-hour shift plus one hour of overtime and the overtime premium shall be as provided for in Article 9. Shift differentials, if applicable, shall be as provided for in Article 17.

13(i)(3)

Beginning and ending clock times of regularly assigned work schedules shall not be affected by clock change.

13(i)(4)

Time for employees working prior to or beyond their regularly assigned work schedule shall be reported as overtime as provided for in Article 9.

13(i)(5)

Actual hours of overtime worked shall be reported for employees who are working overtime when the clock is changed or immediately thereafter and the overtime premium shall be as provided for in Article 9.

13(j)

The following scheduling provisions apply to all employees assigned to the classifications listed in Appendices A-1, A-2, and A-3.



13(j)(1) - Employee Work Schedules

- (a) Employees shall be notified by written and oral notice and posting of the normal schedule which is applicable and such schedule shall indicate the distribution of their working time by the days of the week and the hours of the day. Said schedule shall be posted on a master schedule board at a location(s) designated at each Department facility, where needed.
- (b) The normal schedule of each employee assigned to work other than a Monday through Friday schedule shall indicate which days off are equivalent to Saturday and which days off are equivalent to Sunday.

13(j)(2) - Conditions for Scheduling

- (a) Work performed on a continuous-operation or shift basis shall be scheduled without reference to the calendar week but shall not exceed forty (40) hours in the scheduled workweek of seven consecutive twenty-four-hour periods.
- (b) Regular schedules shall be established and made available to employees at least two weeks in advance of their effective date.
- (c) Schedules shall be limited by the forty-hour workweek and an eight-hour workday except when the excess time worked is paid at the applicable overtime rate.
- (d) Work performed by a generating station Relief Crew shall be scheduled in terms of two workweeks, consisting of any 14 consecutive days and subject to the following special conditions:
  - 1. Days off shall not be scheduled in increments of less than two at a time.
  - 2. Overtime is to be paid at the appropriate rate for each day worked in excess of ten consecutive workdays, regardless of the pay period or workweek in which they fall.

- (e) For generating station Relief Crews, all working hours in excess of 8 hours in each 24-hour workday, all working hours in excess of 80 hours in each two-workweek period, and all hours worked with insufficient notice or insufficient time off between shifts, as defined in this MOU, shall be paid at the appropriate overtime rate.

13(j) (3) - Modification of Schedules

Schedules shall be changed on short notice only when unavoidable and only when required to meet operating and other definite work requirement. Such work schedule changes shall be subject to the following provisions:

- (a) A work schedule shall not be changed with respect to working hours unless employees are notified of such change at least 24 hours before the start of their next normal workday following such change; provided however, that employees assigned to relief shifts shall not be entitled to such notice.
- (b) A work schedule shall not be changed with respect to scheduled days of work unless the employee affected is notified at least 14 consecutive 24-hour periods in advance of the time the employee is to report under the changed schedule; provided however, that employees on relief assignments shall not be entitled to such notice if the absence of a scheduled employee occurs because of illness or family illness.
- (c) Violation of this provision shall invoke a penalty payment equivalent to 4 hours at the straight-time rate in addition to any pay received for the first 8 hours worked of such change.

13(j) (4) - Scheduling Paid Absences

Supervisors and employees may mutually agree to waive the notification requirements for a change in schedule.

13(j) (5) - Shift Swaps

Management shall give favorable consideration to temporary shift swaps mutually agreed on by employees where such swap will not result in overtime and does not affect the operating efficiency of the facility or quality of service to the public.

13(j) (6)

A relief shift employee whose shift is changed and who reports to work and is not required by the Department to work that shift, shall receive a minimum of eight (8) hours pay at the straight-time rate.

13(j) (7)

No work schedule shall be changed unless it is predicated entirely upon the operating needs of the Department, and shall not be for the purpose of avoiding the payment for overtime work.

13(k) - Normal Shift and Calendar Day

A normal shift shall be considered, for timekeeping and pay purposes, to fall within the day in which it commences. Except that shifts that begin at 10:00 P.M. or later shall be deemed to fall within the day in which the shift terminates for timekeeping and pay purposes.

13(l) - Alternate Work Schedules

Nothing in this Article shall preclude Management and the Union from entering into written agreements establishing alternate work schedules.

ARTICLE 14  
REPORTING LOCATIONS AND TRAVEL TIME

14(a) - Permanent Reporting Locations

14(a) (1)

A permanent reporting location shall mean an office, shop, station, or other facility established by the Department for continuing use and which is designated as the place at which an employee reports regularly for work. The Department shall

assign employees to permanent reporting locations to the extent that such assignments can be made without impairing efficient Department administration and operation. The Department may require employees, as a part of their regular work schedule, to report for work at different permanent locations. The availability of economical and convenient transportation for employees shall be considered in the selection of reporting locations.

14(a)(2)

Employees may be assigned to report for work at a different reporting location only if they are notified of such change at least forty (40) hours prior to reporting for work at the different location, or if the employees agree to the change without such notice, provided that employees may be assigned to emergency maintenance or repair work without such notice or agreement on their part.

14(a)(3)

Seniority shall be given due consideration in assigning and changing reporting locations.

14(b) - Temporary Headquarters

14(b)(1)

Temporary headquarters is defined as a building established by the Department for temporary use of not less than two (2) weeks and which is designated as the place at which employees report for work.

14(b)(2)

Temporary headquarters shall afford shelter, be equipped with lavatory facilities, and be available to convenient and economical public transportation, provided that such transportation need not be available where the Department furnishes free transportation between such temporary headquarters and a designated public transportation point.

14(b) (3)

An employee having a permanent reporting location, shall not be assigned to report for work at a temporary headquarters if such headquarters is more than twelve (12) airline miles from such permanent location or if such assignment is for less than two (2) weeks.

14(c) - Travel Time

The following provisions shall be applied to employees to whom an annual rate is applicable.

14(c) (1)

Where the work of employees who have been assigned a permanent reporting location require travel to and between other work locations and/or return to their permanent reporting location, the time consumed by the employees in such travel shall be counted as time worked.

14(c) (2)

Where the work of employees preclude their assignment to one or more permanent reporting locations and require that they commence their day's work at different places, the time consumed in travel between their regular residence and such places shall not be counted as time worked except to the extent that such travel time is determined by the appropriate Assistant General Manager or by the Chief Financial Officer (as to employees under their respective jurisdictions), with the approval of the General Manager, to be in excess of the comparable time normally consumed by employees having permanent reporting locations. The travel time consumed by such employees in connection with the actual performance of their duties shall be counted as time worked.

14(c) (3)

When employees are notified while off duty to report for work at a time which is outside of their normal work schedule, the amount of travel time required in traveling from where such notice is received to a work location shall be counted as time worked. If employees are released from such work before the commencement of their next normal work day, the amount of travel time required in traveling from the work location to their regular residence shall be counted as time worked.

14(c)(4)

Where the work of employees who have been assigned to a temporary headquarters require that the time be consumed in traveling between such headquarters and the work location, the time so consumed shall be counted as time worked.

14(c)(5)

In the case of maintenance and repair jobs or construction jobs not at permanent locations, for which camps are not established, the Department may elect to furnish transportation to and from permanent locations and the job sites, in which event any time consumed in necessary travel between such locations and the job sites shall be counted as time worked. The Department may also elect to furnish housing facilities in permanent structures or in mobile units, in which event any time consumed in necessary travel between the location of such housing facilities and the job sites shall be counted as time worked. The provisions with respect to temporary headquarters as set out in Paragraph 14(c)(4) shall not be applicable to arrangements established by the Department pursuant to this paragraph.

14(c)(6)

When employees are assigned to work temporarily, or from time to time at such a distance from their permanent reporting location that it prevents their daily return thereto, the time required for the employees to travel by the most economical and appropriate method of transportation from their permanent reporting location to the temporary work location or locations and return therefrom shall be counted as time worked.

If the temporary work location or locations are not on the Department's system, compensation for travel time when required outside the employee's normal work schedule shall be at straight time, or where Article 9 does not provide for compensation in money for overtime worked, by allowing time off as provided for in that Article.

14(c) (7)

Notwithstanding any other provisions of this Article, when employees in the Central Services Organization, Central Repair and Fabrication Services Business Unit, or employees occupying positions identified in Appendix E are assigned to report directly to a Department facility and work temporarily at more than a 12-mile distance from their permanent reporting location, the employees will be compensated as follows:

Free Zone	0 to 12 miles from permanent reporting location	\$0/work day
Zone 1	12.1 to 35.0 miles from permanent reporting location	\$30/work day
Zone 2	35.1 to 55 miles from permanent reporting location	\$41/work day

Distances for making this determination shall be airline or straight-line miles between the permanent reporting location and the temporary reporting location. When compensation is provided under this provision, the prohibition of Paragraph 14(b) (3) shall be nullified.

Transportation to designated temporary reporting locations shall be provided. However, travel shall be on the employee's own time and no reimbursement shall be made for driving or servicing of the vehicle.

Employees assigned to work under this Article shall be allowed, at their option, to travel to the temporary job location in their personal vehicle without loss of zone pay.

14(d) - Crew/Truck Assignments

Employees assigned to a crew on a truck operating from a permanent reporting location shall, upon completion of the day's work, remain with the truck until it returns to such location.

14(e) - Special Authorization of Travel Time, Mileage, and/or Subsistence

Notwithstanding any other provisions in conflict herewith, employees permanently assigned to permanent reporting locations may be authorized travel time, mileage, and/or subsistence for temporary periods of time under unusual or special circumstances pursuant to procedures established by the General Manager.

ARTICLE 15  
HOLIDAYS AND VACATIONS

15 - Holidays

15(a)

All days herein declared to be holidays shall be observed by closing, except in cases of emergency, all functions of Department business which are not essential to provide continuous-operation service to customers. Only shift, cumulative-hour and continuous-operation employees may be required to work on such holidays as part of their schedule of normal workdays.

15(b)

The following days, together with such additional days as are designated by special action of the Board are hereby declared to be holidays:

1.	New Year's Day	January 1 <sup>st</sup>
2.	Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
3.	Presidents' Day	3 <sup>rd</sup> Monday in February
4.	Memorial Day	last Monday in May
5.	Independence Day	July 4 <sup>th</sup>
6.	Labor Day	1 <sup>st</sup> Monday in September
7.	Columbus Day	2 <sup>nd</sup> Monday in October
8.	Veterans Day	November 11 <sup>th</sup>
9.	Thanksgiving Day	4 <sup>th</sup> Thursday in November
10.	Day after Thanksgiving Day	day after Thanksgiving Day
11.	Christmas Day	December 25 <sup>th</sup>
12.	Two unspecified holidays may be observed on any scheduled workday within the calendar year, provided that requests for said holidays are approved by the employee's supervisor, subject to the operating needs of the Department. Management Bulletin No. 620 dated August 12, 1974, as amended, is automatically incorporated herein and made a part of this MOU.	



All full-time employees whose salaries or wages are based upon an annual rate and who are neither on vacation nor absent from duty without pay on their last normal workday preceding the Christmas holiday shall be allowed four (4) hours off with pay on said last normal workday, provided that all days, if any, intervening between said last normal workday and the Christmas holiday are normal days off, determined as of said last normal workday. If such employees are required to work more than four (4) hours on said last normal workday, the employees shall be compensated for the time so worked in excess of four (4) hours in the manner and in accordance with the provisions of Article 9 relating to compensation for overtime worked other than on a Sunday or holiday.

15(c) - Holiday Allowance - Annual Rate Employees

15(c) (1)

All annual rate employees, other than continuous-operation, shift or cumulative-hour employees scheduled to work holidays as normal workdays, shall be entitled to all holidays off with pay and to be scheduled a normal workday off with pay for each holiday which is observed on one of their normal days off, subject to the following provisions:

15(c) (1) (aa)

When a holiday falls on a Sunday, such an employee shall be scheduled the following normal workday off instead, as such holiday.

15(c) (1) (bb)

When a holiday falls on a Saturday, such an employee shall be scheduled either the last normal workday preceding or the first normal workday following such holiday instead, as such holiday, in accordance with procedures to be prescribed by the General Manager; provided, however, that if such a day off is not scheduled for the last normal workday preceding, then the first normal workday following such a holiday is hereby fixed as such day off.

15(c) (2)

All annual rate continuous-operation, shift and cumulative-hour employees scheduled to work holidays as normal workdays shall be compensated for each holiday as provided below:

15(c) (2) (aa)

When a holiday falls on a normal workday of such employees, the calendar holiday is, for timekeeping and pay purposes, the holiday for said employees. When a holiday falls on one of their normal days off, their next normal workday following the calendar holiday is, for timekeeping and pay purposes, the holiday equivalent for said employees. If both a holiday and holiday equivalent fall on the same day, then, for timekeeping and pay purposes, the holiday equivalent for said employee shall be their next normal workday.

15(c) (2) (bb)

When such employees are required to work on a holiday or holiday equivalent as part of their schedule of normal workdays, the employees shall not be entitled to a normal workday off for such holiday, but instead shall be paid at their scheduled salary for such day and, in addition, shall be paid for time worked as provided in Article 9.1(e) (3).

15(c) (2) (cc)

When such employees are not required to work on a holiday or holiday equivalent, the employees shall be scheduled the day off with pay.

