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

Between

THE CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER

and

THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721

Security Unit

October 1, 2010

through

September 30, 2017

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ARTICLE 1

DEPARTMENT — UNION RELATIONSHIP

A. Continuity of Service to the Public

The Los Angeles Department of Water and Power (hereinafter referred to as LADWP or Department) is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of the Department's customers. The obligation to maintain these public services is imposed upon the Department and the Service Employees International Union (SEIU), Local 721, (hereinafter referred to as Union) during the term of this Memorandum of Understanding (MOU) and the certification of the Union as the exclusive representative of the employees in this representation unit.

During the term of this Agreement and during negotiations of successor MOUs the Department agrees that there will be no lockout. The curtailing of operations in whole or part for operational or economic reasons shall not be construed as a lockout. The Union agrees on behalf of itself and the employees represented by it that there are legal restrictions imposed by law regarding strikes and other types of concerted actions, and in recognition of that fact agrees that there will be no authorized concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interference, expressed or implied, direct, indirect, coercive or otherwise, with the Department's business. The Union agrees that, should any such acts be committed by any employee or employees, it will openly and publicly denounce and discourage said acts and work with the Department to affect the cessation of said acts.

It is mutually understood and agreed that the Department has the absolute 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, work stoppage, slowdown, sick-out or any other concerted refusal to work or for failure to report for work or who participates in any manner in any picketing in support of a strike, work stoppage, work slowdown or any other concerted action.

The provisions of this Article are additional to and shall not detract in any way from the restrictions imposed by law on strikes and other types of work stoppage by public employees. Additionally, the Union agrees that should the aforementioned legal restrictions on strikes and work stoppage be removed, the provisions of this Article shall remain in effect.

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 Union and to establish and maintain proper standards of wages, hours and other terms and conditions of employment.

ARTICLE 2

RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the Service Employees International Union was certified on December 26, 1974, by the Employee Relations Board of the City of Los Angeles as the majority representative of Department employees in the Los Angeles Department of Water and Power Security Unit (hereinafter referred to as "Unit") as found to be appropriate by said Employee Relations Board. Management hereby recognizes the Service Employees International Union as the exclusive representative in said Unit.

ARTICLE 3

LANGUAGE — MEMORANDUM OF UNDERSTANDING

The terms "Management" or "employer" shall be understood to refer to the General Manager of the Los Angeles Department of Water and Power. The term "Union" shall be understood to refer to the Service Employees International Union, Local 721.

Throughout this MOU, the use of masculine pronoun shall be understood to include the feminine and the feminine to include the masculine.

The term "employee" shall be understood to refer to an employee in the Security Unit as established by the Los Angeles City Employee Relations Board for the representation election at the Los Angeles Department of Water and Power on December 17, 1974, plus any additions to and less any deletions from the Unit heretofore or hereafter made.

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

ARTICLE 4

NON-DISCRIMINATION

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

ARTICLE 5

GRIEVANCE PROCEDURE

Definition

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

General Provisions

a. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter either under 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 his grievance because of Department-imposed limitations in scheduling meetings.

c. Grievants have the responsibility to discuss their grievances informally with their immediate/appropriate supervisor. The supervisor is obligated, upon request of a grievant, to discuss the grievance at a mutually satisfactory time. Grievants may be represented by a representative of their choice in the informal discussion with their immediate supervisor, and in all formal review levels.

d. The time limits hereinafter provided between steps of the grievance procedure may be extended only by mutual agreement. In addition, by mutual agreement, any level of review may be waived from this grievance procedure. Agreements under this section shall be made between the Labor Relations Office and the employee's representative or the employee if unrepresented.

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

e. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a full-time Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If a full-time Union Staff Representative elects to attend said grievance meeting, the representative shall inform the Labor Relations Office of that fact. The Union is to be notified of the resolution of all formal grievances.

f. It is understood and agreed that Section 3502 of the California Government Code grants to public employees the right to represent themselves individually in their employment activities, which includes grievances. Nothing in this MOU shall be construed as to abridge, limit or restrict that right.

g. Employees who file a grievance and elect representation by the Union shall be permitted to be present and testify at any step of the grievance procedure if their attendance is requested by either the Union or Management.

h. Expedited arbitration and/or a bench decision may be used by mutual agreement.

Union Procedure

Preamble

The purpose of this Procedure is to solve problems fairly and as expeditiously as possible at the lowest possible level. This Procedure is a problem solving process. At each step, a good faith effort will be made to resolve the issue. Grievants, who elect to use the Joint Labor Management Investigatory Committee (JLMIC) process, do so with the knowledge that if a consensus decision is reached, the decision is binding and there is no right to appeal.

I. Informal Step

- The grievant and/or the Union will meet informally with the appropriate supervisor/manager to resolve all issues within their level of authority.

- The grievant and/or the Union will notify the appropriate supervisor/manager within fourteen (14) calendar days of the date of the grievable incident or within fourteen (14) calendar days of the date the grievant and/or the Union should have reasonably been aware of the incident.

- The grievance shall be considered waived if not presented within the fourteen (14) calendar day time limit.

- It is the intent of the Parties that responses be given to the grievant and/or the Union as soon as possible, but, due to special circumstances or length of investigations, supervisor/managers will have up to fourteen (14) calendar days to respond.

- If the grievance is not resolved at the informal step, a formal intent to file a grievance may be filed within fourteen (14) calendar days of the response.

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

- The Union and Management will designate representatives to be members of a local Joint Labor/Management Investigatory Committee (JLMIC) to establish the facts and participate in discovery of relevant information.

- The Committee should consist of the Labor Relations Representative, the appropriate Manager, the Union Representative, and the Shop Steward.

- The JLMIC has the authority to resolve the issue(s).

- A joint statement of facts and/or decision will be rendered within twenty-five (25) calendar days from the receipt of the written grievance and a copy of that decision will be forwarded to the Union and the Division Director. This decision will be binding.

- If the grievance is not resolved by consensus at this step, the grievant will be notified and the JLMIC will submit an executive report to the Division Director. The grievance may be appealed to the next step within fourteen (14) calendar days of notification.

III. Review — Division Level

- Union representatives and the appropriate Division Directors/Line Managers will meet on a regular basis to review unresolved cases forwarded to them by the JLMIC. The Division Director will have fourteen (14) calendar days to issue a response for a grievance unresolved by the JLMIC.

- Minutes of these meetings will be kept and written reports will be prepared for each issue dealt with.

- The Parties have the authority to resolve all issues forwarded to them.

- If the grievance is not resolved at this step, the grievance may be appealed to the next step within fourteen (14) calendar days of the response.

IV. Review — Department Level

- A Union representative and the Department General Manager or designee will meet as necessary, at the request of either party, to review and resolve cases referred to them from the Division level.

- There will be a written record of the hearing and within 30 days of the meeting, the General Manager or designee will provide the decision to the Union.

V. Arbitration

- If the issue is not resolved at the Department level, the Union may file to arbitration within twenty (20) calendar days from the date of the written decision at the Department level.

- The grievance shall be considered waived if the Union does not file within the twenty (20) calendar day time limit.

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

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

Individual Procedure

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

Initial Step — Informal Discussion

The grievant shall discuss the grievance with the employee's immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor 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 his meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his grievance to the first level of review within the time limits prescribed in Step 1.

Step 1 — First Level of Review

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

If such written notice is served, the person designated by Management to review the grievance at Step 1 shall meet with the grievant, and a written decision or statement of the facts and issues shall be rendered to the grievant, if any, within twenty-five (25) calendar days from the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance to the second level of review, within the time limits prescribed in Step 2.

Step 2 —Second Level of Review

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

If such written notice is served, the person designated by Management to review the grievance at Step 2 shall meet with the grievant and a written decision shall be rendered to the grievant and his/her representative, if any, within fifteen (15) calendar days of the date of service. Failure of Management to respond or meet

within such time limit shall entitle the grievant to process the grievance to the third level of review.

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

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

If such notice is served, the General Manager or the designated representative will afford the party(s) an opportunity to present oral and/or written arguments on the merits of the grievance. The General Manager or his/her designated representative shall render to the grievant, a written decision within thirty (30) calendar days from the date said arguments were submitted. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance to the fourth (4th) level of review.

