

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

**Between**

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

**and**

**THE SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 721**

**Security Unit**

**October 1, 2022**

**through**

**September 30, 2026**

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## ARTICLE 1

### **DEPARTMENT - UNION RELATIONSHIP**

#### **A. Continuity of Service to the Public**

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

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

It is mutually understood and agreed that the Department has the absolute right to impose discipline for proper cause and, in that regard, shall have the right to take disciplinary action for proper cause, including discharge, against any employee who participates in any manner in any strike, work stoppage, slowdown, sick-out or any other concerted refusal to work or for failure to report for work or who participates in any manner in any picketing in support of a strike, work stoppage, work slowdown or any other concerted action.

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

## **B. Mutual Pledge of Accord**

Inherent in the relationship between the Department and its employees, is the obligation of the Department to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the Department in the performance of their public service obligation.

It is the purpose of this MOU to promote and ensure harmonious relations, cooperation and understanding between the Department and the employees represented by the Union and to establish and maintain proper standards of wages, hours and other terms and conditions of employment.

## **ARTICLE 2**

### **RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Los Angeles and applicable State law, the Service Employees International Union Local 721 ("Union or SEIU 721") was certified on December 26, 1974, by the Employee Relations Board of the City of Los Angeles as the majority representative of Department employees in the Los Angeles Department of Water and Power Security Unit (hereinafter referred to as "Unit") as found to be appropriate by said Employee Relations Board. Management hereby recognizes the Service Employees International Union as the exclusive representative in said Unit.

## **ARTICLE 3**

### **LANGUAGE — MEMORANDUM OF UNDERSTANDING**

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

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

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

## **ARTICLE 4**

### **NON-DISCRIMINATION**

The Parties mutually recognize and agree to protect those employee rights granted in the Employee Relations Ordinance of the City of Los Angeles and applicable Local, State and Federal laws.

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

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **Definition**

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

#### **General Provisions**

- a. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided before the Civil Service Commission. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and an unfair labor practice under the jurisdiction of the Employee Relations Board, the employee may elect to pursue the matter either under the grievance procedure herein provided, or by action before the Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and a waiver of the alternative remedy.
- b. No grievant shall lose the right to process their grievance because of Department-imposed limitations in scheduling meetings.
- c. Grievants have the responsibility to discuss their grievances informally with their immediate/appropriate supervisor. The supervisor is obligated, upon request of a grievant, to discuss the grievance at a mutually satisfactory time. Grievants may be represented by a representative of their choice in the informal discussion with their immediate supervisor, and in all formal review levels.

- d. The time limits hereinafter provided between steps of the grievance procedure may be extended only by mutual agreement. In addition, by mutual agreement, any level of review may be waived from this grievance procedure. Agreements under this section shall be made between the Labor Relations Office and the employee's representative or the employee if unrepresented. An employee or Union Representative may file grievances and appeals to the Labor Relations Office within the time limits set forth in this Grievance Procedure; electronic submissions are acceptable.
- e. Management shall notify the Union of any formal grievance filed that involves the interpretation and/or application of the provisions of this MOU, and a Union Staff Representative shall have the right to be present and participate in the discussion at any formal grievance meeting concerning such a grievance. If a Union Staff Representative elects to attend said grievance meeting, the representative shall inform the Labor Relations Office of the intent to attend. The Union is to be notified of the resolution of all formal grievances.
- f. It is understood and agreed that Section 3502 of the California Government Code grants to public employees the right to represent themselves individually in their employment activities, which includes grievances. Nothing in this MOU shall be construed as to abridge, limit or restrict that right, however, any decision resulting from a grievance or arbitration filed by an individual employee without the Union's involvement shall not be binding upon the Union, set a precedent for future decisions, or change the terms of this MOU which has been collectively bargained by the Union on behalf of the represented employees but such decision shall be final as to individual grievances.
- g. Employees who file a grievance and elect representation by the Union shall be permitted to be present and testify at any step of the grievance procedure if their attendance is requested by either the Union or Management.
- h. Expedited arbitration and/or a bench decision may be used by mutual agreement.

## **Union Procedure**

### **Preamble**

The purpose of this Procedure is to solve problems fairly and as expeditiously as possible at the lowest possible level. This Procedure is a problem-solving process. At each step, a good faith effort will be made to resolve the issue.

#### **I. Informal Step**

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

within fourteen (14) calendar days of the date of the grievable incident or within fourteen (14) calendar days of the date the grievant and/or the Union should have reasonably been aware of the incident.

- The grievance shall be considered waived if not presented within the fourteen (14) calendar day time limit.
- It is the intent of the Parties that responses be given to the grievant and/or the Union as soon as possible, but, due to special circumstances or length of investigations, supervisor/managers will have up to fourteen (14) calendar days to respond.
- If the grievance is not resolved at the informal step, a written grievance may be filed by the employee or Union to the Labor Relations Office within fourteen (14) calendar days of the response.

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

- A meeting will be held by the appropriate Management Representative with the employee and Union within fourteen (14) calendar days of submission to the Labor Relations Office.
- The Management Representative will have fourteen (14) calendar days to issue a response following the last meeting.
- Minutes of these meetings will be kept and written reports will be prepared for each issue dealt with.
- The Parties have the authority to resolve the grievance.
- If the grievance is not resolved at this step, the grievance may be appealed to the next step within fourteen (14) calendar days of the response.