15(d) - Holiday Allowance - Daily-Rate Employees

15(d) (1)

Employees paid a daily-rate shall be entitled to the Christmas Holiday off with pay whether or not it falls on a calendar Saturday, if they have worked within the seven-day period before and the six-day period following Christmas.

15(d) (2)

Notwithstanding any other provision of the Position Evaluation and Compensation Plan in conflict herewith, when the Board so provides on the Duties Description Record, an employee to whom an hourly or daily-rate is applicable shall be compensated for authorized work performed on a holiday or holiday equivalent in accordance with the provisions as set forth on such Duties Description Record.

15(e) - Holiday Overtime Pay

All employees who work on a calendar holiday which occurs during their schedule of normal workdays and all employees who work on a holiday equivalent which has been assigned, as provided herein, in lieu of a calendar holiday which occurs during their schedule of normal days off shall be compensated therefor in accordance with the provisions relating to overtime for holidays. If an employee works on a calendar holiday for which a holiday equivalent has been assigned, such employee shall not be compensated therefor in accordance with holiday overtime provisions, though other overtime provisions may apply to such work.

15.1 - Vacations

15.1(a)

The vacation rights of Department employees are governed by ordinance adopted by the Los Angeles City Council and are described in Division 4, Chapter 6, Article 1, of the Los Angeles Administrative Code.

15.1(b)

On October 1, 1996, each member of the Unit who has completed 1 to 4 years of service shall be credited with 1 additional vacation day; each member of the Unit who has completed 5 to 24 years of service shall be credited with 2 additional vacation days; each member of the Unit who has completed 25 to 29 years of service shall be credited with 3 additional vacation days; and each member of the Unit who has completed 30 or more years of service shall be credited with 2 additional vacation days.

15.1(c)

Additionally, Management and the Union agree that, after the addition of vacation days as provided in Paragraph 15.1(b), the following chart accurately reflects the vacation entitlement and accrual rates to be effective October 1, 1996:

Years of Service Completed	Total Number of Vacation Days Effective 10/1/96	Monthly Accrual Rate in Hours/Minutes Effective 10/1/96
1 to 4	11	7.20
5 to 12	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19 to 24	24	16.00
25+	25	16.40

ARTICLE 16  
INCLEMENT WEATHER

Annual rated employees reporting for work on normal scheduled working days shall not suffer any loss of regular pay because of weather conditions when Management directs that no fieldwork be undertaken. Inclement weather may include any weather condition which adversely affects an employee's health or safety. During such day, they may be held pending emergency calls, and may be given first aid, safety or other instructions or may be required to perform miscellaneous work in the yard, warehouse or in any sheltered location.

ARTICLE 17  
PAY DIFFERENTIALS

Employees to whom an annual rate is applicable, except cumulative-hour employees, who are regularly scheduled to start their normal shift at or after 2:00 P.M. but before 9:00 P.M., shall receive, in addition to other compensation, a pay differential of 4% of the applicable rate for each hour worked during any such normal shift.

Employees to whom an annual rate is applicable, except cumulative-hour employees, who are regularly scheduled to start their normal shift at or after 9:00 P.M. but before 4:00 A.M. shall receive, in addition to other compensation, a pay differential of 7% of the applicable rate for each hour worked during any such normal shift.

Employees to whom an annual rate is applicable, except cumulative-hour employees, who are regularly scheduled to start their normal shift at or after 2:00 P.M. but before 4:00 A.M. shall not be entitled to receive a pay differential during any absences from work.

Employees to whom an annual rate is applicable, except cumulative-hour employees, who work all or part of the normal shift of another employee, shall receive the pay differential (either 4% or 7%) which would have been applicable to the other employee's shift. The dollar value of any such pay differential shall be calculated on the applicable rate of the employee who actually performs the work.

Additionally, operating personnel at Generating Stations who are assigned to work a position which is not staffed on regular basis shall receive the pay differential which would have applied had the position been staffed on a regular basis. Employees to whom an annual rate is applicable, except cumulative-hour employees, who are regularly scheduled to start their normal shift at or after 2:00 P.M. but before 9:00 P.M. and who perform overtime work in continuation of their normal shift but who are not working all or part of the normal shift of another employee shall continue to receive a pay differential of 4% of the applicable rate for each hour of such overtime worked.

Employees to whom an annual rate is applicable, except cumulative-hour employees, who are regularly scheduled to start their normal shift at or after 9:00 P.M. but before 4:00 A.M. and who perform overtime work in continuation of their normal shift but who are not working all or part of the normal shift of another employee shall continue to receive a pay differential of 7% of the applicable rate for each hour of such overtime worked.

ARTICLE 18  
EXPENSES

18.1 - Mileage Allowances

18.1(a)

When employees use their personal automobile to conduct Department business as authorized by the General Manager, such employees shall be paid compensation for such use during each calendar month in accordance with the following schedule:

1. All miles driven - \$.36 per mile;
2. Necessary parking fees or charges, exclusive of the DWP facilities.

18.1(b)

When employees are required to have their personal automobile available for use to conduct Department business, such employees 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:

1. For each day during which the automobile is required to be available and is available but not actually driven on Department business - \$7.01;
2. For each day driven on Department business - \$7.01;
3. All miles driven - \$.36 per mile;
4. Necessary parking fees or charges exclusive of DWP facilities;
5. The automotive per diem referenced above in Article 18.1(b) 1. and 2. shall be based on 80 percent of average ownership costs, as calculated by the Automobile Club of Southern California, as specified in the February 11, 2002 Letter of Intent.

18.1(c)

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 \$.36 per mile rate provided above shall be changed to the same amount.

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.

The parties agree that automotive per diem shall be calculated and adjusted on an annual basis. To effect implementation in the first pay period of the calendar year, the current year's per diem will be based on the previous year's AAA ownership cost factors.

The Department retains the right to review the mileage allowance program and may assign transportation in lieu of compensation under such circumstances as it deems necessary.

18.1(d) - Department Self Insurance

All employees in this Unit are covered by the provisions of Working Rule 8.5 - Department Self Insurance, contained in the Administrative Manual-Policy. (Copies of Working Rule 8.5 are available upon request from the Labor Relations Office.)

## 18.2 - Overtime Meals

### 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 \$10.00 for each designated meal period, as provided in Paragraph 18.2(c).

### 18.2(b)

Department may, in lieu of any overtime meal allowance, provide meals for employees.

### 18.2(c)

Meal periods shall be fixed at two (2) hours after the beginning of any overtime period which commences outside the hours of the employee's normal workday and at the end of each 5-hour interval thereafter. Except that while working scheduled overtime on an employee's Saturday, Sunday or holiday or other normal day off, overtime meal periods shall be fixed at 4 hours after the beginning of any overtime period and at the end of each 5-hour interval thereafter. However, during periods of emergencies, adjustments to this schedule may be made by the immediate supervisor.

### 18.2(d)

The time allowed to eat an overtime meal shall be thirty (30) minutes or less.

### 18.2(e)

Time allowed to eat an overtime meal shall be reported as time worked.

### 18.2(f)

Employees who are not provided an opportunity to eat an overtime meal shall receive a penalty payment equal to thirty (30) minutes at the applicable overtime rate for each meal period missed. Except that this provision shall not apply to continuous-operation employees who eat overtime meals while continuing to perform their normal duties.



18.2(g)

Employees who are called out and work for a minimum 2-hour call out only shall be paid one overtime meal allowance but not for the time to eat such meal.

18.2(h)

Employees who work overtime, which commences two (2) hours or less prior to the start of their normal workday, shall be paid one overtime meal allowance but not for the time to eat such meal.

18.2(i)

Employees who work overtime while assigned to a 9/80 alternate work schedule, shall receive one overtime meal allowance that will be paid when 1.0 hour of overtime is worked in continuation of the regularly scheduled normal 9.0 hour day. One overtime meal allowance will be paid when 2.0 hours of overtime is worked in continuation of the regularly scheduled normal 8.0 hour day. Should the overtime continue, one additional overtime meal allowance will be paid for each five hours worked continuously thereafter.

Employees who work overtime while assigned to a 4/10 alternate work schedule, shall receive one overtime meal allowance that will be paid when 1.0 hour of overtime is worked in continuation of the regularly scheduled normal day. Should the overtime continue, one additional overtime meal allowance will be paid for each five hours worked continuously thereafter.

Employees who work overtime while assigned to either a 9/80 or 4/10 alternate work schedule on regularly scheduled days off or holidays shall receive one paid overtime meal allowance after 4.0 hours of overtime have been worked continuously and for each five hours worked continuously thereafter.

18.3 - Meals and Lodging Away from Home

The Department shall bear the expense of meals and lodging away from home for annual rate employees under the following circumstances:

18.3(a)

When employees are given an assignment or accept a limited or emergency appointment and are required to work temporarily, or from time to time, at such a distance from their home or regular work location that it prevents their daily return thereto, such expense shall be borne by the Department commencing with the time the employees leave home or their regular work location and ending when the employees return to their home or regular work location, as the case may be.

18.3(b)

It is the intent of the Department that whenever possible, employees on temporary assignments out-of-town reside in Department-provided lodging or in lodging designated by the Department.

Should an employee be unable through no fault of the Department to stay in Department-provided lodging, or designated lodging, the Department may reimburse the employee for lodging in an amount not to exceed the cost of Department-provided or designated lodging only when the employee provides a proper paid receipt.

18.3(c)

Notwithstanding any other provisions of this MOU in conflict herewith, time spent in travel between Department-provided or designated lodging and a temporary reporting location shall be counted as time worked.

18.3(d)

When employees are transferred permanently to work at such a distance from their home that it prevents their daily return thereto, (unless such transfer is between points located south of an east-west line drawn through the southernmost boundary of the town of Newhall and west of the north-south

line drawn through the easternmost boundary of the City of Ontario); the Department shall bear such expense en route and for the first fifteen (15) calendar days of such assignment commencing with and including the day of arrival at the location to which the employee is permanently transferred, or, until a suitable dwelling is available, whichever is the shorter period of time; provided that under special circumstances the General Manager may authorize the extension of the above period of time beyond fifteen (15) calendar days.

18.3(e)

The Department may, in lieu of any meal allowances, provide meals for employees.

18.3(f)

Supplemental to this section, the following rates of compensation for meals away from home shall apply, effective July 1, 2003:

Breakfast (including tax and tip)	\$11.00
Lunch (including tax and tip)	\$14.17
Dinner (including tax and tip)	<u>\$20.45</u>
TOTAL	\$45.62

Effective July 1, of each contract year:

Each rate above 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-Anaheim-Riverside Area (1982-84=100).

18.4 - Moving Allowances

18.4(a)

When the reporting or work location of employees are changed to a permanent reporting or work location at such a distance from their regular place of residence that it prevents their daily return thereto, the Department shall bear all expenses of moving the household and personal effects of the employees to such new location, except that it shall not bear any of such expense when either of the following conditions is present:

18.4(a)(1)

When such change is between points located south of an east-west line drawn through the southernmost boundary of the town of Newhall, and west of a north-south line drawn through the easternmost boundary of the City of Ontario.

18.4(a)(2)

When such change is made at the request and for the convenience of employees; provided that when such change is the immediate result of employees' appointment to a position from a Civil Service register of eligibles or their transfer to a vacant position as a consequence of their bidding therefor under an established bidding procedure, it shall be deemed not to be at their request or for their convenience.

18.4(b)

When the services of employees are terminated, or the employees retire from an involuntary assignment and at the time of termination or retirement the employees are reporting at a permanent location to which the employees were transferred from another permanent reporting or working location which transfer necessitated their change of residence, the Department shall bear all expenses of moving their household and personal effects from the location at which their services were terminated to any location on its system, except that it shall not bear any of such expense when any one of the following conditions is present:

18.4(b)(1)

When such change is between points located south of an east-west line drawn through the southernmost boundary of the town of Newhall, and west of a north-south line drawn through the easternmost boundary of the City of Ontario.

18.4(b)(2)

When employees are discharged for cause after at least six months of continuous service at their location immediately preceding the time of such discharge.

18.4(b) (3)

When an employee resigns from the Department.

18.5 - Establishment of Maximum Allowances

All allowances provided for by this Article shall be subject to maximums fixed by the General Manager, except that the provisions of this subsection shall not apply where the amount of such allowances are specified in this Article 18.

18.6 - Housing and Mess Facilities

18.6(a)

Whenever the Department, for its convenience in connection with its operating needs, requires that an employee working at a specified location shall occupy housing or dormitory facilities furnished by the Department at or near such location, no charge shall be made for such housing or dormitory facilities. Such requirements may be exercised at locations where such housing and dormitory facilities are provided at or near transmission lines, switching stations, pumping plants, aqueducts, reservoirs, and power plants, including Boulder City and Hoover Dam.

18.6(b)

Whenever housing or dormitory facilities are otherwise provided by the Department, an employee occupying the same shall pay therefore in accordance with such schedule of charges as the General Manager may from time to time prescribe.

18.6(c)

Whenever the Department furnishes mess facilities, employees using the same shall pay therefor in accordance with such schedule of charges as the General Manager may from time to time prescribe.

