

**Amendment to
Memorandum of Understanding
for
October 1, 2007—September 30, 2012**

between

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

and

**THE LOS ANGELES DEPARTMENT OF WATER AND POWER
ASSOCIATION OF CONFIDENTIAL EMPLOYEES**

Confidential Management Representatives Unit

October 1, 2007 through September 30, 2012

This Amendment provides salaries for employees whose classifications are represented by the Association of Confidential Employees, and otherwise amends the Memorandum of Understanding (herein "MOU") entered into between the City of Los Angeles, Los Angeles Department of Water and Power (herein "LADWP") and the Association of Confidential Employees (herein "ACE") for the LADWP's Confidential Management Representatives Unit.

The salaries contained herein require approval of the Los Angeles City Council.

Unless noted otherwise, all modifications provided herein shall be effective October 1, 2007. When these modifications are incorporated in the 2004—2007 MOU, the result will be the October 1, 2007 through September 30, 2012 (2007-2012) Confidential Management Representatives Unit MOU. All terms of the 2004—2007 MOU shall remain in effect, except as set forth herein:

ARTICLE 13—SALARIES

13.5—Salaries Applicable During the Term of this MOU

The term of this MOU Amendment is five years beginning on October 1, 2007, and ending on September 30, 2012, inclusive.

- a. The salary ranges in Appendix A-1, effective October 1, 2007, shall be established as follows:

Effective October 1, 2007, the salary ranges established October 1, 2006, shall be increased by a 3.25 percent retroactive Cost-of-Living Adjustment.

- b. The salary ranges in Appendix A-2, effective October 1, 2008, shall be established as follows:

Effective October 1, 2008, the salary ranges established October 1, 2007, shall be increased by a 5.90 percent retroactive Cost-of-Living Adjustment.

- c. The salary ranges in Appendix A-3, effective October 1, 2009, shall be established as follows:

In-lieu of a Cost-of-Living Adjustment, a one-time payment equivalent to 3.25 percent of base wage earned from October 1, 2008 to September 30, 2009 will be paid to eligible ACE employees.

Eligible employees include those that on September 30, 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, jury service, or military leave. In addition, eligible employees will 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 September 30, 2009.

The one-time payment will be paid to eligible employees as described in Article 17 of this Amendment—Scope of Implementation, except when an employee is not on active pay status on September 30, 2009. In the event that an employee is not on active pay status on September 30, 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 September 30, 2012. Any employee who has not returned to active pay status for a minimum of one pay period before September 30, 2012, will not be eligible for the one-time lump sum payment.

- d. The salary ranges in Appendix A-4, effective October 1, 2010, shall be established as follows:

Effective October 1, 2010, 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 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 October 1, 2009 to September 30, 2010 (including inactive pay status) will be paid to eligible ACE employees and a one (1) percent Cost-of-Living Adjustment.

Eligible employees include those that on September 30, 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, jury service, or military leave. In addition, eligible employees will 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 September 30, 2010.

In the event that an employee is not on active pay status on September 30, 2010, the one-time lump sum payment will not be made unless and until the employee returns to active pay status for a minimum of one pay period before September 30, 2012. Any employee who has not returned to active pay status for a minimum of one pay period before September 30, 2012, will not be eligible for the one-time lump sum payment.

- e. The salary ranges in Appendix A-5, effective October 1, 2011, shall be established as follows:

Effective October 1, 2011, 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 2010 to August 2011 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.

ARTICLE 16—TERM

16.2 - Calendar for Successor MOU

Unless either Party shall serve upon the other during the period June 15 through September 1, 2012, inclusive, written proposals for a successor MOU, or written proposals for amendments to this MOU, with the exception of salary proposals which shall be presented no later than October 1, 2012, the terms and conditions contained in the current MOU as amended shall remain in effect.

Either party, by a notice in writing sixty (60) days prior to September 30, 2012, may reopen this Memorandum of Understanding.

ARTICLE 17—SCOPE OF IMPLEMENTATION

This MOU Amendment constitutes a jointly drafted recommendation of the City of Los Angeles, Los Angeles Department of Water and Power (LADWP) and the Association of Confidential Employees (ACE). It shall not be binding in whole or part, unless and until all the following have occurred:

- ACE has notified the Board of Water and Power Commissioners (Board) that this Amendment was ratified in its entirety by the Association's membership, as evidenced by ACE's authorized representative affixing his or her signature hereto; and,
- The Board has by adoption of an appropriate Resolution, notified ACE that it has approved this Amendment 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 as outlined in Article 13.5.

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This MOU Amendment becomes effective the date on which the last event in time occurs.

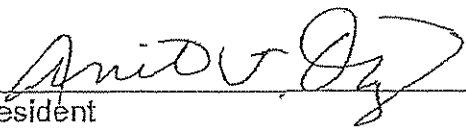
Correction


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 this Amendment or the MOU.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Confidential Management Representatives Unit MOU on this 24th day of November, 2009 to be effective as provided herein.

The Los Angeles Department of Water and Power
Association of Confidential Employees

City of Los Angeles
Representative

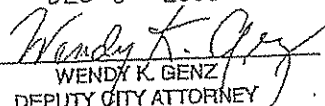

President


Interim General Manager
Los Angeles Department of Water and Power

Date: 11/24/09

Date: 12-4-09

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

DEC 04 2009
BY 
WENDY K. GENZ
DEPUTY CITY ATTORNEY