

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

Supervisory Technical and Business Administration

July 28, 2003

Through

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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 28, 2003, by the Employee Relations Board of the City of Los Angeles as the majority representative of employees in the Department of Water and Power Supervisory Technical and Business Administration 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 employee 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.

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. 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 or Confidential
Employees

In accordance with Section 3502.5(c) and of the Government Code and agreement of the Parties, the provisions of this Article shall not apply to management or confidential 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. A list of designated confidential employees be shall maintained in the Labor Relations Office.

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 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)

Employees in this bargaining 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 bargaining 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 bargaining 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)

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 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 will 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(e) (6)

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(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 bargaining unit who are called out shall receive a minimum of two (2) hours, paid at the double-time rate or accumulated at the time-and-one-half (1-1/2) rate in accordance with Paragraph 9.1(e) (6).

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 Article 9.3(a) shall not apply to cumulative-hour employees.

9.4 - Disturbance Calls

Supervisors required to conduct Department business initiated or authorized by higher supervision, at any time outside their normal working hours and who are not required to report to a work location shall be compensated one (1) hour at the appropriate overtime rate for each instance for such work performed. More than one instance in the same period for which compensation is provided shall not be considered as separate instances. Compensation provided under this provision shall not be in addition to compensation provided under any call out provision. Disturbance calls received between 12 midnight and 6 A.M. shall be paid at the double-time rate.

Employees who receive disturbance calls and elect to be compensated in accumulated time off, shall do so in accordance with Article 9.1(e) (5).

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 therefore 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(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 1023 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 (4) 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

13(f) (1)

Employees shall be furnished a written notice of their normal work schedule and such schedule shall indicate the distribution of each employee's working time by the days of the week and the hours of the day. In addition, such schedule shall be posted at the normal working locations.

13(f) (2)

The normal work schedule of each employee assigned to work other than Monday through Friday shall indicate which days off are equivalent to Saturday and 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(f) (3)

A work schedule shall not be changed with respect to working hours unless employees affected are notified thereof at least four (4) hours before the end of their last normal workday preceding such change or the employee agrees to the change without such notice, provided, however, that employees assigned to emergency and relief shifts shall not be entitled to such notice. Violation of this provision shall invoke a penalty payment equivalent to four (4) hours at the straight-time rate in addition to any pay received for the first eight (8) hours worked of such change.

13(f) (4)

A work schedule shall not be changed with respect to scheduled days of work unless employees affected are notified at least forty (40) consecutive hours before the time for their reporting for work under the changed schedule or the employee agrees to the change without such notice. Violation of this provision shall invoke a penalty payment equivalent to four (4) hours at the straight-time rate in addition to any pay received for the first eight (8) hours worked of such change.

13(f) (5)

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(f)(6)

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(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 the 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) - Shift Swaps

Management shall give favorable considerations 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(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 employee agrees 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(d) - Travel 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 travel in accordance with provisions as set forth on such Duties Description Records.

14(e) Construction Job Locations

Notwithstanding any provision of this Article in conflict herewith, any employee paid at a daily or hourly rate, shall report at the job location as the Department may direct.

14(f) - 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) - DELETED (08/31/2004)

15.1(c)

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 st
2.	Martin Luther King's Birthday	3 rd Monday in January
3.	Presidents' Day	3 rd Monday in February
4.	Memorial Day	last Monday in May
5.	Independence Day	July 4 th
6.	Labor Day	1 st Monday in September
7.	Columbus Day	2 nd Monday in October
8.	Veterans Day	November 11 th
9.	Thanksgiving Day	4 th Thursday in November
10.	Day after Thanksgiving Day	day after Thanksgiving Day
11.	Christmas Day	December 25 th
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).

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)

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 field work 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.

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 performed 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 - \$.375 per mile effective January 1, 2004;
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 effective July 28, 2003; \$9.24 effective January 1, 2004;
2. For each day driven on Department business - \$7.01 effective July 28, 2003; \$9.24 effective January 1, 2004;
3. All miles driven - \$.375 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 \$.375 per mile rate effective January 1, 2004 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)

The 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 two (2) hour call out only shall be paid one (1) 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 (1) 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 one (1) hour of overtime is worked in continuation of the regularly scheduled normal nine (9) hour day. One overtime meal allowance will be paid when two (2) hours of overtime is worked in continuation of the regularly scheduled normal eight (8) hour day. Should the overtime continue, one (1) additional overtime meal allowance will be paid for each five (5) 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 one (1) hour of overtime is worked in continuation of the regularly scheduled normal day. Should the overtime continue, one (1) additional overtime meal allowance will be paid for each five (5) 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 (1) paid overtime meal allowance after four (4) hours of overtime have been worked continuously and for each five (5) 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, 2004:

Breakfast (including tax and tip)	\$11.26
Lunch (including tax and tip)	\$14.51
Dinner (including tax and tip)	<u>\$20.94</u>
TOTAL	\$46.71

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 therefore 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 therefor 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 therefore 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 therefore at the rate of .375 cents per mile effective January 1, 2004.

