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811843
1245 workers

MEMORANDUM
OF
UNDERSTANDING

Between

THE CITY OF LOS ANGELES
DEPARTMENT OF WATER AND POWER

and

LOCAL 18 OF
THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Clerical Unit

October 1, 2002

through

September 30, 2005

SUPERVISOR'S COPY

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ARTICLE 1
DEPARTMENT - UNION RELATIONSHIP

A. Continuity of Service to the Public and Mutual Pledge of Accord

The Department of Water and Power is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of the Department's customers. The obligation to maintain these public services is imposed both upon the Department and the Union during the term of this MOU and the certification of the Union as the exclusive representative of the employees in this representation unit.

To continue the viability of the Department as the provider of choice for energy, water, and related services, the parties mutually agree to work through a joint Labor/Management process. The goal of this process is to ensure Department competitiveness and maintain employment security.

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 Memorandum 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.

B. No Strike - No Lockout

In consideration of the mutual desire of the parties to promote and ensure harmonious relations and in consideration of the Mutual Pledge of Accord, the Department agrees that there shall be no lockout or the equivalent of members of the Union, and the Union and its members agree that there shall be no strike or other concerted action resulting in the withholding of service by the members during the term of this MOU. Should such a strike or action by Union members occur, the Union shall immediately instruct its members to return to work. If they do not report to work immediately upon instructions of the Union, they shall be deemed to have forfeited their jobs without recourse of any kind against the Department or the Union. The curtailing of operations by the Department in whole or part for operational or economic reasons shall not be construed as a lockout.

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

ARTICLE 4
NON-DISCRIMINATION

The parties mutually recognize and agree to protect those employee rights granted in the Employee Relations Ordinance of the City of Los Angeles and applicable State and Federal laws, including the rights of all employees covered herein to join and participate in the activities of the Union.

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 and/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, an employee may elect to pursue the matter under either the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.

- 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 resolve the issue.

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) 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, 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.

IV. Review - Department Level

- The IBEW-Local 18 Business Manager and the DWP General Manager will meet on a monthly basis to review and resolve cases referred to them from the Business Unit level.
- There will be a written record of their decision.

V. Arbitration

- If the issue is not resolved at the Department level, the Union may file to arbitration within twenty-one (21) 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-one (21) 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 by the parties during such arbitration, will be the responsibility of the individual incurring same. 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.

Step 2 - Second Level of Review

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

If such written notice is served, the person designated by Management to review the grievance at Step 2 shall meet with the grievant within twenty-one (21) calendar days of the date of service. A written decision shall be rendered to the grievant within twenty-eight (28) calendar days of the date of service. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance to the third level of review, within the time limits prescribed in Step 3.

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

If the grievance is not settled at Step 2, 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. Upon request, the time limits will be automatically extended to twenty-one (21) calendar days. Failure of the grievant to serve such written notice or make such request shall constitute a waiver of the grievance.

If such notice is served, the grievance shall be heard by the General Manager or a designated representative within twenty-one (21) calendar days from the date of such notice. Upon request, the time limits will automatically be extended to thirty-five (35) calendar days. 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 the designated representative shall render to the grievant, a written decision within twenty-one (21) calendar days from the date said arguments were submitted. Upon request, the time limits will automatically be extended to thirty-five (35) calendar days.

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 when changes in the terms and conditions of this MOU are being considered.

In the event an employee elects self-representation in a grievance, the Union shall be notified of the grievance 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 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.

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

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. 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(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 five (5) 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

Notwithstanding any provisions of this MOU that may conflict:

Employees' requests to cancel their dues withholding authorization agreement shall be processed by the Department to be effective on the ending of the first complete pay period following April 1 of each calendar year.

Employees in this Unit who occupy positions which are designated either supervisory or confidential may rescind their dues deduction authorization agreements at any time after such designation occurs.

The Union agrees to indemnify and hold harmless the Department and the City against all claims, including costs of suits and reasonable attorneys' fees and/or other forms of liability arising from the implementation of the provisions of this Section (8.5).

8.6 - Agency Shop

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

8.6(A) - Dues/Fees

8.6(A) (1) (a)

Permanent employees* in this Unit (who are not on leave of absence) shall, as a condition of continued employment, become members 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 30 days after written notice of the new amount is received by the Department.

(*Permanent employees are defined as those who have completed six continuous months of City service from their original date of appointment and who are members of the Department of Water and Power Employees' Retirement, Disability and Death Benefit Insurance Plan.)

8.6(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 judgement. 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.

8.6(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.

8.6(D) - Union Responsibilities

8.6(D)(1)

The Union shall keep an adequate itemized record of its financial transactions and shall, by March 1 of each year, make available to the City Clerk, the Department and to all Unit employees, a detailed written financial report for the fiscal year ending the preceding December 31 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.

8.6(D)(2)

The Union certifies to the Department that it has adopted, implemented and will maintain procedures 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), and any other applicable legal authority.

8.6(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 the 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.

8.6(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.

ARTICLE 9
OVERTIME

9.1(a) - Definition of Overtime

Overtime is hereby defined as:

9.1(a)(1)

The time worked outside of the normal work schedule of the employee;

9.1(a)(2)

The time worked on holidays or holiday equivalents outside of the normal work schedule of the employee;

9.1(a)(3)

The 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 off duty for meal periods as provided in Article 12 and Article 18.2 shall not be considered as interruptions of continuous work; however, such off duty time shall not be reported or considered as time worked unless authorized elsewhere in this MOU; and

9.1(a)(4)

The time worked within that portion of the employee's normal workday when a change of normal shift allows less than eight (8) consecutive hours off duty between normal shifts as provided in Article 13(d). This overtime shall terminate when eight (8) hours have elapsed since the end of the preceding normal workday.

9.1(a)(5)

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

9.1(e) - Overtime, Overtime Accumulation, and Overtime Use
for Annual Rated Employees

Except as otherwise expressly provided for, employees to whom an annual rate is applicable shall be compensated for authorized overtime in accordance with the following provisions:

9.1(e) (1)

Except as provided in Article 9.1(e) (3) and the first paragraph of Article 9.1(e) (6), below, employees in this Unit shall be paid for each hour of overtime worked on Sundays (or Sunday equivalents) and holidays (or holiday equivalents), for each hour worked continuously after eight (8) hours of overtime have been worked continuously, and for each hour worked continuously after sixteen (16) hours have been worked continuously, at the double-time rate which shall be computed by dividing the appropriate annual rate by 1044; and shall be paid for each hour of all other overtime work at the time and one-half rate which shall be computed by dividing the appropriate annual rate by 1392.

9.1(e) (2)

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

9.1(e) (3)

Except as provided in the first paragraph of Article 9.1(e) (6) below, continuous-operation, shift and cumulative-hour employees in this Unit who are required to work within the hours of their normal workdays on holidays or holiday equivalents as part of their normal work schedule shall, in addition to the pay provided in Article 15(c) (2) (bb), be paid for each such hour so worked at the time and one-half rate to a maximum of eight (8) hours, and for each hour worked on such days outside of the hours of their normal workday shall be paid at the double-time rate.

