

MEMORANDUM
OF
UNDERSTANDING

Between

THE CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER

and

LOS ANGELES WATER AND POWER
DISPATCHERS ASSOCIATION

Load Dispatchers Unit

January 1, 2009

through

December 31, 2013

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ARTICLE 1

MANAGEMENT - ASSOCIATION RELATIONSHIP

A. Continuity of Service to the Public

The Los Angeles Department of Water and Power (hereinafter referred to as LADWP or Department) 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 Los Angeles Water and Power Dispatchers Association (hereinafter referred to as Association) as the exclusive representative of the employees in the Load Dispatchers Unit (hereinafter referred to as Unit).

During the term of this Agreement and during the negotiation of a successor Memorandum of Understanding (MOU), Management agrees that there will be no lockout. The Association agrees on behalf of itself and the employees represented by it that there are legal restrictions imposed by law regarding strikes and other types of concerted actions, and in recognition of that fact agrees that there will be no concerted failure to work or slowdown which would interfere with the Department's business, or other actions which result in any way in the withholding of services. The Association further agrees that, should any such acts be committed by any employee or employees, it will work with the Department to effect the cessation of said acts.

It is mutually understood and agreed that the Department has the right to impose discipline and, in that regard, shall have the right to take disciplinary action, including discharge, against any employee who participates in any manner in any strike or slowdown, withholding of services, picketing in support of a strike, or other concerted action.

The provisions of this Article are additional to and shall not detract in any way from the restrictions imposed by law on strikes and other types of work stoppages by public employees. Additionally, the Association agrees that should the aforementioned legal restrictions on strikes and work stoppages be removed, the provisions of this Article shall remain in effect. The intent of the Parties in this Article is the same as it was when the 1977-79 MOU was signed.

B. Mutual Pledge of Accord

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 MOU to promote and ensure harmonious relations, cooperation and understanding between the Department and the employees represented by the Association and to establish and maintain proper standards of wages, hours, and other terms and conditions of employment.

C. Extraordinary Working Conditions

The Parties recognize that extraordinary working conditions may arise as the result of a work stoppage and that it may be necessary for Load Dispatchers and Senior Load Dispatchers to perform duties other than those normally performed in an effort to maintain the continuous supply of water and electricity, including activities necessary to prepare in advance for the possibility of such a disruption of the Department's services.

(a) Obligations of the Association

The Association, on behalf of its membership and in reliance on the authority vested in the General Manager and Chief Engineer under Charter Section, agrees to ensure, to the best of its ability, that individuals it represents:

- (1) Will not take part in a work stoppage proclaimed by any employee organization; and
- (2) Will participate to the fullest extent in the employer's plans to maintain service during extraordinary emergency conditions.

(b) Obligations of the Employer

(1) Personal Injury and Liability Insurance

The employer agrees that the provisions of Section 8.5 of the Department's Working Rules relating to self-insurance for its officers and employees who may incur personal injury and/or liability while acting within the course and scope of their employment, hereby specifically include full indemnification of Load Dispatchers and Senior Load Dispatchers while performing tasks under extraordinary working conditions.

(2) Loss Indemnification

The Employer agrees to indemnify Load Dispatchers and Senior Load Dispatchers for any loss of personal property or damage to real property resulting from acts, which occur during the time of or after, and/or are considered to be related to, a work stoppage.

(3) Compensation

Notwithstanding Article 13 to the contrary, whenever a Load Dispatcher or Senior Load Dispatcher is directed by Management to work overtime to prepare for the possibility of a work stoppage by any employee organization, or whenever a Load Dispatcher or Senior Load Dispatcher is required to remain on duty or on the Department's premises in order to maintain Department operations during a work stoppage, such Load Dispatcher or Senior Load Dispatcher will be considered to be on duty during all such hours and shall be paid at the rate of time and one-half. If any other provision in this MOU provides greater overtime compensation that provision shall prevail.

(c) Out-of-Class Protection

The Parties agree that any Load Dispatcher or Senior Load Dispatcher performing any and all duties as may be required during extraordinary working conditions shall be considered by the Parties to be working within his or her regular Civil Service Class.

ARTICLE 2

RECOGNITION

Management hereby recognizes the Los Angeles Water and Power Dispatchers Association as the exclusive representative of the employees in the Load Dispatchers Unit, for which the Association was certified as the majority representative by the Employee Relations Board on September 24, 1975. The Association shall be the exclusive representative of employees in the Load Dispatchers Unit, subject to the right of the employee to represent himself.

ARTICLE 3

LANGUAGE - MEMORANDUM OF UNDERSTANDING

The term "General Manager" shall be understood to refer to the General Manager of the Los Angeles Department of Water and Power. The terms "Department or LADWP" shall be understood to refer to the Los Angeles Department of Water and Power. The terms "Management" or "employer" shall be understood to refer to the General Manager or his designee as the management representative on matters for which the Board of Water and Power Commissioners is the determining body and the City Administrative Officer as the management representative on matters for which the City Council is the

determining body. The term "Association" shall be understood to refer to the Los Angeles Water and Power Dispatchers Association.

Throughout this Memorandum of Understanding, hereinafter referred to as MOU, the use of any pronoun shall be understood to include both masculine and feminine gender, plural and singular as appropriate.

The term "employee" shall be understood to refer to an employee in the Load Dispatchers Unit, hereinafter referred to as Unit, plus any additions to and less any deletions from the Unit heretofore or hereafter made by the Employee Relations Board.

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 Association.

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, association activity, national origin, ancestry, political belief or sexual orientation.

ARTICLE 5

GRIEVANCE PROCEDURE

Definitions

A grievance is defined as any dispute concerning the interpretation or application of this written MOU 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, the 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. While it is understood that an employee may be represented by a representative of his choice in the Grievance Procedure, once an employee has elected Association representation in a grievance, the Association shall remain that employee's representative throughout all steps of the Grievance Procedure.
- d. 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 Employee 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 Association of any non-Association-represented grievance filed. An Association Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If a Representative elects to attend said grievance meeting, he shall inform the Labor Relations Office of that fact. The Association is to be notified of the resolution of all formal grievances.

Each grieving employee shall advise the Superintendent of Load Dispatching at the time a grievance initiation or grievance appeal is filed in accordance with this Article. A copy of the grievance initiation or grievance appeal shall serve this purpose.

- f. An employee who files a grievance and elects representation by the Association shall be permitted to testify in any step of the Grievance Procedure. However, if at any step of the Grievance Procedure either the Association or Management calls the employee filing the grievance to testify regarding said grievance, he shall be called and questioned and excused at the conclusion of his testimony.
- g. Expedited arbitration and/or a bench decision may be used by mutual agreement.

Procedure for Association-Represented Grievances

The procedure for Grievances represented by the Association shall be as follows:

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 to resolve the issue. Both the Association and Management recognize that the Mutual Gains Process is a valuable tool and that it, or a similar conflict-resolution process, shall be used.

I. Informal Step

- The grievant and/or the Association will meet informally with the appropriate supervisor/manager to resolve all issues within their level of authority.
- It shall be the responsibility of the employee or the Association to indicate that the subject of the discussion is a grievance and to specify the MOU Article or rule allegedly violated.
- The grievant and/or the Association 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 Association should have reasonably been aware of the incident.
- The grievance shall be considered waived if not presented within the fourteen (14) calendar day time limit.
- It is the intent of the Parties that responses be given to the grievant and/or the Association as soon as possible, but, due to special circumstances or length of investigations, supervisors/managers will have up to ten (10) working days to respond.
- If the grievance is not resolved at the informal step, a formal grievance may be filed within five (5) working days of the response.

II. Formal Step

- The Association and Management will designate representatives to be members of a local Grievance Resolution Board (GRB) to participate in

discovery of relevant information, and to gather, analyze, and document facts, and to attempt to resolve the grievance.

- The Board should consist of:
 - Two (2) members of the Association Executive Board or their representatives and
 - One Labor Relations Representative and one member of Management.
 - The size of the Board may be adjusted by mutual agreement.
- The GRB has the authority to resolve the issue(s).
- A joint statement of facts and/or decision will be rendered within twenty (20) working days from the receipt of the written grievance. The joint statement of facts shall be forwarded to all subsequent levels of appeal.
- If the grievance is not resolved at this step, the grievance may be appealed to the next step within five (5) working days of the response.

III. Review - Division Level

- An Association representative and the appropriate Division Director or designee will meet to review unresolved cases.
- A decision and written report will be issued within twenty-five (25) working 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 five (5) working days of the response.

IV. Review - Department Level

- The Association President or his designee and the General Manager or his designee will meet to review and resolve cases referred to them from the Division level.
- A decision and written report will be issued within twenty-five (25) working 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 ten (10) working days of the response.

V. Arbitration

In the event the Association is not satisfied with the decision of the General Manager or his designated representative, the Association may serve upon the Labor Relations Office a written request for arbitration on the form provided by the Department. The request for arbitration must be filed within twenty-one (21) calendar days following the date of service of the written decision of the General Manager. Failure of the Association to file such written request within said period shall constitute a waiver of the grievance and concurrence in the grievance settlement.

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 employee 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 and those incurred at the direction 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.

Procedure for Non Association Represented Grievances

The procedure for grievances not represented by the Association shall be as follows:

Initial Step - Informal Discussion

The grievant shall meet and discuss the grievance with his immediate supervisor and the Superintendent or Assistant Superintendent of Load Dispatching on an informal basis in an effort to resolve the grievance. It shall be the responsibility of the employee to indicate that the subject of the discussion is a grievance and to specify the MOU Article or rule allegedly violated.

Said grievance shall be considered waived if not so presented to the Superintendent or Assistant Superintendent of Load Dispatching, or the immediate supervisor within fourteen (14) calendar days from the date of the occurrence upon which the grievance is based or within fourteen (14) calendar days following the date when the grievant should have reasonably been aware of the occurrence of the grievance.