18.7 Transportation and Travel Expense Allowances

18.7(a) - Local Transportation

Employees shall be paid for taxi, streetcar, bus, and other necessary local transportation expenses incurred by them in the performance of Department work.

18.7(b) - Transportation on Ordered Trips

Employees who are directed or ordered to travel in connection with Department business shall be provided transportation as follows:

18.7(b) (1)

Transportation on a public carrier, including sleeping accommodations, where available, for overnight travel.

18.7(b) (2)

Transportation in a Department-owned passenger vehicle when the use of such transportation is authorized by the General Manager.

18.7(b) (3)

Transportation by taxi, streetcar, bus, and other local facilities.

18.7(b) (4)

At the request of employees and when authorized in advance by the General Manager, such employees may use their personal car for part or all of an official trip in lieu of the transportation provided in paragraphs (1) and (2) of this subsection, and the Department shall pay such employee therefor the amount it would be required to pay if transportation were provided under paragraph (1) of this subsection using the fastest and most direct travel accommodations available, except that where such trip is to a point within a radius of 300 miles of the Department's John Ferraro Building at 111 North Hope Street, Los Angeles, it shall pay such employees therefor at the rate of 36 cents per mile.

18.7(b) (5)

If the nature of the work on an official trip will require the use of a car to best serve the Department's interest, arrangements may be made with such employees

to use their personal car upon the same terms and conditions as those from time to time prescribed by resolution for the use of personal cars on the Department business in lieu of the transportation allowances provided in paragraphs (1), (2), and (3) of this subsection.

18.7(c) - Other Allowances on Ordered Trips

Subject to such maximum as may be set in the authorization for such trip, employees who are directed or ordered to travel in connection with Department business shall be entitled to reimbursement for the following expenses in addition to transportation:

18.7(c) (1)

Meals and lodging, subject to the provisions of Article 18 hereof.

18.7(c) (2)

Tips for services in connection with meals, lodging and travel.

18.7(c) (3)

Valet service.

18.7(c) (4)

Baggage checking and transfer costs.

18.7(c) (5)

Telephone, telegraph, and mailing charges.

18.7(c) (6)

Such other expenses as may be approved by the General Manager.

18.7(c) (7)

Notwithstanding the foregoing provisions of Article 18.7(c), where employees use their personal car pursuant to Article 18.7(b) (4) for part or all of an official trip to a point not on the Department's system and not within a radius

of 300 miles of the Department's John Ferraro Building at 111 North Hope Street, Los Angeles, the employees shall be reimbursed for such expenses only to the extent that they would have been incurred had the employees used the fastest and most direct travel accommodations available.

18.7(d) - Allowances on Authorized Trips

Employees who are authorized to travel in connection with Department business but who are not directed or ordered to do so shall not be entitled to transportation or to other allowances on account of such travel, except as may be determined and approved in advance by the General Manager.

18.7(e) - Use of Personal Cars in Department Work

Nothing contained herein shall in any way limit, or conflict with, the practice of compensating employees for the authorized use of their personal cars in the performance of Department work.

ARTICLE 19  
WORK CLOTHING AND TOOLS

19(a) - Uniforms

The Department shall furnish uniforms which the General Manager requires employees to wear and it shall arrange and pay for all normal cleaning, repairing and replacement required by the use of such uniforms while performing work for the benefit of the Department.

19(b) - Protective Clothing, Equipment, and Safety Glasses

The Department shall furnish protective clothing and equipment in all cases where they are required by law or where the Department determines that such protective clothing and equipment are essential to the adequate protection or the safety or the health of employees.

The Department shall provide and pay for prescription safety eyewear for its employees. The benefit shall apply to all I.B.E.W., Local 18 represented Department employees who wear corrective prescription glasses and whose job assignment requires the use of safety eyewear.



19(c) - Tools

The Department shall provide all tools required for the performance of its employees' duties, except that if it is common practice in a particular trade or craft for employees to provide their own tools, employees engaged in such trade or craft shall provide such tools required in the performance of their duties.

In the event that, through no negligence or other fault of employees, any tools so provided are damaged, destroyed, or lost through fire or theft, while employees are engaged in the performance of their duties either on or off Department premises or while such tools, though not in use in the performance of the employees' duties, are on Department premises with the consent of the employees' supervisor, the Department shall reimburse such employees for the loss or damage sustained.

In the event the Department requires modification or conversion of the tools normally furnished by the employee, the Department shall furnish the modified or converted tools.

19(d)

When Water Treatment Operators are required to handle corrosive chemicals such as sodium hypochlorite, they will be provided with protective clothing.

ARTICLE 20  
SPECIAL WORKING CONDITION RULES FOR CAMPS

20(a) - Definition of Camp

A "Camp" is defined to mean a temporary facility established in connection with a maintenance, repair, or construction job and designated as a camp by the General Manager, at which camp the meals and lodging are made available to employees by the Department for such charges as the General Manager may prescribe.

20(b) - Working Conditions Applicable to Camps

Prior to the establishment of a camp, the Department and the Union shall hold a Joint Conference to determine what changes in, and additions to, the working conditions prescribed are necessary to make such requirements suitable for application to such camp. The working conditions as determined by the Joint Conference shall be incorporated into the rules for the operation of the camp.

ARTICLE 21  
PERSONNEL FILE

Employees shall be entitled to review the contents of their personnel files at reasonable intervals. Such review shall be permitted, upon request, only during hours when their personnel office is regularly open for business and within three (3) days of their request, except when an employee is assigned to a remote area. No materials which may be the basis for future disciplinary actions shall be placed in employees' personnel files until the employees have had an opportunity to discuss with their supervisor such material. Employees shall be supplied with a copy of said material. In the event employees object to the inclusion of such materials in their files, they may file a grievance with regard to the placement of such material in their personnel files. Any such material shall not automatically disqualify an employee's transfer, reassignment or promotion. Any material which could be the basis for disciplinary action, excluding Notices to Correct Deficiencies (NTCDs) and suspensions, shall be assigned an expiration date not more than two (2) years subsequent to the effective date of such material. Nothing in this Article shall prevent the removal of such material from an employee's personnel files prior to the expiration date upon approval of Management.

The Department shall evaluate each Notice to Correct Deficiencies (NTCD) before including it as a supporting document in any succeeding disciplinary action.

Prior to entering an NTCD into the employee's personnel files, each offense cited on such NTCD shall be classified as to the seriousness of the infraction and assigned an expiration date. Such expiration date shall be not more than two (2) years subsequent to the date of the infraction. In order to minimize administrative problems, an NTCD may be removed from the employee's files upon request of the employee, provided that such request must be made subsequent to the expiration date, as set forth on the NTCD. NTCDs in an employee's file past the expiration date shall not be referenced in, nor form the basis for any disciplinary action, provided, that the employee has not been given any other NTCDs or disciplinary action prior to the expiration date. Nothing in this Article shall prevent the removal of an NTCD from an employee's personnel files prior to the expiration date upon the approval of Management.

In the event that the NTCD is issued for such things as poor work performance or tardiness, the supervisor will review with the employee, at reasonable intervals, the employee's progress in correcting the deficiency.

ARTICLE 22  
EMPLOYEE LIST

22.1

The Department shall provide the Union in writing within thirty (30) days from the effective date of this MOU, an alphabetized list of all employees subject to this MOU. This list shall include the payroll and section number, Civil Service classification and effective date, date of hire, range number and the Union membership status. The Department shall provide a similar list every three (3) months.

22.2

Each thirty (30) days after the effective date of this MOU, the Department shall provide the following:

1. A list of all employees hired in the Unit during the preceding month. This list shall include the payroll and section number, classification, range number and date of hire.
2. A list of all employees in the Unit who have been terminated or retired during the preceding month.

ARTICLE 23  
MAINTENANCE OF EXISTING CONDITIONS

1. All present written rules including the Working Rules and all present established practices, and Management and employee rights, privileges and benefits, shall remain in full force and effect unless specifically altered by the provisions of this MOU.
2. The parties hereby agree to be bound by the provisions of the Water and Power Employees' Retirement, Disability and Death Benefit Plan.
3. Working Rule 5 is inapplicable to employees covered by this MOU.

ARTICLE 24  
JOINT SAFETY COMMITTEE

The Joint Safety Committee shall be composed of an equal number of representatives of the Department and the Union. This Committee may meet every three months on a regular basis as determined by said Committee. It shall also meet on urgent situations at the request of either the Department or the Union.

It shall be the responsibility of the Joint Safety Committee to review the causes of serious accidents revealed by the investigation of such accidents and to recommend rules for the safety of the employees in the performance of their work. The present safe working rules and practices shall be considered a part of this MOU and changes in the Safety Rules shall be subject to negotiations between the parties and in conformance with applicable City, State or Federal regulations. The Joint Safety Committee shall utilize consultants from the City, State or Federal agencies in the event an interpretation of the City, State or Federal regulations is involved.

It shall be the responsibility of the Department to administer the Safety Program and to make every reasonable effort that Safety Rules are carried out by all employees. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner.

Should a dispute arise over the application or interpretation of a Safety Rule, such dispute shall be resolved by use of the Grievance Procedure.

ARTICLE 25  
SAVINGS CLAUSE

If any term or provision of this MOU is found to be in conflict with any City, State or Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate this term or provision.

All other terms and provisions of this MOU shall remain in full force and effect during the period of such negotiations and thereafter until their normal expiration date.

The parties understand that many of the employees covered by this Memorandum of Understanding may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 201 et seq (FLSA). To the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required thereunder and any additional benefits set forth herein if compatible with the FLSA.

## ARTICLE 26

### TERM

This MOU is effective as of the date of execution with the exception of any special provisions setting forth dates for compliance. The term of this MOU shall continue until the 30<sup>th</sup> day of September 2005, and for additional periods of one year thereafter, with the provision that should either party desire to terminate this MOU, or to modify any portion of the terms hereof, it shall notify the other party not later than ninety (90) days prior to the 30<sup>th</sup> day of September 2005, or the end of any other subsequent yearly period. If such notice of termination is given, this MOU shall terminate on the 30<sup>th</sup> day of September 2005, or September 30 of any other subsequent yearly period.

Negotiations upon proposed amendments or changes of the terms of this MOU, as set forth in the notice of desire to amend, shall begin not later than ninety (90) days prior to the expiration date, or expiration date of any subsequent yearly period.

The parties acknowledge that during negotiations which resulted in this Agreement, 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 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 Agreement. 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.

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.

The parties, during the terms of this MOU may mutually agree to consider other specific proposals.

ARTICLE 27  
OBLIGATION TO SUPPORT

The parties agree that prior to the implementation of the MOU and during the period of time it is being considered by the Board, neither the employee organization nor the Department, nor any of their authorized representatives, shall appear before said Board, the Mayor, the City Council, or individual members of said Board or Council individually to advocate any addition to or deletion from the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Board, the Mayor or any other elected official to advocate or urge the adoption and approval of this MOU.

ARTICLE 28  
HEALTH AND DENTAL PLANS

28.1 - Health Plan

The Department will contribute on behalf of eligible employees in this Unit, to whom an annual salary rate is applicable, and who are members of the Water and Power Employees' Retirement, Disability and Death Benefit Plan, and on behalf of their eligible dependents, if any, a sum not to exceed \$718.96 a month, through June 30, 2004, toward the cost of any one of the following health insurance programs:

- a. DWP Kaiser Medical Plan
- b. DWP Health Plan of Nevada
- c. DWP PacifiCare Medical Plan
- d. The plan established by the IBEW-Local 18 Health and Welfare Trust

Said sum will be applied and limited by the employee's election, if any, to coverage under one of the health insurance programs listed in (a), (b), (c), and (d) above. In the event eligible employees elect to cover their eligible dependents as provided for in these programs, the unused portion of said sum will be applied toward such dependent coverage under the same plan.

The parties hereto agree to the following formula for arriving at the Department's maximum contribution, based on the present level of benefits, to these health insurance programs for each eligible employee in this Unit:

Effective July 1, of each contract year:

For each eligible employee in the Unit, the Department will contribute an amount calculated by adding to the \$718.96 monthly subsidy an amount not to exceed the dollar value of the Kaiser Family Plan rate increases or rate decreases during the term of this MOU.

In order to obtain employee input regarding health plan benefits, and to stabilize health insurance costs at or near their present levels, the Department will meet with Local 18 prior to negotiating new agreements with health insurance carriers. In conformance with DWP Board Resolution No. 985 of June 29, 1972, as amended, any increases in cost due to negotiated improvements in benefits shall be borne solely by the employees.

The parties acknowledge that rapidly escalating health care costs are a mutual concern. Containing the escalation of these costs is essential to both parties. Therefore, the parties agree to develop health care proposals that achieve control over and limit escalating health care costs which may include financial participation by both parties.

28.2 - Dental Plan

The Department will provide an indemnity-type dental plan, a group-type dental plan and a dental plan offered by the IBEW-Local 18 Health and Welfare Trust open to all eligible employees in this Unit. The Department's maximum contribution for the period from October 1, 2002 to June 30, 2003, will not exceed \$118.56 per month for family coverage.

Effective July 1, 2003, the Department's maximum contribution will be set to match the rate for family coverage by Delta Dental.

Thereafter, if family rates for the current level of benefits are increased or decreased by Delta Dental, the Department's maximum contribution will increase or decrease by the same amount.