Employees in this Unit who, at the time of this Amendment, have accrued in excess of 240 hours shall promptly be paid for all such excess hours following approval of this Amendment.

Unused accumulated overtime credits, whether earned pursuant hereto or previously earned under the Working Rules may, with supervisory approval, be compensated in cash or by time off with pay only as provided in sub-parts (a) through (d) below:

(a)

For personal reasons, in any amount, with the approval of supervision.

(b)

(1) During the time that employees are absent on account of illness or injury, the employees may be paid the difference between their net salary and the disability benefit to which the employees may be entitled under the Water and Power Employees' Retirement, Disability and Death Benefit Plan, or under Workers' Compensation Laws: and there shall be charged against their overtime credit the number of hours calculated to the nearest one-tenth (1/10) of an hour, required to account for the payment of such difference;

(2) For recuperation or rest;

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

(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.

When eight (8) consecutive hours off duty shall not have elapsed as provided in Paragraph 9.1(f), and the operating needs of the Department require such employees to return to duty or continue on duty at the start of their regular shift, such regular shift hours not otherwise defined as overtime as found in Paragraph 9.1(a), such employees shall be paid at a premium rate, equal to the straight-time hourly rate plus an amount equal to one-half the straight-time hourly rate, for such hours of their regular shift which when added together with time off duty immediately prior to the start of their regular shift will equal eight (8) hours. At the conclusion of such 8.0 hour period, the employees will be paid at the straight-time hourly rate for the remainder of their regular shift. Should there be no time off duty immediately prior to the start of their regular shift, the premium rate will continue throughout the 8.0 hour regular shift.

9.2 - Scheduled Overtime Cancellation

When scheduled overtime, other than a continuation of the regular workday, is cancelled less than eight (8) hours prior to the time the scheduled overtime is to start, the employee shall receive a penalty payment equivalent to two (2) hours at the applicable overtime rate.

9.3 - Call Out

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 in this Unit 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.

9.4(d)

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

9.4(d)(1)

The amount of overtime, excluding call outs, worked by the employee each calendar year, shall be entered in the "Accumulative Overtime Log" (A.O.T.L.) by the local supervisor at each station. (For this purpose, "calendar year" coincides with the calendar year as used for reporting employees' withholding to the Internal Revenue Service.)

9.4(d)(2)

This A.O.T.L. shall not show holiday hours. It shall show overtime hours worked, excluding call out, outside of the normal working shift.

9.4(d)(3)

All overtime hours worked except call outs shall be entered in the A.O.T.L. as the number of hours paid.

9.4(d)(4)

The current A.O.T.L. shall be easily available for inspection at all times. Audited copies will be posted monthly on bulletin boards.

9.4(d)(5)

All overtime declined except call outs shall be entered in the A.O.T.L. toward the accumulated overtime total.

9.4(d)(6)

Employees returning from leave of absence, temporary or emergency appointment, disability, or vacation of more than thirty (30) days and any qualified new employee shall receive an overtime total equivalent to the average of all employees on their A.O.T.L.

10(a) (3)

For the amount of time required to file for or take examinations given by the Personnel Department of the City of Los Angeles for classes to which positions in the Department of Water and Power are allocated and examinations for certificates or licenses required as prerequisites to take such Civil Service examinations and for the time required incidental to the filing and hearing of protests in connection with all such examinations, provided proper arrangements are made with the immediate supervisor, and provided further that any continuous absence from work for this purpose of more than eight (8) hours, or cumulatively more than eighteen (18) hours in any calendar year, may be allowed only with the approval of the General Manager.

10(a) (4)

For the amount of time required to make application for, or take examinations for certificates or licenses which the Department requires of employees subsequent to appointment, and to renew all required certificates or licenses, provided proper arrangements are made with the immediate supervisor.

10(a) (5)

For the amount of time required for interviews and examinations in connection with prospective service in the armed forces of the United States; provided proper arrangements are made with the immediate supervisor.

10(b) (1) - Additional Absence with Pay

In addition to the holidays provided for in Article 15 and the absences with pay hereinabove in this Article 10 provided for, each employee to whom an annual rate is applicable, who shall have completed the period of continuous service which is required for membership in the Water and Power Employees' Retirement, Disability and Death Benefit Plan, may, with the approval of the appropriate supervisor, be allowed to be absent from duty with pay to a cumulative maximum of forty (40) hours, reported through prescribed procedure, in any calendar year under the following circumstances:

10(b)(2)(bb)

Employees to whom an annual rate is applicable, who are required to appear for examination to determine their qualifications for jury duty, shall be allowed to be absent from duty with pay for the period of time necessary for such examination provided such examination cannot be taken during non-working hours or on a normal day off.

10(c) - Absences with Pay Applicable to Employees Paid
by the Day or Hour

Employees paid on the basis of daily or hourly rates shall be allowed no absences with pay other than the Christmas holiday provided in Article 15 and the absences with pay provided in subsection (a) of this section.

10(d) - Absences Without Pay

Any employee shall be allowed to be absent from duty without pay:

10(d)(1)

During the course of any disability.

10(d)(2)

During the course of any military leave, as provided in Section 17 of the Charter of the City of Los Angeles and the Military and Veterans Code of the State of California.

10(d)(3)

To take advantage of any educational benefits of the State or Federal Government offered as a veteran of the Armed Forces.

10(d)(4)

For special assignment to other governmental agencies and for other urgent or substantial personal reasons, provided that in the judgment of the General Manager, adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work.

shall not apply to field crews when waived by the immediate supervisor. 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 or carried over from one day to any subsequent day, or compensated for in any form.

The taking of rest periods by continuous-operation or shift employees is declared to be a privilege and not a right.

ARTICLE 12 LUNCH PERIODS

12(a)

A minimum of thirty (30) minutes and a maximum of one hour shall be scheduled each normal workday as a lunch period, which shall commence not earlier than three (3) hours nor later than five (5) hours after the scheduled time for reporting. The lunch period shall not be credited as time worked, provided that continuous-operation and shift employees who are scheduled to perform eight (8) consecutive hours 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 therefor.

12(b)

It is recognized that for those employees whose lunch period is not credited as time worked pursuant to Paragraph 12(a) above but who remain on the job site, certain restrictions on the free time activities of such employees may be necessary. Such restrictions would relate to, but not be limited by, considerations for public safety, job safety and the maintenance of a favorable public image for the Department.

ARTICLE 13 HOURS OF WORK AND WORK SCHEDULES

13(a) - Working Hours

Except as otherwise expressly provided by the Board, forty (40) hours shall constitute a week's work for every full-time employee. Any employee who is regularly scheduled to work fewer than these required hours shall be paid on a part-time basis. The regular working hours shall be so scheduled that the greatest number of employees possible shall work from Monday to Friday, inclusive, with Saturdays, Sundays and holidays off, with the time of

13(d) - Normal Workday for Continuous-Operation and Shift Employees

When the Department must provide for an operation, service or other activity on Saturdays, Sundays or holidays, or for sixteen (16) consecutive hours or more in a period of twenty-four (24) consecutive hours, employees assigned to perform such operation, service or other activity during their schedule of normal workdays shall be known as:

- (1) continuous-operation employees, and as
- (2) shift employees if they are scheduled to start their normal shift at or after 2:00 P.M. but before 4:00 A.M.