The Superintendent or Assistant Superintendent of Load Dispatching shall respond within fourteen (14) calendar days following his meeting with the grievant. Failure of the Superintendent or Assistant Superintendent of Load Dispatching 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 a grievance is not settled at the initial step, the grievant may serve written notice of the grievance on a form 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 and concurrence in the grievance settlement.

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 and concurrence in the grievance settlement.

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 and concurrence in the grievance settlement.

If such notice is served, the grievance shall be heard by the General Manager or his designee who will afford the party(s) an opportunity to present oral and/or written arguments on the merits of the grievance within twenty-one (21) calendar days from the date of service. The party(s) involved will then have the opportunity to present oral and/or written arguments on the merits of the grievance. The General Manager or his designee 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

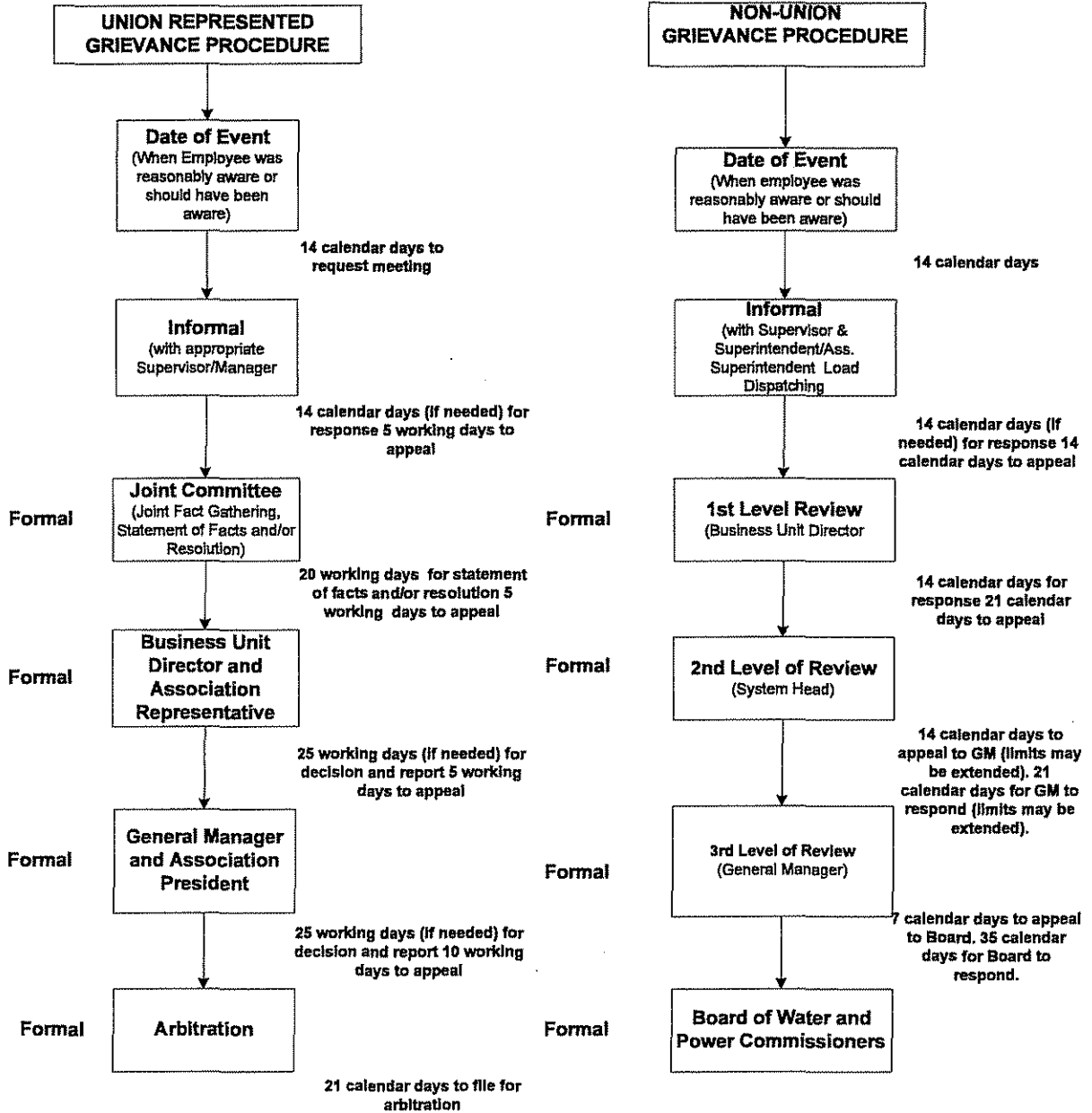
In the event a grievant is not satisfied with the written decision of the General Manager or his designee, then said grievant may seek review by the Board of Water and Power Commissioners. The grievant must serve upon the Labor Relations Office a written notice of appeal on the form provided by the Department 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 and concurrence in the grievance settlement.

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.

See Grievance Procedure Flowchart on the following page.

Grievance Procedure Flowchart



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 and Chief Engineer 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
ASSOCIATION RIGHTS

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

The Association 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 to represent himself in a grievance, the Association shall be notified of the grievance and shall be privy to written material submitted as part of the grievance. The Association 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
USE OF DEPARTMENT FACILITIES

Nothing contained in this Article shall be construed as preventing the Association from using Department facilities on prior approval for the purpose of holding meetings to the extent that such facilities are available to the public, 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.

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 Association will provide or assume the cost of such service(s) or facility.

ARTICLE 9

ASSOCIATION REPRESENTATIVES

The Association shall have the right to appoint members of the Unit as Association representatives. For purposes of this section, Association representatives shall include the Association President, the two Vice Presidents, the Secretary and the Treasurer.

1. An Association representative may request of his supervisor and be given reasonable time during work hours to investigate and process specified grievances and to attend grievance meetings;
2. An Association representative may request of his manager and be granted 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.
3. An Association representative shall be permitted to be present at all counseling sessions which could result in disciplinary action when requested by an employee. If an Association representative's presence is requested by the employee, the meeting will not be conducted until the Association's representative is present.
4. An Association representative shall be permitted to be present at any meeting in which any disciplinary action is to be taken, unless the employee requests that the Association representative not be present.
5. In speaking to employees on the job, the Association representative, on entering a work location, shall inform the supervisor of his 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 Association representative 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 Association representative shall be immediately informed when the employee(s) will be made available.

ARTICLE 10

PAID TIME OFF FOR NEGOTIATING COMMITTEE MEMBERS

The negotiations of successor MOUs are recognized as 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 Association to be part of the 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).

ARTICLE 11

DUES DEDUCTION

The Department hereby agrees to deduct dues 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 Association agrees to indemnify and hold harmless the Department for any loss or damages arising from the operation of this Article. The Department agrees to continue its policy of submitting to the Association a monthly listing of dues-paying employees. The Department further agrees to remit the amounts so deducted directly to the Association or to an account specified by the Association.

ARTICLE 12

BULLETIN BOARDS

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

- A. Notices of Association meetings;
- B. Notices of Association elections and their results;
- C. Notices of official Association business;
- D. Notices of Association recreational and social events;

- E. Any other written material, which has received the prior written approval of the Department by its designated representatives.

A copy of all material to be posted shall be handed to the Engineer of Energy Control or his/her designate for delivery to the Labor Relations Manager. A specified date for removal shall be affixed to any material posted in accordance with this Article.

ARTICLE 13

OVERTIME

13.1 - General Rules

The rules pertaining to overtime payments as set forth in Section 5.4 of the Working Rules shall remain in full force and effect except where altered by the terms of this Article.

It is the intent of the Parties that overtime for all members of the Association will be authorized only in cases of emergency or where Department operations require that such work be performed.

13.2 - Overtime Accumulation/Compensation

- A. Employees covered by this MOU may elect, at the time overtime work is performed, to accumulate overtime credits for such work. Any employee so electing to be compensated in accumulated overtime credits shall accumulate such credits at the rate of one-and one-half hours for each hour worked. An employee who does not elect to accumulate overtime worked as specified above shall be compensated for overtime worked in cash as provided in subparagraph (13.2 B) below.

Employees may accumulate up to a maximum of two-hundred forty (240) hours of overtime credit, and may, with the approval of the General Manager, use such accumulated hours for time off with pay as follows:

Employees who are absent on account of illness or injury may be paid the difference between their net salary and any disability benefit to which they are entitled under the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance 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;

For recuperation or rest;

For any purpose which the Board may approve upon recommendation of the General Manager in each individual case.

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

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

- B. Employees who do not elect to accumulate overtime credits for overtime worked will be paid in cash for overtime worked as follows:
1. With the exceptions shown below, all overtime hours shall be compensated at one and one-half times the straight hourly rate for each hour worked.
 2. Sundays or their equivalents shall be compensated at two times the straight hourly rate for each hour worked.
 3.
 - a. Employees who are required to work within the hours of their normal workday on holidays or holiday equivalents as part of their normal work schedule shall be paid the straight time salary rate for such day and, in addition, shall be paid at the rate of one and one-half times the straight hourly rate for each hour worked.
 - b. All hours worked after eight (8) continuous hours of overtime have been worked shall be paid at the double time rate.
 4. Employees who are required to work on a holiday when their normal work schedule provided for such holiday off shall be paid the straight time salary rate for such day and, in addition, shall be paid at the rate of two times the straight hourly rate for each hour worked.
 5. Each hour worked after eight (8) continuous hours have been worked at the time and one-half rate or after sixteen (16) continuous hours have been worked shall be compensated at two times the straight hourly rate.
 6. Employees shall be permitted to request payment for a minimum of forty (40) hours of earned accumulated overtime at their current rate of pay twice each calendar year commencing on January 1, 2010. Such requests must be made prior to May 1 and October 1, and payment shall be made in June and November, respectively, barring any extraordinary circumstances, which

prevents payment in June and/or November. This provision shall expire on December 31, 2013.