Step 4 —Board of Water and Power Commissioners' Review (Fourth Level of Review)

In the event a grievant is not satisfied with the written decision of the General Manager, or the designated representative, then said grievant may seek review by the Board of Water and Power Commissioners (hereinafter referred to as Board). The grievant must serve an appeal upon the Labor Relation's Office within fourteen (14) calendar days following receipt of the grievance decision in Step 3. Failure of the grievant to file such appeal shall constitute a waiver of the grievance.

If such notice is served, the Board 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 to render a decision within thirty-five (35) calendar days from the day said arguments were concluded.

The foregoing Article is intended to replace Section 8.5 of the Working Rules for all employees covered by this MOU.

ARTICLE 6

MANAGEMENT RIGHTS

Responsibility for Management of the Department and direction of its work force is vested in the Board and the General Manager, whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of Department

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

ARTICLE 7

UNION RIGHTS

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

The Union shall be notified and shall be permitted to participate in meetings between the Department and any employee or group of employees in which there is a determination of the terms and conditions of this MOU.

The Union shall be notified of all grievances and shall be privy to written material submitted as a part of the grievance. The Union shall be permitted to be present at all meetings between the Department and the grievant(s) to be sure that the terms and conditions of this MOU are complied with.

ARTICLE 8

UNION ACTIVITY

8.1 — Access of Union Staff Representatives

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

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

representative shall inform the Union representative(s) when that access can be authorized.

The Union shall provide the Labor Relations Office of the Department with a list of authorized staff representatives, which list shall be kept current by the Union. Access to work location will be granted only to Union staff representatives on the current list.

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

8.2 — Shop Stewards

The Union shall have the right to appoint a shop steward(s) at each work location. The Union shall notify the Department of the name(s) of the shop steward(s) and the location(s) where the shop steward(s) will serve.

8.2(1)

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

8.2(2)

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

8.2(3)

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

8.2(4)

The shop steward shall be permitted to be present at any meeting in which any disciplinary action is to be taken, unless the employee requests that the shop steward not be present.

8.2(5)

In speaking to employees on the job, the shop steward, on entering a work location, shall inform the supervisor of the steward's desire to talk to an employee or group of employees concerning a specified complaint or grievance. Permission to leave the job will be granted promptly to the employee(s) involved

unless such absence would cause an undue interruption of work. When permission is requested in order to process a grievance, denial of permission to speak to employees, or perform any of the other duties of the shop steward shall automatically constitute an extension of the limits of the Grievance Procedure, equal to the amount of the delay. If the employee(s) cannot be made available, the shop steward shall be immediately informed when the employee(s) will be made available.

8.3 — Leaves of Absence

It is recognized that the granting of leaves of absence are subject to Civil Service Rules and policies. It is therefore agreed that to the extent possible, the Department shall grant and recommend for Civil Service approval, leaves of absence for no more than three (3) employees in this Unit. It is understood that these employees should be hired by the recognized employee organization certified to represent the employees in this Unit on a full-time basis. Such leaves of absence may be for periods of up to one year, but in no event shall the Department recommend any one employee an accumulation of more than three (3) years continuous leaves of absence. In order to be eligible, an employee must have completed three (3) years of continuous service with the Department.

An employee, upon returning from such a leave of absence, shall be entitled to return to his former classification and pay grade with Civil Service Rules and policies.

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

8.4 — Paid Time Off for Negotiating Committee Members

The negotiations of successor MOUs are recognized as a part of the employee's rights under prevailing statutes and ordinances. For this reason, the Department shall provide necessary time off during regular working hours without loss of pay or other benefits to employees who are designated by the Union to be part of a negotiating committee. The number of employees granted such time off shall be based on a ratio of one for each one hundred (100) employees in the representation unit, provided that the number shall not be less than two (2) nor more than seven (7). Arrangements may be made by Security Services management, when operating needs allow, for negotiating members to change shifts, to attend such meetings and any such change, shall not result in any penalty payment.

8.5 — Agency Shop

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

8.5(A) — Dues/Fees

8.5(A)(1)(a)

Each permanent employee* in this Unit (who is not on leave of absence) shall, as a condition of continued employment, become a member of the certified representative of this Unit, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU, or a period of three (3) years from the operative date of this Article, whichever comes first. Such amounts shall be determined by the Union and implemented by the Department in the first payroll period, which starts thirty (30) days after written notice of the new amount is received by the Department (*A completed six continuous months of City service from his/her original date of appointment and who is a member of the DWP Employees' Retirement Disability and Death Benefit Insurance Plan)

8.5(A)(1)(b)

Notwithstanding any provisions of Article 2, Section 4.203 of the Los Angeles Administrative Code (LAAC) to the contrary, during the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by a qualified organization other than SEIU, Local 721, will not be accepted by the Department. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the Department's meet-and-confer process.

8.5(A)(2)

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

8.5(B) — Exceptions

8.5(B)(1)– Management, Supervisory or Confidential Employees

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

8.5(B)(1)(a)

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

8.5(B)(1)(b)

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

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

8.5(B)(2) — Religious Objections

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

8.5(C) — Management Responsibilities

8.5(C)(1)

The Department shall cause the amount of the dues or service fee to be deducted from twenty-four (24) biweekly payroll checks of each employee in this Unit as specified by the Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary

consent in the form of a payroll deduction card signed by the individual employee.

8.5(C)(1)(a)

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

8.5(C)(1)(b)

A fee of nine cents ($.09) per deduction shall be assessed by the Department for the processing of each payroll deduction taken. The Department will deduct the aggregate amount of said fees on a biweekly basis.

8.5(C)(2)

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

8.5(C)(3)

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

8.5(C)(4)

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

8.5(D) — Union Responsibilities

8.5(D)(1)

The organization shall keep an adequate itemized record of its financial transactions and within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

8.5(D)(2)

The Union certifies to the City that it has adopted constitutionally acceptable procedures to enable non-member agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, Et Al. V. Hudson, 106 S. CT. 1066 (1986).

8.5(D)(3)

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

8.5(E) — Rescission

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

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

8.6 — Bulletin Boards

8.6(1)

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

a. Notices of Union meetings.

b. Notices of Union elections and their results.

c. Notices of official Union business.

d. Notices of Union recreational and social events.

e. Any written material that has received the prior written approval of the Department by its designated representatives.

8.6(2)

In the John Ferraro Building, bulletin board space shall be on the "A" level.

In all other permanent locations where members of the Union are employed, bulletin board space shall be provided for Union use.

8.6(3)

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

8.6(4)

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

8.7 — Union Optical Program

The Department will forward to the Union, bi-weekly for each employee in the Unit on paid status, three dollars and twenty-five cents ($3.25). This amount shall be allocated to Union's optical program.

The union agrees to indemnify and hold harmless the City against all claims, including costs of suits and reasonable attorney fees and/or other forms of liability arising from the implementation of the provisions of this Article.

ARTICLE 9

OVERTIME

9.1 — General Rules

The rules pertaining to overtime payments are set forth in Section 5.4 of the Working Rules. Overtime shall normally be paid for at the rate of time and one-half. Overtime shall be paid for the following:

9.1(1)

Time worked outside of the normal work schedule.

9.1(2)

Time worked on holidays or holiday equivalents outside of the normal work schedule of the employee.

9.1(3)

Time worked continuously within the employee's normal workday when eight (8) hours of overtime have been worked continuously immediately preceding the commencement of the normal workday, provided that one (1) hour or less off duty immediately preceding the commencement of the normal workday, and time for meals shall not be considered an interruption of continuous work.

9.1(4)

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

9.1(5)

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

9.1(6)

When an employee has worked sixteen (16) hours or more, exclusive of travel time, during a period of twenty-four (24) consecutive hours, the supervisor shall determine, subject to the provisions of Section 5.4 of the Working Rules, whether or not the employee shall work during the regularly scheduled hours of his next succeeding normal workday, unless eight (8) consecutive hours off duty shall have elapsed between the ending of such work and the beginning of such regularly scheduled hours; however, where eight (8) consecutive hours off duty shall not have so elapsed such employee shall not be required to work during such normal workday unless his services are required in connection with emergency work of the Department.