A normal workday for continuous-operation and shift employees shall consist of eight (8) hours of work, scheduled to be performed within a period of not less than eight (8) consecutive hours nor more than nine (9) consecutive hours, provided that, whenever possible, a minimum of eight (8) consecutive hours shall elapse between the end of one normal workday and the commencement of the next normal workday.

13(e) (1) - Normal Workday for Cumulative-Hour Employees

When the duties assigned to any employee are of such an intermittent nature that they cannot ordinarily be performed during consecutive working hours, such employee for the purposes of these rules, shall be known as a cumulative-hour employee.

A normal workday for cumulative-hour employees shall consist of the performance of all necessary work within the scope of their assigned duties, provided that the cumulative working time required of any such employee shall not normally be more than eight (8) hours per day.

13(e) (2) - Work Periods

A work period shall consist of either: 1) five (5) consecutive normal workdays with the following two days off; or 2) any combination of scheduled normal workdays and days off which during a maximum period of eight (8) weeks, averages the number of normal workdays and days off per week upon which wages are based, provided that in any work period provided for herein, a day off shall mean at least twenty-four (24) consecutive hours off duty.

13(f)(5)

A relief shift employee whose shift is changed and who reports to work and is not required by the Department to work that shift, shall receive a minimum of eight (8) hours pay at the straight-time rate.

13(f)(6)

No work schedule shall be changed unless it is predicated entirely upon the operating needs of the Department, and shall not be for the purpose of avoiding the payment for overtime work.

13(g) - Reporting for Duty

13(g)(1)

Except in case of disability or unforeseen emergency, employees to whom an annual rate is applicable shall report for duty on each of their scheduled working days unless permission not to report has been previously approved by their immediate supervisor. In case of disability or unforeseen emergency, employees to whom an annual rate is applicable shall make every reasonable effort to notify their immediate supervisor as early as possible of their inability to report for duty.

13(g)(2)

Except in case of disability or unforeseen emergency, employees to whom a daily or an hourly rate is applicable shall report for duty on each of their scheduled working days unless permission not to report has been previously approved by their immediate supervisor or unless previously instructed by their immediate supervisor not to so report, provided, however, that the absence occasioned by such instruction, together with normal days off, shall not extend for more than six (6) calendar days. In case of disability or unforeseen emergency, employees to whom a daily or an hourly rate is applicable shall make every reasonable effort to notify their immediate supervisor as early as possible of their inability to report for duty.

13(i)(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 for in Article 9.

13(j) - Shift Swaps

Management shall give favorable considerations to temporary shift swaps mutually agreed on by employees where such swap will not result in overtime and does not affect the operating efficiency of the facility or quality of service to the public.

13(k) - 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.

13(l) - Alternate Work Schedules

Nothing in this Article shall preclude Management and the Union from entering into written agreements establishing alternate work schedules.

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(a) - Permanent Reporting Locations

14(a)(1)

A permanent reporting location shall mean an office, shop, station, or other facility established by the Department for continuing use and which is designated as the place at which an employee reports regularly for work. The Department shall assign employees to permanent reporting locations to the extent that such assignments can be made without impairing efficient Department administration and operation. The Department may require employees, as a part of their regular work schedule, to report for work at different permanent locations. The availability of economical and convenient transportation for employees shall be considered in the selection of reporting locations.

14(c) - Travel Time

The following provisions shall be applied to employees to whom an annual rate is applicable.

14(c)(1)

Where the work of employees who have been assigned a permanent reporting location require travel to and between other work locations and/or return to their permanent reporting location, the time consumed by the employees in such travel shall be counted as time worked.

14(c)(2)

Where the work of employees preclude their assignment to one or more permanent reporting locations and require that they commence their day's work at different places, the time consumed in travel between their regular residence and such places shall not be counted as time worked except to the extent that such travel time is determined by the appropriate Assistant General Manager or by the Chief Financial Officer (as to employees under their respective jurisdictions), with the approval of the General Manager, to be in excess of the comparable time normally consumed by employees having permanent reporting locations. The travel time consumed by such employees in connection with the actual performance of their duties shall be counted as time worked.

14(c)(3)

When employees are notified while off duty to report for work at a time which is outside of their normal work schedule, the amount of travel time required in traveling from where such notice is received to a work location shall be counted as time worked. If employees are released from such work before the commencement of their next normal work day, the amount of travel time required in traveling from the work location to their regular residence shall be counted as time worked.

14(c)(4)

Where the work of employees who have been assigned to a temporary headquarters require that the time be consumed in traveling between such headquarters and the work location, the time so consumed shall be counted as time worked.

continuous-operation service to customers. Only shift, cumulative-hour and continuous-operation employees may be required to work on such holidays as part of their schedule of normal workdays.

15(b)

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 1 st
2.	Martin Luther King's Birthday	3 rd Monday in January
3.	Presidents' Day	3 rd Monday in February
4.	Memorial Day	last Monday in May
5.	Independence Day	July 4 th
6.	Labor Day	1 st Monday in September
7.	Columbus Day	2 nd Monday in October
8.	Veterans Day	November 11 th
9.	Thanksgiving Day	4 th Thursday in November
10.	Day after Thanksgiving Day	day after Thanksgiving Day
11.	Christmas Day	December 25 th
12.	Two unspecified holidays may be observed on any scheduled workday within the calendar year, provided that requests for said holidays are 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.	

All full-time employees whose salaries or wages are based upon an annual rate and who are neither on vacation nor absent from duty without pay on their last normal workday preceding the Christmas holiday shall be allowed four (4) hours off with pay on said last normal workday, provided that all days, if any, intervening between said last normal workday and the Christmas holiday are normal days off, determined as of said last normal workday. If such employees are required to work more than four (4) hours on said last normal workday, the employees shall be compensated for the time so worked in excess of four (4) hours in the manner and in accordance with the provisions of Article 9 relating to compensation for overtime worked other than on a Sunday or holiday.

employees. If both a holiday and holiday equivalent fall on the same day, then, for timekeeping and pay purposes, the holiday equivalent for said employee shall be their next normal workday.

15(c)(2)(bb)

When such employees are required to work on a holiday or holiday equivalent as part of their schedule of normal workdays, the employees shall not be entitled to a normal workday off for such holiday, but instead shall be paid at their scheduled salary for such day and, in addition, shall be paid for time worked as provided in Article 9.1(e)(3).

15(c)(2)(cc)

When such employees are not required to work on a holiday or holiday equivalent, the employees shall be scheduled the day off with pay.

