

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, 2021

Through

December 31, 2025

TABLE OF CONTENTS

| <u>Article</u> | | <u>Page</u> |
|----------------|---|-------------|
| 1 | Language - Memorandum Of Understanding | 1 |
| 2 | Recognition | 1 |
| 3 | Management – Association Relationship | 1 |
| 4 | Non-Discrimination | 3 |
| 5 | Grievance Procedure | 4 |
| 6 | Management Rights | 12 |
| 7 | Association Rights | 12 |
| 8 | Use Of Department Facilities | 12 |
| 9 | Association Representatives | 13 |
| 10 | Paid Time Off For Negotiating Committee Members | 14 |
| 11 | Dues Deduction | 14 |
| 12 | Bulletin Boards | 14 |
| 13 | Overtime | 15 |
| 14 | Hours Of Work And Work Schedules | 20 |
| 15 | Absence From Duty | 24 |
| 16 | Holidays | 25 |
| 17 | Shift Differentials | 26 |
| 18 | Mileage Allowance | 27 |
| 19 | Meal Allowance | 28 |
| 20 | Personnel File | 30 |
| 21 | Health Plan | 30 |
| 22 | Bid Plan | 31 |
| 23 | Obligation To Support | 31 |
| 24 | Savings Clause | 31 |
| 25 | Maintenance Of Existing Conditions | 32 |
| 26 | Term | 32 |
| 27 | Salaries | 32 |
| 28 | Scope Of Implementation | 34 |
| 29 | Vacations | 34 |
| 30 | Supplemental Benefits | 35 |
| 31 | Dental Plan | 38 |
| 32 | Joint Safety Committee | 38 |
| 33 | Joint Labor/Management Resolution Board | 39 |
| 34 | Dispatcher Certification | 42 |
| 35 | Temporary Assignment | 42 |
| 36 | Promotion | 42 |
| 37 | Evaluation/Performance Review | 43 |
| 38 | Subsistence And Lodging | 43 |
| | Footnotes | 45 |

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| APPENDICES | |
| Appendix A Load Dispatchers Bid Plan..... | 47 |

**ARTICLE 1
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 (CAO) 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. The term "employee" shall be understood to refer to an LADWP employee in the Load Dispatchers Unit (Unit) plus any additions to and less any deletions from the Unit made by the Employee Relations Board.

The parties to this MOU are the LADWP, the City of Los Angeles as represented by the CAO, and the Association.

**ARTICLE 2
RECOGNITION**

Management hereby recognizes the Association as the exclusive representative of the employees in the 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 Unit, subject to the right of the employee to represent him/herself.

**ARTICLE 3
MANAGEMENT – ASSOCIATION RELATIONSHIP**

A. Continuity of Service to the Public

The LADWP 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 Association as the exclusive representative of the employees in the Unit.

During the term of this MOU and during the negotiation of a successor MOU, Management agrees that there will be no lockout. The Association agrees on behalf of itself and the employees represented by it 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 affect 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 or 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 Management and the Association 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

Management and the Association recognize that extraordinary working conditions may arise as the result of a work stoppage and that it may be necessary for Unit employees 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 the Los Angeles City Charter, 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 Management

(1) Personal Injury and Liability Insurance

Management 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 Unit employees while performing tasks under extraordinary working conditions.

(2) Loss Indemnification

Management agrees to indemnify Unit employees 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 Unit employee is directed by Management to work overtime to prepare for the possibility of a work stoppage by any employee organization, or whenever a Unit employee is required to remain on duty or on the Department's premises in order to maintain Department operations during a work stoppage, such employee will be considered to be on duty during all such hours and shall be paid at the rate of double time. If any other provision in this MOU provides greater overtime compensation, that provision shall prevail.

(c) Out-of-Class Protection

Any employee performing any and all duties as may be required during extraordinary working conditions shall be considered to be working within his or her regular Civil Service Class.

ARTICLE 4 NON-DISCRIMINATION

Management and the Association 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 to join and participate in the activities of the Association.