## **III. Review – Division Level**

- A union representative and the appropriate Management Representative or designee will meet to review an unresolved grievance within fourteen (14) calendar days of an appeal being filed with the Labor Relations Office.
- The Management Representative will have fourteen (14) calendar days to issue a response following the last meeting.
- If the grievance is not resolved at this step, the grievance may be appealed to the next step within fourteen (14) calendar days of the response.

#### **IV. Review — Department Level**

A Union representative and the Department General Manager or designee will meet as necessary, at the request of either party, to review and resolve cases referred to them from the Division level. The meeting will be scheduled within thirty (30) calendar days of the appeal from the Division Level.

There will be a written record of the meeting and within thirty (30) calendar days of the meeting, the General Manager or designee will provide the decision to the Union.

#### **V. Arbitration**

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

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

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

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

#### **Individual Procedure**

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

##### **Initial Step — Informal Discussion**

The grievant shall discuss the grievance with the employee's immediate supervisor on an informal basis in an effort to resolve the grievance and said grievance shall be considered waived if not so presented to the immediate supervisor within fourteen (14) calendar days following the date when the grievant should have reasonably been aware of the occurrence of the grievance.



The immediate supervisor shall respond within fourteen (14) calendar days following his meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process his grievance to the first level of review within the time limits prescribed in Step 1.

### **Step 1 — First Level of Review**

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

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

### **Step 2 —Second Level of Review**

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

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

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

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

If such notice is served, the General Manager or the designated representative will afford the party(s) an opportunity to present oral and/or written arguments on the merits of the grievance. The General Manager or their designated representative shall render to the grievant, a written decision within thirty (30) calendar days from

the date said arguments were submitted. Failure of Management to respond within such time limit shall entitle the grievant to process the grievance to the fourth (4th) level of review.

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

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

If such notice is served, the Board shall afford both Parties an opportunity to present oral and/or written arguments on the issues of the grievance that have not been satisfactorily resolved. It is the intent of the Board to render a decision within thirty-five (35) calendar days from the day said arguments were concluded.

Any decision resulting from a grievance or arbitration filed by an individual employee without the Union's involvement shall not be binding upon the Union, set a precedent for future decisions, or change the terms of this MOU which has been collectively bargained by the Union on behalf of the represented employees but such decision shall be final as to individual grievances.

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

### **ARTICLE 6**

#### **MANAGEMENT RIGHTS**

Responsibility for Management of the Department and direction of its work force is vested in the Board and the General Manager, whose powers and duties are specified by law. In order to fulfill this responsibility, it is the exclusive right of Department Management to determine its mission, to set standards of service to be offered to the public and to exercise control and discretion over the Department's organization, staffing, assignment of work and workload, scheduling requirements and operations. It is also the exclusive right of Department Management to take disciplinary action for proper cause, to relieve Department employees from duty because of lack of work or other legitimate reasons, to determine the methods, means and personnel by which the Department's operations are to be conducted and to take all necessary action to maintain uninterrupted service to its customers and carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences these decisions have had on wages, hours and other terms and conditions of employment. The Union does not waive its right to effects or impact bargaining as required by law.

## **ARTICLE 7**

### **UNION RIGHTS**

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

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

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

## **ARTICLE 8**

### **UNION ACTIVITY**

#### **8.1 — Access of Union Staff Representatives**

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

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

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

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

#### **8.2 — Shop Stewards**

The Union shall have the right to appoint shop steward(s) and notify the Department of the name(s) of the shop steward(s).

##### **8.2(1)**

Shop stewards shall request of their supervisor and be given reasonable time

during work hours to investigate and process specified grievances and to attend grievance meetings.

### **8.2(2)**

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

### **8.2(3)**

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

### **8.2(4)**

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

### **8.2(5)**

In speaking to employees on the job, the shop steward, on entering a work location, shall inform the supervisor of the steward's desire to talk to an employee or group of employees concerning a specified complaint or grievance. Permission to leave the job will be granted promptly to the employee(s) involved unless such absence would cause an undue interruption of work. When permission is requested in order to process a grievance, denial of permission to speak to employees, or perform any of the other duties of the shop steward shall automatically constitute an extension of the limits of the Grievance Procedure, equal to the amount of the delay. If the employee(s) cannot be made available, the shop steward shall be immediately informed when the employee(s) will be made available.

## **8.3 – Union Release Time**

The appointing authority may grant to elected officers or appointed representatives of the Union time off for Union representation activities.

- A. The Union shall submit a written request for release of an employee to that employee's Department Management, which shall include a list of all employees currently on release time for these Units. Such request shall be submitted at least 21 calendar days prior to the effective release date, specifying the starting and ending dates of release. The Union shall provide a copy of said request to the Labor Relations Office. The employee shall fill out any necessary paperwork required by Management for his/her release.

- B. Whenever operationally feasible, the Department shall grant the time off request. When it is not possible to immediately grant the request, the Department shall provide an explanation in writing and specify a date when the employee can be released.
- C. Release time shall be granted for a maximum of one year in any three-year period unless additional time is approved by the General Manager of the Los Angeles Department of Water and Power (LADWP).
- D. Employees shall be paid the employee's current salary by the LADWP while the employee is performing these duties for the Union.

