

AMENDMENT NO. 5

to

**October 1, 2005 through September 30, 2010
MEMORANDUM OF UNDERSTANDING
(MOU 47)**

Between

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

and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 18**

**Operating, Maintenance and Service Unit
(Bargaining Unit #8)**

for

October 1, 2017 through September 30, 2022

The Parties agree that the current Memorandum of Understanding (MOU), Operating, Maintenance and Service Unit, for October 1, 2005, through September 30, 2010, as amended by MOU Amendments Nos. 1, 2, 3, and 4, shall be further amended by this Amendment No. 5, as set forth below:

ARTICLE 9
OVERTIME

9.1(e) (1) (a)

If eight (8) hours or less of overtime is worked immediately preceding the normal work shift, the normal work shift will be paid at the double-time rate.

Overtime worked up to one (1) hour immediately preceding the normal work shift will be paid at the double-time rate. The normal work shift that follows will be paid at the straight-time rate.

9.1(e) (1) (b)

Only scheduled overtime on a Saturday, Saturday equivalent, or Assigned Scheduled Day Off (ASDO), shall be paid at the time and one-half rate. All other overtime shall be paid at the double-time rate.

9.1(g)

When employees, subject to paragraph 9.1(f) above, are not required to work during all or part of the hours of their next succeeding normal workday, the employees shall be paid for such regularly scheduled hours at the straight-time rate.

When eight (8) consecutive hours off duty shall not have elapsed and the operating needs of the Department require such employees to return to duty or continue on duty at the start of their regular shift, such employees shall be paid a premium rate equal to the double-time rate.

9.3(a)

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 shall receive a minimum of two (2) hours pay at the double-time rate.

For those employees who are called out and directed to immediately report for overtime work, paid time is to start from the time the call is received. Additional calls received within the two-hour minimum period shall not establish an additional minimum period of double time.

Hours worked after the two-hour minimum shall continue to be paid at the double-time rate until the start of the employee's regularly scheduled hours. Should the call out continue into an employee's regularly scheduled work hours and is required to work, the double-time rate shall continue to be paid for the duration of the employee's regular shift.

A communication received by an employee who is off duty, to report for overtime work twenty-four (24) hours or more from the time the communication is received, shall not be considered a "Call Out."

9.6 – Holdover/Continuation of Shift Overtime

Scheduled or unscheduled overtime that is a continuation of the regular workday shall be paid at the double-time rate.

9.7 – Overtime without Eight (8) Continuous Hours Off Duty

When the operating needs of the Department require an employee to return to work after working their normal shift without eight (8) continuous hours off duty, such employees shall be paid at the double-time rate.

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2017, through September 30, 2022.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Tuesday, July 5, 2022; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended by MOU Amendments Nos. 1, 2, 3, and 4, shall remain in full force and effect through September 30, 2022.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, 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 or federal 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 Amendment. IBEW, Local 18, 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 except as stated in Article 36.
- E. 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.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 30
SALARIES

30.1 – Salaries

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

- Effective October 1, 2017 — 3% COLA
- Effective December 1, 2017 — 1.5% COLA
- Effective October 1, 2018 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2017 to August 2018 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.
- Effective October 1, 2019 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2018 to August 2019 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.
- Effective October 1, 2020 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2019 to August 2020 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.
- Effective October 1, 2021 — Salary ranges shall be increased by a percentage equal to the percentage increase in CPI for Urban Wage Earners and Clerical Workers as measured from August 2020 to August 2021 for U.S. City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to 2%, the salary ranges shall be increased by 2%, and if the CPI increases by 4% or more, the salary ranges shall be increased by 4%.

30.5 – Retention Incentive

Additional General Salary Movement as established below:

- Effective October 1, 2017, the class of Electric Distribution Mechanic (Class Code 3879) shall receive a base pay increase of 2%. Such increase is in addition to the general salary increase in Article 30.1.
- Effective October 1, 2018, the class of Electric Distribution Mechanic (Class Code 3879) shall receive a base pay increase of 2%. Such increase is in addition to the general salary increase in Article 30.1.

ARTICLE 31
SCOPE OF IMPLEMENTATION

This MOU Amendment constitutes a jointly drafted recommendation of the City of Los Angeles, LADWP and IBEW, Local 18, and shall not become binding in whole or in part, unless and until all of the following have occurred.

- IBEW, Local 18, has notified the Board that the MOU Amendment was ratified in its entirety by the Union's membership, as evidenced by IBEW, Local 18's authorized representative affixing his or her signature hereto; and,
- The Board has by adoption of an appropriate Resolution notified IBEW, Local 18, that the MOU Amendment is approved, as to items within the Board's authority, by the Department, as evidenced by the General Manager affixing his signature hereto; and,
- The City Council has taken appropriate action approving and setting the salaries agreed to herein and, because this MOU Amendment exceeds three years in duration, has also approved the items that had been approved by the Board.

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

ARTICLE 39
EMPLOYEE'S RETIREMENT PLAN

39.8 – Tier II Vesting

During the term of this MOU Amendment, in accordance with established practice, the LADWP shall seek approval of the Board of Water and Power Commissioners and the Board of Administration of the Water and Power Employees' Retirement Plan to reduce the current Tier II pension vesting schedule from ten (10) years to five (5) years.