The provisions of this MOU shall be applied equally to all employees in the Unit without discrimination because of disability, race, color, sex (including sexual harassment and gender identity or expression, which includes actual or perceived transgender status), age, religious creed, association activity, national origin, ancestry, political belief, marital status, medical condition, HIV/AIDS (acquired or perceived), retaliation for having filed a discrimination complaint or participating in protected activity, 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 meet and conferring upon the terms of a proposed MOU is not a grievance.

General Provisions

- a. Nothing in the 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 LADWP Labor Relations Office and the employee's representative or the employee if unrepresented.

All written grievances and appeals must be either received in the LADWP 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 appropriate Management representative 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 Grievance 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 or 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) days of the date grievant and/or the Association shall have reasonably been aware of the incident.
- The grievance shall be considered waived if not presented within the fourteen (14) calendar day time limit.
- Responses shall 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 GRB should consist of:
 - Two (2) members of the Association Executive Board or their representatives and,
 - One LADWP Labor Relations Office representative and one member of Management.
 - The size of the GRB 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 designee and the General Manager or designee will meet to review any unresolved 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 designated representative, the Association may serve upon the LADWP 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 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 Management and the Association, it being understood that all other expenses including, but not limited to, fees for witnesses, copies of transcripts, and similar costs incurred during such arbitration will be the responsibility of the individual incurring same. The determination of an arbitrator resulting from any arbitration or a grievance hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU and shall be binding.

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 their appropriate supervisor/manager 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 appropriate supervisor/manager 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 immediate supervisor shall respond within fourteen (14) calendar days following the meeting with the grievant. Failure of the appropriate supervisor/manager 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 LADWP 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 same 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 LADWP 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, the grievant may file an appeal with the LADWP 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 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 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 designee, then said grievant may seek review by the Board of Water and Power Commissioners. The grievant must serve upon the LADWP 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.

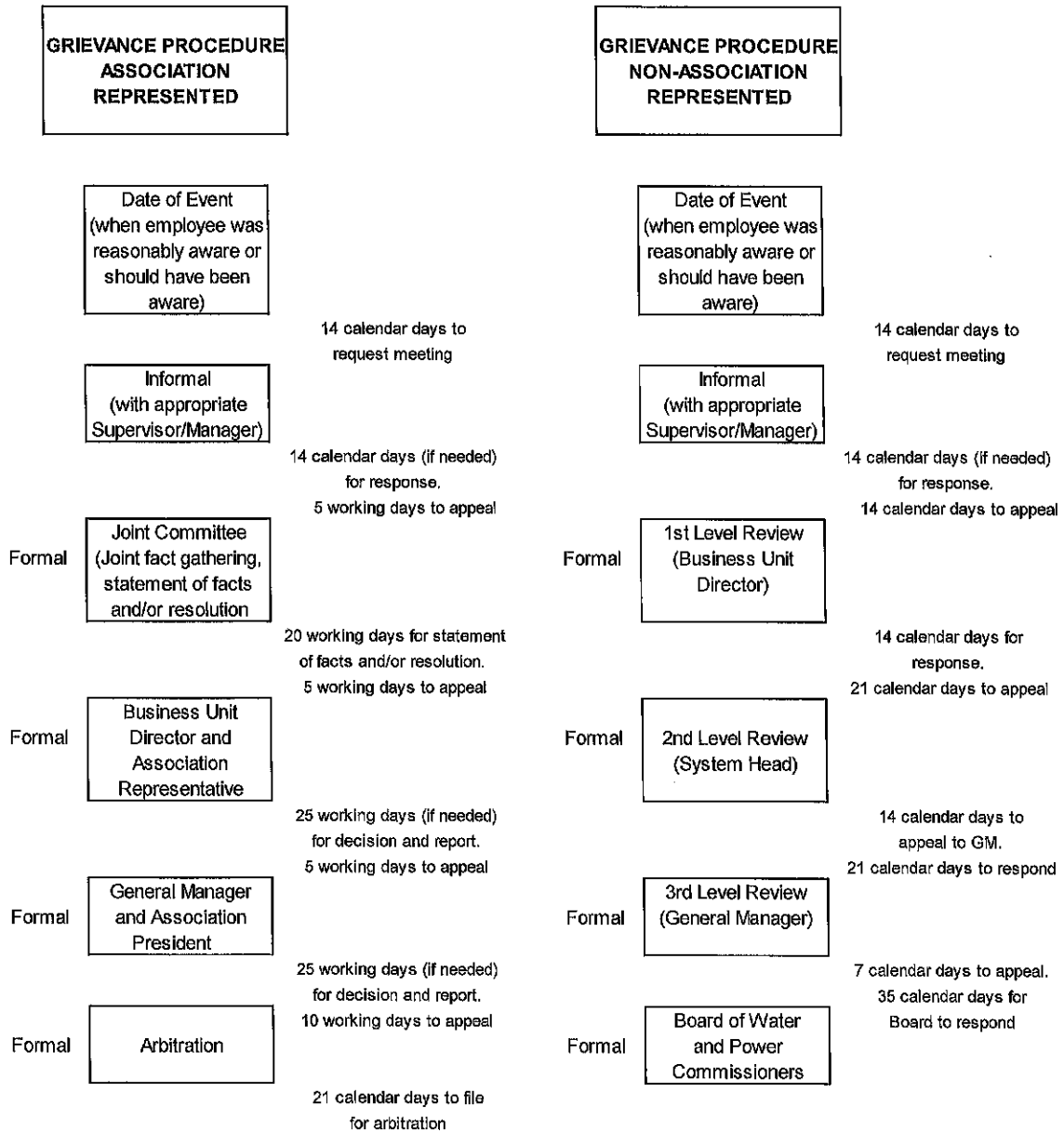
If such notice is served, the Board of Water and Power Commissioners shall afford both parties an opportunity to present oral and/or written arguments on the issues of the