NOTE: employees are not authorized to work overtime for the Department while taking Union time off

- E. Employees shall retain all of their existing benefits, including, but not limited to medical, dental, deferred compensation plan, retirement benefits and seniority accrual in their civil service class.
- F. The Union shall reimburse the LADWP for all salary and benefits costs incurred as a result of release time, including but not limited to, vacation, sick leave, compensated time off, retirement, short-term disability, life insurance, medical, dental and workers' compensation. The benefits cost shall be based on the benefits rates established by the LADWP as contained in the LADWP Budget in effect during the period of release time, and the cost of other benefits approved by the JLMBC that become effective during this period.
- G. Payment of any overtime worked while on release time shall be the responsibility of the Union.
- H. The LADWP shall bill the Union and Union shall make payments to the LADWP of all reimbursable costs identified in Section F above.
- I. An employee on release time shall submit weekly timesheets signed by the employee and the Union (Business Manager or his/her designee) to their respective Division Management and the Director of Labor Relations specifying the number of hours worked and use of any sick leave, vacation time or compensated time off.
- J. Should an employee incur a work-related injury while on release time, he/she shall remain on release time with the Union during the period of injury-on-duty (IOD), or until the release time has ended, and shall continue to be counted in determining the employee maximum as deemed operationally feasible by the LADWP management based on current staffing. The Union will reimburse the LADWP for all IOD and Workers' Compensation related costs.

- K. When the employee returns from release time, he/she shall return to his/her civil service classification and pay grade at the time of release.
- L. The employee must have passed probation in his/her current class to be eligible for release time.
- M. The Union shall indemnify, defend and hold the LADWP and its officers and employees harmless against any and all claims, suits, demands or other forms of liability that might arise out of or result from any action taken by an employee in the service of the Union.

The Director of Labor Relations shall maintain a list of employees who have been approved for release time and the approved duration.

#### **8.4 — Paid Time Off for Negotiating Committee Members**

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

#### **8.5 — Dues Deduction COPE and Indemnification**

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

##### **Dues Deduction**

Each pay period, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; residential address; worksite address and specific work location (if different from worksite address); work and personal email address (if available); work phone number; personal cell phone number (if available); employee hire date; employee job classification; employment status (ex: active, unpaid leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within five (5) business days of each payroll period ending.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within five (5) business days of each payroll period ending.

### **Committee on Political Education (COPE)**

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions bi-monthly in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

### **Indemnification**

Service Employees International Union Local 721 shall indemnify and hold the Employer, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

### **8.5(A)**

Management will provide the Union with the following employee contact information on a monthly basis:

- Name
- Job title
- Department
- Work location (where the employee actually works, not just their mailing address)
- Work phone number
- Home phone number
- Personal cell phone number (if on file with LADWP)
- Personal email address (if on file with the LADWP)
- Home address

For new employees (including re-hired employees), management shall provide this information to the Union within thirty (30) days of the date of the employee's hire, or by

the first pay period of the month following their hire whichever is later.

### **8.5(B)**

The Department shall notify the organization within thirty (30) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.

## **8.6 — Bulletin Boards**

### **8.6(1)**

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

- a. Notices of Union meetings.
- b. Notices of Union elections and their results.
- c. Notices of official Union business.
- d. Notices of Union recreational and social events.
- e. Any written material that has received the prior written approval of the Department by its designated representatives.

### **8.6(2)**

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

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

### **8.6(3)**

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

### **8.6(4)**

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



## **ARTICLE 9**

### **OVERTIME**

#### **9.1 — General Rules**

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

##### **9.1(1)**

Time worked outside of the normal work schedule.

##### **9.1(2)**

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

##### **9.1(3)**

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

##### **9.1(4)**

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

##### **9.1(5)**

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

##### **9.1(6)**

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

have so elapsed such employee shall not be required to work during such normal workday unless their services are required in connection with emergency work of the Department.

### **9.1(7)**

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

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

1. Sundays and holidays or equivalent;
2. Time worked in excess of sixteen (16) consecutive hours; and
3. Double time shall be the maximum rate applied to any hour of overtime worked.

Continuous operation, shift and cumulative hour employees, employees who are required to work within the hours of their normal workday on holidays (or holiday equivalents) as part of their normal work schedule shall be paid at the rate of time and one-half for each hour worked in addition to their normal pay. Time worked outside of regular hours on such days shall be paid at the double-time rate.

## **9.2 — Scheduled Overtime**

When scheduled overtime, other than an extension of the regular workday (before or after), is cancelled less than eight (8) hours prior to the time the scheduled overtime is to start, the employee shall receive two (2) hours pay at the applicable overtime rate.

## **9.3 — Call Out**

A call out is a communication to an employee who is off duty directing the employee to report for overtime work. Employees who are called out (other than for scheduled overtime) shall receive a minimum of two (2) hours at the double-time rate. Additional calls received within the two-hour minimum period shall not establish an additional minimum period of double-time. Hours worked after the two-hour minimum, shall continue to be paid for at the double-time rate until the start of the employee's regularly scheduled hours. Should the two-hour minimum overlap into an employee's regularly scheduled work hours, the straight time pay for the regularly scheduled hours shall commence after the close of the two-hour minimum period.

### **9.3(a) – Disturbance**

Whenever an employee is contacted by the Security Service's Management, while on off-duty status, to furnish information needed to maintain the continuity of Department business, without the necessity of having to personally report to duty,

such employee shall receive compensation at the rate of one (1) hour at the appropriate overtime rate for each instance for such work performed. More than one instance in the same time period for which compensation is provided under this provision shall not be in addition to compensation provided under any call out provision. Employees shall not knowingly create situations which invoke a disturbance call and subsequent payment, and in such cases, if proven, could be subject to disciplinary action. This provision does not apply to calls related to scheduling and overtime.