15(d) - Holiday Allowance - Daily-Rate Employees

15(d)(1)

Employees paid a daily-rate shall be entitled to the Christmas Holiday off with pay whether or not it falls on a calendar Saturday, if they have worked within the seven-day period before and the six-day period following Christmas.

15(d)(2)

Notwithstanding any other provision of the Position Evaluation and Compensation Plan in conflict herewith, when the Board so provides on the Duties Description Record, an employee to whom an hourly or daily-rate is applicable shall be compensated for authorized work performed on a holiday or holiday equivalent in accordance with the provisions as set forth on such Duties Description Record.

Years of Service Completed	Total Number of Vacation Days Effective 10/1/96	Monthly Accrual Rate in Hours/Minutes Effective 10/1/96
1 to 4	11	7.20
5 to 12	17	11.20
13	18	11.20
14	19	11.20
15	20	11.20
16	21	11.20
17	22	14.40
18	23	14.40
19 to 24	24	16.00
25+	25	16.40

ARTICLE 16
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 field work be undertaken. Inclement weather may include any weather condition which adversely affects an employee's health or safety. 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 sheltered location.

ARTICLE 17
PAY DIFFERENTIALS

Employees to whom an annual rate is applicable, except cumulative-hour employees, who are regularly scheduled to start their normal shift at or after 2:00 P.M. but before 9:00 P.M., shall receive, in addition to other compensation, a pay differential of 4% of the applicable rate for each hour worked during any such normal shift.

Employees to whom an annual rate is applicable, except cumulative-hour employees, who are regularly scheduled to start their normal shift at or after 9:00 P.M. but before 4:00 A.M. shall receive, in addition to other compensation, a pay differential of 7% of the applicable rate for each hour worked during any such normal shift.

during each calendar month in accordance with the following schedule:

1. All miles driven - \$.36 per mile;
2. Necessary parking fees or charges, exclusive of the DWP facilities.

18.1(b)

When employees are required to have their personal automobile available for use to conduct Department business, such employees 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 - \$7.01;
2. For each day driven on Department business - \$7.01;
3. All miles driven - \$.36 per mile;
4. Necessary parking fees or charges exclusive of DWP facilities; and
5. The automotive per diem referenced above in Article 18.1(b) 1. and 2. shall be based on 80 percent of average ownership costs, as calculated by the Automobile Club of Southern California, as specified in the February 11, 2002 Letter of Intent.

18.1(c)

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 \$.36 per mile rate provided above shall be changed to the same amount.

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

18.2(d)

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

18.2(e)

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

18.2(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.

18.2(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.

18.2(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.

18.2(i)

Employees who work overtime while assigned to a 9/80 alternate work schedule, shall receive one overtime meal allowance that will be paid when 1.0 hour of overtime is worked in continuation of the regularly scheduled normal 9.0 hour day. One overtime meal allowance will be paid when 2.0 hours of overtime is worked in continuation of the regularly scheduled normal 8.0 hour day. Should the overtime continue, one additional overtime meal allowance will be paid for each five hours worked continuously thereafter.

18.3(c)

Notwithstanding any other provisions of this MOU in conflict herewith, time spent in travel between Department-provided or designated lodging and a temporary reporting location shall be counted as time worked.

18.3(d)

When employees are transferred permanently to work at such a distance from their home that it prevents their daily return thereto, (unless such transfer is between points located south of an east-west line drawn through the southernmost boundary of the town of Newhall and west of the north-south line drawn through the easternmost boundary of the City of Ontario); the Department shall bear such expense en route and for the first fifteen (15) calendar days of such assignment commencing with and including the day of arrival at the location to which the employee is permanently transferred, or, until a suitable dwelling is available, whichever is the shorter period of time; provided that under special circumstances the General Manager may authorize the extension of the above period of time beyond fifteen (15) calendar days.

18.3(e)

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

18.3(f)

Supplemental to this section, the following rates of compensation for meals away from home shall apply, effective July 1, 2003:

Breakfast	(including tax and tip)	\$11.00
Lunch	(including tax and tip)	\$14.17
Dinner	(including tax and tip)	\$20.45
TOTAL		\$45.62

Effective July 1, of each 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).

18.4(b)(1)

When such change is between points located south of an east-west line drawn through the southernmost boundary of the town of Newhall, and west of a north-south line drawn through the easternmost boundary of the City of Ontario.

18.4(b)(2)

When employees are discharged for cause after at least six months of continuous service at their location immediately preceding the time of such discharge.

18.4(b)(3)

When an employee resigns from the Department.

18.5 - Establishment of Maximum Allowances

All allowances provided for by this Article shall be subject to maximums fixed by the General Manager, except that the provisions of this subsection shall not apply where the amount of such allowances are specified in this Article 18.

18.6 - Housing and Mess Facilities

18.6(a)

Whenever the Department, for its convenience in connection with its operating needs, requires that an employee working at a specified location shall occupy housing or dormitory facilities furnished by the Department at or near such location, no charge shall be made for such housing or dormitory facilities. Such requirements may be exercised at locations where such housing and dormitory facilities are provided at or near transmission lines, switching stations, pumping plants, aqueducts, reservoirs, and power plants, including Boulder City and Hoover Dam.

18.6(b)

Whenever housing or dormitory facilities are otherwise provided by the Department, an employee occupying the same shall pay therefore in accordance with such schedule of charges as the General Manager may from time to time prescribe.

required to pay if transportation were provided under paragraph (1) of this subsection using the fastest and most direct travel accommodations available, except that where such trip is to a point within a radius of 300 miles of the Department's John Ferraro Building at 111 North Hope Street, Los Angeles, it shall pay such employees therefor at the rate of 36 cents per mile.

18.7(b) (5)

If the nature of the work on an official trip will require the use of a car to best serve the Department's interest, arrangements may be made with such employees to use their personal car upon the same terms and conditions as those from time to time prescribed by resolution for the use of personal cars on the Department business in lieu of the transportation allowances provided in paragraphs (1), (2), and (3) of this subsection.

18.7(c) - Other Allowances on Ordered Trips

Subject to such maximum as may be set in the authorization for such trip, employees who are directed or ordered to travel in connection with Department business shall be entitled to reimbursement for the following expenses in addition to transportation:

18.7(c) (1)

Meals and lodging subject to the provisions of Article 18 hereof.

18.7(c) (2)

Tips for services in connection with meals, lodging and travel.

18.7(c) (3)

Valet service.

18.7(c) (4)

Baggage checking and transfer costs.

18.7(c) (5)

Telephone, telegraph, and mailing charges.

19(b) - Protective Clothing, Equipment, and Safety Glasses

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

The Department shall provide and pay for prescription safety eyewear for its employees. The benefit shall apply to all I.B.E.W., Local 18 represented Department employees who wear corrective prescription glasses and whose job assignment requires the use of safety eyewear.

19(c) - Tools

The Department shall provide all tools required for the performance of its employees' duties, except that if it is common practice in a particular trade or craft for employees to provide their own tools, employees engaged in such trade or craft shall provide such tools required in the performance of their duties.