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.

This Article is intended to replace Section 8.2 of the LADWP 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 services 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 self-representation 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 Article, Association representatives shall include the Association President, the two Vice Presidents, the Secretary and the Treasurer.

1. An Association representative may request of their 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 their 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 the 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 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 their 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 work 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 Unit, provided that the number shall not be less than two (2) nor more than seven (7).

**ARTICLE 11
DUES DEDUCTION**

The Department will deduct dues only on behalf of the Association.

Upon receipt of a dues deduction authorization agreement from an employee, the Department agrees to deduct from the wages of an employee 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. 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 shall remit the amounts so deducted directly to the Association or to an account specified by the Association.

**ARTICLE 12
BULLETIN BOARDS**

The Department will provide bulletin boards, or 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 the material to be posted shall be handed to the appropriate Management representative for delivery to the Director of Labor Relations. 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 LADWP Working Rules shall remain in full force and effect except where altered by the terms of this Article.

Overtime for all employees 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 may elect, at the time overtime work is performed, to accumulate overtime credits for such work as long as they have not exceeded the one-hundred sixty (160) hour maximum accumulation. Any employee so electing to be compensated in accumulated overtime credits shall accumulate such credits at the commensurate rate for cash overtime as described in the remainder of Article 13 below for each hour worked. (Prior to January 1, 2023 overtime credits shall be accumulated at the rate of one-and-one-half hours) An employee who does not elect to accumulate overtime worked as specified above shall be compensated for overtime in cash as provided in subparagraph (13.2 B) below.

Employees may accumulate up to a maximum of one-hundred sixty (160) hours of overtime credit, and may, with the approval of the General Manager, use such accumulated hours for time off with pay as follows:

1. 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;
2. For recuperation or rest;
3. 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 separation from the Department for any reason (e.g. death, transfer, resignation, or retirement) employees shall be paid promptly for all unused accumulated overtime hours at the hourly rate of their then-current salary.

Effective January 1, 2023, employees are limited to an accrual of 360 hours within a calendar year (January 1 – December 31). This accrual limit shall sunset on December 31, 2025.

- 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 two times the straight hourly rate for each hour worked.
 - a. Prior to January 1, 2023, only overtime on a Saturday, Saturday equivalent, or Alternate Scheduled Day Off (ASDO), shall be paid at the time and one-half rate. All other overtime shall be paid at the double-time rate.
 - b. Prior to January 1, 2023, if eight (8) hours or less of overtime is worked immediately preceding the normal work shift, the normal work shift will be paid at the double-time rate.
 - c. Prior to January 1, 2023, overtime worked up to one (1) hour immediately preceding the normal work shift will be paid at the appropriate rate under the previous MOU. The normal work shift that follows will be paid at the straight-time rate.
 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.