- C. 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 13.1, 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.
- D. When employees, subject to 13.2(C) 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 13.2 (C) above, 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 13.1, 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 eight (8) 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 eight (8) hour regular shift.

13.3 - Scheduled Overtime

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

When scheduled overtime, other than an extension of the regular workday (before or after), is cancelled less than eight (8) hours prior to the time the scheduled overtime is to start the employee shall receive two (2) hours pay at the applicable overtime rate.

13.4 - Call Out

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

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

For those employees who are called out and directed to report immediately 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 seventy-two (72) hours or more from the time the communication is received, shall not be considered a "call out".

13.5 - Distribution of Overtime

Section 5.4(f) (1) of the Working Rules shall be observed as follows:

1. Accumulated Overtime Logs shall be kept and shall include: A data sheet for each employee showing the method used to arrive at the current accumulated overtime total and a status sheet for each Civil Service class showing the current accumulated overtime total for each employee in that Civil Service class. Multiple Logs are to be implemented when needed for operational efficiency.
2. The Logs shall be kept current and available for inspection at all reasonable times. It shall be the responsibility of the Superintendent of Load Dispatch or his designee to make the appropriate entries in the Logs. Entries to the Logs shall be made as soon as possible after each overtime offer is awarded. If a previously awarded overtime offer is cancelled, the associated overtime hours shall be subtracted from the Logs before the next overtime offer is considered. The updated Logs will then be used to award the next overtime offer.
3. Entries in the Logs shall include all overtime hours paid to the nearest one-tenth of an hour: (i.e., 8 hours paid at time-and-one-half will be recorded as 12 hours in the Logs and 8 hours paid at double time will be recorded as 16 hours in the Logs). The entry shall be reduced by any hours of no shift-no pay associated directly with overtime worked. Hours paid in accordance with Articles 13.2 (B) (3) (a) and 13.2 (B) (4) will not be entered in the Logs.
4. Entries in the Logs shall also include scheduled overtime and call-out overtime that is refused. In the event a person is unable to work an overtime shift that had been accepted by him, it will be considered refused overtime.
5. Unsuccessful attempts by supervisors to contact for overtime shall be counted as time refused in the Logs. This provision shall apply whenever the employee cannot be contacted, for any reason including, but not limited to,

an answering machine answers the phone, another family member answers and states the employee is not available to answer the phone, or the caller receives a busy signal.

6. An employee may have a memo on file requesting that they are not normally called for overtime. Any overtime that would have been offered under such conditions will be counted as overtime refused.
7. The employee with the lowest number of hours shall be offered overtime first, except in cases of emergency, or when such an offer would result in the scheduling of 8 hours of work prior to his normal shift (8-BNS). When an offer of overtime would result in the scheduling of 8-BNS, employees so situated would be skipped over and offered the opportunity to work 8 BNS only after all the other employees on the AOTL had been offered an opportunity to work the overtime. It is not considered an emergency when an employee fails to report to work because of illness, provided that employee has given management two or more hours notice, prior to his/her scheduled reporting time, of such inability to report for work.
8. Employees returning from leave of absence, temporary or emergency appointment, disability, or vacation of more than forty-nine (49) days, and any qualified new employee, shall receive an overtime total equivalent to the average of all employees on their AOTL.
9. Effective January 1, 1998 and on January 1st of each year, the overtime hours of all employees in the accumulated overtime log, within each employee group, will be reduced by the number of hours charged to the lowest employee on the list.
10. Overtime will be offered and awarded as far in advance as practical.

13.6 - Limits on Overtime

Three consecutive 16-hour shifts will not be scheduled, except in cases of emergency.

13.7(a) - Standby Pay

Persons employed by the Department in the classifications of Senior Load Dispatcher and Load Dispatcher who are assigned to standby on their off-duty hours, shall receive, in addition to any other compensation provided herein, the sum of one-half (1/2) of one hour's salary per each day of such assignment.

13.7(b) - Disturbance Calls

Senior Load Dispatchers and Load Dispatchers 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. This compensation shall be at the appropriate overtime rate of one hour for each instance of 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.

ARTICLE 14

HOURS OF WORK AND WORK SCHEDULES

14.1 - General Rules

The rules pertaining to hours of work and work schedules as set forth in Section 5.2 of the Working Rules, shall remain in full force and effect except where altered by the terms of the Article.

14.2 - Issuance of Work Schedules

- A. Work schedules shall not be changed with respect to working hours unless the employee affected is notified thereof at least four (4) hours before the end of his last normal workday preceding such change or the employee agrees to the change without such notice; provided, however, that employees assigned to relief shifts shall be notified before the end of their last workday preceding such change.
- B. Any change in a relief shift employee's working hours communicated to said employee while he/she is not on duty shall be considered to be a call out, as defined in Article 13, Section 4, of this MOU.

14.3 - Fair Labor Standards Act

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. An employee's designated workweek may be changed only if the change is intended to be permanent and not designed to avoid the overtime requirements of the FLSA. Management may assign employees to work a five/forty, four/ten, nine/eighty, or other modified work schedule. Management shall have the right to refuse an employee's request to work a four/ten (4/10), nine/eighty (9/80), or other modified work schedule, and to require the reversion to a five/forty (5/40) work schedule, providing

that the exercise of such right is not arbitrary, capricious or discriminatory. The Parties further agree that Management may require employees to change their work schedules (i.e., change working hours, or days off, except the split day) within the same FLSA workweek, as consistent with the Load Dispatchers Bid Plan.

Employees on a 9/80 modified work schedule shall have designated a regular day off (also known as an "ASDO" – Alternate Scheduled Day Off) which shall remain fixed. Temporary changes in the designated 9/80 ASDO at the request of Management or the employee are prohibited unless it is intended for the employee to work additional hours (overtime).

14.4 - Alternate Work Schedules

Management and the Association shall work together in resolving issues related to Alternate Work Schedules.

Alternate Work Schedules should be revenue neutral. There should not be a loss in wages, benefits, or any other compensation for the affected employees. Alternate Work Schedules should not result in a reduction in safety, productivity, efficiency, or customer service for the Department.

Alternate Work Schedules can be effective when agreed upon schedules are implemented jointly and cooperatively. 9/80 and 4/10 Work Schedules will be addressed here, but other types of schedules can be discussed jointly if there is a mutual agreement to do so.

Rules governing the 9/80 and 4/10 work schedules are as follows:

1. Employees on 9/80 will work eight nine-hour days, one eight-hour day, and have one workday off during each two-week pay period.
2. Employees on 4/10 will work four ten-hour days and have one workday off during each workweek.
3. Each employee on a 9/80 or 4/10 shall be provided with a written work schedule, which includes the normal distribution of workdays and days off within the pay period.
4. Employee requests to change their work schedule must be submitted in advance to supervision for approval and may be changed if there is no interference with the employee's work, and if the schedule change is intended to be permanent.
5. Vacation/Sick Time shall be allocated as follows:
 - a. When a vacation/sick day falls on an employee's scheduled eight-hour day, the employee will be charged for eight hours of vacation/sick time.

- b. When a vacation/sick day falls on an employee's scheduled nine-hour day, the employee will be charged for nine hours of vacation/sick time.
 - c. When a vacation/sick day falls on an employee's scheduled ten-hour day, the employee will be charged for ten hours of vacation/sick time.
 - d. When an employee on any schedule is off work for a partial day, the employee may use accrued sick leave, accumulated overtime, or vacation time, if any, to cover such time they were off work.
6. Holidays shall be allocated as follows:
- a. When a designated or floating holiday occurs on an employee's scheduled eight-hour workday, the employee shall be credited with eight hours of paid time off.
 - b. When a designated or floating holiday occurs on an employee's scheduled nine-hour workday, the employee shall be credited with nine hours of paid time off.
 - c. When a designated or floating holiday occurs on an employee's scheduled ten-hour workday, the employee shall be credited with ten hours of paid time off.
 - d. If a holiday occurs on an employee's scheduled day off, the alternate scheduled day off can be exchanged with another workday within the same calendar week.
 - e. When continuous operation, shift or cumulative hour employees are required to work on a holiday or holiday equivalent as part of their schedule of normal workdays, they shall be paid at their straight time rate for all hours worked during their regular shift. All hour(s) worked following the eight hours worked on the holiday shall be compensated in accordance with established overtime provisions.

Provisions for implementing the 9/80 or 4/10 Alternate Work Schedule Agreements:

- 1. It is required that local work site committees be formed, as agreed upon by both Management and the Association, to discuss and resolve local issues regarding Alternate Work Schedules.
- 2. A pilot program will be implemented for a minimum of six (6) months and a maximum of twelve (12) months. At the completion of the trial period, there will be a review of the Alternate Work Schedule program.

3. Consideration will be given to employees in addressing issues such as family care, etc.
4. After agreement has been reached between the Department and the Association, there will be a 30 calendar day period to allow employees time to make alternate arrangements for child care, eldercare, etc., prior to implementation of the program.
5. Consideration will be given to employees' requests and specific circumstances regarding participation in the program. However, the overriding consideration will be the operating needs of the Department.
6. The parties agree that overtime and other rules applicable to employees participating in the alternate work schedules will be consistent with established Department policies and procedures for such schedules and will not result in overtime payments for regular hours in excess of eight hours worked during alternate schedules.
7. The parties further agree that disputes over the practical consequences of this Letter of Agreement are not subject to resolution through the grievance process contained in Article 5 of the Dispatchers Association Memorandum of Understanding (MOU).
8. The Department and the Association agree to identify alternate work schedule requirements on all future bids during the life of the specific pilot program.
9. The specified Alternate Scheduled Day Off (ASDO) will be determined by management to best meet the Department's operating needs, and to keep overtime to a minimum.
10. In the event Alternate Work Schedule issues cannot be resolved by the Local Committee, either Management or the Association may appeal to the Joint Labor/Management Resolution Board at any time during the agreement.
11. Either Management or the Association may end the agreement after a period of time as specified in the applicable agreement, but not less than 45 days, by providing written notification to the other party.
12. Both the Association and Management shall encourage full cooperation from employees and supervision.