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.

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 determined pursuant to Article 31 with the exception of any special provisions setting forth specific dates for compliance. The term of this MOU shall continue until the 30th day of September 2005, and for additional periods of one (1) 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 30th 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 30th 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 \$823.76 a month, through June 30, 2005, 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 \$823.76 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 beginning July 28, 2003 through June 30, 2005 will not exceed \$118.56 per month for family coverage.

Effective July 28, 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, 2004:

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) work days 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 and A-2.

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

The salary ranges as established in Appendix A-2 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, A-3, A-4, and A-5 that are in the same Civil Service class and at the same wage level.

30.4 - Supervisory Differential

Effective July 28, 2003, notwithstanding any other provision of this MOU, a bona fide supervisory employee in a class which has its compensation fixed by range number, shall be paid at a rate at least two premium levels higher than the rate of the highest paid subordinate under his or her charge.

For the purposes of this Article, "bonafide supervisory employee" means a full-time, regularly assigned supervisor with full administrative and technical authority to assign, review and approve work of his or her subordinates, and to impose discipline. The rates to be compared in determining the supervisory differential shall be the maximum salary rates of the salary ranges prescribed for the authorized and allocated classes of the bonafide supervisor and the subordinate, excluding any premiums, bonuses, or working condition differentials.

The City Administrative Officer shall investigate all employment situations described by this Article and shall notify the Controller whenever a supervisory differential shall be paid pursuant to this Article.

ARTICLE 31 SCOPE OF IMPLEMENTATION

This MOU 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 MOU 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 MOU 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.

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

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 Upgrades

33.3(a)

When a supervisor is temporarily absent from duty and the operating needs of the Department require their replacement, the replacement shall be accomplished under existing

procedures and shall be for a duration of five (5) days or less.

When a supervisor is absent for more than five (5) days and operating needs of the Department require their replacement, the replacement shall be accomplished under applicable Department and Civil Service rules.

It is not the intent of this Article to allow crews in the field without proper supervision.

33.3(b)

When two or more supervisors are assigned to the same job and it is necessary to designate one supervisor, such supervisor shall receive in addition to other compensation, a pay differential of five percent (5%) of 1/2088 of their annual scheduled salary for each hour worked during their normal work schedule and five percent (5%) of the applicable overtime rate for each hour of overtime worked.

33.4 - 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/COMPENSATION

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.

34.1 REIMBURSEMENT FOR PROFESSIONAL REGISTRATION

34.1(a)

Any employee in this Unit who is required to maintain a State of California Professional Registration as a condition of employment, shall be reimbursed by the Department for the cost of such registration upon presentation by the employee of a paid receipt for such cost.

34.1(b)

Any employee in this unit who is required to maintain a Professional Registration, from a State other than California, as a condition of employment, shall be reimbursed by the Department for the cost of such registration upon:

34(b) (1)

Verification by the employee's division that the Professional Registration is required as a condition of employment, and

34.1(b) (2)

Presentation by the employee of a paid receipt for such cost.

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 9th 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 twenty-one (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 paygrade.
- 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 July 28, 2003 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 Supervisory Technical and Business Administration Unit Memorandum of Understanding on this _____ day of _____, 2004 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

Acting General Manager
of the Department of
Water and Power

President

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

APPENDIX A-1

SALARY RANGES EFFECTIVE OCTOBER 1, 2003

Cost-of-Living of 5% to be paid for the period beginning October 1, 2003.

APPENDIX A-2

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%.

SALARY FOOTNOTES

(Supervisory Technical and Business Administration Unit)

Footnote 1: No more than five (5) employees occupying any position identified by DDR Nos. 72-72035, 72-72036, Principal Civil Engineering Drafting Technician (Class Code 7219); and 94-75035, Principal Electrical Engineering Drafting Technician (Class Code 7531); and 94-75037, Principal Mechanical Engineering Drafting Technician (Class Code 7550), when assigned to direct drafting activities in an Energy Services Organization engineering section, shall be paid at the second premium level above the appropriate step rate established for the DDR. One employee occupying a position identified by DDR 72-72065, Principal Civil Engineering Drafting Technician (Class Code 7219), in the Energy Distribution Business Unit, shall be paid at the second premium level above the appropriate step rate established for the DDR.