#### **9.4 — Travel Time**

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

#### **9.5 — Overtime Log**

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

##### **9.5(1) – Accumulative Overtime LOG**

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

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

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

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

worked contained on the Accumulated Overtime Request Log shall be verified.

Overtime shall be offered at all officers and lead security officers signed up on the A.O.T.L starting with the lowest number of accumulated overtime hours to the highest number of accumulated overtime hours during their normal work shift for pre-scheduled overtime two (2) days in advance.

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

For the purpose of this Article, a "call off" is defined as an employee's withdrawal or cancellation of working overtime after the employee has already committed to working the overtime.

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

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

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

## **9.6 — Accrual**

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

Employees in this Unit who accrue accumulated overtime shall be entitled to accrue and bank no more than 120 hours of overtime. It shall be at the employee's discretion the number of hours to be compensated as cash or the number of hours to be banked as overtime credits. The election must be made at the time the hours are worked. All overtime approved and worked in excess of 120 accrued hours shall be paid in cash. It is the understanding of the Parties that such accrued hours include both hours accrued under the provisions of the MOU and under the provisions of the Fair Labor

## Standards Act.

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

- (a) For personal reasons in any amount.
  - (b) (1) During the time that employees are absent on account of illness or injury, the employee may be paid the difference between their net salary and the disability benefit to which the employee may be entitled under the Water and Power Employees' Retirement Disability and Death Benefit Plan, or under Workers' Compensation Laws; and they shall be charged against their overtime credit the number of hours calculated to the nearest one-tenth (1/10) of an hour, required to account for the payment of such difference;
  - (2) For recuperation or rest; or
  - (3) For any purpose which the Board may approve upon recommendation of the General Manager in each individual case.
  - (c) Immediately prior to retirement, employees may elect to be compensated in paid time off or cash or any combination thereof for all unused accrued overtime hours.
  - (d) At the time of their separation from the Department for any reason, e.g., death, transfer, resignation, retirement, or termination, employees in this Unit shall be paid promptly for all unused accumulated overtime hours at the hourly rate of their then-current salary.
- In cases of separation due to death, the payment shall be paid to the heirs.
- (e) Management should not unreasonably withhold permission in granting requests for the use of accumulated overtime, and should deny or modify such requests only, when undue hardship to the Department can be shown.

### **9.7 – Cash-Out**

At the employee's option, once per year, in the month of July, an employee may cash out their accumulated overtime hours, if their balance exceeds 80 hours. Employees will be able to cash out their hours, until they have 80 hours remaining, for up to 40 hours maximum per year.

## **ARTICLE 10**

### **ABSENCE WITH PAY**

The rules pertaining to absences with pay are set forth in Section 5.7(b) of the Working

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

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

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

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

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

### **Requests With Less Than Three Days' Notice**

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

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

An employee shall be paid for up to forty (40) hours of unused time off under the provisions of this Article. Employees shall be paid at their current rate for any unused personal time remaining at the end of the last payroll period prior to the end of each calendar year. Payment for such unused time shall be made in an expeditious manner.

### **School and Childcare Activities**

#### **School Activity Leave**

"Family School Partnership Act" allows an employee to take off up to 40 hours annually to participate in child-related activities for their own child. An employee who is a parent, guardian, step-parent, foster parent, grandparent of, or a person who stands *in loco parentis* to a child of the age to attend kindergarten through grade 12 or a licensed child care provider, is eligible for leave.

Employees are required to use vacation, compensatory time off, or time off without pay for this leave. Child-related activities include the following:

- Finding, enrolling, or re-enrolling their child in a school or with a licensed child care provider, or participation in activities of the school or licensed child care provider. Not more than eight (8) hours in any given month may be used under these circumstances.
- To address a school or child care provider emergency, if the employee gives notice. A school or child care provider emergency includes the following:
  - (1) The school or child care provider has requested that the child be picked up due to an attendance policy that prohibits the child from attending, excluding planned holidays.
  - (2) Behavioral problems.
  - (3) Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
  - (4) A natural disaster.

An employee is required to provide their supervisors reasonable advance notice of anticipated absences for child-related activities. If both parents work for the same supervisor, the parent who gives notice first is the one entitled to the leave, unless the supervisor approves time off for both parents.

Supervisors may request that the employee provide documentation from the school or licensed child care provider verifying participation in activities on a particular date and time. The school or licensed child care provider determines the appropriate and reasonable form of the written verification.

## **ARTICLE 11**

### **REST PERIODS**

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

## **ARTICLE 12**

### **HOLIDAYS**

#### **12.1 — Declared Holidays**

The following days, together with such additional days as are designated by special action of the Board, are hereby declared to be holidays:

1.	New Year's Day	January 1 <sup>st</sup>
2.	Martin Luther King, Jr.'s Birthday	3rd Monday in January
3.	Presidents' Day	3rd Monday in February
4.	Cesar Chavez Day	Last Monday in March
5.	Memorial Day	Last Monday in May
6.	Juneteenth	June 19 <sup>th</sup>
7.	Independence Day	July 4 <sup>th</sup>
8.	Labor Day	1st Monday in September
9.	Indigenous People's Day	2nd Monday in October
10.	Veterans Day	November 11 <sup>th</sup>
11.	Thanksgiving Day	4th Thursday in November
12.	Day after Thanksgiving Day	4th Friday in November
13.	Christmas Day	December 25th
14.	Two unspecified holidays may be observed on any scheduled workday within the calendar year, provided that request for said holidays is approved by the employee's supervisor, subject to the operating needs of the Department. Management Bulletin No. 620 dated August 12, 1974, as amended, is automatically incorporated herein and made a part of this MOU.	