ARTICLE 41
JOINT SAFETY INSTITUTE

The parties agree that within the first two years of this amendment to the MOU, the parties will take the necessary steps to create a single entity to replace the Joint Training Institute (JTI) and the Joint Safety Institute (JSI).

The parties further agree that effective October 1, 2017; the LADWP will no longer fund the JTI and JSI, or the successor institute.

Effective October 1, 2018, IBEW-represented employees shall contribute 0.43% of all hours worked to fund the successor institute.

ARTICLE 42
JOINT TRAINING INSTITUTE

The parties agree that within the first two years of this amendment to the MOU, the parties will take the necessary steps to create a single entity to replace the Joint Training Institute (JTI) and the Joint Safety Institute (JSI).

The parties further agree that effective October 1, 2017; the LADWP will no longer fund the JTI and JSI, or the successor institute.

Effective October 1, 2018, IBEW-represented employees shall contribute 0.43% of all hours worked to fund the successor institute.

ARTICLE 43
ANNUAL PERFORMANCE EVALUATIONS/CAREER DEVELOPMENT

All employees covered under this MOU shall have an annual performance evaluation conducted to provide valuable feedback to facilitate and promote their continuous growth, development and success. The review period shall be based on the anniversary date of the employee. The annual performance evaluation document shall not be used for any disciplinary purposes.

ARTICLE 44
MUTUAL ASSISTANCE

Employees in this bargaining unit that are selected by management to provide mutual assistance to other organizations following a natural or man-made emergency may receive standby pay at the rate of straight time for non-working hours when assigned by management to provide such assistance.

Footnote 23

Employees in the class of Electric Distribution Mechanic (Class Code 3879), Line Maintenance Assistant (Class Code 3882) and Helicopter Pilot (Class Code 3560) shall receive a daily rate premium of fifteen percent (15%) while performing transmission duties utilizing Human External Cargo (HEC) methods. For employees occupying the job classifications above, the parties will meet to explore establishing a life insurance policy for employees assigned to a HEC crew.

APPENDIX G
LONGEVITY PREMIUM FOR CERTAIN
JOURNEY CRAFT CLASSIFICATIONS
Revised - Effective June 1, 2017

<u>Class Code</u>	<u>Class Title</u>
3774	Air Conditioning Mechanic
3435	Asbestos Worker
3704	Auto Body Builder and Repairer
3707	Auto Electrician
3721	Auto Painter
3725	Battery Technician
3733	Blacksmith
3735	Boilermaker
3343	Cabinet Maker
3344	Carpenter
3353	Cement Finisher
3351	Cement Finisher Worker
3802	Communications Cable Worker
3686	Communications Electrician
3879	Electric Distribution Mechanic
3822	Electric Meter Setter
5224	Electric Station Operator
3828	Electric Trouble Dispatcher *
3841	Electrical Mechanic
3853	Electrical Repairer
7512	Electrical Test Technician
3863	Electrician
3866	Elevator Mechanic
3711	Equipment Mechanic
3743	Heavy Duty Equipment Mechanic
3560	Helicopter Pilot
3842	Instrument Repairer
3393	Locksmith
3763	Machinist
3451	Masonry Worker
3760	Millwright
3404	Miner
3423	Painter
3433	Pipefitter
3443	Plumber
3463	Protective Coating Worker
3483	Reinforcing Steel Worker
3476	Roofer
3834	Senior Electrical Mechanic

7515	Senior Electrical Tester
3712	Senior Equipment Mechanic
3424	Senior Painter
3444	Senior Plumber
3477	Senior Roofer
3775	Sheet Metal Worker
3428	Sign Painter
3801	Sr. Communications Cable Worker
3638	Sr. Communications Electrician
3745	Sr. Heavy Duty Equipment Mechanic
3793	Structural Steel Fabricator
3727	Tire Repairer
3114	Tree Surgeon
3931	Water Service Worker
3912	Water Utility Worker
3984	Waterworks Mechanic
3796	Welder
3826	Wind Plant Technician*

*** Pending approval**

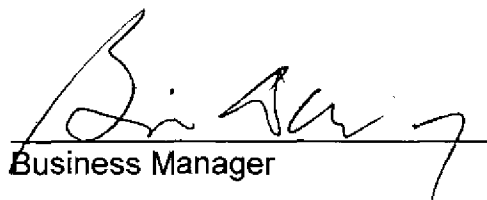
Trainees are not entitled to the Longevity Premium.

Corrections

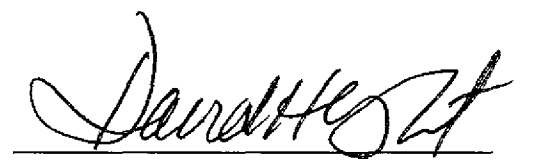
The City Controller and the General Manager of the Los Angeles Department of Water and Power are hereby authorized to correct any technical or clerical errors in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Operating, Maintenance and Service Unit Memorandum of Understanding on this 20th day of June, 2017, to be effective as provided herein.

Local 18 of the
International Brotherhood
of Electrical Workers, AFL-CIO,
Authorized Representatives


Business Manager

City of Los Angeles
Representative


General Manager of the Los Angeles
Department of Water and Power

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

JUN 14 2017
BY 
JOSEPH A. BRAJEVICH
GENERAL COUNSEL

JUN 20 2017

AUTHORIZED BY RES. _____

017262