An employee must be a member of the Water and Power Employees' Retirement, Disability and Death Benefit Insurance Plan to be eligible to receive the Department's dental plan contribution.

The Union agrees to indemnify and hold harmless the Department for any loss or damages including costs of suits and reasonable attorney fees arising from the operation of this Article.

### 28.3 - Health and Dental Subsidy

The eligibility criteria for the Department's subsidy toward the cost of employees' health/dental plans effective July 1, 1999:

Full time employees are eligible to receive the full Department subsidy beginning the first of the month following membership in the Department's Retirement Plan (exclusive of membership in the Department's Disability and Death Benefit Plans).

Daily-rated employees (Payroll 70 and 72) who change to annual-rated status may enroll in a health and/or dental plan within 31 calendar days of such change. Such employees are eligible for the full Department subsidy beginning the first day of the month following such change. Coverage will begin the first day of the month following receipt of enrollment forms.

Part-time employees who change to full time status may enroll in and/or add dependent(s) to the health and/or dental plan within 31 calendar days of such change. Such employees are eligible for the full Department subsidy beginning the first day of the month following such change. Coverage will begin the first day of the month following receipt of enrollment forms.

The Department will distribute, to employees in classifications represented by Local 18, Union-provided material explaining the eligibility requirements for enrolling in Local 18, IBEW-sponsored health and/or dental plans.

## ARTICLE 29 SUPPLEMENTAL BENEFITS

### 29.1 - Sick Benefits

All provisions of the Department's Disability Plan and all practices concerning sick days shall be continued with the following exceptions:

- (a) Disability benefits for a temporary disability of ten (10) work days or less shall be calculated at the gross salary base rate and the appropriate Federal and State taxes withheld and paid to the Internal Revenue Service and the State Franchise Tax Board.



- (b) Disability benefits for a temporary disability which exceeds ten (10) workdays shall be calculated at the level of benefits to which the member is entitled (i.e., 85%, 60%, etc.) by reason of the length of service and at the gross salary base rate. For disability benefit purposes, the definition of "net salary" shall be deleted.
- (c) In addition to the benefits provided in Section VD(3) of the Plan, pay for unused sick time shall be made under the following circumstances:  
  
At the end of the last payroll period prior to January 1 of each calendar year, employees' unused sick time compensation shall be calculated at the 100% rate for any portion of such entitlement which they cannot carry forward into the current calendar year (i.e., any hours in excess of 80). The Department shall compensate employees for unused sick time in an expeditious manner.
- (d) Additionally, partial days sick shall be deducted from the annual forty-hour entitlement provided in Section VD(3) of the Plan but shall not alter the present practices for determining an employee's eligibility for other sick or disability benefits.
- (e) The payments described in paragraphs (a), (c), and (d) herein shall be administered by the Department rather than by the Board of Administration.

29.2 - Disability and Death Benefit Contributions

The employee's total contribution to the Disability and Death Benefit portions of the Department of Water and Power Employees' Retirement, Disability and Death Benefit Insurance Plan shall be fixed at the following levels:

Temporary Disability Benefits-----\$1.00 per pay period  
 Permanent and Total Disability Benefits----\$1.00 per pay period  
 Death Benefits-----\$1.00 per pay period

### 29.3 - Family Death Benefits

The present monthly level of family death benefits (\$416.00 per survivor, \$1,170.00 family maximum) shall remain in the Plan as currently provided. A higher 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 increased monthly benefit level for those who enroll shall be \$936.00 per survivor and \$2,236.00 family maximum.

### 29.4 - Family/Domestic Partner Sick Leave

1. Each Department employee shall be permitted to use, in any calendar year, up to forty (40) hours of his or her available annually accrued forty (40) hour sick time bank [provided in accordance with Article 29 of the Memorandum of Understanding (MOU) and Section VD(1)(b)(ii) of the Water and Power Employees' Retirement Plan] to attend to the illness of his or her child, parent, spouse, or domestic partner. Such use shall not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606, et seq.). In addition, such use will not initiate temporary disability benefits provided in accordance with Article 29 of the MOU and Section VD(1) of the Water and Power Employees' Retirement Plan.
2. All conditions and restrictions, such as medical certification, placed upon each Department employee relative to his or her use of sick leave shall also apply to the use of sick leave for the purpose of attending to the illness of his or her child, parent, spouse, or domestic partner in accordance with Section 100-10 of the DWP Administrative Manual.
3. In order for an employee to apply this benefit to a domestic partner, employee must have on file a confidential affidavit with the DWP Health Plans Administration office.

ARTICLE 30  
SALARIES

30.1 - Salaries

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, A-2, and A-3.

The salary ranges as established in Appendix A-1 shall become effective October 1, 2002.

The salary ranges as established in Appendix A-2 shall become effective October 1, 2003.

The salary ranges as established in Appendix A-3 shall become effective October 1, 2004.

30.2 - Application of Administrative Code

Except as otherwise provided herein, the provisions of Division 4, Chapter 9 of the Los Angeles Administrative Code shall apply to employees in this Unit.

30.3 - Right to Consolidate DDRs

The Department reserves the right to and may at its option consolidate, without changing salary levels, any group of duties descriptions listed in Appendices A-1, A-2, and A-3 that are in the same Civil Service class and at the same wage level.

ARTICLE 31  
SCOPE OF IMPLEMENTATION

This Amendment constitutes a jointly drafted recommendation of the City and Local-18, and shall not become binding in whole or in part, unless and until all of the following have occurred:

- Local-18 has notified the Board of Water and Power Commissioners (herein "Board") that this Amendment was ratified in its entirety by the Union's membership, as evidenced by Local-18's authorized representative affixing his or her signature hereto; and,

- The Board has by adoption of an appropriate Resolution notified Local-18 that this Amendment is approved in its entirety 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.

ARTICLE 32  
MAINTENANCE OF RATE DIFFERENTIALS

The Board of Water and Power Commissioners has, in certain instances, authorized compensation, known as an "H" rate, which is in excess of the position grade for the position occupied by an employee. Employees benefiting from such "H" rates shall henceforth receive that difference in salary between the amount of the "H" rate and the position grade for the position occupied on July 4, 1977. Said difference shall be maintained only during the time such employee occupies or reoccupies the same position.

Additionally, during the term of this MOU, said difference shall be increased by the appropriate percent (%) increases granted the employee's DDR. The implementation dates of this provision shall coincide with the implementation of general salary increases.

ARTICLE 33  
TEMPORARY REASSIGNMENT

33.1 - Temporary Assignment to Another Position Within the Same Civil Service Class

Employees who are directed to temporarily perform the duties of a higher paid position in the same Civil Service class, shall be placed on the lowest step rate of the higher level salary range which will result in a salary increase of at least five percent (5%), not to exceed the top step of the higher range, effective the first day those duties are performed. If such temporary reassignment lasts longer than six (6) months, Department management shall meet with the Union to determine what steps need

to be taken to permanently fill the position in a way that meets the interests of both parties. Upon reassignment from a permanent position to a temporary position at a higher pay level, in accordance with the provisions of this Article, there will be no change in the employee's anniversary date. Upon reassignment from a temporary position, made under the provisions of this Article, back to an employee's permanent position or to another temporary position at a higher pay level, there will be no change in the employee's step or anniversary date.

33.2 - Temporary Assignment to Another Position in Another Civil Service Class (Includes 1-5 Day Special Emergency, Emergency, Trainee, Apprenticeship and Limited Appointments)

Employees reassigned on a temporary basis to a higher level position shall be placed on the lowest step rate within the appropriate range which will result in a salary increase of at least five percent (5%) not to exceed the top step of the salary range and shall not have their salary anniversary date changed as a result of such reassignment.

Upon reassignment from one temporary position to another temporary position at a higher pay level, an employee shall be placed on the lowest step rate within the appropriate range, which will result in a salary increase of at least five percent (5%) not to exceed the top step of the salary range, and the employee's salary anniversary date shall not change. Upon return to a permanent position from a temporary position, the employee shall be placed on the step of the salary range that he or she would have occupied had the temporary assignment(s) not been made.

33.3 Temporary Assignment to a Higher Paid Position in Class Series

Employees, who are directed by Management to temporarily perform the duties of a higher paid position in the class series, shall be placed on the lowest step rate, within the appropriate salary range, which would result in a salary increase of at least five percent (5%), effective the first day those duties were performed.

Such assignment shall not exceed six months and there shall be no change in the employee's anniversary date. Employees assigned under this provision shall neither serve nor complete probation, and seniority will not be accrued in the class so occupied. Notwithstanding Section 4.902(a) (3) of the Los Angeles Administrative Code, the employee shall be returned to the same step in the pay range of the class in which she/he was legally employed prior to the temporary assignment. Step advances consistent with the employee's anniversary date, which shall remain unchanged, shall apply.

This provision does not in any way alter or affect the granting of craft 1-5 Day Special Emergency appointments or craft "lead pay".

#### ARTICLE 34 LICENSE FEES

Subject to such rules and regulations as the City Controller has established, the Department of Building and Safety shall waive its usual fee or charge for any license or permit employees of this Unit are required to possess to operate equipment in the performance of their duties. Such license or permit shall be limited to cover worked performed for the City.

Any employee in this Unit, who is required by the Department to maintain a valid license, excepting a Class C Drivers License or other license required by a Civil Service bulletin for initial appointment to a classification, shall be reimbursed for the initial cost (fee) for such a license. All fees for renewals of Department required licenses, except a Class C drivers license will be reimbursed by the Department.

#### ARTICLE 35 JOB SECURITY

No regular annual-rated, Civil Service bargaining unit employee within the classification and major division affected by the contracting out of bargaining unit work will be laid off or placed on a lower level DDR.

ARTICLE 36  
JOINT LABOR/MANAGEMENT RESOLUTION BOARD

(1) SCOPE

A Joint Labor/Management Resolution Board (Board) shall be established to deal with items typically brought up in the meet-and-confer process and other issues as mutually agreed to by Union and Management.

The Board and the Labor/Management Committees are not intended to subordinate or abrogate in any way the collective bargaining rights and obligations of either party.

(2) MEMBERSHIP

- The Board shall be comprised of equal numbers of Union and Management participants.
- It may be necessary to create more than one Board.

(3) PROCESS

Mutual Gains Bargaining is the process to be used in resolving issues brought to the Board. An impartial facilitator will be used as deemed necessary by the parties.

(4) TRAINING

Any person appointed to the Board, or any other joint labor/management committee, shall be trained in the mutual gains bargaining process prior to participating in the process. In addition to this training, all Union shop stewards and all levels of management beginning with first-level supervisors shall be trained in the mutual gains bargaining process.

(5) COMMUNICATION

- The scope of the Board and the process it uses will be communicated to all employees and managers. The resolution, results and reasons, and the plan for implementation will be published and provided to all affected employees and managers. The Board will regularly keep the General Manager of Water and Power and the Business Manager of Local 18 informed of its progress.

- The Union and Management will work in cooperation to jointly inform the political leadership (i.e., Mayor, Executive Employee Relations Committee, members of City Council) of the process being used to jointly resolve disputes. There will be a joint recommendation to the political leadership when their approval is needed for implementation of a resolution.

(6) RULES OF THE RESOLUTION BOARD

- The Board shall set its own ground rules.
- Mutual Gains Bargaining shall be utilized to resolve issues.
- All members are to be considered to have the same level of authority and responsibility.
- The Board may establish subcommittees or utilize existing committees as necessary.
- The Board may bring in experts on particular subject matters or issues.
- The Board may recommend remedies for disputes related to issues which have been submitted.
- The Board will recommend resolutions that are within its scope.
- The Board shall set time limits for resolutions and their implementation.
- The Board has the authority to make recommendations which will be submitted simultaneously to the General Manager of Water and Power and the Business Manager of Local 18 for their joint consideration and response.

(7) COMMITTEES

Joint Labor/Management committees may be established locally upon mutual agreement for the purpose of resolving local issues not addressed by the MOU. They may also be utilized for informal screening and/or researching of issues prior to submission to the Board.



(8) PROCESS FOR SUBMISSION OF ISSUES TO THE BOARD

- The general criteria for screening and prioritizing issues will be established by the Board.
- The Union and Management will have their own internal processes to determine which issue(s) will be submitted to the Board.
- Any Union or Management Board member may bring an issue to the Board.

ARTICLE 37  
EMPLOYEE RETIREMENT PLAN

37.1 - Early Retirement Option

37.1(a)

Water and Power Employees' Retirement Plan (PLAN) members who have reached age 50 and who have at least 30 years of service (50/30) shall be eligible for an unreduced formula retirement, calculated at 2.1% of the member's highest year's salary for each year of retirement service credit.

37.1(b)

This option will continue until September 30, 2005.

37.2 - Enhancement of Employees' Retirement Plan Pension  
Formula Rate

37.2(a)

PLAN members who have reached age 55 and who have at least 30 years of service (55/30) shall be eligible for an unreduced formula retirement calculated at 2.3% of the member's highest year's salary for each year of retirement service credit.

37.2(b)

This enhanced formula pension rate (2.3%) does not apply to those who retire under the terms of any other early retirement option, including the 50/30 early retirement option.