9.1(7)

When an employee, subject to Paragraph 6 above, is not required to work during all or part of the hours of his next succeeding normal workday, he shall be paid for such regularly scheduled hours at the straight-time rate.

Generally, double time shall be the rate for overtime worked as follows:

1. Sundays and holidays or equivalent;

2. Time worked in excess of sixteen (16) consecutive hours; and

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

Continuous operation, shift and cumulative hour employees, 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 at the rate of time and one-half for each hour worked in addition to their normal pay. Time worked outside of regular hours on such days shall be paid at the double-time rate.

The inclusion of the forgoing provision (Article 9.1) in this MOU is intended for reference and information only and does not in any way alter or replace Section 5.4 of the Working Rules.

9.2 — Scheduled Overtime

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.

9.3 — Call Out

A call out is a communication to an employee who is off duty directing the employee to report for overtime work. Employees who are called out (other than for scheduled overtime) between 12 midnight and 6 a.m. shall receive a minimum of two (2) hours at the double-time rate. 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 for 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.

9.3(a) – Disturbance

Whenever an employee is contacted by the Security Service's Management, while on off-duty status, to furnish information needed to maintain the continuity of Department business, without the necessity of having to personally report to duty, such employee shall receive compensation at the rate of one (1) hour at the appropriate overtime rate for each instance for such work performed. More than one instance in the same time period for which compensation is provided under this provision shall not be in addition to compensation provided under any call out provision. Employees shall not knowingly create situations which invoke a

disturbance call and subsequent payment, and in such cases, if proven, could be subject to disciplinary action. This provision does not apply to calls related to scheduling and overtime.

9.4 — Limits on Overtime

Notwithstanding any other provisions of this Article 9, any employee compensated at or above an hourly rate of $33.53 shall be compensated for each hour of overtime worked at the straight-time rate except that any employee performing work during emergency condition declared by the General Manager shall be paid in accordance with the provisions contained in sections 1 through 3 of Article 9. Should the provisions of this paragraph conflict with the Fair Labor Standards Act (FLSA), employees covered by the FLSA shall receive benefits required thereby.

9.5 — Travel Time

When Security Officers assigned under Duties Description Records No. 93-31001 and No. 93-31002 drive a personal vehicle between locations for purposes of overtime duties they shall receive an additional 30 minutes of compensation at the straight-time rate. If additional location changes are required during the overtime shift, the employee shall receive an additional 30 minutes travel time compensation for a maximum of one (1) hour at the straight-time rate for any given workday, regardless of the amount of travel. Compensation under this Article is in lieu of mileage reimbursement as provided in Article 15.1 of this MOU.

9.6 — Overtime Log

Effective upon adoption of this amendment, overtime shall be offered equitably among unit employees who volunteer and sign-up for said overtime. The log shall track and display overtime for all unit employees. Specific details of how the overtime log will be administered will be established through the Joint Labor-Management Security Committee.

9.6(1) – Accumulative Overtime Log

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

The Watch Commander shall keep a log called the Overtime Request Log at the Security Monitoring Station (SMS) which will be completed on a daily basis for each month.

Sergeants and Security Officers desiring to work available overtime shall contact the SMS up to seven (7) days in advance of the day they desire to work. They shall provide the SMS with the day and shift they would like to be considered for available overtime, and provide them with a telephone number where they can be contacted. The Sergeants and Security Officers have the obligation to notify the SMS, if they become unavailable for overtime, prior to receiving a call to work

overtime.

The name of the employees calling in for overtime along with the number of overtime hours he or she already worked, as indicated by the A.O.T.L., shall be entered on the Overtime Request Log.

The number of overtime hours worked by each employee shall be entered onto the employee's time sheet which will be entered into the payroll system and subsequently into the A.O.T.L. The overtime hours enter into the A.O.T.L. system shall exclude call outs, and holiday hours worked. The overtime entered into the A.O.T.L. shall be tracked on a calendar year basis (for this purpose, "calendar year" coincides with the calendar year as used for reporting employee withholding to the Internal Revenue Service).

Generated copies of the A.O.T.L. shall be available for inspection at all times, and will be posted on a monthly basis on bulletin boards in the SMS, and the CMS locations. Employees may telephonically request the number of overtime hours they have accumulated, as indicated on the A.O.T.L., from the SMS or the CMS except during the first and last hour of each shift.

Employees returning from leave of absence, temporary, emergency appointment, disability, or vacation of more than thirty (30) calendar days will receive a monthly average of hours accumulated during their absence.

New employees shall receive overtime-total equivalent to the average of all employees on the A.O.T.L. at the time of their hire.

9.7 – Accrual

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

Employees in this Unit who accrue accumulated overtime shall be entitled to accrue and bank no more than 40 hours of overtime. All overtime approved and worked in excess of 40 accrued hours shall be paid in cash. It is the understanding of the Parties that such accrued hours include both hours accrued under the provisions of the MOU and under the provisions of the Fair Labor Standards Act.

Unused accumulated overtime credits, with supervisory approval, may be compensated as provided in sub-parts (a) through (e) below:

(a) For personal reasons in any amount.

(b)

(1) During the time that employees are absent on account of illness or injury, the employee may be paid the difference between their net salary and the disability benefit to which the employee may be entitled under the Water and Power Employees' Retirement Disability and Death Benefit Plan, or under Workers' Compensation Laws; and they 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; or

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

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

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

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

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

ARTICLE 10

ABSENCE WITH PAY

The rules pertaining to absences with pay are set forth in Section 5.7(b) of the Working Rules. Generally, subsection 5.7(b)(2) provides that each annual-rated employee who has completed the period of continuous service which is required for membership in the Water and Power Retirement, Disability and Death Benefit Plan, may be entitled to be absent from duty for a period of forty (40) hours in any calendar year.

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

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

Minimum Staffing Levels (MSL) — once minimum staffing levels have been set for operational needs, requests for B time that will result in staffing below the MSL will be denied.

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

Requests With Less Than Three Days Notice

- If the three-day notice is requested to be waived, verification may be required.
- When an extension is requested beyond the time requested in the first notification or call-in, verification and hourly status calls will be mandatory.

An employee may take time off under this Article in any increment they request. However, when such usage results in less than two (2) hours remaining of the employee's shift, the employee must take the entire day off.

An employee shall be paid for up to forty (40) hours of unused time off under the provisions of this Article. 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.

ARTICLE 11

REST PERIODS

Each employee shall be granted a minimum of fifteen (15) minutes rest period in each four (4) hour period; provided, however, that no such rest period shall be taken during the first or last hour of any employee's working day, or exceed fifteen (15) minutes without express consent of the designated supervisor. Exceptions to this Article may be made by management, at its sole discretion, should a medical condition exist and the employee has on file with Security Services management a certified medical document to that effect. Management reserves the right to suspend the rest period or any portion thereof during an emergency. Any rest period so suspended or not taken at the time permitted shall not be accumulated, carried over, or compensated for in any form.

ARTICLE 12

HOLIDAYS

12.1 — Declared Holidays

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.'s 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	1st Monday in September
8.	Columbus Day	2nd Monday in October
9.	Veterans Day	November 11th
10.	Thanksgiving Day	4th Thursday in November
11.	Day after Thanksgiving Day	4th Friday in November
12.	Christmas Day	December 25th
13.	Two unspecified holidays may be observed on any scheduled workday within the calendar year, provided that request for said holidays 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 automatically incorporated herein and made a part of this MOU.	

12.2 — Work on Holiday

When a holiday falls on a normal workday, the calendar holiday is, for timekeeping and pay purposes, the holiday. When a holiday falls on one of an employee's normal days off, the next normal workday following the calendar holiday is, for timekeeping and pay purposes, the holiday equivalent for said employee. Employees who are required to work on a holiday shall have the option of receiving the holiday pay in cash or banking the time for later use as compensated time off. The maximum amount of time that may be "banked" under this provision shall be 40.0 hours. Time off under this provision shall be with the approval of the immediate supervisor and shall not be denied for any reason other than operating needs. Employees that are not required to work on a holiday or holiday equivalent shall receive the day off with pay.