ARTICLE 15
ABSENCE FROM DUTY

A. Absence From Duty With Pay

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 Insurance Plan (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:

For personal reasons, provided 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 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 he requests. However, when such a request would result in the employee working less than two (2) hours of his shift, the employee must request the entire day off.

B. Unused Time For Absences With Pay

Employees shall be paid for up to forty (40) hours of unused time off under the provisions of Article 15 A.

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.

C. Family Leave

1. An employee shall be allowed to be absent from duty without pay for a period of up to four consecutive months following either the birth of a child or the placement in the employee's home of an adopted child. This leave shall supplement pregnancy-related disability leave, if any. However, a family leave shall terminate no later than six months after the birth of a child or the placement in the home of an adopted child. Upon return from such leave, the employee shall be returned to the same classification and pay step occupied prior to taking the leave. This subsection shall be limited to natural parents, adoptive parents, or legal guardians and shall apply only to annual-rated, full-time employees.
2. In addition to the benefits provided in C(1) above, the Department agrees to provide the employees covered by this MOU with the Family Medical Leave Act benefits in accordance with applicable Federal legislation and/or State of California or State of Nevada legislation for members employed in those respective States.

The Department will provide either the provisions of the Federal legislation or the State legislation, whichever individual provision provides the greater benefit to its employees.

3. Each 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 22 and Section V D (1) (b) (ii) of the 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.)

Such use will not initiate temporary disability benefits provided in accordance with Article 22 and Section V D (1) of the PLAN.

All conditions and restrictions, such as medical certification, placed upon employees relative to their use of sick leave shall also apply to the use of sick leave for the purpose of attending the illness of his or her child, parent, spouse or domestic partner in accordance with Section 100-10 of the Department Administrative Manual.

ARTICLE 16

HOLIDAYS

The rules pertaining to holidays are set forth in Section 5.6 of the Working Rules and shall remain in effect unless specifically changed in this MOU. Effective April 1, 1986 in accordance with that Section, 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 1st
2. Martin Luther King, Jr. Birthday (3rd Monday in January)
3. Presidents Day – 3rd Monday in February
4. Cesar E. Chavez Day – Last Monday in March*
5. Memorial Day – Last Monday in May
6. Independence Day – July 4th
7. Labor Day – First Monday in September
8. Columbus Day – Second Monday in October
9. Veterans Day – November 11th
10. Thanksgiving Day – Fourth Thursday in November
11. Day after Thanksgiving
12. Christmas Day – December 25th

*This holiday is provided in exchange for the four (4) paid hours of time off traditionally provided on an employee's last regularly scheduled workday before Christmas, as designated by the Board. Note: Should another recognized LADWP employee organization receive the Cesar E. Chavez holiday without the above-referenced exchange, then that provision shall be extended to the employees of this Unit.

Two unspecified holidays may be observed on any scheduled work day within the calendar year, provided that the request for said holiday is 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 incorporated herein by reference, and is made a part of this MOU.

ARTICLE 17

SHIFT DIFFERENTIALS

Each employee who is regularly scheduled to start his normal shift at or after 2:00 p.m. but before 9:00 p.m., shall receive, in addition to all other compensation, a pay differential of 4 percent (4%) of the applicable rate for each hour worked during any such normal shift.

Each employee who is regularly scheduled to start his 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 percent (7%) of the applicable rate for each hour worked during any such normal shift.

Each employee who is regularly scheduled to start his 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.

Each employee who works 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.

Each employee who is regularly scheduled to start his normal shift at or after 2:00 p.m. but before 9:00 p.m. and who performs overtime work on continuation of his normal shift but who is not working all or part of the normal shift of another employee shall continue to receive a pay differential of 4 percent (4%) of the applicable rate for each hour of such overtime worked.

Each employee who is regularly scheduled to start his normal shift at or after 9:00 p.m. but before 4:00 a.m. and who performs overtime work in continuation of his normal shift but who is not working all or part of the normal shift of another employee shall continue to receive a pay differential of 7 percent (7%) of the applicable rate for each hour of such overtime worked.

ARTICLE 18

MILEAGE ALLOWANCE

- A. When an employee uses his personal automobile to conduct Department business as authorized by the General Manager, he shall be paid compensation for such use during each calendar month in accordance with the following schedule:
 - 1. For all miles driven - \$0.55 per mile (as of January 1, 2012);
 - 2. Necessary parking fees or charges, exclusive of the John Ferraro Building;
- B. When an employee is required to have his personal automobile available for use to conduct Department business, he 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 - \$9.24;

2. For each day driven on Department business - \$9.24;
3. All miles driven - \$0.55 per mile (as of January 1, 2012)
4. 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 per mile rate provided above shall be changed to the same amount.
5. The Parties further agree that the above per diem allowance shall be tied to a floating index based upon the price of gasoline and vehicle ownership costs. This information is published annually by the Automobile Club of Southern California and is appended to this MOU as Appendix A.
6. Any employee in this Unit who is approved by Management to receive the per diem allowance shall, as a binding condition of employment, be required to have his or her vehicle available to be driven on Department business.

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

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.

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

ARTICLE 19

MEAL ALLOWANCE

19.1 - Overtime Meals

- 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.

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

- B. Except as provided in the next paragraph, mealtimes, for the purpose of this MOU are hereby fixed at a time two (2) hours after the beginning of the overtime

period and at intervals of five (5) hours thereafter throughout the period of overtime.

With respect to employees who are receiving expenses or allowances for meals away from home in accordance with subsection (c) of the Working Rules Section 5.9, mealtimes are hereby fixed for the purpose of this subsection at times five (5) hours and ten (10) hours respectively after the beginning of the overtime period and at times five (5) hours and ten (10) hours respectively following the scheduled hours of each normal workday, and hours of each normal day off corresponding with such scheduled hours when such hours fall within the overtime period; provided that if a mealtime so calculated falls within the scheduled hours of a normal workday, or within the corresponding hours of a normal day off, it shall not be allowed.

Whenever the Department requires an employee to perform overtime work on a normal workday or on a normal workday off, outside the regular scheduled hours of a normal workday of such employee, it shall provide a meal allowance for mealtimes which commence during the course or at the end of such overtime; provided, however, that employees compensated for overtime in accordance with Section 5.4(e)(2) of the Working Rules, shall be reimbursed for the actual cost of such meals.

Whenever the Department requires an employee to report for the performance of overtime work on a normal day off but within the regular scheduled hours of a normal workday of such employee and when the employee does not receive notification thereof before the end of the preceding normal workday, it shall pay such employee a meal allowance if he works at least four (4) hours overtime; provided, however, that any such employee who is compensated for overtime in accordance with Section 5.4(e)(2) of the Working Rules, shall be reimbursed for the actual cost of a meal without regard to notification, but subject to all of the other conditions of this paragraph (3).

Time consumed in eating overtime meals shall not be reported or considered as time worked except that a maximum of thirty (30) minutes for each such meal period which occurs outside of an employee's normal work schedule shall be reported as time worked for each annual rate employee under the conditions set forth below:

Each continuous-operation and shift employee who is required to continue in the performance of his duties while consuming overtime meals and

Each other employee when the notification to perform overtime work was received after the end of his last normal workday preceding such overtime.

The mealtimes indicated herein are the controlling factor respecting the allowance for a meal. However, the working conditions shall govern the actual time of eating the meal. In every instance, the employee shall be provided the opportunity of eating such meal within an hour and one-half of the indicated mealtimes.

19.2 - Meal Allowances and Accommodations

The rules pertaining to compensation for meals away from home are set forth in Section 5.9(c) of the Working Rules. Supplemental to that section, the following rates of compensation for meals away from home ("on" system and "off" system) shall apply:

Effective July 1, 2009

Breakfast	(including tax and tip)	-	\$13.64
Lunch	" " " "	-	17.58
Dinner	" " " "	-	<u>25.36</u>
TOTAL			\$56.58

Effective July 1 of each subsequent 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).

The Department agrees to provide, in the event of emergency conditions in which individual members of the Unit may be required to remain in the Load Dispatching Headquarters on an extended continuous basis, suitable arrangements for sleeping, recreation, bodily health and welfare for all such personnel both on and off duty and shall make arrangements for all meals and the necessary preparation thereof at Department expense.

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

ARTICLE 20

PERSONNEL FILE

Employees shall be entitled to review the contents of their personnel file at reasonable intervals. Such review shall be permitted, upon request, only during hours when the employee's personnel office is regularly open for business and within three (3) days of such request, except when an employee is assigned to a remote area. No material, which may be the basis for future disciplinary actions, shall be placed in an employee's personnel file until the employee has had an opportunity to discuss with the supervisor such material. Employees shall be supplied with a copy of said material. In the event the employee objects to the inclusion of such materials in the file, a grievance may be

filed with regard to the placement of such material in the personnel file. A Notice to Correct Deficiency will not automatically disqualify an employee's transfer, reassignment or promotion. 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.

Any material which could be the basis for disciplinary action, excluding 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 NTCD before including it as a supporting document in any succeeding disciplinary action.

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.

ARTICLE 21

HEALTH PLAN

The Department will contribute on behalf of an eligible employee in this Unit, to whom an annual salary rate is applicable, and who is a member of the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan, and on behalf of his eligible dependents, if any, a sum not to exceed \$1,489.09 monthly toward the cost of any one of the following health insurance programs effective July 1, 2012 through June 30, 2013.