### 37.3 - Retirement Formula Pension Cap

Eligible PLAN members may retire with a formula pension allowance not to exceed 100% of their highest year's salary.

### 37.4 - Spouse/Domestic Partner Optional Death Benefit Allowance

Spouses or Domestic Partners of those PLAN members who are eligible to retire with a formula pension but who die while still actively employed, shall be entitled to receive an Optional Death Benefit Allowance commensurate with the Option D Retirement Benefit.

### 37.5 - Favored Nations Clause for Retirement Benefits in DWP Plan or in Los Angeles City Employees' Retirement Plan

The parties hereby agree that during the term of this MOU, should other bargaining units receive (under the Department of Water and Power Employees' Retirement Plan or the Los Angeles City Employees' Retirement System) benefit(s) that would be more favorable to the individuals covered by this MOU, the more favorable benefits shall, with the Union's concurrence, be incorporated into this MOU, as if set forth fully herein.

### 37.6 - Deferred Retirement Option Program

The Parties agree to establish a Deferred Retirement Option Program (DROP) generally consistent with the principles and structure of the existing program for Fire and Police personnel. The proposed DROP is anticipated to contain the following minimum features: cost neutrality; eligibility for all members of the Retirement Plan who qualify for an unreduced retirement formula; five-year eligibility window; and re-evaluation after three (3) years.

Articles 37.1 through 37.6 constitute a jointly drafted recommendation of the City and Local 18, and shall not become binding in whole or in part, unless and until finally adopted by the Retirement Plan's Board of Administration.

### 37.7 - Retirement Plan Contributions

The Department of Water and Power (Department) will make its Retirement Plan Contributions on behalf of the employees in bargaining units represented by Local 18 of the International Brotherhood of Electrical Workers (Local 18) by the end of the first work day following the 9<sup>th</sup> day of the month. Failure to do so shall obligate the Department to pay the higher of: interest at the rate of 8% per year, or the annual rate of return on the actuarial value of assets reported in the most recent valuation by the Retirement Board Actuary.

### ARTICLE 38 EMPLOYEE RELEASE TIME

- 1) The Department may, in its discretion, grant to elected officers or appointed representatives of the International Brotherhood of Electrical Workers - Local 18 (Local 18) time off for union representation activities. Under this Article, no more than nine (9) employees for all five (5) bargaining units collectively shall be so released at any one time.
- 2) Each employee shall submit a request for release at least 21 calendar days prior to the effective date, notifying supervision of both the starting and ending dates of release. The Department shall make every effort to grant the request as submitted, and shall deny or modify it only in the event of undue hardship.
- 3) During the release period, except as provided in Section (6), the City shall pay the employee's current salary while the employee is on release to Local 18. The employee on release to Local 18 shall receive all increases in salary and benefits approved for other Department employees in the same job classification during the release period.
- 4) During the release period, except as provided in Section (6), employees shall retain all of their existing benefits, including, but not limited to vacation, sick leave, compensated time off, short-term disability, life insurance, medical, dental, workers' compensation, deferred compensation plan, retirement benefits, and seniority accrual in their civil service class.

- 5) Local 18 shall reimburse the City quarterly for all salary paid and benefits given under Sections (3) and (4) above. The cost of benefits shall be based on the rates established by the MOU in effect or the actual costs of new benefits that become effective during the period of the release.
- 6) Payment of any overtime worked during the release period shall be the responsibility of Local 18.
- 7) Local 18 shall reimburse the Paymaster each quarter for all compensable costs identified in Sections (3), (4), and (5) above incurred during the preceding quarter.
- 8) Employees on release time shall submit weekly time sheets (signed by the employee and the Local 18 Business Manager or Assistant Business Manager) to the DWP Paymaster specifying the number of hours worked, and use of any sick leave, vacation time or other compensated time off.
- 9) An employee who incurs a work-related injury while on release time shall remain on release time until the release has ended, and shall continue to be counted as one of the nine employees for the five bargaining units.
- 10) Employees returning from release time shall resume their last prior civil service classification and pay grade.
- 11) A probationary employee is not eligible for release time.
- 12) Local 18 shall indemnify, defend, and hold the City and DWP and their respective officers and employees harmless against any and all claims, suits, demands, or other forms of liability that might arise out of or result from any action taken by an employee in the service of Local 18 while on release from the Department.
- 13) The Labor Relations Office shall maintain a list of employees currently approved for release time and their respective terms. Effective January 1, 2002, the length of the period for which employees will be released under this Article shall be one (1) year, renewable upon mutual consent of all parties.

ARTICLE 39  
JOINT SAFETY INSTITUTE

The Parties agree to establish an IBEW-DWP Joint Safety Institute (JSI). The JSI is an independent body advocating worker safety through information sharing, training, and mentoring to promote overall safety throughout the Department.

(First Amendment to the Agreement and Declaration of Trust of the Joint Safety Institute (JSI) adopted by the Board of Water and Power Commissioners December 19, 2000, per Resolution No. 001-132.)

ARTICLE 40  
JOINT TRAINING INSTITUTE

The Parties agree to establish an IBEW-DWP Joint Training Institute (JTI). The JTI is an independent body committed to creating a work environment where employees are effectively trained in jobs that are critical to the Department's core business.

(Letter of Agreement and Declaration of Trust of the Joint Training Institute (JTI) adopted by the Board of Water and Power Commissioners on May 7, 2002, per Resolution No. 002-268.)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Steam Plant and Water Supply Unit Memorandum of Understanding on this \_\_\_\_\_ day of \_\_\_\_\_, 2003 to be effective as provided herein.

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

City of Los Angeles  
Representatives

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
General Manager  
of the Department of  
Water and Power

\_\_\_\_\_  
President

\_\_\_\_\_  
Assistant General Manager  
Chief Administrative Officer  
of the Department of  
Water and Power

\_\_\_\_\_  
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APPENDIX A-1

SALARY RANGES EFFECTIVE OCTOBER 1, 2002

Effective October 1, 2002, 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 2001 to August 2002 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to 4% the salary ranges shall be increased by 4%, and if the CPI increased by 6% or more, the salary ranges shall be increased by 6%.

APPENDIX A-2

SALARY RANGES EFFECTIVE OCTOBER 1, 2003

Effective October 1, 2003, 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 2002 to August 2003 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to 5% the salary ranges shall be increased by 5%, and if the CPI increased by 6% or more, the salary ranges shall be increased by 6%.



APPENDIX A-3

SALARY RANGES EFFECTIVE OCTOBER 1, 2004

Effective October 1, 2004, 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 2003 to August 2004 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to 5% the salary ranges shall be increased by 5%, and if the CPI increased by 6% or more, the salary ranges shall be increased by 6%.

STEAM PLANT AND WATER SUPPLY UNIT

FOOTNOTES:

1. An employee in the class of Electric Pumping Plant Operator (Class Code 5853), or Aqueduct and Reservoir Keeper (Class Code 5813) shall maintain his/her respective salary while occupying a trainee position (DDR 93-85800) in the class of Water Utility Operator (Class Code 5854).
2. Employees continuously occupying positions in a "journey" craft classification at DWP (see Appendix K), for a minimum of five (5) years, but less than ten (10) years, shall receive a longevity salary adjustment of 2.5 percent, which shall become part of their base wage.

Employees continuously occupying positions in a "journey" craft classification at DWP (see Appendix K), for ten (10) years or more, shall receive an additional longevity salary adjustment of 2.5 percent, for a total salary adjustment of five (5) percent, which shall become part of their base wage.

3. Effective October 1, 2002, the base wage of Steam Plant Maintenance Mechanic (Code 5630, DDR No. 94-37118) shall be equal to the base wage of Millwright (Code 3760, DDR No. 93-37021) and shall be compensated at rate range 2557 in effect on April 1, 2002, to which October 1, 2002 and subsequent cost-of-living adjustments will be applied.
4. One person in a classification represented by IBEW, when designated to represent IBEW as the Administrator to the Joint Safety Institute (JSI) shall, while assigned to perform such JSI Administrator duties, be compensated at the fifth (5<sup>th</sup>) step of the "III" level Salary Range (DDR No. 95-52653) established for the class of Electrical Services Manager (Class Code 5265), enabling the individual to remain in the bargaining unit during such assignment while being compensated at the Electrical Services Manager III salary level. The provisions of this footnote shall be effective October 1, 2002.

STEAM PLANT AND WATER SUPPLY UNIT

FOOTNOTES: (cont'd)

5. One person in a classification represented by IBEW, when designated to represent IBEW as the Administrator to the Joint Training Institute (JTI) shall, while assigned to perform such JTI Administrator duties, be compensated at the fifth (5<sup>th</sup>) step of the "III" level Salary Range (DDR No. 95-52653) established for the class of Electrical Services Manager (Class Code 5265), enabling the individual to remain in the bargaining unit during such assignment while being compensated at the Electrical Services Manager III salary level. The provisions of this footnote shall be effective October 1, 2002.

APPENDIX B

CONTRACTING OUT

The parties agree to the following terms and conditions relative to the contracting out of bargaining unit work:

- 1) The Department may contract out bargaining unit work without meeting and conferring, subject to Charter Section 126 and/or 385, et seq., and the provisions of this Agreement.
- 2) Notwithstanding any provisions of this MOU to the contrary, the provisions of this Appendix are subject only to advisory arbitration with the exception of grievances raised under Article 35, Job Security, of this MOU.
- 3) In lieu of the meet-and-confer process specified by the Employee Relations Ordinance, the parties agree to meet and discuss, in accordance with the procedure in paragraph 4, all contracts awarded by the Board of Water and Power Commissioners and multiple contracts let for the same service in the same division which exceed a cumulative total of \$100,000 in a 12-month period, except those listed below:
  - a. Contracts for expertise or contracts for services involving proprietary equipment.
  - b. Contracts for rental equipment which includes operators.
  - c. Contracts required because of bona fide emergency circumstances.
- 4) The parties agree that the following expedited procedure shall replace the dispute resolution procedures of the Employee Relations Ordinance to resolve only those disputes arising out of the discussions occurring as a result of paragraph (3) above.
  - a. The Department will notify the Union in a timely manner of all applicable proposed contracts.
  - b. The Union may request to meet and discuss such contracts within five (5) working days of receipt of the contract. Failure of the Union to request a meeting within five (5) working days shall constitute a waiver of the Union's right to continue this process.
  - c. Meeting(s), if requested, will be held within five (5) calendar days of notification by the Union of a desire to meet and discuss the contracts.

- d. Should the parties not agree during their meet-and-discuss session(s), the Union may request expedited arbitration at the conclusion of the five (5) calendar day period. Failure of the Union to request arbitration within the five (5) calendar day period shall constitute a waiver of the Union's right to continue this process. The parties will attempt to establish a mutually agreeable process for selecting arbitrators. Absent an agreement on such a process, arbitrators will be selected in accordance with the Employee Relations Ordinance Rules 11.03 and 11.04. If the arbitrator selected is not able to serve or cannot meet the time limits in 4(e) of the Agreement, a new arbitrator shall be selected by repeating the steps in Rules 11.03 and 11.04.
  - e. The hearing and issuance of an award by the arbitrator shall be concluded within thirty (30) calendar days from the request for arbitration.
  - f. The arbitrator's advisory decision and recommendation shall be transmitted to the Board of Water and Power Commissioners simultaneously with the contract proposed for adoption.
  - g. The time limits in this process may be extended only by mutual written agreement.
  - h. This arbitration process shall be informal. Court reporters shall not be used; the rules of evidence shall be informal; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; and post hearing briefs will not be submitted. The parties shall each determine whether they wish to produce witnesses and/or documentary evidence.
  - i. The arbitration fees shall be shared equally by the Union and Management.
- 5) Disputes over the practical consequences of contracting out, other than those disputes occurring under paragraphs 3 and 4 above, shall be resolved through the grievance process starting at Step III (Business Unit level) in accordance with the provisions in Article 5 of the MOU.

## APPENDIX C

### PARKING FEES AND SUBSIDIES

The parties agree that the following terms and conditions shall be applicable to employees who report to an AQMD qualifying location.

- 1) Employees paying a parking fee who report to an AQMD location as their permanent reporting location shall receive a \$25 per month parking (transportation) subsidy.
- 2) Rotating shift employees are excluded from this agreement.
- 3) Facility parking administrators shall set local rules for parking.
- 4) Department Management shall set the rates for the DWP Vanpools.
- 5) Any employee who drives his/her personal vehicle and occasionally parks at the JFB or other central locations shall be charged \$5 per day to park, subject to applicable parking regulations. The rate will be \$4 at non-central locations. Such employees will have an in-and-out privilege for any said paid parking day.
- 6) Employees who pay monthly parking fees as members of a DWP vanpool or carpool will not be charged a daily parking fee when they drive their personal vehicle to work to accommodate scheduled overtime, unless this overtime condition exceeds five (5) days per month after which No. 5 applies.
- 7) A \$50 subsidy will be provided to any monthly transit rider who shows evidence upon demand of a monthly transit pass and who provides an affidavit to the John Ferraro Building parking coordinator of such transit use in commuting to work. Employees who normally commute by bicycle and who provide an affidavit of their daily bicycle riding and certification of this riding from their supervisor, will receive this subsidy also.
- 8) At AQMD qualifying locations where adequate on-site parking is available for employees, DWP management

may take appropriate action to require employees to park in DWP facilities when there are complaints from residents and neighbors about employees parking in their neighborhoods.