In the event that, through no negligence or other fault of employees, any tools so provided are damaged, destroyed, or lost through fire or theft, while employees are engaged in the performance of their duties either on or off Department premises or while such tools, though not in use in the performance of the employees' duties, are on Department premises with the consent of the employees' supervisor, the Department shall reimburse such employees for the loss or damage sustained.

In the event the Department requires modification or conversion of the tools normally furnished by the employee, the Department shall furnish the modified or converted tools.

ARTICLE 20 SPECIAL WORKING CONDITION RULES FOR CAMPS

20(a) - Definition of Camp

A "Camp" is defined to mean a temporary facility established in connection with a maintenance, repair, or construction job and designated as a camp by the General Manager, at which camp the meals and lodging are made available to employees by the Department for such charges as the General Manager may prescribe.

forth on the NTCD. NTCDs in an employee's file past the expiration date shall not be referenced in, nor form the basis for any disciplinary action, provided, that the employee has not been given any other NTCDs or disciplinary action prior to the expiration date. Nothing in this Article shall prevent the removal of an NTCD from an employee's personnel files prior to the expiration date upon the approval of Management.

In the event that the NTCD is issued for such things as poor work performance or tardiness, the supervisor will review with the employee, at reasonable intervals, the employee's progress in correcting the deficiency.

ARTICLE 22 EMPLOYEE LIST

22.1

The Department shall provide the Union in writing within thirty (30) days from the effective date of this MOU, an alphabetized list of all employees subject to this MOU. This list shall include the payroll and section number, Civil Service classification and effective date, date of hire, range number and the Union membership status. The Department shall provide a similar list every three (3) months.

22.2

Each thirty (30) days after the effective date of this MOU, the Department shall provide the following:

1. A list of all employees hired in the Unit during the preceding month. This list shall include the payroll and section number, classification, range number and date of hire.
2. A list of all employees in the Unit who have been terminated or retired during the preceding month.

ARTICLE 25
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 thereunder and any additional benefits set forth herein if compatible with the FLSA.

ARTICLE 26
TERM

This MOU is effective as of the date of execution with the exception of any special provisions setting forth dates for compliance. The term of this MOU shall continue until the 30th day of September 2005, and for additional periods of one year thereafter, with the provision that should either party desire to terminate this MOU, or to modify any portion of the terms hereof, it shall notify the other party not later than ninety (90) days prior to the 30th day of September 2005, or the end of any other subsequent yearly period. If such notice of termination is given, this MOU shall terminate on the 30th day of September 2005, or September 30 of any other subsequent yearly period.

Negotiations upon proposed amendments or changes of the terms of this MOU, as set forth in the notice of desire to amend, shall begin not 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. IBEW-Local 18, therefore, without qualification,

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), (b), (c), and (d) above. In the event eligible employees elect to cover their eligible dependents as provided for in these programs, the 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 1, of each contract year:

For each eligible employee in the Unit, the Department will contribute an amount calculated by adding to the \$718.96 monthly subsidy an amount not to exceed the dollar value of the Kaiser Family Plan rate increases or rate decreases during the term of this MOU.

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 Local 18 prior to negotiating new agreements with health insurance carriers. In conformance with DWP 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 rapidly escalating health care costs are a mutual concern. Containing the escalation of these costs is essential to both parties. Therefore, the parties agree to develop health care proposals that achieve control over and limit escalating health care costs which may include financial participation by both parties.

28.2 - Dental Plan

The Department will provide an indemnity-type dental plan, a group-type dental plan and a dental plan offered by the IBEW-Local 18 Health and Welfare Trust open to all eligible employees in this Unit. The Department's maximum contribution for the period from October 1, 2002 to June 30, 2003, will not exceed \$118.56 per month for family coverage.

Effective July 1, 2003, the Department's maximum contribution will be set to match the rate for family coverage by Delta Dental.

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1 - Sick Benefits

All provisions of the Department's Disability Plan and all practices concerning sick days shall be continued with the following exceptions:

- (a) Disability benefits for a temporary disability of ten (10) work days or less shall be calculated at the gross salary base rate and the appropriate Federal and State taxes withheld and paid to the Internal Revenue Service and the State Franchise Tax Board.
- (b) Disability benefits for a temporary disability which exceeds ten (10) work days 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 VD(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' unused sick time compensation shall be calculated 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). The Department shall compensate employees for unused sick time in an expeditious manner.

- (d) Additionally, partial days sick shall be deducted from the annual forty-hour entitlement provided in Section VD(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.

2. All conditions and restrictions, such as medical certification, placed upon each Department employee relative to his or her 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 DWP Administrative Manual.
3. In order for an employee to apply this benefit to a domestic partner, employee must have on file a confidential affidavit with the DWP Health Plans Administration office.

ARTICLE 30 SALARIES

30.1 - Salaries

The parties agree to jointly recommend that the Board of Water and Power Commissioners forward to the City Council with a recommendation for approval, the salary ranges as established in Appendices A-1, A-2, and A-3.

The salary ranges as established in Appendix A-1 shall become effective October 1, 2002.

The salary ranges as established in Appendix A-2 shall become effective October 1, 2003.

The salary ranges as established in Appendix A-3 shall become effective October 1, 2004.

30.2 - Application of Administrative Code

Except as otherwise provided herein, the provisions of Division 4, Chapter 9 of the Los Angeles Administrative Code shall apply to employees in this Unit.

30.3 - Right to Consolidate DDRs

The Department reserves the right to and may at its option consolidate, without changing salary levels, any group of duties descriptions listed in Appendices A-1, A-2, and A-3 that are in the same Civil Service class and at the same wage level.

ARTICLE 33
TEMPORARY REASSIGNMENT

33.1 - Temporary Assignment to Another Position Within the Same Civil Service Class

Employees who are directed to temporarily perform the duties of a higher paid position in the same Civil Service class, shall be placed on the lowest step rate of the higher level salary range which will result in a salary increase of at least five percent (5%), not to exceed the top step of the higher range, effective the first day those duties are performed. If such temporary reassignment lasts longer than six (6) months, Department management shall meet with the Union to determine what steps need to be taken to permanently fill the position in a way that meets the interests of both parties. Upon reassignment from a permanent position to a temporary position at a higher pay level, in accordance with the provisions of this Article, there will be no change in the employee's anniversary date. Upon reassignment from a temporary position, made under the provisions of this Article, back to an employee's permanent position or to another temporary position at a higher pay level, there will be no change in the employee's step or anniversary date.

33.2 - Temporary Assignment to Another Position in Another Civil Service Class (Includes 1-5 Day Special Emergency, Emergency, Trainee, Apprenticeship and Limited Appointments)

Employees reassigned on a temporary basis to a higher level position shall be placed on the lowest step rate within the appropriate range which will result in a salary increase of at least five percent (5%) not to exceed the top step of the salary range and shall not have their salary anniversary date changed as a result of such reassignment.