- 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 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 double-time rate, for all hours of their regular shift.

13.3 – Scheduled Overtime

Scheduled overtime is defined as any overtime other than a holdover or a call out as defined in Article 13.4.

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.

When an employee works scheduled overtime for less than eight (8) hours immediately preceding a normal shift, it will have no impact on their regular shift rate of pay. This change shall be effective 30 days after City Council approval of this MOU.

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."

Call outs four (4.0) or more hours before a normal shift will result in the full regularly scheduled shift being paid at the double-time rate. Call outs of less than four (4.0) hours before a normal shift will be paid at the double-time rate and have no impact on regular schedule rate of pay, except as noted above.

13.5 – Distribution of Overtime

No Logs shall be adjusted for provisions in Articles 13.2, 13.5.4, or 13.5.8 that occur prior to 30 days after City Council Approval of this MOU.

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

1. Accumulated Overtime Logs (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 Management or 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 (1/10) 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 an employee is unable to work an overtime shift that had been accepted by him/her, it will be considered refused overtime. If an employee gives less than seven (7) days notice that they cannot work previously accepted overtime, the entry in the log shall reflect an amount of hours equal to (both) the previously accepted and newly refused hours.
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 their normal shift (8-BNS). When an offer of overtime would result in the scheduling of 8-BNS, employees so situated will be skipped over and offered the opportunity to work 8-BNS only after all the other employees on the Log have 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 their scheduled reporting time, of such inability to report for work.
8. Employees returning from any combination of time off and/or time away from normal duties, including but not limited to, leave of absence, temporary or emergency appointment, disability, vacation, AU, or any other time of more than forty-nine (49) calendar days, and any newly qualified employee, shall receive an overtime total equivalent to the average of all employees on their Log.
9. Effective on January 1st of each year, the overtime hours of all employees in the 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 (defined as three 16-hour shifts in a 72-hour period unless 16 hours off is scheduled between one of the shifts) will not be scheduled, except in cases of emergency.

13.7(a) – Standby Pay

Employees 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

Employees 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 LADWP Working Rules shall remain in full force and effect except where altered by the terms of this 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 at least four (4) hours before the end of their last normal workday preceding such change or the employee agrees to the change without such notice; provided, however, that employees assigned to 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 they are not on duty shall be considered to be a call-out, as defined in Article 13.4 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 (5/40), four/ten (4/10), nine/eighty (9/80), or other modified work schedule. Management shall have the right to refuse an employee's request to work a 4/10, 9/80, or other modified work schedule, and to require the reversion to a 5/40 work schedule, providing that the exercise of such right is not arbitrary, capricious or discriminatory. 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 (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 ASDO 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 workday, they shall be paid at their straight time rate for all hours worked during their regular shift. All hours worked following the eight hours worked on a 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. 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. Disputes over the practical consequences of Section 14.4 of this Article are not subject to resolution through the grievance process contained in Article 5.
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 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.
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:

1. 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.
2. Where an unforeseeable event occurs, the three-day provision may be waived.
3. 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.
4. An employee may take time off under this Article in any increment requested. However, when such a request would result in the employee working less than two (2) hours of the assigned 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 employees with Family Medical Leave Act benefits in accordance with applicable Federal legislation and/or State of California or State of Nevada legislation for employees 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 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 to 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 LADWP Working Rules and shall remain in effect unless specifically changed in this MOU. 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 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. Indigenous Peoples 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

*Should another recognized LADWP employee organization receive any additional holidays other than referenced above, that provision shall be extended to employees of this unit.

** This holiday is provided in exchange for the four (4) paid hours of time off traditionally provided on an employee's last regularly scheduled work day before Christmas, as designated by the Board. Note: Should another recognized LADWP employee organization receive the Cesar 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 their 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 four percent (4%) of the applicable rate for each hour worked during any such normal shift.

Each employee who is regularly scheduled to start their normal shift at or after 9:00 p.m. but before 4:00 a.m., shall receive, in addition to other compensation, a pay differential of seven percent (7%) of the applicable rate for each hour worked during any such normal shift.