The parties agree that the attached chart correctly states the current parking fees and subsidies.

	JFB Scramble Other Central Locations	JFB Assign Space	Non- Central Locations	Subsidy
Parking Fee	\$50	\$85	\$40	\$25
Carpool	\$30	N/A	\$20	\$25 per person
DWP Vanpools	\$50	N/A	\$40	\$25 per rider
Take-Home Vehicles	\$50	N/A	\$40	\$25
Employees on Mileage & Per Diem	\$25	\$85	\$25	\$25
Employees on Mileage Only	\$50	\$85	\$40	\$25

NOTE: This proposal includes only employees who start between 5:00 A.M. and 2:00 P.M. and report to an AQMD qualifying location.

## APPENDIX D

### Focused Separation Program (FSP) of 1995 For IBEW-Local 18-Represented Employees

In no way shall Local 18's agreement to the FSP imply, infer or conclude that Local 18 concurs with or acquiesces to the inclusion of any classifications listed in Appendix A (of the Focused Separation Program Agreement) as excess positions.

1. In consideration for Local 18's agreement, the Department has agreed to the following terms and conditions:
  - a. The DWP shall maintain staffing of Electric Distribution Mechanic Trainees (EDMTs) that will result in forty (40) Electric Distribution Mechanics (EDMs) completing the program each contract year. At the current graduation rate, this represents a staffing level of ninety (90) EDMTs per contract year.
  - b. The DWP shall maintain a core number of Electrical Craft Helpers (ECHs) at 310 in the Energy Distribution Business Unit. The parties shall determine a mutually acceptable method to facilitate 1014 transfer opportunities for Steam Plant Assistants to ECHs.
  - c. Before any layoff is contemplated in the Clerical Bargaining Unit, every effort shall be made to reassign employees to vacancies within the DWP and City; and part-time exempt clerical positions shall be eliminated.
  - d. As an alternative to contracting out, the DWP shall use at least ten percent (10%) overtime to meet maintenance and business needs.
  - e. The DWP shall maintain staffing of Electrical Mechanic Trainees (EMTs) which would provide for the completion of ten (10) Electrical Mechanics each contract year.
  - f. The DWP and Local 18 shall meet-and-confer for the purpose of facilitating a combined Electrical Repairer/Electrical Mechanic apprenticeship program.

#### 2. Joint Labor/Management Committees

Local 18 and DWP management agree to the establishment of Joint Labor/Management Committees to address issues of mutual interest.

The Committees shall have equal numbers appointed by the Local 18 and DWP management.



All recommendations must include a majority vote; however, it is intended that the Committees work toward consensus.

The Charter for these Joint Labor/Management Committees will contain a commitment to work jointly to resolve problems to the mutual advantage of both parties.

These Committees are not intended to subordinate in any way the collective bargaining rights and obligations of either party, nor the established rights of management.

The DWP General Manager and the Local 18 Business Manager shall be ex-officio members of all Committees as well as the joint recipients of all Committee recommendations.

It is agreed that the following list comprises the initial subjects being addressed by these committees, and future subjects will be established by mutual consent:

- a. Service Reliability, including considering standards for average minutes of interruption and other such standards currently before the California Public Utilities Commission (CPUC).
- b. Worker Safety, including an equal role for Local 18 in determining safety standards in the restructured utility environment.
- c. In-Basis Generation, including mutual review of any generating needs analysis and staffing.
- d. Substation Area Consolidation, including mutual review of reliability analysis and staffing.
- e. Maintenance Guarantees, including developing standards for all aspects of utility maintenance.
- f. Customer Service Satisfaction, including the issues of alternate work schedules, lead workers, and schedule changes at the Customer Call Center.
- g. Review of priority for staffing of positions and the use of personal services contracts.

APPENDIX E

ZONE PAY ADDENDUM

**EMPLOYEES REASSIGNED TO  
WATER QUALITY AND DISTRIBUTION BUSINESS UNIT**

**Electrical Group**

Senior Electrical Mechanic Supervisor	3836
Electrical Mechanic Supervisor	3835
Senior Electrical Mechanic	3834
Electrical Mechanic	3833
Instrument Mechanic	3843
Mechanical Helper "A"	3771
Waterworks Mechanic "B"	3984
Electrical Craft Helper "B"	3799

**Mechanical Group**

Waterworks Mechanic Supervisor "A"	3987
Waterworks Mechanic Supervisor "B"	3987
Waterworks Mechanic "A"	3984
Waterworks Mechanic "B"	3984
Mechanical Helper "A"	3771
Mechanical Helper "B"	3771

**WATER QUALITY AND DISTRIBUTION EMPLOYEES  
LOCATED AT THE LOS ANGELES AQUEDUCT FILTRATION PLANT**

Senior Electrical Mechanic	3834
Electrical Mechanic	3833
Instrument Mechanic	3843
Mechanical Helper "A"	3771
Waterworks Mechanic "B"	3984
Waterworks Mechanic Supervisor "B"	3987

**TRUNK LINE CONSTRUCTION GROUP**

Water Utility Supervisor	3976
Water Utility Worker	3912
Maintenance and Construction Helper	3115
Equipment Operator	3525
Power Shovel Operator	3558
Welder	3796
Maintenance Laborer	3112
Heavy Duty Truck Operator	3584
Protective Coating Worker	3463

## APPENDIX F

### GENERATION BUSINESS UNIT STEAM GENERATION BID PLAN

#### I. BID PLAN - INTRODUCTION

- (1) In accordance with the conditions and procedures herein set forth, there is hereby established a plan by which the opportunity is extended to employees in the Steam Generation Group of the Steam Plant and Water Supply Unit to bid for vacancies at various facilities as hereinafter provided. Generally, vacancies included in the Bid Plan are for these positions which can reasonably be expected to be of a permanent nature; however, whenever the Director of Generation Business Unit finds it necessary because of extraordinary circumstances or in the interest of safe, reliable, and efficient operation of the Energy Services Organization to withdraw from, restore to, or create any position in the Bid Plan, written notice shall be posted in all locations, stating fully the reasons and necessity for such action.

#### II. OBJECTIVES

- (2) The objectives of this plan are to promote employees' welfare by:
  - (a) Providing wider selection of positions for employees through recognition of seniority.
  - (b) Providing greater diversity of training and experience.
  - (c) Providing upward mobility through Affirmative Action.
  - (d) Providing an opportunity to bid for location.

#### III. LOCATIONS INCLUDED IN PLAN

- (3) The locations for bidding purposes shall be as follows:
  - (a) Harbor Steam Plant
  - (b) Haynes Steam Plant
  - (c) Scattergood Steam Plant
  - (d) Valley Steam Plant
  - (e) Fuel Oil Operations

IV. CIVIL SERVICE CLASSES COVERED BY PLAN

(4) The Civil Service classes covered by this Bid Plan are as follows:

Instrument Mechanic  
Steam Plant Assistant  
Steam Plant Maintenance Mechanic  
Steam Plant Operator  
Tank Farm Operator

V. BASIC PROVISIONS

(5) Vacancy Open for Bid - Awarding Of

Each vacancy open for bid shall be awarded to the eligible bidder having the greatest seniority with due consideration being given to the bidder's qualifications to the extent that they are consistent with safe, reliable, and efficient operation.

(6) Vacancy Considered Open for Bidding

Unless the interest of safe, reliable, and efficient system operation makes it necessary for the Director of Generation Business Unit to assign an employee to a specific vacancy, a vacancy will be considered open to bid when created by any of the following:

- (a) Termination of an employee.
- (b) Reassignment of an employee to another position in the same class.
- (c) Acceptance of a permanent appointment to a position in another Civil Service class. (The vacancy shall be deemed to exist on the first day that the employee reports to their new location.)
- (d) A personal leave of absence in excess of ninety consecutive days.
- (e) A leave of absence to enter military service.

However, because each person on military leave of absence has the established right to return to their position, such assignments shall be declared to be temporary for the duration of the military leave of absence.

(7) Vacancies Not Considered Open for Bidding

- (a) A vacancy will not be considered open for bidding in those cases where the regularly assigned employee vacates a position in order to accept a limited or temporary promotion to a position in another Civil Service class if such temporary promotion is to a position within one of the groups listed in Paragraph (3) above.

(8) Vacancy Created By Permanent Disability

When a vacancy is created by reason of an employee's being absent on disability for a period of time long enough for the Medical Division and Retirement Board to place the employee on Permanent and Total Disability, that individual shall automatically relinquish their position, and the resultant vacancy shall then be put up for bid.

(9) Facility Removed from Service

Whenever a facility is to be removed from service and is not to be replaced, notification will be given to the Union and affected employees as early as practical and the Union and the Department shall hold a joint conference to discuss placement of the affected individuals in accordance with seniority rights.

(10) Facility Replaced by another Facility

If a facility or part of a facility is to be removed from service but is replaced by another facility requiring similar employee services and is in the same general location, then the individuals in the old facility will be assigned like positions in the new facility. If the facility should be returned to service, individuals would retain rights to original positions.

(11) Break-In Time

A bidder awarded a position will be given reasonable break-in time in the new position before being required to assume the duties and full responsibilities of that position and for the bidder to determine whether to permanently accept the position. The length of this break-in time will depend upon the bidder's previous experience at the facility into which the employee is bidding. However, the break-in time shall be limited to a maximum of four calendar months, except that Control Operators shall be given a maximum 6-calendar month break-in period. In the event the superintendent determines during this period that the employee demonstrates an unacceptable level of performance of these duties and responsibilities or should the employee choose not to continue in the position during this period, the employee will be removed from the position and returned to the position the employee vacated in the facility from which the employee came and the employee will be ineligible for any other control operator vacancy for a period of one (1) year at that plant where the employee failed to complete their break-in period.

VI. ELIGIBILITY

(12) Eligible Bidders

Employees covered by this Bidding Plan are eligible to bid in accordance with the following:

- (a) The employee may bid on any vacancy for which the employee is qualified at any location after having completed one year of experience at their present level and location if the employee has a satisfactory performance and training record.
- (b) Those individuals who do not meet the experience and training requirements may submit tentative bids for vacancies in their respective Civil Service classes. Should no eligible bidders submit a bid, the tentative bids may be used for filling the vacancy.

(13) Reassignments Under the Bidding Plan

All reassignments made under bid procedures shall be subject to the Memorandum of Understanding and to the Rules of the Civil Service Commission.

VII. BID PROCEDURE

(14) Bid Request Submittal

Any employee covered by this Bidding Plan who desires reassignment to another location shall submit Bid Requests for the locations of their choice to the Director of Generation Business Unit. The Director of Generation Business Unit will provide a signed copy of the request and return it directly to the employee. The Director of Generation Business Unit will maintain a continuous file of all Bid Requests. A listing of all Bid Requests on file, including tentative bids, will be published and posted every four months.

Where possible when it is known in advance that a vacancy will be created, notices will be posted at each location to this effect. When a location bid position is to be filled, notice shall be given to the Union who will notify the appropriate employees.

(15) Bid Request Forms

Location Bids

In order to facilitate administration, a standard form will be supplied on which applicants will indicate the location bid and the order of choice where more than one location is bid. The supervisor receiving the bid shall date and sign as having received it. The original will be sent to the Director of Generation Business Unit, with a copy retained for the plant superintendent. A separate form shall be filled out for each location bid.

## Shift Preference Bids

A standard form will be supplied for order of shift preference in each location. Completed forms will be submitted through the operating supervisor to the plant superintendent and remain on file until requested to be removed by the employee or replaced by a new shift preference bid. A bidder may submit a new shift preference bid at any time.

### (16) Vacancy Award

A vacancy will be awarded to the eligible bidder who has a Bid Request on file with the Director of Generation Business Unit at the time the vacancy occurs in accordance with the following guidelines:

- (a) For shift positions, when a particular crew position is to be filled at a location, it will be awarded within forty-five (45) days to one of those individuals who desire the position presently working in the plant at that level based upon in-class seniority at that level. If the superintendent chooses temporarily, to a maximum of six (6) months, not to allow in-plant bidding based upon in-class seniority for a particular crew position for reasons of maintaining crew strength or balance or because of training deficiencies of a bidder, the superintendent will provide written justification to the Director of Generation Business Unit.

A qualified bidder not awarded such a position may appeal to the Director of Generation Business Unit.

A file of written requests for particular crew positions will be maintained by the superintendent and shall be available for review by station operation personnel.



(b) For the Civil Service classes of Steam Plant Operator, Steam Plant Instrument Mechanic, Tank Farm Operator, and Steam Plant Maintenance Mechanic, after any shift vacancy has first been filled in accordance with (16) (a) where applicable, the resultant vacancy will be awarded as follows:

1. First, to the qualified bidder with the highest in-class seniority among those bidders working in any location at the same level as the vacancy and in the same Civil Service class.
2. Secondly, to the qualified bidder with the highest in-class seniority among those bidders working at a lower level in that Civil Service class, except as modified below for advancement from Assistant Control Operator (ACO) to Control Operator.
3. To determine the "Senior Qualified" Assistant Control Operators (ACOs) for advancement to Control Operator vacancies, Assistant Control Operators with completed training at the station with the vacancy, and other Assistant Control Operators from the other stations who have completed training at the station to which they are bidding, shall be ranked according to class seniority and the most senior Assistant Control Operator on the list will be advanced to fill the vacancy, unless the candidate turns down the offer of promotion, in which case the next eligible candidate will be offered the promotion. A ranking list by seniority of station ACOs and eligible bidders shall be maintained and posted.

