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RONALD O. NICHOLS
General Manager

April 18, 2013

The Honorable City Council
Office of the City Clerk
200 North Spring Street, Room 395
Los Angeles, California 90012

Honorable Members:

Subject: Amendment to the Memorandum of Understanding for the Los Angeles Department of Water and Power, Load Dispatchers Unit, and for Council Approval of Cost-of-Living Adjustments for January 1, 2014, and January 1, 2015

This letter recommends City Council (Council) approval of salary provisions in the enclosed amendment to the Memorandum of Understanding (MOU) for the Los Angeles Department of Water and Power, Load Dispatchers Unit, represented by the Los Angeles Water and Power Dispatchers Association (LAWPDA). The amendment provides the following Cost-of-Living Adjustments (COLA) for the period January 1, 2014, and January 1, 2015. These terms are in accordance with bargaining instructions approved by the Executive Employee Relations Committee at its meeting on March 26, 2013.

MOU Amendment

In brief, the attached Amendment provides for the following:

- Two-year term extension from January 1, 2014, through December 31, 2015.
- COLA increase per the Consumer Price Index (CPI) with a two percent (2%) low and a four percent (4%) high.
- Health Care cost sharing of up to five percent (5%) of the monthly health insurance plan premium, not to exceed \$75 per month.
- Elimination of a five percent (5%) Retention Wage Adjustment, which was a provision granted in the previous MOU.

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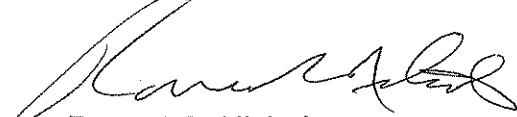
Fiscal Impact

The potential value of this package is modest. Assuming a two percent (2%) CPI, the unescalated estimated fiscal impact for salaries is approximately \$162,000. However, the financial impact is offset by the five percent (5%) in health care concessions and elimination of the five percent (5%) Retention Wage Adjustment.

There is no fiscal impact on the City of Los Angeles General Fund.

If you have any questions or require further information, please contact the Director of Labor Relations, Ms. Rose M. Garcia, at (213) 367-1373.

Sincerely,



Ronald O. Nichols
General Manager

RMG:jjj
Enclosure
c:w/enc

Brent Sanderson, LAWPDA President
Miguel A. Santana, City Administrative Officer
Maritta H. Aspen, Chief Administrative Analyst
Rose M. Garcia

Amendment to
Memorandum of Understanding
January 1, 2009 - December 31, 2013

Between

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

and

LOS ANGELES WATER AND POWER DISPATCHERS ASSOCIATION

Load Dispatchers Unit
January 1, 2014 through December 31, 2015

This Amendment provides salaries and benefits for employees whose classifications are represented by the Los Angeles Water and Power Dispatchers Association, and otherwise amends the existing January 1, 2009 through December 31, 2013, Memorandum of Understanding (MOU) between the Los Angeles Department of Water and Power (herein referred to as "Department") and the bargaining unit represented by the Los Angeles Water and Power Dispatchers Association (herein referred to as "LDA" or "Association") for the Load Dispatchers Unit (herein referred to as "Unit").

This Amendment revises and deletes articles and footnotes to the existing MOU.

The salaries contained herein require approval of the City Council. The non-salary changes require the approval of the Board of Water and Power Commissioners. Therefore, all changes to the current MOU are provided herein.

Unless noted otherwise, all modifications provided herein shall be effective January 1, 2014. When these modifications are included in the current MOU, the result will be the January 1, 2014 - December 31, 2015 Load Dispatchers Unit MOU.

I. Revisions to Current MOU Articles

ARTICLE 13 OVERTIME

13.2 - Overtime Accumulation/Compensation

6. Deleted January 1, 2014

ARTICLE 18 MILEAGE ALLOWANCE

- A.
 1. For all miles driven - \$0.056 per mile (as of January 1, 2013).
- B.
 3. For all miles driven - \$0.056 per mile (as of January 1, 2013).