- a. Kaiser Health Plan
- b. United Healthcare Plan
- c. PacifiCare Plan

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), and (c) above. In the event an eligible employee elects to cover his 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 year:

For each eligible employee in the Unit, the Department will contribute an amount calculated by adding to the \$1,489.09 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 the Joint Health Care Committee prior to negotiating new agreements with health insurance carriers. In conformance with 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.

ARTICLE 22

BID PLAN

See Load Dispatchers Bid Plan appended to this MOU as Appendix F as amended and agreed to between the Parties on February 24, 2011.

ARTICLE 23

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 of Water and Power Commissioners, the City Council, any Council Committees and the Mayor, neither the employee organization nor management nor any of their authorized representatives, shall appear before said Board, the City Council, the Mayor or individual members of said Board or Council to advocate any addition to or delete 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 24
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 MOU 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 25
MAINTENANCE OF EXISTING CONDITIONS

All present written rules including 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.

The Parties hereby agree to be bound by the provisions of Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan including changes negotiated and implemented from 1976 on.

Should a dispute arise over the application or interpretation of a Safety Rule, such dispute shall be resolved by use of the Grievance Procedure. However, nothing in this MOU shall prohibit an employee or the Association from exercising their right to take any safety issue to the appropriate State or Federal agency.

ARTICLE 26
TERM

The term of this MOU is five years beginning on January 1, 2009, and ending on December 31, 2013.

The Parties, during the term of this MOU may mutually agree to consider specific proposals at any time and will meet to discuss proposals regarding a successor MOU beginning no later than October 1, 2013.

ARTICLE 27

SALARIES

27.1 Appendices

Effective January 1, 2009, the salary ranges in Appendix A-1 shall be increased by a 5.9 percent retroactive Cost-of-Living Adjustment.

Effective January 1, 2010, in-lieu of a Cost-of-Living Adjustment, a one-time lump payment equivalent to 3.25 percent of base wage earned from January 1, 2009 through December 31, 2009 will be paid to eligible employees.

Eligible employees include those that on December 31, 2009, were on active pay status. Active pay status is defined as an employee who is actively working and has time reported as regular, vacation, floating holiday, accumulated overtime used, 5.7A time, 5.7B time, jury service, or military leave. In addition, eligible employees may also include those on inactive pay status including workers' compensation, sick, disability, permanent total disability, Family Medical Leave Act leave, or on disciplinary suspension on December 31, 2009.

The one-time payment will be paid to eligible employees as described in Article 28-Scope of Implementation, except when an employee is not on active pay status on December 31, 2009. In the event that an employee is not on active pay status on December 31, 2009, the payment will not be made unless and until the employee returns to active pay status for a minimum of one pay period before December 31, 2013. Any employee who has not returned to active pay status for a minimum of one pay period before December 13, 2013, will not be eligible for the on-time lump sum payment.

Effective January 1, 2011, salary ranges shall be increased by a percentage equal to the percentages increase in the CPI for Urban Wage Earners and Clerical Workers as measured from August 2009 to August 2010 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to two (2) percent, the salary ranges shall be increased by two (2) percent, and if the CPI increases by four (4) percent or more, the salary ranges shall be increased by four (4) percent.

However, if the change in the CPI is negative, then the two (2) percent compensation shall be paid as follows: a one-time lump sum payment equivalent to one (1) percent of the base wage earned from January 1, 2010 through December 31, 2010 will be paid to eligible employees and one (1) percent Cost-of-Living Adjustment shall be added to base wage.

Eligible employees include those that on December 31, 2010, were on active pay status. Active pay status is defined as an employee who is actively working and has time reported as regular, vacation, floating holiday, accumulated overtime used, 5.7A

time, 5.7B, jury service, or military leave. In addition, eligible employees may also include those on inactive pay status including workers' compensation, sick, disability, Family Medical Act Leave, or on disciplinary suspension on December 31, 2010. In the event that an employee is not on active pay status on December 31, 2010, the payment will not be made unless and until the employee returns to active pay status for a full pay period before December 13, 2013. Any employee who has not returned to active pay status for a minimum of one pay period before December 31, 2013, will not be eligible for the on-time lump sum payment.

Effective January 1, 2012 and January 1, 2013 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 to August of the most recent prior years for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to two (2) percent, the salary ranges shall be increased by two (2) percent, and if the CPI increases by four (4)percent or more, the salary ranges shall be increased by four (4)percent.

27.2

Notwithstanding the provisions of the Los Angeles Administrative Code, employees assigned to Duties Description Record (DDR) No. 94-52057 who subsequently return to their former position/DDR, as provided in Article 34, shall receive the same step rate previously had in their former position/DDR upon returning to their former DDR and shall then receive all longevity credit and premium, retention wage adjustment and specialist pay, if any, previously received as outlined in Article 34.

27.3

Notwithstanding the provisions of the Los Angeles Administrative Code, a City of Los Angeles/Department of Water and Power employee appointed to the Load Dispatcher Trainee DDR (94-52056) in the class of Load Dispatcher, whose salary is higher than that of the entry level salary of said Trainee DDR (94-52056) may, at the discretion of the General Manager, retain the rate of pay from his/her previous classification in accordance with the H-rate provision (preserves current salary and Cost of Living Adjustments) and be placed on the appropriate step of the Trainee DDR (94-52056). Such rate of pay shall be retained until promotion to a permanent Load Dispatcher DDR or when the employee leaves the Load Dispatcher Trainee program.

27.4

Load Dispatcher DDR No. 94-52057 shall be occupied for a period not to exceed six (6) months, solely by Load Dispatchers or Senior Load Dispatchers pursuant to Article 34.

ARTICLE 28

SCOPE OF IMPLEMENTATION

This MOU constitutes a joint recommendation of the Department and the Association and shall not become binding in whole or in part, unless and until the following have occurred:

- The Association has notified the Board that this MOU was ratified in its entirety by the Association's authorized representative affixing his or her signature hereto; and
- The Board has, by adoption of an appropriate Resolution, notified the Association that this MOU, is approved in its entirety by the Department for implementation, as evidenced by the General Manager affixing his signature hereto; and
- The Los Angeles City Council has taken appropriate action approving and setting the salaries specified above.

Upon Board approval, this shall constitute the January 1, 2009 through December 31, 2013 Load Dispatchers Unit MOU.

Correction

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

ARTICLE 29

VACATIONS

- 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.
- B. In general, subject to the provisions of said Article 1:
 - 1. On April 1, 1997, each member of the Unit who has completed 1 to 4 years of service shall be credited with 1 additional vacation day; each member of the Unit who has completed 5 to 24 years of service shall be credited with 2 additional vacation days; each member of the Unit who has completed 25 to 29 years of service shall be credited with 3 additional vacation days; and

each member of the Unit who has completed 30 or more years of service shall be credited with 2 additional vacation days.

2. Additionally, Management and the Association agree that, after the addition of vacation days as provided in 29(b)(1) the following chart accurately reflects the vacation entitlement and accrual rates to be effective April 1, 1997:

Years of Service Completed	Total Number of Vacation Days Effective 04/01/97	Monthly Accrual Rate In Hours/Minutes Effective 04/01/97
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 30

SUPPLEMENTAL BENEFITS

30.1 - Sick Benefits

All provisions of the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan (PLAN) and all practices concerning sick days shall be continued with the following exception:

- 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 V D(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 shall be paid 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).

- D. Additionally, partial days sick shall be deducted from the annual forty-hour entitlement provided in Section V D (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.

30.2 - Retirement, Disability, and Death Benefit Contributions

The employee's total contribution to the Disability and Death Benefit portions of the 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

30.3 - 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 he 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.

Spouse/Domestic Partner Optional Death Benefit Allowance - Spouses or Domestic Partners of employees that are members of the PLAN 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.

30.4 - Retirement Benefits

Enhancement of Employees' Retirement Plan Pension Formula Rate –
Effective November 1, 2000, 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. 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.

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

Favored Nations Clause for Retirement Benefits in the Department's PLAN or in the Los Angeles City Employees' Retirement Plan - The Parties hereby agree that during the term of this MOU, should other recognized employee organizations receive (under the Department 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 Association's concurrence, be incorporated into this MOU, as if set forth fully herein.

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. At minimum, the proposed DROP shall contain the following features: cost neutrality; eligibility for all members of the PLAN who qualify for an unreduced retirement formula; five-year eligibility window; and re-evaluation after three (3) years. Approval of DROP is subject to adoption by the Retirement Plan's Board of Administration.

ARTICLE 31

DENTAL PLAN

The Department's maximum monthly contributions for each contract year for the period of January 1, 2009 through December 31, 2013 are:

FY 2009 – 2010	\$118.05
FY 2010 – 2011	\$134.10
FY 2011 – 2012	\$143.93
FY 2012 – 2013	\$128.12

ARTICLE 32

JOINT SAFETY COMMITTEE

The Joint Safety Committee shall be composed of an equal number of representatives of the Department and the Association. 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 Association.

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 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 33

JOINT LABOR/MANAGEMENT RESOLUTION BOARD

The rate of change in the Electric Utility Industry due to industry restructuring necessitates the cooperation of management and labor in a constant effort to ensure the continued viability of the Department.

1. Scope

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

- The Department will make every effort to provide continued employment with the City of Los Angeles prior to implementing layoffs. Job Security and Management flexibility will be the top priorities of the Joint Resolution Board.

2. Membership

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

3. Process

Mutual Gains is the process to be used in resolving issues brought to the Board. An impartial facilitator may 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 process prior to participating in the activities of the Board or Committee.

5. Communication

- The purpose of the Board and the resolution process it uses will be communicated to all employees and managers. The issues, resolutions, results, reasons, and plans for implementation will be published and provided to all affected employees and managers. The Board will regularly keep the General Manager and the President of the Association informed of its progress.
- The Association and Management will work in cooperation to jointly inform the political leadership (i.e., the Mayor, members of the City Council, Executive Employee Relations Committee and/or the Board of Water and Power Commissioners) 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.
- All members of the Board will participate in good faith.