Upon reassignment from one temporary position to another temporary position at a higher pay level, an employee shall be placed on the lowest step rate within the appropriate range, which will result in a salary increase of at least five percent (5%) not to exceed the top step of the salary range, and the employee's salary anniversary date shall not change. Upon return to a permanent position from a temporary position, the employee shall be placed on the step of the salary range that he or she would have occupied had the temporary assignment(s) not been made.

ARTICLE 36
JOINT LABOR/MANAGEMENT RESOLUTION BOARD

(1) SCOPE

A Joint Labor/Management Resolution Board (Board) shall be established to deal with items typically brought up in the meet-and-confer process and other issues as mutually agreed to by Union and Management.

The Board and the Labor/Management Committees are not intended to subordinate or abrogate in any way the collective bargaining rights and obligations of either party.

(2) MEMBERSHIP

- The Board shall be comprised of equal numbers of Union and Management participants.
- It may be necessary to create more than one Board.

(3) PROCESS

Mutual Gains Bargaining is the process to be used in resolving issues brought to the Board. An impartial facilitator will be used as deemed necessary by the parties.

(4) TRAINING

Any person appointed to the Board, or any other joint labor/management committee, shall be trained in the mutual gains bargaining process prior to participating in the process. In addition to this training, all Union shop stewards and all levels of management beginning with first-level supervisors shall be trained in the mutual gains bargaining process.

(5) COMMUNICATION

- The scope of the Board and the process it uses will be communicated to all employees and managers. The resolution, results and reasons, and the plan for implementation will be published and provided to all affected employees and managers. The Board will regularly keep the General Manager of Water and Power and the Business Manager of Local 18 informed of its progress.

- Any Union or Management Board member may bring an issue to the Board.

ARTICLE 37
EMPLOYEE RETIREMENT PLAN

37.1 - Early Retirement Option

37.1(a)

Water and Power Employees' Retirement Plan (PLAN) members who have reached age 50 and who have at least 30 years of service (50/30) shall be eligible for an unreduced formula retirement, calculated at 2.1% of the member's highest year's salary for each year of retirement service credit.

37.1(b)

This option will continue until September 30, 2005.

37.2 - Enhancement of Employees' Retirement Plan Pension
Formula Rate

37.2(a)

PLAN members who have reached age 55 and who have at least 30 years of service (55/30) shall be eligible for an unreduced formula retirement calculated at 2.3% of the member's highest year's salary for each year of retirement service credit.

37.2(b)

This enhanced formula pension rate (2.3%) does not apply to those who retire under the terms of any other early retirement option, including the 50/30 early retirement option.

37.3 - Retirement Formula Pension Cap

Eligible PLAN members may retire with a formula pension allowance not to exceed 100% of their highest year's salary.

at the rate of 8% per year, or the annual rate of return on the actuarial value of assets reported in the most recent valuation by the Retirement Board Actuary.

ARTICLE 38
EMPLOYEE RELEASE TIME

1. The Department may, in its discretion, grant to elected officers or appointed representatives of the International Brotherhood of Electrical Workers - Local 18 (Local 18) time off for union representation activities. Under this Article, no more than nine (9) employees for all five (5) bargaining units collectively shall be so released at any one time.
2. Each employee shall submit a request for release at least 21 calendar days prior to the effective date, notifying supervision of both the starting and ending dates of release. The Department shall make every effort to grant the request as submitted, and shall deny or modify it only in the event of undue hardship.
3. During the release period, except as provided in Section (6), the City shall pay the employee's current salary while the employee is on release to Local 18. The employee on release to Local 18 shall receive all increases in salary and benefits approved for other Department employees in the same job classification during the release period.
4. During the release period, except as provided in Section (6), employees shall retain all of their existing benefits, including, but not limited to vacation, sick leave, compensated time off, short-term disability, life insurance, medical, dental, workers' compensation, deferred compensation plan, retirement benefits, and seniority accrual in their civil service class.
5. Local 18 shall reimburse the City quarterly for all salary paid and benefits given under Sections (3) and (4) above. The cost of benefits shall be based on the rates established by the MOU in effect or the actual costs of new benefits that become effective during the period of the release.

ARTICLE 39
JOINT SAFETY INSTITUTE

The Parties agree to establish an IBEW-DWP Joint Safety Institute (JSI). The JSI is an independent body advocating worker safety through information sharing, training, and mentoring to promote overall safety throughout the Department. (First Amendment to the Agreement and Declaration of Trust of the Joint Safety Institute (JSI) adopted by the Board of Water and Power Commissioners December 19, 2000, per Resolution No. 001-132.)

ARTICLE 40
JOINT TRAINING INSTITUTE

The Parties agree to establish an IBEW-DWP Joint Training Institute (JTI). The JTI is an independent body committed to creating a work environment where employees are effectively trained in jobs that are critical to the Department's core business.

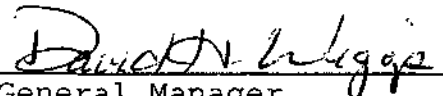
(Letter of Agreement and Declaration of Trust of the Joint Training Institute (JTI) adopted by the Board of Water and Power Commissioners on May 7, 2002, per Resolution No. 002-268.)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Clerical Unit Memorandum of Understanding on this 19th day of September, 2003 to be effective as provided herein.

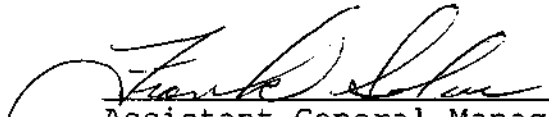
Local 18 of the
International Brotherhood
of Electrical Workers,
AFL-CIO,
Authorized Representatives

City of Los Angeles
Representatives


Business Manager


General Manager
of the Department of
Water and Power


President


Assistant General Manager
Chief Administrative Officer
of the Department of
Water and Power

APPENDIX A-1

SALARY RANGES EFFECTIVE OCTOBER 1, 2002

Effective October 1, 2002, salary ranges shall be increased by a percentage equal to the percentage increase in the CPI for Urban Wage Earners and Clerical Workers as measured from August 2001 to August 2002 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to 4% the salary ranges shall be increased by 4%, and if the CPI increased by 6% or more, the salary ranges shall be increased by 6%.