ARTICLE 19
MEAL ALLOWANCE

19.2 - Meal Allowances and Accommodations

Effective July 1, 2012

Breakfast	(including tax and tip)	-	\$13.98
Lunch	" " " "	-	\$18.02
Dinner	" " " "	-	<u>\$25.99</u>
TOTAL			\$57.99

ARTICLE 21
HEALTH PLAN

A. 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 any one of the following Department-sponsored health insurance plans 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. Effective July 1, 2014 and July 1, 2015:

1. 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, LDA bargaining unit employees shall contribute five percent (5%) of the monthly health insurance plan premium, on a bi-weekly basis, for the plan in which the employee is enrolled, not to exceed a maximum monthly contribution rate of seventy-five dollars (\$75). The Department will withhold applicable contributions from employee paychecks on a bi-weekly basis.

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(1), of the monthly health insurance plan premium, on a biweekly basis, for the plan in which the employee is enrolled.

2. During the term of this MOU, should any other Department bargaining unit MOU provide for a lower contribution towards health plans, considering the total benefit concessions made by such other bargaining unit(s), than the 5% specified in Provision B (1) above, the Department will meet with LDA to discuss the total benefit package provided to such other representation units compared to that offered to LDA bargaining unit employees under the terms of this MOU.

C. In order to obtain employee input regarding health plan benefits, and to stabilize health insurance costs at or near their present levels, the Department will meet with the Joint Health Care Committee prior to negotiating new agreements with health insurance carriers. In conformance with Board Resolution No. 985 of June 29, 1972, as amended, any increases in cost due to negotiated improvements in benefits shall be borne solely by the employees.

ARTICLE 26

TERM

The term of this MOU is two years beginning on January 1, 2014, and ending on December 31, 2015.

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, 2015.

ARTICLE 27

SALARIES

27.1 Cost of Living Adjustment

Effective January 1, 2014, the salary ranges from 2013 shall be increased by a percentage equal to the percentage increase in the CPI for Urban Wage Earners and Clerical Workers as measured from August to August of the preceding year for U. S. City averages (1982-84=100), provided however, that if the CPI increases less than or equal to two (2) percent the salary ranges shall be increased by two (2) percent, and if the CPI increased by four (4) percent or more, the salary ranges shall be increased by four (4) percent.

Effective January 1, 2015, the salary ranges from 2014 shall be increased by a percentage equal to the percentage increase in the CPI for Urban Wage Earners and Clerical Workers as measured from August to August of the preceding year for U. S. City averages (1982-84=100), provided however, that if the CPI increases less than or equal to two (2) percent the salary ranges shall be increased by two (2) percent, and if the CPI increased by four (4) percent or more, the salary ranges shall be increased by four (4) percent.

ARTICLE 28
SCOPE OF IMPLEMENTATION

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

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

Upon Board approval, this shall constitute the January 1, 2014 through December 31, 2015, Load Dispatchers Unit MOU.

ARTICLE 31
DENTAL PLAN

The Department's maximum monthly contributions for each contract year for the period of January 1, 2014 through December 31, 2015 are:

FY July 1, 2013-June 30, 2014	TBD
FY July 1, 2014-June 30, 2015	TBD
FY July 1, 2015-June 30, 2016	TBD

II. Deletion to Current Footnotes/Appendices

Footnote 6

Deleted January 1, 2014

APPENDIX E
PERSONNEL SERVICES CONTRACT

Deleted January 1, 2014


Upon Council approval, the 2009-2013 Load Dispatchers Unit, Memorandum of Understanding, as amended shall constitute the January 1, 2014 through December 31, 2015, Los Angeles Water and Power Dispatchers Association, Load Dispatchers Unit, Memorandum of Understanding.

Correction

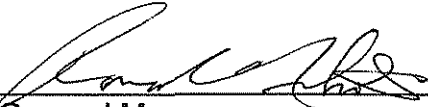
The City Controller or the General Manager of the Los Angeles Department of Water and Power are hereby authorized to correct any technical or clerical errors in the Amendment.

The Los Angeles Water and Power
Dispatchers Association
Authorized Representative

City of Los Angeles
Representative



President



General Manager
Los Angeles Department of Water and Power

Date: 4/11/13

Date: 4/17/13