#### **12.2 — Work on Holiday**

When a holiday falls on a normal workday, the calendar holiday is, for timekeeping and pay purposes, the holiday. When a holiday falls on one of an employee's normal days off, the next normal workday following the calendar holiday is, for timekeeping and pay purposes, the holiday equivalent for said employee. Employees who are required to work on a holiday shall have the option of receiving the holiday pay in cash or banking the time for later use as compensated time off. The maximum amount of time that may be "banked" under this provision shall be 40 hours. Time off under this provision shall be with the approval of the immediate supervisor and shall not be denied for any reason other than operating needs. Employees that are not required to work on a holiday or holiday equivalent shall receive the day off with pay.

##### **12.2(a)**

At the time of their separation from the Department for any reason, e.g. death, transfer, resignation, retirement, or termination, employees in this Unit shall be



paid promptly for all unused accumulated banked holidays at the hourly rate of their then-current salary.

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

### **12.3 — Vacations**

#### **12.3(a)**

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

#### **12.3(b)**

Additionally, Management and the Union agree that the following chart accurately reflects the vacation entitlement and accrual rates:

<b>Years of Service Completed</b>	<b>Total Number of Vacation Days Effective 7/1/97</b>	<b>On Yearly Anniversary Includes Monthly Accrual and Lump Sum</b>	<b>Monthly Accrual Rate in Hours/Minutes Effective 7/1/97</b>	<b>Total Annual Vacation Hours</b>	<b>Maximum Vacation Hours</b>
1		88		88	264
1 to 4	11		7.20	88	264
5		55.2 (7.2 + 48)			
5 to 12	17		11.20	136	408
13	18	19.2 (11.2 + 8)	11.20	144	432
14	19	27.2 (11.2 + 16)	11.20	152	456
15	20	35.2 (11.2 + 24)	11.20	160	480
16	21	43.2 (11.2 + 32)	11.20	168	504
17		51.2 (11.2 + 40)			
17	22		14.40	176	528
18	23	22.4 (14.4 + 8)	14.40	184	552
19		29.2 (14.4 + 14.4)		192	576
19 to 24	24		16.00	192	576
25		24 (16 + 8)			
25+	25		16.40	200	600

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

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

## ARTICLE 13

### **INCLEMENT WEATHER/SAFETY**

#### **13.1 — Inclement Weather**

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

#### **13.2 — Safety**

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

- a. Correct or eliminate the hazardous condition if doing so is within the authority and capability of the supervisor; or
- b. Safeguard the hazardous condition in such a manner as to preclude personal injury and/or property damage, and promptly report the nature and location of the condition to the next level of supervision.
- c. If elimination of the hazardous condition is not within the capability of the second level of supervision to correct, she or he shall promptly report such condition to the next designated level of supervision, which will notify the Office of Corporate Safety of such condition.

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

#### **13.2(a) Joint Safety Committee**

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

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

It shall be the responsibility of the Department to administer the Safety Program and to make every reasonable effort that all Safety Working Rules are carried out by all employees. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner.

### **13.3 — Training**

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

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

## **ARTICLE 14**

### **HEALTH PLAN**

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

- a. DWP United Healthcare HMO
- b. DWP United Healthcare PPO
- c. DWP Kaiser Medical Plan. Said sum will be applied and limited by the employee's election, if any, to coverage under one of the health insurance programs listed in (a) through (c) above. In the event an eligible employee elects to cover his/her eligible dependents as provided for in these programs, any unused portion of said sum will be applied toward such dependent coverage under the same plan.
- d. Any other Department-sponsored healthcare plan adopted by the LADWP Board of Administration

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

**Effective July 1st of each contract year:**

For each eligible employee in the Unit, the Department will contribute an amount calculated by increasing or decreasing the monthly subsidy by an amount not to exceed

the dollar value of the Kaiser Family Plan rate increases or rate decreases during the contract year.

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

#### **14.1 - Union Optical Program**

The Department will forward to the Union bi-weekly for each employee in the Unit on paid status, three dollars and twenty-five cents (\$3.25) plus the following additional amounts:

October 1, 2022 + \$0.06 (total \$3.31)

October 1, 2023 + \$0.15 (total \$3.46)

October 1, 2024 + \$0.12 (total \$3.58)

This amount shall be allocated to Union's optical program. If during the term of this MOU the rates increase above the stated amount for the same level of benefit the parties shall meet to discuss the Department's contribution.

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

#### **14.2 - Retiree Healthcare**

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Board of Water and Power Commissioners to approve Two-Party coverage and provide each unit employee enrolled in the Water and Power Employees' Retirement Plan Tier 2 two-party healthcare subsidy with LADWP Qualifying Service and provide for Kaiser coverage outside Southern California.

#### **14.3 - Dental Allowance**

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

If during the term of this MOU, the rates for the current level of benefits are increased or decreased by Delta Dental, the Department's contribution will be adjusted to equal Delta's

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

rates for each category.