APPENDIX B
CONTRACTING OUT

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

- 1) As an alternative to contracting out, the DWP shall use at least ten percent (10%) overtime to meet maintenance and business needs.
- 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

PART-TIME EMPLOYEE PROGRAM

The parties agree that the following terms and conditions shall be applicable to employees assigned to the Part-Time Employee Program.

1. Eligibility:

For regular, full-time, non-supervisory employees who have been employed at the Department of Water and Power (DWP) for at least the past two (2) years. Approval to work part-time under this pilot program is at the sole discretion of Department Management. Supervisory employees are defined as employees whose Duties Description Record (DDR) requires that they supervise.

2. Justification:

The part-time program is designed to meet employee family dependence, medical or educational needs.

3. DDR and Classification:

Part-time employees will remain on their existing DDR and classification, but will be identified as (P.T.) for pay and benefit entitlements. Form No. 2346 will initiate part-time status.

4. Time Limitations:

Approval of an employee's request for part-time employment is based on a full six (6) month period starting on the beginning of the pay period prior to January 1 or July 1. Requests for approval or extensions for part-time work must be submitted by December 1, or June 1 for the subsequent six (6) month period.

5. Approvals:

All requests for part-time employment and requests for extensions must be submitted in writing to the immediate supervisor for Division head approval. A denial of the initial request or request for extension cannot be used as a basis for a grievance.

Management will, however, provide those employees whose requests have been denied a written response within ten (10) calendar days of the date required for submittal.

6. Hours of Work:

Part-time employees shall be scheduled for the day shift unless an alternate shift is approved by Management. Work schedules shall be fixed by Management and shall consist of at least four (4) hours per day worked and at least twenty (20) hours per week. Employees shall not work more than nine (9) hours per day. No work shall be performed on Saturdays, Sundays or holidays. Requests for changes in work schedule should be submitted thirty (30) calendar days in advance although exceptions may be considered for emergencies.

7. Overtime:

No overtime is permitted. Use of accumulated overtime is also not permitted while on this program.

8. Absence from Duty [10(b)(1)]:

All absence from duty with pay will be reduced by fifty percent (50%) of the time allowed*. For purposes of this calculation, the yearly entitlement (January to December) of 10(b)(1) shall be divided into six (6) month increments of twenty (20) hours each. For example, an employee starting in January on the part-time program will be entitled to ten (10) hours for the six (6) month period. Upon returning to a full-time position in July, the employee will receive an additional twenty (20) hours of 10(b)(1) entitlement plus any time carried over from the ten (10) hours allotted during the part-time period.

9. Holidays:

Holidays and holiday allowances falling on a scheduled work day are paid at fifty percent (50%) of the full-time regular employee entitlement.

10. Vacations:

Part-time employees shall accrue vacation credits prorated on the basis of the number of hours scheduled to work in relationship to the hours accrued for full-time employment.

11. Health Plans:

Maximum DWP Health/Dental subsidies for part-time employees are calculated at 50 percent (50%) of a regular full-time employee. Maximum DWP health plan subsidy is based on the amount of the current Kaiser family plan rate; the maximum dental plan subsidy is the rate for "employee only" coverage.

12. Sick Days and Disability:

Sick day accrual and disability benefit payments shall be reduced by fifty percent (50%). For purposes of this calculation, the yearly entitlement (January to December) of sick time shall be divided into six (6) month increments, i.e., twenty (20) hours for a full-time position per six (6) months and ten (10) hours for a part-time position per six (6) months. Employees receiving reduced disability benefits shall revert to full-time status on the first day of the pay period following the 30th calendar day on the Disability Plan*.

13. Retirement and Death Benefit:

Retirement service credit and employee contributions shall be reduced by fifty percent (50%). Death benefit and family death benefit provisions shall remain unchanged.

14. Jury Service:

Jury service to be paid per work schedule less fee.

15. Association Dues:

Agency fees shall be based on full-time employee salary and will not change when employee becomes part-time.

16. Military Leave:

Military leave shall be paid as per work schedule for thirty (30) days.

17. Bid:

Part-time employees may bid on other positions but must remain on part-time status until completion of the six (6) month period. Acceptance of a bid position must meet the operating needs of the Division.

18. Reassignment:

Part-time employees cannot be temporarily reassigned.

19. Travel:

Travel shall be discouraged but not prohibited. Travel and meal allowances will remain the same.

20. Tools:

Uniform and tool allowances will remain the same.

21. Call Out:

Part-time employees are prohibited from being called out.

*Should Management authorize participation in this program prior to January 1, 1993, computation of 10(b)(1) time and sick days shall be based on fifty percent (50%) of the balance of unused hours for these benefits.

APPENDIX E

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-Basin 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.

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