Any Control Operator who wishes to revert back to the ACO position may do so, for any reason, and their request must be accommodated within 30 days of that request. If the request is made within 6 months from the date of promotion to Control Operator, the Operators will be returned to their last, former location and crew. If the request is made more than 6 months after promotion to Control Operator, the Operators will be placed in a vacant position at a plant in accordance with the bid plan. Following such request, that ACO will not be eligible for promotion to Control Operator for one year from the date of the reversion request.

- (c) For the Civil Service class of Steam Plant Assistant, vacancies will be awarded based upon the highest in-class seniority among qualified bidders working at the same level as the vacancy. Entering level Steam Plant Assistants will only be considered for vacancies at that level and, therefore may not submit tentative bids for higher level vacancies.

If the eligible bidder with the greatest in-class seniority is disqualified, other eligible bidders for the position will be considered in the order of their in-class seniority. Any disqualified bidder has the right to protest as outlined in Paragraph (19).

If an eligible bidder is not awarded a position or not notified of their disqualification, the bidder may appeal to the Director of Generation Business Unit. Any positions not filled in accordance with this Bid Plan shall be vacated and awarded in accordance with Bid Plan.

Notice of all location bid awards shall be posted within fourteen (14) days of the award at each work location where employees of the affected Civil Service class report.

Notice of all bid awards shall be posted at each work location where employees of the affected Civil Service class report.

(17) Vacancies Not Filled By Bid

If no eligible bids are received for a facility in a classification at a level which has a vacancy, the vacancy may be filled by one of the following methods:

- (a) First, by selection from those individuals working at that level who wish to transfer and are eligible to transfer but did not bid.
- (b) Second, by one of the following:
  - 1. By selection from a Civil Service or Advisory List.
  - 2. By selection on the basis of in-class seniority from among those who have submitted tentative bids.
- (c) Third, by emergency appointment.

If the vacancy is filled under the first and second methods above (17) (a) and (b), the employee so appointed shall have the same rights as if the appointment had been by bid.

VIII. SUPERVISION AND ADMINISTRATION

(18) Bid Award Approval

A review of bidder's qualifications and recommendation of the appointment of a bidder to a vacancy will be by the Director of Generation Business Unit involved.

(19) Protest Procedure

Any bidder who is disqualified for a vacancy for which the bidder has bid shall be entitled to a written explanation by the Director of Generation Business Unit and may request further discussion.

IX. BID SENIORITY

(20) Tabulation of Seniority for Bidding Purposes

All necessary data will be obtained from the Personnel Business Group of the Generation Business Unit and will be published and distributed to all locations on or near the first of each year. The published in-class seniority is equal to the total time served under regular appointment, including probationary period in any one of the classifications listed in Paragraph (4), plus any time working in the following classifications:

- (a) Steam Plant Operating Supervisor
- (b) Steam Plant Maintenance Supervisor
- (c) Instrument Mechanic Supervisor

(21) Prior Service Seniority Credit

Seniority credit earned prior to a separation from DWP service shall be treated as follows: If an employee is laid off through no fault of their own and is later reemployed, the employee shall not lose any seniority credit for any period of actual service. If, however, the employee has been separated from the service by resignation or discharge for cause and is again employed, the employee shall receive no seniority credit for service rendered prior to their separation from the service.

(22) Time while on a suspension of two weeks or more shall be deducted from the seniority tabulation.

(23) Leaves of Absences (Without Pay)

Time on leave of absence (without pay) for personal reasons, except for Union business exceeding thirty (30) days, shall be deducted from seniority credit. Leaves of absence for personal reasons for which the accumulated total, in any one individual's service year, exceeds thirty days are deducted.

(24) Correction of Seniority Tabulation

The seniority tabulation is for use in bidding only. In the event of layoff, layoff lists will be furnished by the Civil Service Commission under its regularly established rules.

Where errors are believed to exist in the seniority tabulation, a statement of such errors should be made in writing and referred through regular supervision channels to the Generation Business Unit Personnel Business Group for a check. If the claim is found valid, the necessary corrections will be made.

APPENDIX G

STEAM PLANT AND WATER SUPPLY UNIT BID PLAN  
WATER SERVICES ORGANIZATION

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I. BID PLAN - INTRODUCTION

- (1) In accordance with the conditions and procedures herein set forth, there is hereby established a system-wide plan by which the opportunity is extended to employees in the Steam Plant and Water Supply Unit to bid for vacancies in various facilities as hereinafter provided. Vacancies included in the bid plan are for those positions described in Appendices G1, G2, G3, G4, G5 and G6 and that are allocated but not occupied and can reasonably be expected to be of a permanent nature. Because of extraordinary circumstances or in the interest of efficient operation of the systems, it may be necessary to withdraw from, restore to, or create positions in the Bid Plan. In this event, written notice will be given by Management at all locations, stating fully the reasons and necessity for such action.

II. OBJECTIVES

- (1) The objective of this plan are:
- (a) To provide wider selection for vacant positions.
  - (b) To provide opportunity for training.
  - (c) To improve system operation.
  - (d) To provide recognition of employees' seniority, experience and qualification.
  - (e) To provide upward mobility through affirmative action.

III. CIVIL SERVICE CLASSES COVERED BY PLAN

- (1) The Civil Service Classes covered by this Bid Plan are as follows:

5854	Water Utility Operator
5883	Water Treatment Operator
5813	Aqueduct and Reservoir Keeper

#### IV. BASIC PROVISION

##### (1) Vacancy Open for Bidding

A vacancy may be declared open to bid when created by any of the following:

- (a) Termination of an employee.
- (b) Permanent reassignment of an employee.
- (c) Acceptance of a permanent appointment to a position in another Civil Service class.
- (d) Vacancies due to an employee on permanent disability or on temporary disability for more than one year.
- (e) When new positions are created.

##### (2) Facilities Removed from Service

Whenever a facility is to be removed from service and is not to be replaced, notification will be given to the Union and affected employees as early as practical and the Union and the Department shall hold a joint conference to discuss placement of the affected individuals.

##### (3) Performance Evaluation

A bidder awarded a position will be given up to three months to demonstrate competence to hold the position. In the event that the appointing authority determines that the bidder demonstrates an unacceptable level of performance in the performance of these duties and responsibilities, the bidder will be removed from the position and returned to any available opening in the class at the pay rate and facility or facilities from which the bidder came. Bidder may request reasons in writing for removal.

##### (4) Training

It is the intent of management that all employees be cross-trained. The training is for the purpose of preparing the employees to continue operation in the event of a major incident that may disrupt water service to the citizens of Los Angeles, or to provide continuity of service.

(a) Water Treatment Operators

It is the intent of management that the initial cross-training be for a period of up to three (3) months and that the bulk of the training be on the day shift. Other shifts may be required to effectively acquire the experience to work on all shifts at the LAAFP or in the Metropolitan District. If it is determined that the training period needs to be extended, Management may extend the training period up to three months, after informing the employee of the reasons for the extension.

Follow-up training is intended to occur annually for a period of up to one (1) month.

(b) Water Utility Operations

Employees who are awarded bid positions may be reassigned for training purposes to other bid or nonbid positions twice each calendar year. Duration of each reassignment will not exceed thirty (30) days. If it is determined that the training period needs to be extended, Management may extend the training period for up to thirty (30) days, after informing the employee of the reasons for the extension in writing. A minimum of fourteen (14) days' notice will be given to the employee prior to reassignment.

(c) Aqueduct and Reservoir Keeper

Employees who are awarded bid positions may be reassigned for training purposes to other bid or nonbid positions twice each calendar year. Duration of each reassignment will not exceed two weeks. A minimum of thirty days' notice will be given to the employee prior to reassignment.

(5) Temporary Assignments for Water Treatment Operators

Management may for operating reasons fill on a temporary basis for up to 60 days positions normally considered to be bid positions following which the positions shall be bid in accordance with Appendix G of this MOU.



(6) Temporary Assignments for Water Utility Operators

If Management determines that the duties of a vacated bid position must be performed, and the only qualified employees are in bid positions, Management may temporarily reassign the least senior qualified employee from a bid position for a period not to exceed eighty (80) working days.

V. ELIGIBILITY

(1) Eligible Bidder

Personnel covered by this bid plan shall become eligible bidders for a vacancy upon completion of probationary period in the Civil Service class; except that an employee who has not completed their probationary period, may submit tentative bids. Should no eligible bidder submit a bid, the tentative bids may be considered for filling the vacant position.

(2) The Assistant General Manager may determine that successful bidders and appointees in the Aqueduct and Reservoir Keeper class are ineligible to bid on vacant positions in the same class and pay grade for a period of one year whenever housing and moving expenses are provided by the Department and for a period of 6 months if housing and moving expenses are not provided by the Department. Under these same conditions, other classes may be determined ineligible for a period of 6 months.

(3) Reassignment under the Bid Plan

All reassignments made under Bid Procedures shall be subject to the MOU and to the rules of the Civil Service Commission.

VI. POSITION BID PROCEDURE

(1) Notification

Every person in the class shall be notified of a vacancy or a notice shall be posted for a period of seven (7) calendar days in each work location where employees of the affected Civil Service class report.

(2) Announcements

Announcements will indicate the opening and closing dates and the person for receipt of bids and shall include any special qualifications for the position. With respect to each position open to bid, the announcement shall designate the pay grade, location(s) and the shift schedule(s) (also relief shifts or rotating shifts if applicable). It shall designate the normal days off (schedule) and indicate the availability of housing where applicable.

(3) Position Bid Forms

In order facilitate administration a standard form will be supplied on which applicants will indicate the position bid, and the order of choice where more than one position is bid. A separate form shall be filled out for each position bid. Bids or cancellations will be considered valid if received or bear a postmark which is prior to 12 midnight of the closing day as announced.

(4) Award

- (a) Each vacancy open for bidding shall be awarded to the eligible bidder having the best qualifications, consistent with the most efficient operation of the system and with due consideration given to: seniority, Department affirmative action goals, training, experience, attendance record, prior work performance and demonstrable abilities required for the position. All selection criteria will be job related. Preference will be given first to those eligible bidders in the same pay range or higher pay range in making awards.

If the bidder with the highest score declines the position, the bidder with the next higher score will be offered the position.

When selection is by interview and/or performance test, existing Department procedures will be utilized.

- (b) Notice of all bid awards shall be posted at each work location where employees of the affected Civil Service class report.
- (c) If no bids are received for a vacancy, the position may be filled selection from a Civil Service Eligible List, or by emergency appointment.

VII. SUPERVISION AND ADMINISTRATION

(1) Bid Award Review

A review of bidders' qualifications for appointment to a vacancy will be by the Business Group Manager or Business Team Supervisor.

(2) Protest Procedure

Any bidder, who is nonselected for the position for which a bid was submitted shall be entitled to receive a written explanation for their nonselection and may request an interview with the Business Group Manager or Business Team Supervisor for further discussion concerning the award. A nonselected senior bidder may submit a written grievance to the first level of review after discussion with the Business Group Manager or Business Team Supervisor in accordance with provisions of the Grievance Procedure contained in this Memorandum of Understanding.

VIII. BID SENIORITY

(1) Tabulation of Seniority for Bidding Purposes

All necessary data will be obtained from the Department Personnel Business Group and will be published and distributed to all locations on or near the first of each year. The published seniority is equal to the total time served under regular appointment (not temporary) in class including Probationary Period and assignment in a higher class in the same series.

(2) Prior Service Seniority Credit

Seniority credit earned prior to a separation from DWP service shall be treated as follows:

If an employee is laid off through no fault of their own and is later reemployed, the employee shall not lose any seniority credit for any period of actual service. If, however, the employee has been separated from the service by resignation or discharged for cause, and is again employed, the employee shall receive no seniority credit for service rendered prior to their separation from service.

(3) Suspension

Time while on a suspension of 30 days or more shall be deducted from the seniority tabulation.

(4) Leaves of Absence

- (a) Time on Leave of Absence (without pay) for personal reasons except for Union business, cumulatively exceeding thirty (30) days in any calendar year, shall be deducted from seniority
- (b) Disability and military leaves will be included in seniority.

(5) Correction of Seniority Tabulation

The seniority tabulation, is for use in bidding only. The tabulation will be revised annually and posted. Where errors are believed to exist in the seniority tabulation, the statement of such errors should be made in writing and referred through regular supervision channels to the Personnel Business Group for a check. If the claim is found valid, the necessary corrections will be made.