The Department agrees to fund the cost of coverage for any group type dental plan provided by the Union, up to the Delta Dental Plan rates for each category. However, if the Union's dental plan for the current level of benefits has premium rates that are lower than the Delta Dental Plan rates for a specific category, the Department will contribute an amount equal to those lower rates.

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

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

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

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

## **ARTICLE 15**

### **EXPENSES**

#### **15.1 — Mileage Allowance and Vehicle Per Diem**

##### **15.1(a)      Mileage**

When an employee uses his/her personal automobile to conduct Department business as authorized by the General Manager, he/she shall be paid compensation for such use during each calendar month in accordance with the following schedule:

1. All miles driven on Department business
2. Necessary parking fees or charges. (Note: Parking tickets are not reimbursed)

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

Appropriate changes, if required, will become effective in the payroll period

following January 1, and July 1, of each year.

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

### **15.1(b)**      Vehicle Per Diem

When an employee is required to have his/her personal automobile available for use to conduct Department business, he/she shall be paid compensation for such availability or each use during each calendar month as authorized by the General Manager. The parties agree that the vehicle per diem shall be calculated based on 80 percent of the "Ownership Costs – Equivalent per day" as published by the American Automobile Association (AAA) in the pamphlet entitled "Your Driving Costs in Southern California." If AAA ceases to publish the "Your Driving Costs in Southern California" pamphlet for a particular calendar year, the information published in the AAA pamphlet entitled, "Your Driving Costs" shall be utilized to calculate the per diem. Should this occur, the per diem shall be calculated based on 85 percent of the "Ownership Costs – cost per day" for a medium sedan.

The vehicle per diem shall be adjusted with each subsequent publication of the AAA pamphlet and will be applied in the following instances:

1. For each day during which the automobile is required to be available and is available but not actually driven on Department business.
2. For each day driven on Department business.
3. All miles driven on Department business (see provision below); and
4. Necessary parking fees or charges exclusive of LADWP facilities.

The Department will provide vehicles for the necessary use of the employee, to drive when fulfilling their patrol duties and/or conducting Department business. Effective the pay period following the adoption of the MOU, the Department will waive the 1,000 mile requirement to provide a vehicle per diem, on a case-by-case basis, to the employee, only if the Department is unable to provide the employee with a Department vehicle and if approved by the Director of Security Services or their designee. Employees covered by this MOU shall use vehicles assigned to them from within the vehicle fleet assigned to the Security Services Division. Only Security Services management, or their designee, can approve the use of a vehicle assigned from outside the Security Services Division.

## **15.2 — Overtime Meal Allowances**

### **15.2(a)**

When the Department requires an annual-rated employee to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in 15.2(c).

**15.2(b)**

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

**15.2(c)**

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

**15.2(d)**

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

**15.2(e)**

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

**15.2(f)**

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

**15.2(g)**

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

**15.2(h)**

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

**15.3 – Meals Away from Home**

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



determined and modified.

Effective July 1st of each subsequent contract year:

The Meals Away from Home rate 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).

## **ARTICLE 16**

### **PERSONNEL FILE**

An employee shall be entitled to review the contents of his/her personnel file at reasonable intervals. Such review shall only be permitted upon request, during hours when his/her personnel office is regularly open for business and shall not interfere with the normal business of said office. No material which may be the basis for future disciplinary actions shall be placed in an employee's personnel file until the employee has had an opportunity to discuss with or be counseled by his/her supervisor concerning such material. An employee shall be supplied with a copy of said material. In the event the employee objects to the inclusion of such material in his/her file, he/she may file a grievance with regard to the placement of such material in his/her personnel file. A Notice to Correct Deficiencies (NTCD) will not automatically disqualify an employee's transfer, reassignment or promotion.

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

## **ARTICLE 17**

### **EMPLOYEE RELATIONS INFORMATION**

#### **17.1 — Employee List**

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

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

#### **17.2 — Employee Information**

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

1. Provide each employee in the Unit with a copy of this MOU, and provide each new employee with a copy at the time of hire.
2. Provide each employee with general information concerning the benefits set forth in the Water and Power Retirement, Disability and Death Benefit Plan.
3. Provide each employee with written notice, at least 30 days in advance of their eligibility date for participation in the several plans as they occur.
4. Provide information in electronic format and hard copy when requested by the employee, in a timely manner.

## **ARTICLE 18**

### **OBLIGATION TO SUPPORT**

The Parties agree that prior to the implementation of the MOU and during the period of time it is being considered by the Board, neither the employee organization nor the Department, nor any of their authorized representatives, shall appear before said Board, the Mayor, the City Council, or individual members of said Board or Council to advocate any addition to or deletion from the terms and conditions of this MOU. However, this Article shall not preclude the Parties from appearing before the Board, the Mayor or any other elected official to advocate or urge the adoption and approval of this MOU.

## **ARTICLE 19**

### **SAVINGS CLAUSE**

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

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

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

## **ARTICLE 20**

### **MAINTENANCE OF EXISTING CONDITIONS**

1. All present written rules including the Working Rules, and all present established practices and Management and employee rights, privileges and benefits shall remain in full force and effect unless specifically altered by the provisions of this MOU.
2. The Parties hereby agree to be bound by the provisions of the Water and Power Employees' Retirement, Disability and Death Benefit Plan.