[illegible]

1Report ID: HR6017P1-03
Run Date: 09/20/2002

COST OF LIVING ADJUSTMENT
EFFDATE = 10/01/2002 (1.040) X (CURRENT RATE)
(7)-CLERICAL UNIT (IBEW)

Page: 41

CLASS	DDRNO	PAY RATE	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
	B											
	94-14020	NEW HOURLY	15.84	16.72	17.65	18.63	19.67					
		BIWEEKLY	1,267.20	1,337.60	1,412.00	1,490.40	1,573.60					
		MONTHLY	2,756.16	2,909.28	3,071.10	3,241.62	3,422.58					
**												
	C											
	94-14001	NEW HOURLY	15.11	15.95	16.84	17.78	18.77					
		BIWEEKLY	1,208.80	1,276.00	1,347.20	1,422.40	1,501.60					
		MONTHLY	2,629.14	2,775.30	2,930.16	3,093.72	3,265.98					
CUST SRVC REPTV			-- 1230	*	*	*	*	*	*	*	*	*
7/												
	91-15031	NEW HOURLY	21.80	23.02	24.30	25.65	27.08					
		BIWEEKLY	1,744.00	1,841.60	1,944.00	2,052.00	2,166.40					
		MONTHLY	3,793.20	4,005.48	4,228.20	4,463.10	4,711.92					
**												
	A											
	91-12069	NEW HOURLY	21.04	22.21	23.45	24.76	26.14					
		BIWEEKLY	1,683.20	1,776.80	1,876.00	1,980.80	2,091.20					
		MONTHLY	3,660.96	3,864.54	4,080.30	4,308.24	4,548.36					
**												
	B 5/											
	91-12068	NEW HOURLY	19.28	20.35	21.48	22.68	23.94					
		BIWEEKLY	1,542.40	1,628.00	1,718.40	1,814.40	1,915.20					
		MONTHLY	3,354.72	3,540.90	3,737.52	3,946.32	4,165.56					
	91-12110	SAME AS ABOVE										
**												
	C											
	91-12067	NEW HOURLY	18.25	19.27	20.34	21.47	22.67					
		BIWEEKLY	1,460.00	1,541.60	1,627.20	1,717.60	1,813.60					
		MONTHLY	3,175.50	3,352.98	3,539.16	3,735.78	3,944.58					
**												
	D											
	91-12066	NEW HOURLY	17.07	18.02	19.02	20.08	21.20					
		BIWEEKLY	1,365.60	1,441.60	1,521.60	1,606.40	1,696.00					
		MONTHLY	2,970.18	3,135.48	3,309.48	3,493.92	3,688.80					
**												
	E											
	91-01117	NEW HOURLY	15.69				19.48					
		BIWEEKLY					1,558.40					
		MONTHLY					3,389.52					

[illegible]

CLASS	DDRNO	PAY RATE	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
SENIOR CLERK STENOGRAPHER			-- 1323	* *	* *	* *	* *	* *	* *	* *	* *	* *
A 4/												
91-13138	NEW HOURLY	19.28	20.35	21.48	22.68	23.94						
	BIWEEKLY	1,542.40	1,628.00	1,718.40	1,814.40	1,915.20						
	MONTHLY	3,354.72	3,540.90	3,737.52	3,946.32	4,165.56						
91-13139	SAME AS ABOVE											
93-13138	SAME AS ABOVE											
93-13139	SAME AS ABOVE											
94-13138	SAME AS ABOVE											
94-13139	SAME AS ABOVE											
**												
B												
91-13137	NEW HOURLY	18.25	19.27	20.34	21.47	22.67						
	BIWEEKLY	1,460.00	1,541.60	1,627.20	1,717.60	1,813.60						
	MONTHLY	3,175.50	3,352.98	3,539.16	3,735.78	3,944.58						
93-13137	SAME AS ABOVE											
94-13137	SAME AS ABOVE											
**												
C												
91-13136	NEW HOURLY	17.07	18.02	19.02	20.08	21.20						
	BIWEEKLY	1,365.60	1,441.60	1,521.60	1,606.40	1,696.00						
	MONTHLY	2,970.18	3,135.48	3,309.48	3,493.92	3,688.80						
93-13136	SAME AS ABOVE											
94-13136	SAME AS ABOVE											
SENIOR CLERK TYPIST 4/			-- 1368	* *	* *	* *	* *	* *	* *	* *	* *	* *
A												
91-13640	NEW HOURLY	19.28	20.35	21.48	22.68	23.94						
	BIWEEKLY	1,542.40	1,628.00	1,718.40	1,814.40	1,915.20						
	MONTHLY	3,354.72	3,540.90	3,737.52	3,946.32	4,165.56						
91-13641	SAME AS ABOVE											
93-13640	SAME AS ABOVE											
93-13641	SAME AS ABOVE											
94-13640	SAME AS ABOVE											
94-13641	SAME AS ABOVE											

**

APPENDIX A-2

SALARY RANGES EFFECTIVE OCTOBER 1, 2003

Effective October 1, 2003, salary ranges shall be increased by a percentage equal to the percentage increase in the CPI for Urban Wage Earners and Clerical Workers as measured from August 2002 to August 2003 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to 5% the salary ranges shall be increased by 5%, and if the CPI increased by 6% or more, the salary ranges shall be increased by 6%.

[illegible]

CLASS	DDRNO	PAY RATE	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7	STEP-8	STEP-9	STEP-10
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
	B											
	94-14020	NEW HOURLY	16.62	17.55	18.53	19.56	20.65					
		BIWEEKLY	1,329.60	1,404.00	1,482.40	1,564.80	1,652.00					
		MONTHLY	2,891.88	3,053.70	3,224.22	3,403.44	3,593.10					
**												
	C											
	94-14001	NEW HOURLY	15.87	16.75	17.68	18.67	19.71					
		BIWEEKLY	1,269.60	1,340.00	1,414.40	1,493.60	1,576.80					
		MONTHLY	2,761.38	2,914.50	3,076.32	3,248.58	3,429.54					
CUST	SRVC	REPTV	-- 1230	*	*	*	*	*	*	*	*	*
	7/											
	91-15031	NEW HOURLY	22.88	24.16	25.51	26.93	28.43					
		BIWEEKLY	1,830.40	1,932.80	2,040.80	2,154.40	2,274.40					
		MONTHLY	3,981.12	4,203.84	4,438.74	4,685.82	4,946.82					
**												
	A											
	91-12069	NEW HOURLY	22.10	23.33	24.63	26.00	27.45					
		BIWEEKLY	1,768.00	1,866.40	1,970.40	2,080.00	2,196.00					
		MONTHLY	3,845.40	4,059.42	4,285.62	4,524.00	4,776.30					
**												
	B 5/											
	91-12068	NEW HOURLY	20.23	21.36	22.55	23.81	25.14					
		BIWEEKLY	1,618.40	1,708.80	1,804.00	1,904.80	2,011.20					
		MONTHLY	3,520.02	3,716.64	3,923.70	4,142.94	4,374.36					
	91-12110	SAME AS ABOVE										
**												
	C											
	91-12067	NEW HOURLY	19.15	20.22	21.35	22.54	23.80					
		BIWEEKLY	1,532.00	1,617.60	1,708.00	1,803.20	1,904.00					
		MONTHLY	3,332.10	3,518.28	3,714.90	3,921.96	4,141.20					
**												
	D											
	91-12066	NEW HOURLY	17.92	18.92	19.97	21.08	22.26					
		BIWEEKLY	1,433.60	1,513.60	1,597.60	1,686.40	1,780.80					
		MONTHLY	3,118.08	3,292.08	3,474.78	3,667.92	3,873.24					
**												
	E											
	91-01117	NEW HOURLY	16.46				20.45					
		BIWEEKLY					1,636.00					
		MONTHLY					3,558.30					

[illegible]

★ ★

APPENDIX A-3

SALARY RANGES EFFECTIVE OCTOBER 1, 2004

Effective October 1, 2004, salary ranges shall be increased by a percentage equal to the percentage increase in the CPI for Urban Wage Earners and Clerical Workers as measured from August 2003 to August 2004 for U.S. City Average (1982-84=100); provided however, that if the CPI increases less than or equal to 5% the salary ranges shall be increased by 5%, and if the CPI increased by 6% or more, the salary ranges shall be increased by 6%.

