

**AMENDMENT NO. 1**

to

**January 1, 2010 to December 31, 2013**  
**MEMORANDUM OF UNDERSTANDING**  
**(MOU 44)**

**Between**

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

**and**

**LOS ANGELES WATER AND POWER DISPATCHERS**

**Load Dispatchers Unit**  
**(Bargaining Unit #9)**

for

**January 1, 2014 through December 31, 2016**

This Amendment No. 1 supersedes the agreement reached by the Parties in a prior Amendment last signed on April 17, 2013, which was not approved by the City Council as presented. This Amendment No. 1 provides for revised salaries and benefits for employees whose classifications are represented by the Los Angeles Water and Power Dispatchers Association ("LAWPDA" or "Association"), and otherwise amends the January 1, 2010 through December 31, 2013, Memorandum of Understanding (MOU), between the Los Angeles Department of Water and Power (LADWP) and LAWPDA for the bargaining unit, Load Dispatchers Unit, as set forth below:

**ARTICLE 13--OVERTIME**

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**Article 13.2—Overtime Accumulation/Compensation**

(B) 6. Deleted January 1, 2014

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**ARTICLE 18--MILEAGE ALLOWANCE**

- A. When an employee uses his personal automobile to conduct Department business as authorized by the General Manager, he shall be paid compensation for such use during each calendar month in accordance with the following schedule:
1. For all miles driven - \$0.56 per mile (as of January 1, 2014);
  2. Necessary parking fees or charges, exclusive of the John Ferraro Building;
- B. When an employee is required to have his personal automobile available for use to conduct Department business, he shall be paid compensation for such availability or use during each calendar month as authorized by the General Manager in accordance with the following schedule:
1. For each day during which the automobile is required to be available and is available but not actually driven on Department business - \$9.24;
  2. For each day driven on Department business - \$9.24;
  3. All miles driven - \$0.56 per mile (as of January 1, 2014)
  4. The Parties agree that when the standard mileage rate (as issued by the IRS for computing the deductible cost of operating a vehicle for business purposes) changes, the per mile rate provided above shall be changed to the same amount.

5. The Parties further agree that the above per diem allowance shall be tied to a floating index based upon the price of gasoline and vehicle ownership costs. This information is published annually by the Automobile Club of Southern California and is appended to this MOU as Appendix A.
6. Any employee in this Unit who is approved by Management to receive the per diem allowance shall, as a binding condition of employment, be required to have his or her vehicle available to be driven on Department business.

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

The Department retains the right to review the mileage allowance program and may assign transportation in lieu of compensation under such circumstances as it deems necessary.

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

**ARTICLE 19--MEAL ALLOWANCE**

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**Article 19.2—Meal Allowances and Accommodations**

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

Effective July 1, 2013

Breakfast	(including tax and tip)	-	\$14.08
Lunch	" " " "	-	18.15
Dinner	" " " "	-	<u>26.17</u>
TOTAL			\$58.40

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## **ARTICLE 21--HEALTH PLAN**

### **A. DWP Contribution:**

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

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

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

### **B. Employee Contribution**

The Parties acknowledge that rapidly escalating health care costs are a mutual concern. Containing the escalation of these costs is essential to both Parties. As an offset to the rising health care costs, during the term of this MOU, LDA bargaining unit employees shall contribute on a bi-weekly basis, for the plan in which the employee is enrolled, the following amounts, which the Department will withhold applicable contributions from employee paychecks on a bi-weekly basis:

- (a) Effective July 1, 2014: Five percent (5%) of the monthly health insurance plan premium, not to exceed a maximum monthly contribution rate of seventy-five dollars (\$75).
- (b) Effective July 1, 2015: Five percent (5%) of the monthly health insurance plan premium, not to exceed a maximum monthly contribution rate of ninety dollars (\$90).
- (c) Effective July 1, 2016: Five percent (5%) of the monthly health insurance plan premium, not to exceed a maximum monthly contribution rate of one hundred dollars (\$100).

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

#### **ARTICLE 26--TERM**

The term of this MOU is three years beginning on January 1, 2014, and ending on December 31, 2016.

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The Parties, during the term of this MOU may mutually agree to consider specific proposals at any time and will meet to discuss proposals regarding a successor MOU beginning no later than October 1, 2016.

#### **ARTICLE 27--SALARIES**

##### **27.1 Appendices**

- (a) Effective January 1, 2014—The Department will provide a two percent (2%) cost-of-living-adjustment, as reflected in Appendix B.
- (b) Effective January 1, 2015—The Department will provide a zero percent (0%) cost-of-living adjustment.
- (c) Effective January 1, 2016—The Department will provide a zero percent (0%) cost-of-living adjustment.

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#### **ARTICLE 28—SCOPE OF IMPLEMENTATION**

This MOU Amendment constitutes a jointly drafted recommendation of the City of Los Angeles, LADWP and the Association and shall not become binding in whole or in part, unless and until all of the following have occurred.

- The Association has notified the Board of Water and Power Commissioners (Board) that the MOU Amendment was ratified in its entirety by the Union's

membership, as evidenced by the Association's authorized representative affixing his signature hereto; and,

- The Board has by adoption of an appropriate Resolution notified the Association that the MOU Amendment is approved in its entirety, as to items within the Board's authority, by the Department, as evidenced by the General Manager affixing his signature hereto; and,
- The Los Angeles City Council has taken appropriate action approving and setting the salaries agreed to herein and has also approved the items that had been approved by the Board.

Upon approval, the result shall constitute the January 1, 2014 through December 31, 2016, Load Dispatchers Unit MOU.

## **Article 30--SUPPLEMENTAL BENEFITS**

### **Article 30.1—Sick Benefits**

- 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.

### **30.4—Retirement Benefits**

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

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### **Article 30.5—Supplemental Payment**

1. A one-time cash payment will be provided on January 1, 2015, as a post-tax lump sum, calculated at one percent (1%) of the employee's annual base wage salary rate, [including longevity, specialist and retention premiums only, but excluding all non-base wage rate premiums] in effect as of December 31, 2014. At the employee's option, this cash payment may be used for health-related

expenses that are not covered by the employee's health care coverage such as orthodontia, chiropractic or acupuncture services, vision care etc.

2. A one-time cash payment will be provided on January 1, 2016, as a post-tax lump sum, calculated at one percent (1%) of the employee's annual base wage salary rate [including longevity, specialist, and retention premiums only, but excluding all non-base wage rate premiums) in effect as of December 31, 2015. At the employee's option, this cash payment may be used for health-related expenses that are not covered by the employee's health care coverage such as orthodontia, chiropractic or acupuncture services, vision care etc.

**ARTICLE 31—DENTAL PLAN**

The Department's maximum monthly contributions for each contract year for the period of January 1, 2014 through December 31, 2016 are:

FY 2013—2014	\$136.13
FY 2014—2015	\$TBD
FY 2015—2016	\$TBD
FY 2016—2017	\$TBD

**Footnote 6**

Deleted January 1, 2014

**Corrections**

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Load Dispatchers' Unit Memorandum of Understanding on this 6th day of January, 2014 ~~2013~~, to be effective as provided herein.

The Los Angeles Water and Power  
Dispatchers Association  
Authorized Representative

City of Los Angeles  
Representative

Brent D. Sanderson  
President

12/20/13  
Date

[Signature]  
General Manager of the Los Angeles  
Department of Water and Power

January 6, 2014  
Date