12.3 — Vacations

12.3(a)

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

12.3(b)

On July 1, 1997, each member of the Unit who has completed 1 to 4 years of service shall be credited with 1 additional vacation day; each member of the Unit who has completed 5 to 24 years of service shall be credited with 2 additional vacation days; each member of the Unit who has completed 25 to 29 years of service shall be credited with 3 additional vacation days; and each member of the Unit who has completed 30 or more years of service shall be credited with 2 additional vacation days.

12.3(c)

Additionally, Management and the Union agree that, after the addition of vacation days as provided in Article 12.3(b), the following chart accurately reflects the vacation entitlement and accrual rates to be effective July 1, 1997:

Years of Service Completed	Total Number of Vacation Days Effective 7/1/97	Monthly Accrual Rate in Hours/Minutes Effective 7/1/97
1 to 4	11	7.20
5 to 12	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19 to 24	24	16.00
25+	25	16.40

Subject to the operating requirements of the Department and upon approval of the appropriate supervisor, employees may use vacation in increments of one (1) hour.

Vacation in increments of less than a full day will not be approved if overtime is required to cover the time off requested. Employees may still use vacation in increments of less than one day to cover approved, time off under the provisions of 5.7B, provided they have exhausted the forty (40) hours allowed for this purpose.

ARTICLE 13

INCLEMENT WEATHER/SAFETY

13.1 — Inclement Weather

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

13.2 — Safety

The Department will make every reasonable effort to provide safe working conditions. The Union will encourage unit members to perform their work in a safe manner and comply with all Department policies. Each employee shall be alert to unsafe practices, equipment and conditions, and promptly report any hazardous condition to her or his immediate supervisor, who should:

a. Correct or eliminate the hazardous condition if doing so is within the authority and capability of the supervisor; or

b. Safeguard the hazardous condition in such a manner as to preclude personal injury and/or property damage, and promptly report the nature and location of the condition to the next level of supervision.

c. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, she or he shall promptly report such condition to the next designated level of supervision, which will notify the Office of Corporate Safety of such condition.

Unresolved complaints hereunder may be referred to the State Department of Occupational Safety and Health for processing under the CAL/OSHA rules and regulations.

13.2(a) Joint Safety Committee

The Joint Safety Committee shall be composed of an equal number of representatives of the Department and the Union. This committee may meet every three (3) months on a regular basis as determined by said committee. It shall also meet on urgent situations at the request of either the Department or the Union.

It shall be the responsibility of the Joint Safety Committee to review the causes of serious accidents revealed by the investigation of such accidents and to recommend rules for the safety of the employees in the performance of their work.

It shall be the responsibility of the Department to administer the Safety Program and to make every reasonable effort that all Safety Working 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.

13.3 — Training

Each Unit member shall participate and complete all the requirements of any Department-provided job-specific training which will include but not be limited to, First Aid, Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED); Community Emergency Response Team (CERT); safe-entry; Rapi-scan and chemical training, and Police Officer Standards and Training (POST) training and any other training specific to security. The Department will provide, on a quarterly basis to the Union, the names of the individuals who received training, the type of training that has been received, and the Unit members' completion status of each training class attended.

The Department shall act to fully implement the provisions of Assembly Bill 1980 to protect all Security Officers.

ARTICLE 14

HEALTH PLAN

The Department will contribute on behalf of eligible annual-rated employees in this Unit, who are members of the Water and Power Employees' Retirement, Disability and Death Benefit Plan, and their eligible dependents, if any, a sum not to exceed the dollar value of the Kaiser Family Plan rate increases or rate decreases during the contract year. The Department's current maximum monthly contribution for each contract year is:

Effective Date	Kaiser Family Rate Contribution
July 1, 2010	$ 1,230.27
July 1, 2011	$ 1,373.61
July 1, 2012	$ 1,489.09
July 1, 2013	$ 1,567.76
July 1, 2014	$ TBD
July 1, 2015	$ TBD
July 1, 2016	$ TBD
July 1, 2017	$ TBD

a. DWP United Healthcare HMO
b. DWP United Healthcare PPO
c. DWP Kaiser Medical Plan

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

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

Effective July 1st of each contract year:

For each eligible employee in the Unit, the Department will contribute an amount calculated by increasing or decreasing the monthly subsidy by an amount not to exceed the dollar value of the Kaiser Family Plan rate increases or rate decreases during the contract year.

In order to obtain employee input regarding health plan benefits, and to stabilize health insurance costs at or near their present levels, the Department will meet with the Joint Health Care Committee prior to negotiating new agreements with health insurance carriers. In conformance with LADWP Board Resolution No. 985 of June 29, 1972, as amended, any increases in cost due to negotiated improvements in benefits shall be borne solely by the employees. The Parties acknowledge that the containment of rapidly escalating health care costs is a mutual objective, and therefore agree to develop health care proposals to control or limit such costs, including proposals involving mutual financial participation.

ARTICLE 15

EXPENSES

15.1 — Mileage Allowance

15.1(a)

When an employee uses his/her personal automobile 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 schedule:

1. All miles driven on Department business — (see chart below);
2. Necessary parking fees or charges.

15.1(b)

When an employee is required to have his/her personal automobile 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 automobile is required to be available and is available but not actually driven on Department business — $9.24;
2. For each day driven on Department business — $9.24;
3. All miles driven on Department business — (see chart below); and
4. Necessary parking fees or charges exclusive of LADWP facilities.

15.1(c)

The Parties agree that when the standard mileage rate (as issued by the Internal Revenue Service for computing the deductible cost of operating a vehicle for business purposes) changes, the allowable per mile rate shall be changed to the same amount.

Effective Date	Per Mile Rate
January 1, 2010	$0.500
January 1, 2011	$0.510
July 1, 2011	$0.555
January 1, 2012	$0.555
July 1, 2012	$0.555
July 1, 2013	$0.565
January 1, 2014	$0.560

Appropriate changes, if required, will become effective in the payroll period following January 1, and July 1, of each contract year through calendar year 2017.

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.

15.2 — Overtime Meal Allowances

15.2(a)

When the Department requires an annual-rated employee to work overtime, it shall pay the employee an overtime meal allowance of $10.00 for each designated meal period, as provided in 15.2(c).

15.2(b)

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

15.2(c)

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

15.2(d)

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

15.2(e)

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

15.2(f)

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

15.2(g)

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

15.2(h)

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

When an employee is entitled to compensation for meals away from home, under Section 5.9(c) of the Department's Working Rules, the following rates of compensation shall apply:

Effective Date	Breakfast including tax and tip	Lunch including tax and tip	Dinner including tax and tip	Total including tax and tip
July 1, 2010	$ 13.23	$ 17.05	$ 24.60	$ 54.88
July 1, 2011	$ 13.64	$ 17.58	$ 25.36	$ 56.58
July 1, 2012	$ 13.98	$ 18.02	$ 25.99	$ 57.99
July 1, 2013	$ 14.08	$ 18.15	$ 26.17	$ 58.40
July 1, 2014	TBD	TBD	TBD	TBD
July 1, 2015	TBD	TBD	TBD	TBD
July 1, 2016	TBD	TBD	TBD	TBD
July 1, 2017	TBD	TBD	TBD	TBD

Effective July 1st of each subsequent contract year:

Each rate above shall be modified by a percent equal to the April to April movement in the food-away-from-home component of the Consumer Price Index (CPI) Urban Consumers Los Angeles-Anaheim-Riverside Area (1982-84=100).

15.3 — Dental Allowance

The Department agrees to fund the cost of Department-sponsored dental plans up to the following Delta Dental rates:

Effective Date	Employee Only	Employee plus one eligible dependent	Max employee plus family contribution
July 1, 2010	$36.81	$75.70	$134.10
July 1, 2011	$39.51	$81.25	$143.93
July 1, 2012*	$35.16	$72.31	$128.10
July 1, 2013	$37.36	$76.84	$136.13
July 1, 2014	TBD	TBD	TBD
July 1, 2015	TBD	TBD	TBD
July 1, 2016	TBD	TBD	TBD
July 1, 2017	TBD	TBD	TBD

* Name change: A United Concordia Plus dental plan is available through SEIU, Local Union No. 721 Zenith American Solutions – 1-877-802-9740.