Each employee who is regularly scheduled to start their normal shift at or after 2:00 p.m. but before 4:00 a.m. shall not be entitled to receive a pay differential during any absences from work.

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 their normal shift at or after 2:00 p.m. but before 9:00 p.m. and who performs overtime work on continuation of the 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% of the applicable rate for each hour of such overtime worked.

Each employee who is regularly scheduled to start their normal shift at or after 9:00 p.m. but before 4:00 a.m. and who performs overtime work in continuation of the 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% of the applicable rate for each hour of such overtime worked.

ARTICLE 18 MILEAGE ALLOWANCE

- A. When an employee uses their personal vehicle to conduct Department business as authorized by the General Manager, he/she shall be paid compensation for such use during each calendar month in accordance with the following:
 - 1. All miles driven paid at the standard mileage rate as affixed by the Internal Revenue Service (IRS) and posted on LADWP's intranet at <https://mydwp.ladwp.com/webcenter/portal/ladwp/home/mydwp/mydwp-bulletins>
 - 2. Necessary parking fees or charges, exclusive of LADWP facilities

- B. When an employee is required to have their personal vehicle available for use to conduct Department business, he/she 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 vehicle is required to be available and is available but not actually driven on Department business;
 - 2. For each day driven on Department business;
 - 3. For all miles driven paid at the standard mileage rate as affixed by the IRS, and;
 - 4. Necessary parking fees or charges exclusive of LADWP facilities

The vehicle per diem referenced above shall be calculated based on 80 percent of the "Ownership Costs – Equivalent per day" as published by the American Automobile Association (AAA) in the pamphlet entitled, "Your Driving Costs in Southern California." The vehicle per diem shall be adjusted with each subsequent publication of the AAA pamphlet.

If AAA ceases to publish the "Your Driving Costs in Southern California" pamphlet for a particular calendar year, the information published in the AAA pamphlet entitled, "Your Driving Costs" shall be utilized to calculate the per diem. Should this occur, the per diem shall be calculated based on 85 percent of the "Ownership Costs – cost per day" for a medium sedan.

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 are covered by the provisions of LADWP Working Rule 8.5 – Department Self Insurance, contained in the Department's Administrative Manual-Policy. (Copies of Working Rule 8.5 are available on the Department's website).

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 \$25.00 for each designated meal period. Prior to January 1, 2023, this allowance shall be paid at \$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 are 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 LADWP Working Rules Section 5.9, mealtimes are fixed 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 LADWP 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 their duties while consuming overtime meals and,

Each other employee when the notification to perform overtime work was received after the end of their 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 LADWP Working Rules.

Effective July 1 of each contract year:

the rate for "on-system" meals away from home 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-Riverside-Orange County Area (1982-84=100) and shall be posted on LADWP's intranet at <https://mydwp.ladwp.com/webcenter/portal/ladwp/home/mydwp/mydwp-bulletins> each year.

The Department agrees to provide, in the event of emergency conditions in which employees 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 Deficiencies (NTCD) 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 personnel 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

A. LADWP Contribution

Effective July 1 of each year for each eligible employee, the Department will contribute an amount not to exceed the dollar value of the Kaiser Family Plan rate (maximum monthly subsidy), toward the cost of any one of the following health insurance programs during the term of this MOU:

- (a) Kaiser Health Plan
- (b) United Healthcare Plan

The maximum monthly subsidy will be applied and limited by the employee's election, if any, to coverage under one of the Department-sponsored health insurance plans listed in (a) and (b) above. In the event an eligible employee elects to cover his or her eligible dependents as provided for in these plans, the unused portion of the maximum monthly subsidy, if any, will be applied toward such dependent coverage under the same plan.

- B. In the event that the employee is enrolled in a health insurance plan that has a monthly premium that exceeds the Department's maximum monthly subsidy, then said employee shall pay the total of the difference between the cost of his or her monthly health insurance plan premium and the Department's maximum monthly subsidy, on a biweekly basis, for the plan in which the employee is enrolled.

ARTICLE 22 BID PLAN

See Load Dispatchers Bid Plan appended to this MOU as Appendix A.

ARTICLE 23 OBLIGATION TO SUPPORT

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 Association 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 deletion from the terms and conditions of this MOU. However, this Article shall not preclude the parties from appearing before the Board, the Mayor or any other elected official to advocate or urge the adoption and approval of this MOU.