- So that the interests of both management and labor are represented, Mutual Gains shall be utilized to resolve issues.
- Timeliness being essential, the members of the Board must give a high priority to the effort to resolve the issues submitted to it in the shortest possible time.
- Should the Board fail to resolve an issue, management may unilaterally implement changes in time to meet legal and/or contractual requirements.
- All members are 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 shall recommend remedies for disputes related to issues that have been submitted.
- The Board will recommend solutions that are within its scope.
- The Board shall set time limits for resolutions and their implementation.
- The Board has the authority to make recommendations that will be submitted simultaneously to the General Manager and the President of the Association for their joint consideration.

7. Subcommittees

Joint Labor/Management subcommittees 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 Association and Management will have their own internal processes to determine which issue(s) will be submitted to the Board.
- Management and/or the Association shall submit an issue to the Board as soon as practicable after the issue is known to exist.
- Any Association or Management Board member may bring an issue to the Board.

- The general criteria for screening and prioritizing issues will be established by the Board.
- The Board shall review all issues submitted and examine only those issues determined to be under the scope of this section.

9. Mutual Gains Problem Solving

Mutual Gains Problem Solving is an alternative style of negotiating solutions to workplace problems that trained workers and management use to achieve positive results for both Parties. Mutual Gains Problem Solving is a problem solving/consensus approach to problem resolution that focuses on the interests of the Parties. The process enables an open discussion of the underlying needs and concerns of the Parties relative to an issue. Once these are identified, the process enables the Parties to develop creative solutions, which satisfy more mutual interests than would have resulted from a more traditional bargaining process.

33.1 - Joint Labor/Management Executive Equity Committee

The Letter of Agreement signed by the Department of Water and Power and the Los Angeles Water and Power Dispatchers Association agree that a Joint Labor/Management Executive Equity Committee (EEC) shall be established to deal with inequities.

ARTICLE 34

DISPATCHER CERTIFICATION

Permanent Load Dispatcher/Senior Load Dispatcher employees are required to obtain, and then maintain a North American Electric Reliability Council (NERC) certification either by passing the required examination or by completing sufficient Continuing Education Hours (CEH), at the employee's option, if it can be accommodated, pursuant to the current NERC System Operator Certification Program Manual

For employees of this Unit taking the test, management shall allow employees to take the test twice per certification cycle. Management shall provide sufficient paid time for the employee's exam and training in compliance with the NERC requirements, or for the CEH, and shall continue to fund training, certification, and renewal fees. Load Dispatcher/Senior Load Dispatcher employees who fail to maintain their certification shall revert to the Load Dispatcher DDR No. 94-52057 at the top salary step, until their credential is reinstated, but in no case shall they be permitted to hold that position for a period to exceed six (6) months.

In cases where a Dispatcher is assigned to a specialist position and allows their NERC certification to lapse, management shall temporarily backfill the specialist position for the duration that the Dispatcher is assigned to DDR No. 94-52057.

Upon completing requirements to regain the NERC certification and submitting acceptable evidence of such NERC certification renewal to the General Manager, the employee shall, effective at the beginning of the payroll period next following said presentation then be returned to their former Load Dispatcher or Senior Load Dispatcher position/DDR.

ARTICLE 35

TEMPORARY ASSIGNMENT

The Parties agree to mutually recommend to the CAO/Executive Employee Relations Committee that Load Dispatcher/Senior Load Dispatcher employees reassigned on a temporary basis to a higher level position in the Department 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%), not to exceed the top step of the salary range and shall not have their salary anniversary rate changed as a result of such reassignment, for the duration of their assignment.

Upon return to permanent position from a temporary reassignment the employee shall be placed on the same step of the salary range that he or she would have occupied had the temporary assignment not been made.

ARTICLE 36

PROMOTION

Senior Load Dispatchers, DDR No. 94-53058, employed with LADWP on a regular, full-time basis for one (1) or more years shall be considered employed in a position that meets the Electrical Services Manager (ESM) III, DDR No. 95-52653, Minimum Qualifications for purposes of eligibility for promotion to only those ESM positions, which plan, coordinate, and supervise the work of Senior Load Dispatchers and/or Load Dispatchers and require North American Electric Reliability Council (NERC) System Operator Certification.

ARTICLE 37

EVALUATION /PERFORMANCE REVIEW


Pursuant to Article 33, "Joint Labor/Management Resolution Board," which provides for resolution of "items typically brought up in the meet and confer process" during the term of the MOU, the Load Dispatcher Association and Department of Water and Power

Management agree to meet for the purpose of establishing a performance review/evaluation process for Dispatchers represented by the Association.


This reprinting is approved as to form and content.

Los Angeles Water and Power
Dispatchers Association
Representatives

City of Los Angeles
Representative



President



General Manager
Los Angeles Department of Water and
Power

Date: 3/28/13

Date: 4/17/13

FOOTNOTES

Footnote 1

When the facility that bargaining unit members report to meet AQMD criteria as a qualifying location, the Parties agree to a contract reopener to meet and confer on parking subsidies and parking fees.

Footnote 2

Employees continuously occupying permanent Load Dispatcher and Senior Load Dispatcher positions at the Department, for a minimum of five (5) years, but less than ten (10) years, shall receive a longevity salary adjustment of 2.5 percent*, which shall become part of their base wage. Seniority in Load Dispatcher and Senior Load Dispatcher classifications shall be aggregated by class series.

Notwithstanding the above paragraph of Footnote 2, employees shall not receive any longevity salary adjustment(s) previously received while occupying Load Dispatcher DDR No. 94-52057 as provided in Article 34.

Employees continuously occupying permanent Load Dispatcher and Senior Load Dispatcher positions at the Department, for ten (10) years or more, shall receive an additional longevity salary adjustment of 2.5 percent, for a total salary adjustment of five (5) percent*, which shall become part of their base wage. Seniority in Load Dispatcher and Senior Load Dispatcher classifications shall be aggregated by class series.

Footnote 3

Permanent Load Dispatcher and Senior Load Dispatcher employees while occupying a specialist position, including two (2) special Trainer positions, as designated by Management, shall be compensated two (2) premium levels above their existing salary range, which shall be part of their base wage, during such time that they are so assigned, by management, to a specialist position.

The Load Dispatchers' Bid Plan, appended to this MOU as Appendix F, shall be amended to address the number of specialist positions needed to be defined in areas of mutual agreement, but not limited to, specialized computers, and training as agreed to in a Letter of Agreement last signed by the Parties on February 3, 2010.

Shall not apply to employees assigned to DDR No. 94-52056.

Footnote 4

For permanent Load Dispatcher and Senior Load Dispatcher employees assigned to Load Dispatcher DDR Nos. 94-52059, 94-52060, 94-52061 and Senior Load Dispatcher DDR No. 94-52058, the premium levels for voluntary certification during the 2002-2005 MOU and an additional two and one-half percent (2-1/2%) for mandatory compliance with NERC certification requirements have been incorporated into the base salary.

Load Dispatcher Trainee employees who hold NERC certification prior to appointment to the Load Dispatcher Trainee DDR, or acquire it while serving as a Trainee, shall receive an additional two premium levels (5.575625) plus 2-1/2% in addition to their base salary, which shall be considered their appropriate salary when calculating the correct salary step level for their movement to the Load Dispatcher DDR.

Footnote 5

Load Dispatcher Trainees shall receive a \$2,500 bonus upon successful completion of six (6) months of training in the Load Dispatcher Trainee Program or completion of the Grid Operations or Power Transmission and Distribution Load Dispatching Training; and an additional \$2,500 bonus upon successful completion of twelve (12) months of training in the Load Dispatcher Trainee Program, or completion of both Grid Operations and Power Transmission and Distribution Load Dispatching Training; and an additional \$2,500 bonus upon completion of probation following assignment to a permanent Load Dispatcher position. Affected employees shall be eligible to receive the cash bonus at each level one time only. The Load Dispatcher Trainee Bonus Tracking Sheet is appended to this MOU as Appendix C.

Footnote 6

During the term of this MOU a five percent (5%) wage adjustment will be added to the base wage of any permanent employee(s) of his Unit (except those dispatchers assigned to DDR Nos. 94-52056 and 94-52057) who, after becoming eligible for an unreduced formula pension (minimum of age 55 and at least 30 years of service, or a minimum of age 60 and five (5) or more years of service), elect to remain on the job. Such adjustment will be effective the first day of the pay period in which an employee reaches the referenced eligibility. This footnote is effective January 1, 2008 and shall be automatically extended annually, not to exceed the MOU term of the 2009-2013 MOU, provided that the staffing shortage continues.

The staffing shortage is corrected if on December 31 of each year through the term of this MOU, the number of full-time regular Load Dispatchers

(excluding Trainees assigned to DDR No. 94-52056) and Senior Load Dispatchers equals or exceeds fifty-two (52).

Footnote 7

FILLING ESM POSITIONS SUPERVISING LOAD DISPATCHER CLASS SERIES: Candidates promoted to an ESM position responsible for planning, coordinating, and supervising the work of Load Dispatchers and/or Senior Load Dispatchers shall serve a one year probation as an ESM II, shall receive a step increase six (6) months from the date of appointment to the ESM classification in accordance with the LAAC Section 4.903, and shall automatically be promoted to an ESM III position upon completion of probation and placed on the appropriate step in accordance with LAAC Section 4.902.