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 contribution will be adjusted to equal Delta's rates for each category.

The Department agrees to fund the cost of coverage for any group type dental plan provided by the Union, up to the Delta Dental Plan rates for each category. However, if

the Union's dental plan for the current level of benefits has premium rates that are lower than the Delta Dental Plan rates for a specific category, the Department will contribute an amount equal to those lower rates.

The Department agrees to remit the amount contributed to the plans provided by the Association directly to the Union's dental insurance carriers. The remittance shall be for those persons in the Unit who elect to enroll in the Union dental plan with that carrier. Dental plan enrollment cards must be submitted through the Union to the LADWP Chief Financial Officer. The Department agrees to submit to the Union and to the carrier a monthly listing of employees in the dental plan.

The Department will not provide a subsidy for more than one dental plan per employee.

The Union further agrees to provide the Department copies of the Union's current dental contracts and any future contracts negotiated with current or other dental carriers.

The Union agrees to indemnify and hold harmless the Department for any loss or damages arising from the operation of this Article.

ARTICLE 16

PERSONNEL FILE

An employee shall be entitled to review the contents of his/her personnel file at reasonable intervals. Such review shall only be permitted upon request, during hours when his/her personnel office is regularly open for business and shall not interfere with the normal business of said office. 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 or be counseled by his/her supervisor concerning such material. An employee shall be supplied with a copy of said material. In the event the employee objects to the inclusion of such material in his/her file, he/she may file a grievance with regard to the placement of such material in his/her personnel file. A Notice to Correct Deficiencies (NTCD) will not automatically disqualify an employee's transfer, reassignment or promotion.

Prior to entering an NTCD into the employee's personnel file, each offense cited on such NTCD will be classified as to the seriousness of the infraction and may be assigned an expiration date for the purpose of transfer of the record to an inactive file.

ARTICLE 17

EMPLOYEE RELATIONS INFORMATION

17.1 — Employee List

The Department shall provide the Union, on a monthly basis, an alphabetized list of all employees subject to this MOU. This list shall include the employee's name, LADWP employee number, payroll and section number, employee address, Civil Service classification/code, the original City/LADWP hire date, the date hired into the classification of Security Officer, the Duties Description Number (pay-grade), and the employee's last four (4) of Social Security Numbers.

The Department shall provide a list of all employees in the Unit who have been terminated or retired during the preceding month.

17.2 — Employee Information

The Department shall make every reasonable effort to keep each employee in the Unit informed of his/her rights and benefits. In this regard, the Department shall:

1. Provide each employee in the Unit with a copy of this MOU, and provide each new employee with a copy at the time of hire.

2. Provide each employee with general information concerning the benefits set forth in the Water and Power Retirement, Disability and Death Benefit Plan.

3. Provide each employee with written notice, at least 30 days in advance of their eligibility date for participation in the several plans as they occur.

4. Provide information in electronic format, in a timely manner.

17.3 — Political Action Committee

Union members may voluntarily contribute to the SEIU, Local 721 Political Action Committee ("Local #721 PAC") through payroll deduction. The Department may assess a fee of nine cents ($.09) per deduction to cover the costs of providing this service. The per deduction fee may be altered based on rates assessed on SEIU, Local 721, for similar services in Council-controlled bargaining units.

Neither an employee nor the Union shall have any claim against the Department for a SEIU, Local #721 PAC deduction made or not made, as the case may be, unless a claim of error is presented to the Department in writing within thirty (30) calendar days after the date such deduction was or should have been made.

The Union indemnifies the Department, its officers (present and former), and its employees (present and former) for, and holds them harmless against, any liability or expense (including without limitation any judgment, reasonable attorney's fees, and costs of suit) arising out of the adoption or implementation of this Article.

ARTICLE 18

OBLIGATION TO SUPPORT

The Parties agree that prior to the implementation of the MOU and during the period of time it is being considered by the Board, neither the employee organization nor the Department, nor any of their authorized representatives, shall appear before said Board, the Mayor, the City Council, or individual members of said Board or Council 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 19

SAVINGS CLAUSE

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

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

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

ARTICLE 20

MAINTENANCE OF EXISTING CONDITIONS

1. All present written rules including the Working Rules, and all present established practices and Management and employee rights, privileges and benefits shall

remain in full force and effect unless specifically altered by the provisions of this MOU.

2. The Parties hereby agree to be bound by the provisions of the Water and Power Employees' Retirement, Disability and Death Benefit Plan.

ARTICLE 21

JOINT LABOR-MANAGEMENT SECURITY COMMITTEE

Consistent with the principles espoused in the Citywide Joint Labor-Management Guidebook and in the Los Angeles City Charter, Section 234, the Parties agree to meet on a monthly, or as-needed basis, to discuss topics specifically delineated or designated by mutual agreement. Management will make every effort to resolve issues of concern in the best interest of the Department and the Union membership.

The Department will work to provide to all Security Officers adequate equipment and support that is required for the performance of their duties. This includes, but is not limited to, radios that work, vehicles appropriate for the task, equipment necessary for the operational safety of this Unit's members, a Department e-mail account, dissemination of information critical to the operation, and maximized opportunities to participate and act to improve the overall workings of the unit as delineated or designated by mutual agreement.

ARTICLE 22

TERM

This MOU is effective October 1, 2010, notwithstanding any separate provision(s) specifying a particular compliance date applicable thereto, and shall continue until September 30, 2017. (7 years)

Negotiations upon proposed amendments or changes of the terms of this MOU, as set forth in the notice of desire to amend, shall begin no later than ninety (90) days prior to the expiration date or expiration date of any subsequent yearly period. The Parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Agreement. Service Employees International Union, Local 721, therefore, without qualification, waives the right and the Department shall not be obligated to meet-and-confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU.

The waiver of any term or condition of this MOU by either party shall not constitute a precedent in the enforcement of any of its provisions.

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

ARTICLE 23

SALARIES

23. 1 — Salaries/Appendices

The cost-of-living-adjustments (COLA) are as established below:

- Effective October 1, 2010—(2% COLA)
- Effective October 1, 2011—(4% COLA)
- Effective October 1, 2012—(2% COLA)
- Effective October 1, 2013—(2% COLA)
- Effective October 1, 2014—(0% COLA)
- Effective October 1, 2015—(0% COLA)
- Effective October 1, 2016—(0% COLA)

The Parties agree to jointly recommend that the Board of Water and Power Commissioners forward the salary ranges as established Appendices A-1 through A-4 to the City Council with a recommendation for approval.

Cost-of-Living-Adjustment Effective October 1, 2013

As noted above, effective October 1, 2013, the retroactive salary ranges for the DDRs established as of October 1, 2012, shall be increased by a two percent (2%) COLA.

In addition to the COLA for October 1, 2013, LADWP shall contribute a percentage towards the maximum monthly healthcare funding described in Article 14, as outlined in Appendix D-1, on behalf of the Unit member, to the Department's *Water and Power Active Employee Healthcare Benefits Fund*.

Furthermore, in addition to the COLA for October 1, 2013, LADWP shall contribute a percentage towards the Annual Required Contribution, as outlined in Appendix D-2, on behalf of the Unit member, to the Department's *Retiree Health Benefit Fund*.

Cost-of-Living Adjustment Effective October 1, 2014 through September 30, 2017

Zero percent (0%) COLA for October 1, 2014, October 1, 2015, and October 1, 2016.

Effective October 1, 2014 through September 30, 2017, in lieu of a COLA, LADWP shall continue contribute a percentage towards the maximum monthly healthcare funding described in Article 14, as outlined in Appendix D-1, on behalf of the Unit member, to the Department's *Water and Power Active Employee Healthcare Benefits Fund.*

Furthermore, effective October 1, 2014 through September 30, 2017, in lieu of a COLA, LADWP shall continue to contribute a percentage towards the Annual Required Contribution, as outlined in Appendix D-2, on behalf of the Unit member, to the Department's *Retiree Health Benefit Fund.*

23.2 — Shift Differential

Each Unit member, on any Duties Description Record (DDR), assigned to the AM shift (currently 11:00 p.m. to 7:00 a.m. but subject to be reconciled should hours of shifts change during the term of this MOU) shall receive three (3) premium levels above their base salary for each shift so worked. (Those employees assigned to such a shift as an overtime assignment will not receive this premium.)