## **ARTICLE 21**

### **JOINT LABOR-MANAGEMENT SECURITY COMMITTEE**

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

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

## **ARTICLE 22**

### **SALARIES**

#### **22.1 — Salaries/Appendices**

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

- Effective October 1, 2022, salary ranges shall be increased by five and one-half percent (5.5%). (Pensionable)
- Salary Adjustment: Effective the first full pay period after October 1, 2022, a salary adjustment of three percent (3%) will be added to the base wage for the class of Security Officer, Class Code 3181. (Pensionable)

- Effective October 1, 2023, salary ranges shall be increased by three and four-tenths percent (3.4%). (Pensionable)
- Effective October 1, 2024, 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 of the prior year to August of the current year for United States City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to two and one-half percent (2.5%), the salary ranges shall be increased by two and one-half percent (2.5%), and if the CPI increases by five and one-half percent (5.5%) or more, the salary ranges shall be increased by five and one-half percent (5.5%). (Pensionable)
- Effective October 1, 2025, 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 of the prior year to August of the current year for United States City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to two and one-half percent (2.5%), the salary ranges shall be increased by two and one-half percent (2.5%), and if the CPI increases by five and one-half percent (5.5%) or more, the salary ranges shall be increased by five and one-half percent (5.5%). (Pensionable)
- The Parties agree to jointly recommend that the Board of Water and Power Commissioners forward the salary ranges as established Appendices A-1 through A-5 to the City Council with a recommendation for approval.
- Effective the pay period following the adoption of this MOU, Security Officer "C," DDR No. 95-31811 shall be deleted and new hires will be hired at the "B" level.

## **22.2 — Shift Differential**

Each Unit member, on any Duties Description Record (DDR), assigned to the AM shift (currently 11:00 P.M. to 7:00 A.M., but subject to be reconciled should hours of shifts change during the term of this MOU), shall receive three (3) premium levels (approximately eight and one quarter percent (8.25%)) above their base salary for each shift so worked. (Those employees assigned to such a shift as an overtime assignment will not receive this premium.)

Each Unit member, on any Duties Description Record (DDR), assigned to the PM shift (currently 3:00 P.M. to 11:00 P.M., but subject to be reconciled should hours of shifts change during the term of this MOU) shall receive two (2) premium levels (approximately five and one-half percent (5.5%)) above their base salary for each shift so worked. (Those employees assigned to such a shift as an overtime assignment will not receive this premium.)

## **ARTICLE 23**

### **WORK CLOTHING AND EQUIPMENT**

#### **23(a) — Uniforms**

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

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

The Department shall provide the uniforms to the employees on their shift. Once a year, and to the extent when possible, management shall change the employee's shift to accommodate any need for the employee to alter or change their uniform(s).

#### **23(b) — Clothing and Equipment**

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

##### **23(b)(1): Body Armor**

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

##### **23(b)(2): Patches**

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

##### **23(b)(3): Fire Retardant Overalls and Helmets**

Fire retardant overalls and helmets will be issues to Unit members occupying the Flight Observer special assignment positions.

#### **23(c) — Uniform/Shoe Allowance**

Security Officers shall receive a combined uniform/shoe allowance of one hundred and fifty dollars (\$150.00) per month. This allowance shall be deemed a reimbursable expense and shall not be taxed as a lump sum; therefore, this allowance shall be paid on a pro-rata monthly basis.

### **23(d) — Grooming and Uniform Standards and Specifications**

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

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

## **ARTICLE 24**

### **WORKSHIFTS/MEAL PERIODS**

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

## **ARTICLE 25**

### **WAIVERS, MODIFICATIONS OR AMENDMENTS**

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

- a) No alteration, waiver, modification or amendment of any article, term, or provision of this MOU, which requires approval of the Board, shall in any manner be binding upon the Union jointly recommended in writing to, and approved by, the Board.
- b) The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all of the articles, terms, and provisions contained herein.

## **ARTICLE 26**

### **SUPPLEMENTAL BENEFITS**

#### **26.1 — Sick Benefits**

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

- a) Disability benefits for a temporary disability of ten (10) workdays or less shall be calculated at the gross salary base rate and the appropriate Federal and State taxes withheld and paid to the Internal Revenue Service and the State Franchise Tax Board.
- b) Disability benefits for a temporary disability which exceeds ten (10) workdays shall be calculated at the level of benefits to which the member is entitled (i.e., 85%, 60%, etc.) by reason of the length of service and at the gross salary base rate. For disability benefit purposes, the definition of "net salary" shall be deleted.
- c) In addition to the benefits provided in Section V D(3) of the Plan, pay for unused sick time shall be made under the following circumstances:

At the end of the last payroll period prior to January 1 of each calendar year, employees shall be paid at the 100% rate for any portion of such entitlement, which they cannot carry forward into the current calendar year (i.e., any hours in excess of 80).

- d) Additionally, partial days sick shall be deducted from the annual forty-hour entitlement provided in Section V D(3) of the Plan but shall not alter the present practices for determining an employee's eligibility for other sick or disability benefits.
- e) The payments described in paragraphs (a), (c), and (d) herein shall be administered by the Department rather than by the Board of Administration.
- f) In order to receive paid temporary disability benefits as described in paragraph (a), all Unit members shall be required to submit medical certification (e.g. doctor's note) for absence due to illness or injury of three (3) or more consecutive workdays.