ARTICLE 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 Association and Management agree to meet promptly, and as necessary, to expeditiously renegotiate such 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 LADWP 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 the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan.

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, 2021, and ending on December 31, 2025. Unless specified herein, all provisions of this MOU shall remain in full force and effect until the adoption of a successor MOU.

During the term of this MOU, the Association and Management may mutually agree to consider specific proposals, and will meet to discuss proposals regarding a successor MOU beginning no later than October 1, 2025.

**ARTICLE 27
SALARIES**

- A. Each employee shall receive a one-time, taxable, non-pensionable, lump-sum payment of an amount equal to 2% of each individual employee's 2021 gross earnings, exclusive of any flat-rated compensation, such as meals. Payment shall be made as soon as possible after implementation of this MOU.
- B. Each employee shall receive a one-time, taxable, non-pensionable, lump-sum payment of an amount equal to 6% of each individual employee's 2022 gross earnings, exclusive of any flat-rated compensation, such as meals. Payment shall be made as soon as possible after implementation of this MOU.

- C. Effective January 1, 2023, the Department will provide 2%, 4%, and 5.5%, compounded to cover 2021, 2022, and 2023, cost-of-living adjustment.
- D. Effective January 1, 2023, the Department will provide a 4.5% (calculated after the cost-of-living adjustment) salary adjustment.
- E. Effective January 1, 2024, 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 2022 to August 2023 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to two and one-half percent (2.5%), the salary ranges shall be increased by two and one-half percent (2.5%), and if the CPI increases by five and one-half percent (5.5%) or more, the salary ranges shall be increased by five and one-half percent (5.5%).
- F. Effective January 1, 2025, 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 2023 to August 2024 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to two and one-half percent (2.5%), the salary ranges shall be increased by two and one-half percent (2.5%), and if the CPI increases by five and one-half percent (5.5%) or more, the salary ranges shall be increased by five and one-half percent (5.5%).
- G. Effective July 1, 2025, the Department will provide 4% (calculated after the cost-of-living adjustment) salary adjustment.
- H. Effective January 1, 2023, Load Dispatcher Trainees shall receive a one-time \$10,000 bonus upon completion of probation following assignment to a permanent Load Dispatcher position. If an employee has already received any training bonus, the total bonus shall not exceed \$10,000.

Notwithstanding the provisions of the Los Angeles Administrative Code, an employee in the Unit who advances from Load Dispatcher to Senior Load Dispatcher shall receive the same step rate upon advancement as had been received in the former position and credit shall be retained for time in the step rate as had been accrued in the former position.

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 held 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.

Notwithstanding the provisions of the Los Angeles Administrative Code, a City of Los Angeles/Department of Water and Power employee appointed to a 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 their 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.

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 jointly drafted recommendation of the City of Los Angeles, LADWP and the Association and shall not become binding in whole or in part, unless and until all of the following have occurred:

The Association has notified the Board of Water and Power Commissioners that the MOU was ratified in its entirety by the Association's membership, as evidenced by the Association's authorized representative affixing their signature hereto; and

The Board has by adoption of an appropriate Resolution notified the Association that the MOU is approved in its entirety, as to items within the Board's authority, by the Department, as evidenced by the General Manager affixing their signature hereto; and

The Los Angeles City Council has taken appropriate action approving and setting the salaries agreed to herein and has also approved the items that had been approved by the Board.

Upon approval, the result shall constitute the January 1, 2021 through December 31, 2025, Load Dispatchers Unit MOU.

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. Vacation time is governed by Division 4, Chapter 6, Article 1, of the Los Angeles Administrative Code.
- B. In general, subject to the provisions of said Article 1, employees will accrue vacation time in accordance with the following chart:

| Years of Service Completed | Total Number of Vacation Days | Monthly Accrual Rate In Hours/Minutes |
|-----------------------------------|--------------------------------------|--|
| 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 exceptions:

- A. Disability benefits for a temporary disability of ten (10) work days or less shall be calculated at the gross salary base rate and the appropriate federal and state taxes withheld and paid to the Internal Revenue Service and the State Franchise Tax Board.
- B. Disability benefits for a temporary disability which exceeds the (10) work days shall be calculated at the level of benefits to which the employee 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.
- F. In order to receive paid temporary disability benefits as described in paragraph (A), all employees shall be required to submit medical certification (e.g. doctor's note) for absence due to illness or injury of three (3) or more consecutive workdays.