23.3 – Entry-Level Salary for Security Officer

Effective January 1, 2014, new City employees appointed to the position of Security Officer at the LADWP will be placed at the below starting salary at the time of hire. The starting salary is currently reflected as listed below.

Classification	Class Code	Step Placement	Salary Range
Security Officer	3181	$42,762	2048

ARTICLE 24

WORK CLOTHING AND EQUIPMENT

24(a) — Uniforms

The Department shall furnish such uniforms as required by the General Manager in the following manner:

Employees on probation will receive three (3) new or used sets of uniforms at management's discretion. Upon completion of probation, said employees will receive two (2) additional sets of uniforms. At least three (3) of the total five (5) sets of uniforms will be new. Current employees, or transfer employees having passed probation, MAY receive a maximum of five (5) new sets of uniforms per year, with management approval. A total of no more than eight (8) sets of uniforms will be assigned to an employee at any time. In the event a Security Officer already has eight (8) serviceable uniform sets, the Department may condition the issuance of a new set upon the exchange of an old set. At management's discretion, the Department may finance the replacement of a uniform deemed unserviceable due to damage incurred in service to the Department.

24(b) — Clothing and Equipment

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

24 (b)(1): Body Armor

Each Unit member will be provided with Level 3 protective body armor.

24 (b)(2): Patches

All existing uniform patches will be replaced with patches indicating "Officer."

24(c) — Uniform/Shoe Allowance

Security Officers shall receive a combined uniform/shoe allowance of one hundred and ten dollars and forty-three cents ($110.43) per month. This allowance shall be deemed a reimbursable expense and shall not be taxed as a lump sum; therefore, this allowance shall be paid on a pro-rata monthly basis.

24(d) — Grooming and Uniform Standards and Specifications

Security Officers, while on duty, shall adhere to the current Grooming and Uniform Standards and Specifications (Standards) as outlined in the Security Services Division Order No. 3, which was last revised on March 29, 2010.

Any issues pertaining to these Standards shall be addressed through the Joint Labor-Management Security Committee (JLMSC) process.

24(e) – Vehicles

The Department will provide vehicles, for the necessary use of the employee, to drive when fulfilling their patrol duties and/or conducting Department business. Employees covered by this MOU shall use vehicles assigned to them from within the vehicle fleet assigned to the Security Services Division. Only Security Services management, or their

designee, can approve the use of a vehicle assigned from outside the Security Services Division.

ARTICLE 25

WORKSHIFTS/MEAL PERIODS

To ensure mutual understanding of past practice, continuous-operation and shift employees who are scheduled to perform eight (8) consecutive hours of work shall be permitted to eat one meal for which a maximum of thirty (30) minutes shall be allowed during working hours, without any deduction being made therefore. Continuous-operation and shift employees are required to continue to perform their normal duties while eating such meal. Such employees shall remain on site during this lunch period and shall not leave the building or assigned post to purchase or eat said meal unless authorized by supervision. Supervision shall have discretion to specify additional restrictions based on legitimate business reasons, including but not limited to bona fide operating needs, public safety, and maintaining a positive image of the Department.

ARTICLE 26

WAIVERS, MODIFICATIONS OR AMENDMENTS

Except as specifically provided herein, it is mutually understood that the Union and the Department, as the Parties to this MOU, voluntarily and unqualifiedly waive their respective rights to meet-and-confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet-and-confer in good faith sessions for the purpose of altering, waiving, modifying, or amending this MOU. Notwithstanding the foregoing:

a) No alteration, waiver, modification or amendment of any article, term, or provision of this MOU, which requires approval of the Board, shall in any manner be binding upon the Union jointly recommended in writing to, and approved by, the Board.

b) The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all of the articles, terms, and provisions contained herein.

ARTICLE 27

SUPPLEMENTAL BENEFITS

27.1 — Sick Benefits

All provisions of the Department's Disability Plan and all practices concerning sick days shall be consistent with the Water and Power Employees' Retirement, Disability, and Death Insurance Plan with the following exceptions:

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

b) Disability benefits for a temporary disability which exceeds ten (10) workdays shall be calculated at the level of benefits to which the member is entitled (i.e., 85%, 60%, etc.) by reason of the length of service and at the gross salary base rate. For disability benefit purposes, the definition of "net salary" shall be deleted.

c) In addition to the benefits provided in Section 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 Unit members 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.

27.2 — Use of Sick Time for Family Illness

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 27.1 above and Section V D(1)(b)(ii) of the Water and Power

Employees' Retirement Plan) to attend to the illness of his or her child, parent, spouse, or domestic partner.

Such use shall not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606, et seq.).

Such use will not initiate temporary disability benefits provided in accordance with Article 27.1 above and Section V D(1) of the Water and Power Employees' Retirement 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 LADWP Administrative Manual.

27.3 — Disability and Death Benefit Contributions

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

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

27.4 — Family Death Benefits

The present monthly level of family death benefits ($160.00 per survivor, $450.00 family maximum) shall remain in the Plan as currently provided. A higher amount shall also be available to any member who enrolls for such benefit, provided said member contribution of $2.25 per pay period for as long as the member desires such coverage. Additionally, the benefit shall not be effective until the member has made contributions for thirty-nine (39) continuous payroll periods after enrollment or re-enrollment for this coverage.

The increased monthly benefit level for those who enroll shall be $360.00 per survivor and $860.00 family maximum.

ARTICLE 28

WORK SCHEDULES

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 overtime requirements of the FLSA. Management may assign employees to work a five/forty, four/ten, nine/eighty, or other modified work schedule. Management shall have the right to refuse an employee's request to work a four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not unduly arbitrary or capricious, or unlawfully discriminatory. Subject to Article 19, the Parties further agree that management may require employees to change their work schedules (i.e., working hours or days off except the split day) within the same FLSA workweek.

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

28.1 — Bid Plans

The existing bid plans, last revised on May 1, 2010 for both for Security Officers and Lead Security Officers, provides for the annual bidding of positions. Specific details as to the process and execution of the bid plans shall continue to be addressed through the Bid Committee, which is a sub-committee of the Joint Labor-Management Security Committee.

28.2 — Daylight Saving Time

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

(1) With the beginning of Daylight Saving Time, all clocks, at 2:00 A.M. shall be set ahead one hour to 3:00 A.M. Employees at work on a regularly scheduled basis when the clock is changed, shall have their time reported as a normal eight-hour shift. Shift differentials, if applicable, shall be paid as provided.

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

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

(4) Time for employees working prior to or beyond their regularly assigned work schedule shall be reported as overtime as provided.

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

28.3 — Normal Shift and Calendar Day

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

ARTICLE 29

EMPLOYEE RETIREMENT PLAN

No provision of this Article shall become binding in whole or in part, unless and until finally adopted by the Retirement Plan's Board of Administration.

29.1 — Enhancement of Employees' Retirement Plan Pension Formula Rate

Retirement plan benefits for employees hired by LADWP on or before December 31, 2013, shall be consistent with the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan for Tier 1 members.

Retirement plan benefits for employees hired by LADWP on or after January 1, 2014, shall be consistent with the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan for Tier 2 members.

Members may view the provisions of the Plan at or view the Tier 1 and Tier 2 benefits at http://retirement/Tier2.html. If there are any questions, members may contact the Retirement Office at (213) 367-1712.

29.2 — Retirement Formula Pension Cap

Retirement Formula Pension Cap shall be consistent with the Water and Power Employees' Retirement, Disability, and Death Benefit Insurance Plan for Tier 1 and Tier 2 members.

Members may view the provisions of the Plan at http://retirement/ or view the Tier 1 and Tier 2 benefits at http://retirement/Tier2.html. If there are any questions, members may contact the Retirement Office at (213) 367-1712.