APPENDIX G1

"D" WATER TREATMENT OPERATIONS  
 STEAM PLANT AND WATER SUPPLY UNIT BID PLAN  
(INCLUDES POSITION DESCRIPTION FOR DDR NO. 93-58108)

For the "D" Water Treatment Operator, all positions are included in the Bid Plan except that there will be a maximum of three unbid positions at the Metro District as follows:

POSITION #1	Reporting Location:	Metropolitan District*
	Normal Work Hours:	7:00 A.M. to 3:30 P.M.
		With 30-minute lunch period
	Work Schedule:	2, 5, 5, 2 or 5, 2
	Duties:	Specific assignment will require operation and maintenance of water treatment facilities and equipment as directed by supervision.
POSITION #2	Same as POSITION #1	
POSITION #3	Same as POSITION #1	
POSITION #4	Same as POSITION #1	
POSITION #5	Same as POSITION #1	
POSITION #6	Same as POSITION #1	
POSITION #7	Same as POSITION #1	Except A.M. Shift
	Normal Work Hours:	12:00 A.M. to 8:00 A.M.

\*Refers to general reporting location.

APPENDIX G2

"C" WATER TREATMENT OPERATORS  
 STEAM PLANT AND WATER SUPPLY UNIT BID PLAN  
INCLUDES POSITION DESCRIPTION FOR DDR NO. 93-58137

For the "C" Water Treatment Operator, all positions are included in the bid plan except that there will be maximum of one unbid position at the Los Angeles Aqueduct Filtration Plant, as follows:

POSITION #1	Reporting Location:	Los Angeles Aqueduct Filtration Plant*
	Normal Work Hours:	6:00 A.M. TO 2:00 P.M.
		With lunch on-site
	Work Schedule:	2, 5, 5, 2 or 5, 2
	Duties:	Specific assignment will require operation and maintenance of water treatment facilities and equipment as directed by supervision.
POSITION #2	Same as POSITION #1	
POSITION #3	Same as POSITION #1	
	Normal Work Hours:	2:00 P.M. to 10:00 P.M.
POSITION #4	Same as POSITION #1	
	Normal Work Hours:	10:00 P.M. to 6:00 A.M.
POSITION #5	Same as POSITION #1	Except relief of Position #3 as needed.
POSITION #6	Same as POSITION #1	Except relief of Position #4 as needed.
POSITION #7	Same as POSITION #1	

\*Refers to general reporting location.

APPENDIX G3

"B" WATER TREATMENT OPERATORS  
 STEAM PLANT AND WATER SUPPLY UNIT BID PLAN  
(INCLUDES POSITION DESCRIPTION FOR DDR NO. 93-58101)

For the "B" Water Treatment Operators, there are three (3) positions included in the Bid Plan as follows:

POSITION #1	Reporting Location:	Metropolitan District*
	Normal Work Hours:	7:00 A.M. to 3:30 P.M. With 30-minute lunch period
	Work Schedule:	2, 5, 5, 2 or 5, 2
	Duties:	Lead operator who provides expert knowledge, abilities and skills to operate, maintain and improve operations in the absence of a Water Treatment Supervisor.
POSITION #2	Same as POSITION #1	
POSITION #3	Same as POSITION #1	Except shift and work schedule.
	Normal Work Hours:	12:00 A.M. to 8:00 A.M.

\*Refers to general reporting location.

APPENDIX G4  
 "A" WATER TREATMENT OPERATORS  
 STEM PLANT AND WATER SUPPLY UNIT BID PLAN  
INCLUDES POSITION DESCRIPTION FOR DDR NO. 93-58138

For the "A" Water Treatment Operators, there are six (6) positions included in this bid plan as follows:

POSITION #1	Reporting Location:	Los Angeles Aqueduct Filtration Plant*
	Normal Work Hours:	6:00 A.M. TO 2:00 P.M.
		With lunch on-site. Relief of Position #3 as needed.
	Work Schedule:	2, 5, 5, 2 or 5, 2
	Duties:	Lead operator who provides expert knowledge, abilities and skills to operate, maintain and improve operations in the absence of a water treatment supervisor.
POSITION #2	Same as POSITION #1	Except relief of Position #4, as needed.
POSITION #3	Same as POSITION #1	
	Normal Work Hours:	10:00 P.M. to 6:00 A.M.
POSITION #4	Same as POSITION #1	
	Normal Work Hours:	2:00 P.M. to 10:00 P.M.
POSITION #5	Same as POSITION #1	May relieve every weekend.
POSITION #6	Same as POSITION #1	6:00 A.M. TO 2:30 P.M.

\*Refers to general reporting location.



APPENDIX G5

BID POSITION

AQUEDUCT AND RESERVOIR KEEPERS - WATER SUPPLY BUSINESS UNIT  
STEAM PLANT AND WATER SUPPLY UNIT BID PLAN

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- 1) All positions in the Aqueduct and Reservoir Keeper class on DDR Nos. 93-58111 and 93-58102, within the Water Supply Business Unit will be bid positions.
- 2) One bid position on DDR No. 93-58111 in each of the two Water Supply Business Unit's districts (Northern and Southern) shall be designated as the Aqueduct and Reservoir Keeper relief position for that district. The incumbent of that position, in addition to performing assignments in their work area, shall be required to relieve or assist other Aqueduct and Reservoir Keepers in different work areas of the District as needed. Whenever the Engineer of Aqueduct finds it necessary, because of extraordinary circumstances, or in the interest of safe, reliable and efficient operation of the water system, to create additional relief positions, written notice shall be given in accordance with Appendix G (Steam Plant and Water Supply Unit Bid Plan - Water Services Organization), Section I(1) (Bid Plan-Introduction).
- 3) Notwithstanding any other provisions of Appendix G, Section IV(4) (a) of the Steam Plant and Water Supply Unit Bid Plan - Water Services Organization, all Aqueduct and Reservoir Keeper positions will be awarded in accordance with the following steps:
  - a) First, the bid position will be awarded to the eligible most senior bidder working at that level or higher.
  - b) If no bids are received under 3(a) above, the position may be filled by using one of the options in the following sequence:
    - 1) Selection from Aqueduct and Reservoir Keepers who are serving probation (tentative bidders);
    - 2) Selection from candidates on the Aqueduct and Reservoir Keeper Civil Service Eligible List;
    - 3) Selection from eligible employees working at the level of the vacant position or higher who did not bid but wish to be considered for the position;

- 4) Temporary voluntary reassignment, in accordance with Article 14 of the Steam Plant and Water Supply Unit MOU, of an employee who did not bid for the vacant position;
  - 5) Reversion from other Department of Water and Power classification to Aqueduct and Reservoir Keeper class.
  - 6) Emergency appointment.
- c) Movement from a lower pay level (DDR No. 93-58111) to a higher pay level (DDR No. 93-58102) in the class of Aqueduct and Reservoir Keeper will continue to be by selection interview in accordance with the Department's Selection Interview Handbook.

APPENDIX G6

WATER UTILITY OPERATOR BID PLAN

All positions in the Water Utility Operator class that require permanent full-time assignments in the area of pumping station and reservoir surveillance runs, pumping station or well maintenance runs, and LAUSDAC control room duties, will be bid positions.

Step 1. Bid seniority for those entering the class of Water Utility Operator prior to September 30, 1990, will be tabulated by adding seniority as an E.P.P.O or A&R Keeper to the Water Utility Operator seniority.

Step 2. On or after September 30, 1990 all persons accepting a position as a Water Utility Operator will start with zero seniority.

APPENDIX H

STEAM PLANT ASSISTANT PROGRAM

In accordance with Section 5.30 of the Rules of the Civil Service Commission, said Commission has designated all positions described by the following DDRs and allocated to the Civil Service Class of Steam Plant Assistant, Code 5622, as "four year" temporary training positions.

DDR No.	Working Title
82-83804	Controls Trainee
82-83704	Maintenance Trainee
82-85602	Operations Trainee

In order to allow the best possible advancement opportunities and at the same time maintain the integrity and training concept of the "Assistant" program, the Department will wherever possible:

1. Give Advisory Examinations yearly.
2. Allow Steam Plant Trainees or previous Steam Plant Trainees with at least 18 months' incumbency at the time the examination is given, and where training status is satisfactory, to take the examination. Satisfactory training status is defined as having completed the minimum acceptable number of drawings, check-offs and home study course chapters required for each 6-week evaluation period, and having a satisfactory supervisor's evaluation grade. However, an individual cannot be promoted, except in an emergency, until two years' experience is completed. Suitable outside experience may be substituted for Department experience up to a maximum of one year in order to qualify to take the advisory examination. The outside experience time allowed for the purpose of qualifying to take the examination will not count toward establishing a candidate's date of availability. That time must be established based only on Department experience.
3. Allow Steam Plant Trainee to take the Advisory Examinations until completion of a maximum of four years to achieve a passing grade within four years will result in immediate termination.

4. When an Advisory Examination is given, the scores shall be merged with scores of those individuals remaining on the list from previous exam(s) to make one combined list. An individual already on the list may take ensuing exams in order to improve their position. However, if an employee does not take an ensuing examination, their name will be dropped from the list.
  
5. Advisory Examination scores and numerical ranking shall be posted in all work locations.

All individuals who achieve a passing grade in the Advisory Examination and are not immediately promoted, will be appointed to permanent DDRs in Class Code 5622 and, therefore, begin the 6-month Civil Service probationary period. However, except in all emergency, no one will be appointed to a regular position until completing two years of experience as a Steam Plant Trainee.

## APPENDIX I

### GENERATING STATION PERSONNEL DEFINITION OF SATISFACTORY TRAINING

This Appendix defines satisfactory training progress for all levels for purposes of:

1. Bidding eligibility
2. Qualifying for Advisory Examinations
3. Selection from Civil Service Lists or Advisory Lists
4. Qualifying for advancement from Assistant Control Operator to Control Operator
5. Disciplinary action should station management deem it necessary.

#### A. Composition of Training Program

The training program for each level may include the following:

1. Drawings
2. Checkoffs
3. Home Study Course
4. Operating Problems
5. Progress Exams
6. Performance Tests

The training required and the time to complete the training program will be defined and prorated to establish six-week grading period requirements. The training and time requirements will be posted on each employee's "Performance Standards and Training Progress Record" card, along with their actual progress. An employee's training is satisfactory if it is no more than one six-week period behind the requirements for their current level of experience; and, where applicable, the employee achieves an overall passing score on the progress exam, performance tests and home study course.

Completion requirements for each training program must be met within two periods following scheduled completion or the employee will be considered unsatisfactory. The employee's training will continue to be considered unsatisfactory for each subsequent period until all training is completed. Due consideration will be given to disability and vacation breaks that occur during the 6-week period.

B. Available Programs

In addition to Maintenance and Instruments and Controls, there are currently six distinct training programs available in Operating:

1. Scattergood Units 1 and 2
2. Scattergood Unit 3
3. Harbor - All Units
4. Haynes Units 1 through 4
5. Haynes Units 5 and 6
6. Valley - All Units

C. Portability Between Programs

If an employee transfers to a different training program, the training from the previous program is retained. However, the employee must also maintain a satisfactory rate of training for the new program. When the combined totals for the two programs reaches 100 percent, the employee will begin to lose points from the first program at a rate equal to the required rate of progress. Credit earned in the new program must offset the diminishing old training to maintain satisfactory training status. Items which are identical in two programs (some checkoffs, operating problems, and the Home Study Course) will be credited only once.

D. Portability Within a Program When Promoting

Drawings, Home Study Course chapters, progress exams and operating problems completed will normally and automatically be credited forward. New checkoffs reflecting the higher level of responsibility will be given. Station management may credit checkoffs forward if for these items no higher level of knowledge or skill is required and the employee is known to possess the knowledge and skill required.

E. Extended Absence

An employee having an extended absence from duty or unusual working conditions which preclude normal training progress may request deferral of one or more training periods to cover such occurrences. The station superintendent shall have the authority to award such extra time for training.

APPENDIX J

CREW 1 SCHEDULE CHANGE

Employees in Steam Generating Stations who receive a work schedule change from a five (5) and two (2) schedule to a Crew 1 assignment shall receive, in addition to the regular pay for the first eight (8) hours worked on the Crew 1 assignment, a penalty payment equivalent to four (4) hours at the straight-time rate.



APPENDIX K

LONGEVITY PREMIUM FOR CERTAIN  
JOURNEY CRAFT CLASSIFICATIONS

Steam Plant and Water Supply Unit

<u>Class Code</u>	<u>Class Title</u>
5813	Aqueduct and Reservoir Keeper
3843	Instrument Mechanic
5624	Steam Plant Operator
5630	Steam Plant Maintenance Mechanic
5885	Water Treatment Operator
5854	Water Utility Operator

EXHIBIT A

SHOP STEWARDS

STEAM PLANT AND WATER SUPPLY UNIT  
 LOCAL UNION 18, I.B.E.W.

<b>HAYNES GENERATING STATION</b>	Duffin, Gary
	Fowler, Brenda
	Holmes, Thomas
	Hoover, John R.
	Pokorski, Jon
	Smith, Mark
<b>HARBOR GENERATING STATION</b>	Morones, Joe
	Shary, Richard
<b>VALLEY GENERATING STATION</b>	Billinger, John
	Smith, Bobby Lee
<b>SCATTERGOOD GENERATING STATION</b>	Gray, Alex
	Harvey, Lloyd
	Lalicker, Russel
	Powers, Michael
<b>WATER SUPPLY</b>	
Kunze, Donald	Bishop
Moore, David E.	LAAFP
Pineda, Jorge L.	LAAFP
Serazio, Brian	LAAFP