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 employee who enrolls for such benefit, provided said employee makes a contribution of \$2.25 per pay period for as long as he/she desires such coverage. Additionally, the benefit shall not be effective until the employee 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.

The plan benefits for Tier 2 retirees shall be consistent with the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan as approved by the Board effective January 1, 2014.

30.5 – Supplemental Payment

A one-time taxable cash payment of \$2,500 will be provided to employees on active payroll as of January 1, 2021. Payment shall be made as soon as possible after implementation of this MOU.

A one-time taxable cash payment of \$2,500 will be provided to employees on active payroll as of January 1, 2022. Payment shall be made as soon as possible after implementation of this MOU.

A one-time taxable cash payment of \$2,500 will be provided to employees on active payroll on January 1, 2023. Payment shall be made as soon as possible after ratification of this MOU.

A one-time taxable cash payment of \$2,500 will be provided to employees on active payroll on January 1, 2024. Payment shall be made on the first pay period following January 1, 2024.

A one-time taxable cash payment of \$2,500 will be provided to employees on active payroll on January 1, 2025. Payment shall be made on the first pay period following January 1, 2025.

30.6 - Additional Payments

A one-time taxable cash payment of \$7,500 will be provided to employees (except trainees) on active payroll on June 30, 2021.

A one-time taxable cash payment of \$7,500 will be provided to employees (except trainees) on active payroll on June 30, 2022.

ARTICLE 31 DENTAL PLAN

The Department will provide an indemnity type dental plan, and/or a group type dental plan open to all eligible employees in this Unit. Effective July 1 of each year for each employee in the Unit, the Department will contribute a monthly dental subsidy equal to the cost of any one of the dental insurance programs sponsored by the Department. The Department's maximum monthly contribution shall not exceed the Delta Dental Plan rates for employee only, employee and one dependent, and family coverage. If during the term of this MOU, the rates for the current level of benefits are increased or decreased by Delta Dental, the Department's maximum contribution will be adjusted to equal Delta Dental rates for each category.

A unit member must be a member of the Water and Power Employee's Retirement, Disability and Death Benefit Plan to be eligible to receive the Department's dental plan contribution.

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 Association and Management 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 to ensure 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 (JRB or Joint 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 Association and Management.

4. Training

Any person appointed to the Board, or any other joint Labor/Management committee, shall be trained in the Mutual Gains process as soon as possible for 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 Department and the Association agree that a Joint Labor/Management Executive Equity Committee (EEC) shall be established to deal with inequities.

**ARTICLE 34
DISPATCHER CERTIFICATION**

Permanent 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 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. 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 an employee 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 employee 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 position/DDR.

**ARTICLE 35
TEMPORARY ASSIGNMENT**

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 a 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 Association and Department agree to meet for the purpose of establishing a performance review/evaluation process for Unit employees.

**ARTICLE 38
SUBSISTENCE AND LODGING**

The Department shall provide Subsistence and Lodging to prospective LADWP employees that currently occupy a permanent bid position in remote location external to the Los Angeles Basin, who promote into the 5.30 Trainee position of Load Dispatcher Trainee (LDT). The Department agrees to provide this Subsistence and Lodging to these employees for a period of time not to exceed one (1) year, and will be effective for these prospective LDTs from the date of their appointment to LDT. This provision shall terminate on December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year below written.