29.3 — Spouse/Domestic Partner Optional Death Benefit Allowance

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

29.4 — Favored Nations Clause for Retirement Benefits in DWP Plan or in Los Angeles City Employees' Retirement Plan

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

29.5 — 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 will contain the following features: cost neutrality; eligibility for all members of the Retirement Plan who qualify for an unreduced retirement formula; five-year eligibility window; and re-evaluation after three (3) years.

ARTICLE 30

EVALUATION/PERFORMANCE REVIEW

The Parties, SEIU, Local 721 and Management, agree to meet for the purpose of establishing a performance review/evaluation process for Security Officers represented by the Union.

ARTICLE 31

CONTRACT SECURITY

The Parties, Local 721 and Management, agree that the Department shall use its best efforts to maintain the level of contract security to no more than 25% of the budgeted positions in the APR for the duration of the term of this MOU.

The Parties also agree to evaluate the replacement of contract Security Officers at specific designated locations and continue to evaluate if SEIU Security Officers can replace contract Security Officers within the duration of the term of this MOU.

ARTICLE 32

SCOPE OF IMPLEMENTATION

This MOU or MOU Amendment shall not become binding in whole or in part, unless and until all of the following have occurred:

1. SEIU, Local 721 has notified the Board that the MOU was ratified in its entirety by the Union's bargaining unit membership, as evidenced by SEIU, Local 721's authorized representative affixing his or her signature hereto; and

2. The Board has by adoption of an appropriate Resolution notified SEIU, Local 721 that the MOU is approved, as to items within the Board's authority, by the Department, as evidenced by the General Manager affixing his signature hereto, and;

3. The City Council has taken appropriate action approving and setting the salaries agreed to herein and, because this MOU exceeds three years in duration, has also approved the items that had been approved by the Board.

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

Correction

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Security Unit Memorandum of Understanding on this January 6, 2014 to be effective as provided herein.

Service Employees International Union
Local 721
Authorized Representative

Regional Director, LA/OC

City of Los Angeles
Representative

General Manager
Los Angeles Department of
Water and Power

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

JAN 02 2014

BY
WENDY K. GENZ
DEPUTY CITY ATTORNEY

APPENDIX A-1

SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2010

(1.0200) × (Current Rate)

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer A	Hourly	23.49	24.80	26.18	27.64	29.18
	93-31002	Biweekly	1,879.20	1,984.00	2,094.40	2,211.20	2,334.40
		Monthly	4,087.26	4,315.20	4,555.32	4,809.36	5,077.32
	Salary Range: 2349						

Security Officer "A"

Employees assigned to a Security Officer "A" position shall receive the second premium level above the appropriate step rate in the salary range applicable to Security Officer "B."

The above Security Officer "A" data is presented for informational purposes only. If this data is in conflict with the above method for setting salaries for Security Officer "A" positions, said method shall take precedence over the information below.

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer B	Hourly	22.28	23.52	24.83	26.21	27.67
	91-31001/93-31001	Biweekly	1,782.40	1,881.60	1,986.40	2,096.80	2,213.60
	Salary Range: 2228	Monthly	3,876.72	4,092.48	4,320.42	4,560.54	4,814.58

APPENDIX A-2

SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2011

(1.0400) × (Current Rate)

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer A	Hourly	24.43	25.79	27.23	28.75	30.35
	93-31002	Biweekly	1,954.40	2,063.20	2,178.40	2,300.00	2,428.00
		Monthly	4,250.82	4,487.46	4,738.02	5,002.50	5,280.90
	Salary Range 2443						

3181 Security Officer "A"

Employees assigned to a Security Officer "A" position shall receive the second premium level above the appropriate step rate in the salary range applicable to Security Officer "B."

The following Security Officer "A" data is presented for informational purposes only. If this data is in conflict with the above method for setting salaries for Security Officer "A" positions, said method shall take precedence over the information below.

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer B	Hourly	23.17	24.46	25.82	27.26	28.78
	91-31001/93-31001	Biweekly	1,853.60	1,956.80	2,065.60	2,180.80	2,302.40
	Salary Range: 2317	Monthly	4,031.58	4,256.04	4,492.68	4,743.24	5,007.72

APPENDIX A-3

SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2012

(1.0200) × (Current Rate)

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer A	Hourly	24.92	26.31	27.78	29.33	30.97
	93-31002	Biweekly	1,993.60	2,104.80	2,222.40	2,346.40	2,477.60
		Monthly	4,336.08	4,577.94	4,833.72	5,103.42	5,388.78
	Salary Range 2492						

3181 Security Officer "A"

Employees assigned to a Security Officer "A" position shall receive the second premium level above the appropriate step rate in the salary range applicable to Security Officer "B."

The following Security Officer "A" data is presented for informational purposes only. If this data is in conflict with the above method for setting salaries for Security Officer "A" positions, said method shall take precedence over the information below.

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer B	Hourly	23.63	24.95	26.34	27.81	29.36
	91-31001/93-31001.	Biweekly	1,890.40	1,996.00	2,107.20	2,224.80	2,348.80
	Salary Range 2363	Monthly	4,111.62	4,341.30	4,583.16	4,838.94	5,108.64

APPENDIX A-4

SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2013

(1.200) × (Current Rate)

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer A	Hourly	25.42	26.84	28.34	29.92	31.59
	93-31002	Biweekly	2,033.60	2,147.20	2,267.20	2,393.60	2,527.20
		Monthly	4,423.08	4,670.16	4,931.16	5,206.08	5,496.66
	Salary Range 2542						

3181 Security Officer "A"

Employees assigned to a Security Officer "A" position shall receive the second premium level above the appropriate step rate in the salary range applicable to Security Officer "B."

The following Security Officer "A" data is presented for informational purposes only. If this data is in conflict with the above method for setting salaries for Security Officer "A" positions, said method shall take precedence over the information below.

Class Code	Class Title/ DDR No./Range	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5
3181	Security Officer B	Hourly	24.11	25.45	26.87	28.37	29.95
	91-31101/93-31001	Biweekly	1,928.80	2,036.00	2,149.60	2,269.60	2,396.00
	Salary Range 2411	Monthly	4,195.14	4,428.30	4,675.38	4,936.38	5,211.30

APPENDIX B

CONTRACTING OUT

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

1) The Department may contract out bargaining unit work without meeting and conferring, subject to Charter Sections 1022 and/or 370 through 373 of the City Charter, and the provisions of this Agreement

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

3) Notwithstanding any provisions of this MOU to the contrary, the provisions of this Appendix are subject only to advisory arbitration.

4) The Department shall maintain a permanent staff in accordance with the following schedule:

   75% of the permanent staff as of Fiscal Year 2011-2012.

5) In lieu of the meet-and-confer process, specified by the Employee Relations Ordinance, the Parties agree to meet-and-discuss, in accordance with the procedure in paragraph 6, all contracts involving bargaining unit work except those contracts required because of bona fide emergency circumstances.

6) The Parties agree that the following expedited procedure shall replace the dispute resolution procedures of the Employee Relations Ordinance to resolve only those disputes arising out of the discussions occurring as a result of paragraph 5 above.

   a. The Department will notify the Union in a timely manner of all applicable proposed contracts.

   b. The Union may request to meet-and-discuss such contracts within five (5) working days of receipt of the contract. Failure of the Union to request a meeting within five (5) working days shall constitute a waiver of the Union's right to continue this process.

   c. Meeting(s), if requested, will be held within five (5) calendar days of notification by the Union of a desire to meet and discuss the contracts.

   d. Should the Parties not agree during their meet-and-discuss session(s), the Union may request expedited arbitration at the conclusion of the five (5) calendar day period. Failure of the Union to request arbitration within the five (5) calendar day period shall constitute a waiver of the Union's right to

continue this process. The Parties will attempt to establish a mutually agreeable process for selecting arbitrators. Absent an agreement on such a process, arbitrators will be selected in accordance with the Employee Relations Ordinance Rules 11.03 and 11.04. If the arbitrator selected is not able to serve or cannot meet the time limits in 4(e) of the Agreement, a new arbitrator shall be selected by repeating the steps in Rules 11.03 and 11.04.

e. The hearing and issuance of an award by the arbitrator shall be concluded within thirty (30) calendar days from the request for arbitration.

f. The arbitrator's advisory decision and recommendation shall be transmitted to the Board of Water and Power Commissioners simultaneously with the contract proposed for adoption.

g. The time limits in this process may be extended only by mutual written agreement.

h. This arbitration process shall be informal. Court reporters shall not be used; the rules of evidence shall be informal; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; and post hearing briefs will not be submitted. The Parties shall each determine whether they wish to produce witnesses and/or documentary evidence.

i. The arbitration fees shall be shared equally by the Union and Management.