CLERICAL UNIT

FOOTNOTES: (cont'd)

5. All positions on DDR 91-12110 in the class of Customer (previously Commercial) Service Representative (Class Code 1230) shall not be filled by bid.
6. Due to certain class consolidations conducted by the Personnel Department, City of Los Angeles, the following classifications indicated in Appendix A-1 have been abolished and are not shown in Appendix A-2.

Data Processing Technician Trainee	1134
Traffic Agent	1159

7. Due to certain class consolidations conducted by the Personnel Department, City of Los Angeles, the following classification was reallocated:

From:	Senior Teller	1192
To:	Customer Service Representative	1230

8. One person in a classification represented by IBEW, when designated to represent IBEW as the Administrator to the Joint Safety Institute (JSI), shall, while assigned to perform such JSI Administrator duties, be compensated at the fifth (5th) step of the "III" level Salary Range (DDR No.95-52653) established for the class of Electrical Services Manager (Class Code 5265), enabling the individual to remain in the bargaining unit during such assignment while being compensated at the Electrical Services Manager III salary level. The provisions of this footnote shall be effective October 1, 2002.
9. One person in a classification represented by IBEW, when designated to represent IBEW as the Administrator to the Joint Training Institute (JTI) shall, while assigned to perform such JTI Administrator duties, be compensated at the fifth (5th) step of the "III" level Salary Range (DDR No. 95-52653) established for the class of Electrical Services Manager (Class Code 5265), enabling the individual to remain in the bargaining unit during such assignment while being compensated at the Electrical Services Manager III salary level. The provisions of this footnote shall be effective October 1, 2002.

- 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.
- 5) Disputes over the practical consequences of contracting out, other than those disputes occurring under paragraphs 3 and 4 above, shall be resolved through the grievance process starting at Step III (Business Unit level) in accordance with the provisions in Article 5 of the MOU.

- 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.

All recommendations must include a majority vote; however, it is intended that the Committees work toward consensus.

The Charter for these Joint Labor/Management Committees will contain a commitment to work jointly to resolve problems to the mutual advantage of both parties.

These Committees are not intended to subordinate in any way the collective bargaining rights and obligations of either party, nor the established rights of management.

The DWP General Manager and the Local 18 Business Manager shall be ex-officio members of all Committees as well as the joint recipients of all Committee recommendations.

It is agreed that the following list comprises the initial subjects being addressed by these committees, and future subjects will be established by mutual consent:

- a. Service Reliability, including considering standards for average minutes of interruption and other such standards currently before the California Public Utilities Commission (CPUC).
- b. Worker Safety, including an equal role for Local 18 in determining safety standards in the restructured utility environment.
- c. In-Basis Generation, including mutual review of any generating needs analysis and staffing.
- d. Substation Area Consolidation, including mutual review of reliability analysis and staffing.
- e. Maintenance Guarantees, including developing standards for all aspects of utility maintenance.
- f. Customer Service Satisfaction, including the issues of alternate work schedules, lead workers, and schedule changes at the Customer Call Center.
- g. Review of priority for staffing of positions and the use of personal services contracts.

Notwithstanding the provisions of the above paragraph, an employee who has a break in service of less than five (5) years as a result of a layoff under Charter Section 125, shall have seniority equal to the seniority the employee had accrued in the class at the date of the layoff. In the event of a break in service of more than five (5) years as a result of a layoff under Charter Section 125, their seniority shall be the time in class since their return from layoff, less any continuous physical absence from a position in the class of more than one year except for military leave of absence.

APPLICABILITY

This procedure shall be applicable to the filling of all positions in the Clerical Unit except entry level positions, those of a temporary nature and those to be filled because of the temporary absence of the incumbent.

ANNOUNCEMENT OF POSITION

When a position having a salary higher than the lowest paid occupied position in the same Civil Service class in a Major Division the Department is to be filled, an announcement of intention to fill such positions shall be made in writing and posted for a minimum of seven (7) working days. Such announcement shall be descriptive of the duties, location, hours, and salary of the position and shall include special skills, knowledges and abilities which initially are necessary for appointment to the position. Such announcement shall be in a standard form (Form 03214) and shall be posted in each work location where employees of the affected Civil Service class are assigned.

- e) If the list as established in (b) above does not contain at least two candidates from each underrepresented group, add underrepresented bidders by seniority to said list to ensure that there are two applicants in the candidate pool from each underrepresented group.

2. If the position(s) to be filled is (are) not underrepresented in minorities and/or women (as determined by Business Unit goals), establish the candidate pool as follows:

- a) If there are ten (10) or fewer eligible bidders for each position, all bidders will be interviewed.
- b) If there are more than ten (10) eligible bidders for each position, establish a list of the most senior bidders to a maximum of nine (9) applicants in excess of the number of positions to be filled. This list shall be the candidate pool for the position(s) to be filled.

Select from among the three best qualified. If any of the most senior of the three best qualified candidates is not selected, they will be entitled, upon written request within twenty-one (21) calendar days, to a written explanation of the reason or reasons for non-selection.

An employee shall be given at least twenty-four (24) hours notice prior to an interview.

***ADDITIONAL FACTORS Clerk and Clerk Typist Assignment**

The Letter of Agreement signed by the Department of Water and Power and Local 18 of the International Brotherhood of Electrical Works dated September 20, 1999 shall govern the bid rights of incumbent Clerks and Clerk Typists as of that date as well as appointment and assignment procedures for employees in those classes thereafter.

Senior Clerical Assignment

The Letter of Agreement signed by the Department of Water and Power and Local 18 of the International Brotherhood of Electrical Works dated November 27, 2000 shall govern the bid rights of incumbent Senior Clerks, Senior Clerk Typists, and Senior Clerk Stenographers as of that date as well as appointment and assignment procedures for employees in those classes thereafter.

For the Customer Service Representative Class Only

Prior to requesting certification of the eligible list, but subsequent to the applicable bid provisions, a communication shall be made to employees occupying positions in clerical classes which are at a level comparable to Customer Service Representative (CSR), which advises them of the opportunity to request a transfer under Charter Section 1014.

Candidates expressing an interest in a Charter Section 1014 transfer shall be considered prior to any candidates from the eligible list. Charter Section 1014 reassignment candidates shall be considered utilizing the same interview process as candidates from the eligible list.

If selected, the Charter Section 1014 transfer will be a tentative transfer, allowing for a period of evaluation similar to a probationary period.

APPENDIX F

ERGONOMICS

The parties agree to maintain through the Joint/Labor Management Workers Safety Committee an ergonomics program consistent with principles set forth in the Letter of Agreement, entitled "Ergonomics Tools and Training" dated April 22, 1999.

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