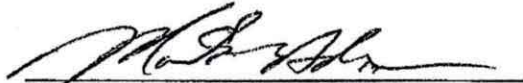
FOR THE ASSOCIATION:



DAVID M. FIFE, PRESIDENT

Date: 5/2/2023

FOR THE CITY OF LOS ANGELES:



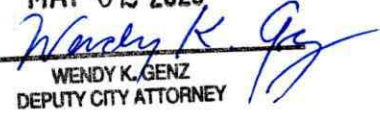
MARTIN L. ADAMS, GENERAL
MANAGER AND CHIEF ENGINEER
Department of Water and Power

Date: 4/28/23

AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY
HYDÉE FELDSTEIN SOTO, CITY ATTORNEY

MAY 02 2023

BY 
WENDY K. GENZ
DEPUTY CITY ATTORNEY

City Attorney's Office

Date

FOOTNOTES

Footnote 1

When the facility that employees report to meets 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 cumulatively 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 cumulatively 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 for 2.5 percent, for a total salary adjustment of five (5) percent*, which shall become part of their base 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 D, 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 ½%) 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 (approximately 5.5%) plus 2 ½% 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 hired prior to January 1, 2023 shall receive a \$2500 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 \$5,000 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 total lifetime training bonuses shall not exceed \$10,000.

Footnote 6

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 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 (EEO) 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 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 their 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 their right to their 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 their 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. Terminated 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. Repeal of Specialist assignment per Section G 6.9
- d. 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 of 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:
 - Trainer;
 - Research and Reports;
 - Outage Coordinator (Request or Bid positions);
 - Computer Display;
 - Other positions mutually agreed to by Management and the Association;
 - Other specialized support positions expected to last less than two years.

Labor and Management are committed to taking full advantage of our collective workforce skills, knowledge, and experience. Thus, the Parties will establish a Joint Labor/Management Committee (JLMC), comprised of 4 mutually selected members, and implement a Letter of Agreement (LOA) process for specialized support positions of this bid plan.

1. Selection of employees for specialized support positions shall be made entirely at the discretion of Management, and shall be referenced as a "Special Assignment."
2. The Joint Labor/Management LOA process will establish conditions

for each Special Assignment, such as (but not limited to) job responsibilities, overtime eligibility, anticipated duration, and related duties.

3. Up to seventeen (17) of the above described positions in total, may be compensated with a specialist premium as noted in Footnote 3.

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

4. Management shall maintain the employee's ability to revert to their previous bid position (while on Special Assignment) for up to two (2) years.
5. Special Assignments will renew every year, unless Management decides to rescind the Special Assignment offer during their yearly extension evaluation. If LADWP does not extend the employee's Special Assignment for an additional year, the employee will be placed in another position as follows:
 - a. For employees that held the Special Assignment for 2 years or less, they will be returned to their previous bid position.
 - b. For employees that held the Special Assignment for more than 2 years, they will be placed based on their bid plan on file through the normal bid plan procedure.
6. During the normal term of a Special Assignment, Management may initiate a repeal of an employee holding a Special Assignment, for cause. No Special Assignment shall be repealed for arbitrary or capricious reasons, for rotation of personnel, or for reasons not consistent with LADWP policy or the MOU. All mid-term repeal requests shall be considered by the JLMC, with a recommendation that shall be approved by the Joint Resolution Board (JRB). Recommendations shall be in the best interest of the collective workforce and the Department. Issues that cannot be resolved through the JLMC process will be taken to the JRB, where a final determination will be made.
 - a. For employees that held the Special Assignment for 2 years or less, they will be returned to their previous bid position.
 - b. For employees that held the Special Assignment for more than 2 years, they will be placed based on their bid plan on file through the normal bid plan procedure.

7. If, during the normal term of a Special Assignment, the assignee elects to terminate their Special Assignment for personal reasons, a thirty (30) calendar day notice shall be provided to the Association and Management, unless both parties agree otherwise.
8. During the term of their Special Assignment, the assignee remains eligible to apply for transfer opportunities, and will be notified of such, by the existing LDA bid plan notification process.
9. Employees awarded a specialized position under a previous MOU will be required to sign a LOA to remain in Special Assignment within 120 days of the implementation of this MOU, and will have Displacement Rights as described in Section F of this Bid Plan if their Special Assignment is repealed (per Section G.6.5 or G.6.6) in the first 2 years after this MOU is implemented. If the incumbent of a specialized position declines the provisions of the Special Assignment LOA, they shall be placed according to their bid plan on file, and have Displacement Rights as described in Section F of the Load Dispatchers Bid Plan.
10. If a Temporary Assignment is made (per Article 35) to perform duties substantially similar to a specialized support position (expected to last greater than 49 calendar days), they will be compensated with a specialist premium.