APPENDIX A
MILEAGE ALLOWANCES – PER DIEM

- Automobile Club of Southern California (AAA) annually publishes a pamphlet entitled, "Your Driving Costs in Southern California." This publication includes ownership costs for a current-year-automobile driven 10,000 miles per year and a five-year-old automobile driven 10,000 miles per year. The Parties agree to use these two factors in the calculation of the automobile per diem on an annual basis.
- The Parties agree that 80 percent of the average of the new automobile driven 10,000 miles per year and a five-year-old automobile driven 10,000 miles per year will be the basis for the calculation of the automotive per diem. It is agreed that this is an appropriate percentage of the personal vehicle ownership costs for the Department to bear, in lieu of the Department providing a vehicle for the employee.
- The automotive per diem will be calculated in the following manner:

$$\frac{\text{AAA Ownership Costs} \quad \text{AAA Ownership Costs}}{\text{New Model 10,000 mi/yr} + \text{Five-year-old Model 10,000 mi/yr} \times 80\% = \text{Per Diem}}{2}$$

- The 2002 automotive per diem is calculated as follows:

$$\frac{\$13.35 + \$4.18 \times .80 = \$7.01/\text{day mileage per diem}}{2}$$

Furthermore, this mileage allowance provision provides for an annual adjustment to the automotive per diem. Therefore, the Parties agree to delete the reference to reopen Article 18, which states: "The Parties agree to reopen this Article to meet and confer on mileage allowances when the cost for unleaded regular gasoline (self service) reaches \$1.70 per gallon."

APPENDIX B

LOAD DISPATCHERS UNIT

Salaries Effective January 1, 2009 (1.0590)

Class Code	Class Title DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
EFFECTIVE January 1, 2009							
5233	Load Dispatcher w/NERC	Hourly	51.91	54.80	57.86	61.09	64.50
	94-52059	Biweekly	4,152.80	4,384.00	4,628.80	4,887.20	5,160.00
	<i>Salary Range 5191</i>	Monthly	9,032.34	9,535.20	10,067.64	10,629.66	11,223.00
	Plus 2.5% of base pay for DDR	Hourly	53.208	56.170	59.306	62.617	66.113
	(Longevity)	Biweekly	4,256.64	4,493.60	4,744.48	5,009.36	5,289.04
		Monthly	9,258.15	9,773.58	10,319.33	10,895.40	11,503.58
	Additional 2.5% of above rate	Hourly	54.538	57.574	60.789	64.183	67.765
	(Longevity)	Biweekly	4,363.04	4,605.92	4,863.12	5,134.64	5,421.20
		Monthly	9,489.60	10,017.92	10,577.31	11,167.79	11,791.17
	94-52060 same as above						
	94-52061 same as above						
5233	Load Dispatcher w/o NERC	Hourly	47.98	50.66	53.48	56.46	59.61
	94-52057	Biweekly	3,838.40	4,052.80	4,278.40	4,516.80	4,768.80
	<i>Salary Range 4798</i>	Monthly	8,348.52	8,814.84	9,305.52	9,824.04	10,372.14
5233	Load Dispatcher Trainee	Hourly	41.87	44.20	46.66	49.26	52.01
	94-52056	Biweekly	3,349.60	3,536.00	3,732.80	3,940.80	4,160.80
	<i>Salary Range 4187</i>	Monthly	7,285.38	7,690.80	8,118.84	8,571.24	9,049.74
5235	Senior Load Dispatcher	Hourly	57.67	60.89	64.28	67.86	71.64
	94-52058	Biweekly	4,613.60	4,871.20	5,142.40	5,428.80	5,731.20
	<i>Salary Range 5767</i>	Monthly	10,034.58	10,594.86	11,184.72	11,807.64	12,465.36
	Plus 2.5% of base pay for DDR	Hourly	59.112	62.412	65.887	69.556	73.431
	(Longevity)	Biweekly	4,728.96	4,992.96	5,270.96	5,564.48	5,874.48
		Monthly	10,285.44	10,859.73	11,464.34	12,102.83	12,776.99
	Additional 2.5% of above rate	Hourly	60.590	63.973	67.534	71.295	75.267
	(Longevity)	Biweekly	4,847.20	5,117.84	5,402.72	5,703.60	6,021.36
		Monthly	10,542.58	11,131.22	11,750.95	12,405.40	13,096.41

APPENDIX C
DEPARTMENT'S 1998 STAFF REDUCTION PROGRAM

DISPATCHER EMPLOYEES WHO QUALIFIED TO RETIRE

<u>Load Dispatcher</u>	<u>Employee No.</u>
Larson, William K.	505725
McWhirter, John W.	594795
Norick, Terrence L.	656139
Peterson, Philip J.	698040
Zeiler, Kenneth L.	995172

<u>Senior Load Dispatcher</u>	<u>Employee No.</u>
Butler, William K.	126084
Custer, David E.	198575
Duncan, Charles F.	238715
Haynie, Glenn E.	381191
Metcalf, Milan G.	601981
Parker, Jeffrey L.	681765
Pentram, Robert A.	692639

LONGEVITY/RETENTION INCENTIVE

**EMPLOYEE ELECTION FORM
LOAD DISPATCHER/SENIOR LOAD DISPATCHER**

This employee election applies only to Load Dispatcher/Senior Load Dispatcher (hereinafter referred to as "dispatcher") employees who were eligible to retire under the 1998 DWP Staff Reduction Program Retirement Plan enhancements and who elected to remain employed and receive two (2) months of pension service credit or age for each month of actual service during a four-year bonus period ending December 1, 2002 (see attached listing). Said bonus period is being extended one additional year, until December 1, 2003. Please elect either this 5th Year of the Retention Bonus or the newly negotiated longevity premium by choosing either A or B.

I, _____, DWP Employee No. _____, employed as a
_____ in _____, by my signature
(Civil Service Classification) (Business Unit)

below hereby elect to receive:

A: _____ **5th Year Retention Bonus** (2 months of service credit or age for each month of actual service, as provided in the 1998 DWP Staff Reduction Program).

-OR-

B: _____ **Longevity Premium**. Under this option, effective January 1, 2003, employees continuously occupying permanent dispatcher positions at DWP, for a minimum of five (5) years, but less than ten (10) years, shall receive a longevity salary adjustment of 2.5% and employees continuously occupying permanent dispatcher positions at DWP, for ten (10) years or more shall receive an additional longevity salary adjustment of 2.5%. This longevity salary adjustment shall become part of base wage.

You may consult with the Retirement Plan Office to determine which option is best for you. You may change your election at any time during the first 72 hours after submitting this form. After that period, your election will become permanent and irrevocable. Please turn in your election form to your Load Dispatcher Business Representative by June 6, 2003, who will forward the original employee election forms to the Labor Relations Office for handling. Nothing herein affects the previous four-year retention bonus.

This Agreement shall not be deemed or construed as a contract of employment, or other evidence of employment status.

By my signature below, I enter into this Employee Election freely, knowingly, voluntarily, and without coercion or duress of any kind.

Employee Signature

Employee's Name (please print)

Employee Number

APPENDIX D

LOAD DISPATCHER TRAINEE BONUS TRACKING SHEET

DWP	Department of Water & Power	Division:	
Last Name	First Name	MI	EID#

Footnote 5

Load Dispatcher Trainees (LDTs) shall receive a \$2,500 bonus upon successful completion of six (6) months of training in the Load Dispatcher Trainee Program or completion of the Grid Operations or Power Transmission & Distribution Load Dispatching Training; and an additional \$2,500 bonus upon successful completion of twelve (12) months of training in the Load Dispatcher Trainee Program, or completion of both Grid Operations and Power Transmission & Distribution Load Dispatching Training; and an additional \$2,500 bonus upon completion of probation following assignment to a permanent Load Dispatcher position. Affected employees shall be eligible to receive the cash bonus at each level of training one time only.

Additional Note: LDTs will only be paid for training/milestones completed after **January 1, 2003**.

LDT Training Module	Start Date	Completion Date	Passed (Yes/No)	Empl Initials	Manager's Signature/Date
Grid Operations					
Power Transmission & Distribution					
Completion of Probation					

Bonus Payments

Grid Operations

I have received my first \$2,500 bonus for successfully completing six (6) months of training in the Load Dispatcher Trainee Program or for completion of the Grid Operations or Power Transmission & Distribution phase of the Load Dispatching Training Program.

Employee Signature: _____ Date: _____

Power Transmission & Distribution

I have received my second \$2,500 bonus for successfully completing twelve (12) months of training in the Load Dispatcher Trainee Program or for completion of both the Grid Operations and the Power Transmission & Distribution phase of the Load Dispatching Training Program.

Employee Signature: _____ Date: _____

Completion of Probation

I have received my third \$2,500 bonus for successfully completing probation following my assignment to a permanent Load Dispatcher position.

Employee Signature: _____ Date: _____

APPENDIX E

PERSONNEL SERVICES CONTRACTS

During the term of this MOU, January 1, 2009 through December 31, 2013, the LADWP may offer Personal Services Contracts (PSCs) to retired LADWP Load Dispatcher/Senior Load Dispatcher employees, directly or through an outside agency, to perform specified load dispatching work. LADWP and the Association acknowledge that such PSCs address a short-term need to mitigate immediate dispatching workflow issues and will not be used in the long-term to replace the hiring of full time equivalents as follows:

- The PSCs shall be for a period of up to a twelve (12) month term renewable as may be specified in the PSC. PSCs entered into prior to expiration of this LOA shall terminate on the date specified in the PSC, but shall not be renewed.
- Minimum compensation for each PSC shall equal the compensation in effect at the time the contract is executed and shall be calculated using the same DDR and step from which the contracted individual retired.
- The individual PSCs shall specify the terms and conditions of the contract, and management shall provide the Association a copy of each PSC for information purposes only prior to or concurrently with entering into each PSC.
- The use of a contractor shall not displace a Load Dispatcher/Senior Load Dispatcher from his or her bid position nor an Association member with bid rights to his or her position.
- The following is a list of tasks that may be performed by contractors under this LOA:
 - Policy, Procedure, and Training document and report writing
 - SCADA, Database, and Display maintenance and testing (including new Display development as required)
 - Diagram Board maintenance
 - Outage coordinator support
 - Dispatcher Training support
 - Print and one-line management
 - Emergency Dispatch Center set-up
 - Assist in Building Facility Management
 - Any other mutually agreed upon tasks
- Prior to the expiration of PSCs created during the term of this LOA, the contractor shall provide sufficient guidance to enable his or her successor to perform the basic duties of the contractor. This guidance may be in the form of documentation and/or direct instruction as determined by Energy Control Center management.