7) Disputes over the practical consequences of contracting out, other than those disputes occurring under paragraphs 5 and 6 above, shall be resolved through the grievance process starting at the Union Procedure (Step 3: Review--Division Level) in accordance with the provisions in Article 5 of the MOU.

APPENDIX C

PARKING FEES AND SUBSIDIES

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

1) Employees paying a parking fee who report to an AQMD location as their permanent reporting location shall receive a $25 per month parking (transportation) subsidy.

2) Rotating shift employees are excluded from this agreement.

3) Facility parking administrators shall set local rules for parking.

4) Department Management shall set the rates for the DWP Vanpools.

5) Any employee who drives his/her personal vehicle and occasionally parks at the JFB or other central locations shall be charged $5 per day to park, subject to applicable parking regulations. The rate will be $4 at non-central locations. Such employees will have an in-and-out privilege for any said paid parking day.

6) Employees who pay monthly parking fees as members of a DWP vanpool or carpool will not be charged a daily parking fee when they drive their personal vehicle to work to accommodate scheduled overtime, unless this overtime condition exceeds five (5) days per month after which No. 5 applies.

7) A $50 subsidy will be provided to any monthly transit rider who shows evidence upon demand of a monthly transit pass and who provides an affidavit to the John Ferraro Building parking coordinator of such transit use in commuting to work. Employees who normally commute by bicycle and who provide an affidavit of their daily bicycle riding and certification of this riding from their supervisor will receive this subsidy also.

8) At AQMD qualifying locations where adequate on-site parking is available for employees, DWP management may take appropriate action to require employees to park in DWP facilities when there are complaints from residents and neighbors about employees parking in their neighborhoods.

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

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

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

APPENDIX D-1

ACTIVE EMPLOYEE HEATHCARE BENEFITS FUND

During the term of this MOU, the LADWP shall provide to the Department's *Water and Power Active Employee Healthcare Benefits Fund*, a monthly amount not to exceed the monthly amount necessary for LADWP to meet its obligation pursuant to Article 14 for expenditures during the term of this MOU. The funding shall be provided in accordance with the following:

1. Effective October 1, 2013 and each month thereafter through September 30, 2014, LADWP shall contribute an amount equal to one percent (1%) of each Unit member's bi-weekly base wage rate (salary range) for the corresponding upcoming month to the *Water and Power Active Employee Healthcare Benefits Fund* on behalf of the employee to fund active employee health benefits.

2. Effective October 1, 2013 and each month thereafter through September 30, 2014, LADWP shall also contribute the remainder of the funds necessary for the *Water and Power Active Employee Healthcare Benefits Fund* to meet its obligation for the corresponding upcoming month pursuant to Article 14.

3. Effective October 1, 2014 and each month thereafter through September 30, 2015, LADWP shall contribute an amount equal to one percent (1%) of each Unit member's bi-weekly base wage rate (salary range) for the corresponding upcoming month to the *Water and Power Active Employee Healthcare Benefits Fund* on behalf of the employee to fund active employee health benefits.

4. Effective October 1, 2014 and each month thereafter through September 30, 2015, LADWP shall also contribute the remainder of the funds necessary for the *Water and Power Active Employee Healthcare Benefits Fund* to meet its obligation for the corresponding upcoming month pursuant to Article 14.

5. Effective October 1, 2015 and each month thereafter through September 30, 2016, LADWP shall contribute an amount equal to two percent (2%) of each Unit member's bi-weekly base wage rate (salary range) for the corresponding upcoming month to the *Water and Power Active Employee Healthcare Benefit Fund* on behalf of the employee to fund active employee health benefits.

6. Effective October 1, 2015 and each month thereafter through September 30, 2016, LADWP shall also contribute the remainder of the funds necessary for the *Water and Power Active Employee Healthcare Benefits Fund* to meet its obligation for the corresponding upcoming month pursuant to Article 14.

7. Effective October 1, 2016 and each month thereafter through September 30, 2017, LADWP shall contribute an amount equal to two percent (2%) of each Unit member's bi-weekly base wage rate (salary range) for the corresponding

upcoming month to the *Water and Power Active Employee Healthcare Benefits Fund* on behalf of the employee to fund active employee health benefits.

8. Effective October 1, 2016 and each month thereafter through September 30, 2017, LADWP shall also contribute the remainder of the funds necessary for the *Water and Power Active Employee Healthcare Benefits Fund* to meet its obligation for the corresponding upcoming month pursuant to Article 14.

The amount of contributions indicated above to be paid on behalf of the employee is not taxable under current, applicable law, but will nonetheless be notated on the Unit member's bi-weekly pay stub to reflect a "healthcare contribution on employee's behalf." Notwithstanding the above, it is mutually understood and agreed by LADWP and SEIU, Local 721 that the contributions specified in this Appendix D-1 shall not result in any obligation by LADWP to pay any additional contribution to active health care, above or beyond LADWP's maximum monthly healthcare funding pursuant to Article 14 of the MOU.

APPENDIX D-2

RETIREE HEATHCARE BENEFITS FUND

During the term of this MOU, the LADWP shall provide to the Department's *Retiree Health Benefits Fund* a yearly amount not to exceed the Annual Required Contribution as identified in the yearly actuarial valuation. The funding shall be provided in accordance with the following:

1. Effective October 1, 2013 through September 30, 2014, LADWP shall contribute an amount equal to two percent (2%) of each Unit member's bi-weekly base wage rate (salary range) to the *Retiree Health Benefits Fund* on behalf of the employee to fund Retiree Health benefits.

2. Effective October 1, 2013 through September 30, 2014, LADWP shall also contribute the remainder of the funds necessary to meet the annual required contribution to the *Retiree Health Benefits Fund* as determined by the yearly actuarial valuation.

3. Effective October 1, 2014 through September 30, 2015, LADWP shall contribute an amount equal to two percent (2%) of each Unit member's bi-weekly base wage rate (salary range) to the *Retiree Health Benefits Fund* on behalf of the employee to fund Retiree Health benefits.

4. Effective October 1, 2014 through September 30, 2015, LADWP shall also contribute the remainder of the funds necessary to meet the annual required contribution to the *Retiree Health Benefits Fund* as determined by the yearly actuarial valuation.

5. Effective October 1, 2015 through September 30, 2016, LADWP shall contribute an amount equal to four percent (4%) of each Unit member's bi-weekly base wage rate (salary range) to the *Retiree Health Benefits Fund* on behalf of the employee to fund Retiree Health Benefits.

6. Effective October 1, 2015 through September 30, 2016, LADWP shall also contribute the remainder of the funds necessary to meet the annual required contribution to the *Retiree Health Benefits Fund* as determined by the yearly actuarial valuation.

7. Effective October 1, 2016 through September 30, 2017, LADWP shall contribute an amount equal to four percent (4%) of each Unit member's bi-weekly base wage rate (salary range) to the *Retiree Health Benefits Fund* on behalf of the employee to fund Retiree Health benefits.

8. Effective October 1, 2016 through September 30, 2017, LADWP shall also contribute the remainder of the funds necessary to meet the annual required

contribution to the *Retiree Health Benefits Fund* as determined by the yearly actuarial valuation.

The amount of contributions indicated above to be paid on behalf of the employee is not taxable under current, applicable law, but will nonetheless be notated on the Unit member's bi-weekly pay stub to reflect a "healthcare contribution on employee's behalf." Notwithstanding the above, it is mutually understood and agreed by LADWP and SEIU, Local 721 that the contributions specified in this Appendix D-2 shall not result in any obligation by LADWP to pay any additional contribution to retiree health care above or beyond what LADWP currently contributes to the Retiree Health Benefits Fund pursuant to Board Resolution No. 007-048, as amended.