This Appendix shall terminate on December 31, 2011, provided that if the staffing shortage that this agreement was designed to address has not been corrected based on the achievement of mutually agreed upon criteria that is referenced in the Letter of Agreement entitled Footnote 6: Retention Wage Adjustment signed by LDA on April 15, 2010, then this Agreement shall be automatically extended annually, not to exceed the term of the 2009-2013 MOU, until the staffing shortage is corrected.

APPENDIX F
LOAD DISPATCHERS BID PLAN

The Bid Plan (Plan) contained herein, and agreed to by designated representatives of LADWP and the Association, provides a uniform procedure for the equitable assignment and reassignment of personnel to positions in the classes of Load Dispatcher and Senior Load Dispatcher and identifies areas of specialty to address new technology, special projects, and training.

The Plan shall be subject to:

- City, State and Federal Laws, rules and regulations which govern Equal Employment Opportunity and other employment related practices;
- The LADWP EEO policies and procedures;
- The Rules of the Board of Civil Service Commissioners; and
- The Memorandum of Understanding.

This Bid Plan shall be administered by a Joint Management Committee (Management) consisting of the Manager of Grid Operations, Manager of Subtransmission Load Dispatching, and the Manager of Wholesale Energy Resource Management (or their functional equivalents) or his/her designee.

A. General Rules

1. For purposes of this Plan, a position shall be defined as one of the work assignments shown as indicated on the *LOAD DISPATCHERS WORKING SCHEDULES*, or other work assignments for employees covered under this Plan.
2. When filling positions under this Plan, all positions will be awarded by seniority (see Section B.), except for the support positions identified in the section entitled, "Procedure for Bidding Positions" Item G6 in this Plan. The Association will provide a representative to review position awards before posting in order to verify that the bids were awarded to the candidates' highest priority bid commensurate with their seniority.
3. To establish ranking for bidding purposes, a Management representative shall publish a list showing the bid plan seniority of each employee covered by this bid plan. This list will be posted on a bulletin board before February 1st of each calendar year. In addition, a Management representative will maintain a continuous status roster of all positions.
4. It shall be the responsibility of Management to ensure that notices regarding status of positions and bid awards are posted at any location where a Load Dispatchers' bulletin board or space on a bulletin board is provided.

5. Management shall maintain a record of actions taken pursuant to this bid procedure, which shall be available for inspection at reasonable times upon request. This record shall be kept for a period of three (3) years.
6. An employee may relinquish his/her right to his/her current bid position provided that he/she notifies a Management representative in writing. That employee would revert to the "unassigned" category from which he/she would be awarded another vacant position or if unable to successfully bid to another position, be assigned to a vacant position without bid rights.
7. Management may temporarily reassign an employee to another schedule or shift to meet the operating or training needs of load dispatching. In filling such temporary assignments, interested personnel possessing the necessary skills, knowledge, and ability will be considered in order of his/her seniority. If no one is interested, the least senior employee that has the necessary skills, knowledge, and ability as determined by Management will be assigned. Notwithstanding the above, in cases where the temporary assignments are to specialized support positions as identified under Section G of this Plan, the methods to be used in determining which employee should be reassigned shall be entirely at Management's discretion. No incumbent shall be involuntarily displaced to accommodate a reassignment for probationary evaluation.

B. Seniority For Bidding Purposes

1. Bid seniority, for purposes of this Plan, shall include time served:
 - on regular, temporary, and limited appointments in the Civil Service class of the position being bid, and all higher classes in the Load Dispatcher series exclusive of time assigned as a Load Dispatcher Trainee;
 - as an Electrical Services Manager (having promoted from the Load Dispatcher series);
 - on temporary, limited, or emergency appointments outside the Load Dispatcher series;
 - during a probationary period while on a regular position outside the Load Dispatcher series; or
 - on military leave.
2. In the event that two bidders have the same bid seniority, the ranking will be determined in the following order:
 - a. The one who ranked highest on the respective Civil Service eligible list of the classification being bid.
 - b. LADWP seniority in all classifications.
 - c. City seniority in all classifications.

- d. As determined by any random method to be determined by Management.
3. Persons who resign from City service shall maintain their seniority based upon the date of resignation (no bid seniority credit for the break-in-service period).

C. Persons Eligible to Bid

1. In order to be eligible to bid on a position in the class of Senior Load Dispatcher, an employee must currently hold a regular appointment to that class, hold a current North American Electric Reliability Corporation (NERC) certification at least at the level required by Management, and have successfully completed the six-month probationary period.
2. In order to be eligible to bid on a position in the class of Load Dispatcher, an employee must currently hold a regular appointment to that class, hold a current NERC certification at least at the level required by Management and have successfully completed the six-month probationary period.

D. Positions Available for Bid

All vacant Load Dispatcher positions and Senior Load Dispatcher positions shall be filled in accordance with this Plan except as provided in the section entitled, "Procedure for Bidding Positions" Item G6.

An existing position shall be considered vacant when its incumbent:

- a. Terminates employment for any cause, or retires from LADWP.
- b. Receives a regular appointment to, and completes probation in another Civil Service class.
- c. Is permanently reassigned through this procedure to another position in the same Civil Service class.
- d. Goes on a leave of absence, if not protected by law, in excess of 90 days.
- e. Goes on temporary disability in excess of one year.
- f. Is placed on permanent disability.
- g. Relinquishes his or her position in accordance with Section A6.

E. New, Modified, or Abolished Positions

1. When new or modified positions are to be filled, a notice shall be posted in the designated areas for bid plan information. This posting will initiate an open bid period. The open bid period will be for a minimum of seven (7) calendar days and provided that each eligible has an opportunity to become aware of the position for at least four (4) calendar days, bids may

be awarded as described in Section G-4 of this Plan. Persons eligible to bid for positions, who are on vacation or otherwise off, may be contacted outside of work and alerted to the new or modified position(s). Eligibles may waive the four-day requirement at their discretion.

2. Management shall advise the Association in writing of the creation or elimination of any position.
A position that has been modified by undergoing a significant change, such as a change in working hours or days off pattern will be considered to be an elimination of a bid position and the creation of a new bid position.

The Association shall be advised at least two weeks before the anticipated date that a job will be created, abolished, or significantly changed, or less if mutually agreed to by the Association and Management.

Once Management has notified the Association in writing of its intent to eliminate a bid position, no person shall be awarded said bid position.

All bid positions changed for any of the above reasons will be open for bid, and each person qualified to bid will be entitled to submit a revised bid form. The Association will also be advised at least two weeks, or less if mutually agreed to by the Association and Management, before implementation of any proposed changes in number of positions or position designations available for bid or positions to be held vacant.

- 3 Any bid position eliminated and then recreated within one (1) year, with substantially the same duties, regardless of position name, shall first be offered to the person holding said position at the time of elimination. If refused, the position will then be filled in accordance with the appropriate provisions of this bid plan.

F. Displacement

For purposes of this Plan, a person will displace to the highest position on their bid form occupied by a person of lesser seniority for the following reasons:

- a. Their position is eliminated.
- b. The person returns from a leave of absence greater than 90 days but less than one year.
- c. The person is displaced for one of the above reasons.

G. Procedure For Bidding Positions

- 1. A Management representative shall accept and maintain a continuous file of the form, "Dispatchers Bid Form." Every eligible employee shall submit in writing on the form provided, a list of the positions that he/she would like to bid. If the employee does not wish to designate any positions, he/she shall so indicate by writing NONE in the first space on the designated form. Bids shall be submitted in a manner designated by Management, which shall be indicated on the bid announcement.**
- 2. Bids for positions shall be listed by the bidder in a preferential order on a bid form. A new "Dispatchers Bid Form" placed in the file voids an existing form in the file. Dispatchers Bid Forms may be submitted or revised at any time during the year.**
- 3. The bid file will be a closed file and may be inspected only by representatives from Management or the Association. Employees, however, may inspect their own bid forms in the file.**
- 4. Management will award bids based on the bid sheets on file on the closing date indicated on the job announcement. If a position becomes vacant, bids will be awarded based on the bid sheets on file at the time the position becomes vacant.**
- 5. A Management representative shall award any vacant position to the successful bidder within fourteen (14) calendar days from the date established in Section G4. If a vacancy and a new or abolished position occur within the 14-calendar day award period, a single bid sheet closing date will be designated to consolidate the bid award process. The 14-calendar day award deadline may be extended by mutual agreement between the Association and Management.**
- 6. The Load Dispatching function requires the following specialized support positions, or new positions performing the same specialized functions:**
 - o Trainer;**
 - o Research and Reports;**
 - o Outage Coordinator (Request or Bid positions);**
 - o Computer Display;**
 - o Other positions mutually agreed to by Management and the Association;**
 - o Other specialized support positions expected to last less than two years.**

Up to ten (10) of the above described positions in total, may be compensated with a specialist premium as allowed in the MOU. Positions receiving a specialist premium, as well as other specialized positions expected to last less than two years, are not subject to filling under this Bid Plan and will be assigned entirely at the discretion of Management.

Additional support positions not receiving a specialist premium will be filled in accordance with this Plan.

7. Assignments of the successful bidders to their new positions shall be made as soon as practical after awarding the position.

If Management is unable to assign a successful bidder to his/her bid position within forty-nine (49) calendar days, he/she shall be provided with a written explanation, if requested by the bidder.”

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