#### **26.2 — Use of Sick Time for Family Illness**

Each employee shall be permitted to use, in any calendar year, up to forty (40) hours of his or her available annually accrued forty (40) hour sick time bank (provided in accordance with Article 27.1 above and Section V D(1)(b)(ii) of the Water and Power Employees' Retirement Plan) to attend to the illness of a family member.

“Family member” as used in this subsection is defined as any relation by blood, marriage, or adoption who is a member of the employee’s household (under the same roof); and any biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (regardless of age or dependency status), biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, substitute parent, parent-in-law, spouse, registered domestic partner, sibling, grandchild, or grandparent of the employee, regardless of residence, or a designated person.

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

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

All conditions and restrictions, such as medical certification, placed upon employees relative to their use of sick leave shall also apply to the use of sick leave for the purpose of attending to the illness of his or her child, parent, spouse, domestic partner in accordance with Section 100-10 of the LADWP Administrative Manual.

Sick time used for family illness shall not count as “an incident” under the attendance improvement program (AIP).

**26.3 — Disability and Death Benefit Contributions**

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

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

**26.4 — Family Death Benefits**

The Family Death Benefits are in accordance with Section VI of the Water and Power Employees’ Death Benefit Plan. A higher amount shall also be available to any member who enrolls for such benefit, provided said member contribution of \$2.25 per pay period for as long as the member desires such coverage. Additionally, the benefit shall not be effective until the member has made contributions for thirty-nine (39) continuous payroll periods after enrollment or re-enrollment for this coverage.

The family death benefit allowance means \$416 payable monthly, provided however, upon the death of a contributing member who is a “Half-Time Civil Service Employee” as described in Section IV C (1)(a)(vi) or Section VII E (2), as applicable, “family death benefit



allowance" means \$208 payable monthly; and provided further however, upon the death of a retired member who was such a "Half-Time Civil Service Employee" at the time of retirement, "family death benefit allowance" means \$208. A "family death benefit allowance" paid to any person or family on or after October 1, 2022 will increase to \$937.00 payable monthly and \$468.50 for Half-Time Civil Service employees.

The maximum monthly amount payable under this subdivision on account of the death of one member or retired member shall not exceed \$1,170; provided however that if a contributing member was a "Half-Time Civil Service Employee" as described in Section IV C (1)(a)(vi) or Section VII E (2), as applicable at the time of death or a retired member was such a Half-Time Civil Service Employee at the time of retirement, the maximum amount payable under this subdivision shall not exceed \$585. If the sum of the family death benefit allowances payable under this subdivision exceeds such maximum, then each allowance shall be proportionately reduced for each month for which such excess would otherwise occur. For a "family death benefit allowance" paid on or after October 1, 2022, the maximum monthly amount payable shall increase to a maximum of \$2,187.00 on account of the death of one member or retired member, or to a maximum of \$1,093.50 on account of the death of a Half-Time Civil Service Employee.

## **ARTICLE 27**

### **WORK SCHEDULES**

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven 24-hour periods) which can begin and end on any day of the week and at any time of the day. An employee's designated workweek may be changed only if the change is intended to be permanent and not designed to avoid overtime requirements of the FLSA. Management may assign employees to work a five/forty, four/ten, nine/eighty, or other modified work schedule. Management shall have the right to refuse an employee's request to work four/ten, nine/eighty, or other modified work schedule, and to require the reversion to a five/forty work schedule, providing that the exercise of such right is not unduly arbitrary or capricious, or unlawfully discriminatory. Subject to Article 19, the Parties further agree that management may require employees to change their work schedules (i.e., working hours or days off except the split day) within the same FLSA workweek.

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

#### **27.1 — Bid Plans**

The existing bid plans, last revised on May 1, 2010 for both for Security Officers and Lead Security Officers, provides for the annual bidding of positions. Specific details as to the process and execution of the bid plans shall continue to be addressed through the Bid

Committee, which is a sub-committee of the Joint Labor-Management Security Committee.

### **27.2 — Daylight Saving Time**

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

- (1) With the beginning of Daylight Saving Time, all clocks, at 2:00 A.M. shall be set ahead one hour to 3:00 A.M. Employees at work on a regularly scheduled basis when the clock is changed, shall have their time reported as a normal eight-hour shift. Shift differentials, if applicable, shall be paid as provided.
- (2) With the ending of Daylight Saving Time, all clocks, at 2:00 A.M. shall be set back one hour to 1:00 A.M. Employees at work on a regularly scheduled basis when the clock is changed, shall work an actual nine-hour shift. Their time shall be reported as a normal eight-hour shift plus one hour of overtime and the overtime premium shall be as provided. Shift differentials, if applicable, shall be as provided.
- (3) Beginning and ending clock times of regularly assigned work schedules shall not be affected by clock change.
- (4) Time for employees working prior to or beyond their regularly assigned work schedule shall be reported as overtime as provided.
- (5) Actual hours of overtime worked shall be reported for employees who are working overtime when the clock is changed or immediately thereafter and the overtime premium shall be as provided.

### **27.3 — Normal Shift and Calendar Day**

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

## **ARTICLE 28**

### **EMPLOYEE RETIREMENT PLAN**

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

### **28.1 — Enhancement of Employees' Retirement Plan Pension Formula Rate**

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

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

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

### **28.2 — Retirement Formula Pension Cap**

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

Members may view the provisions of the Plan at <https://retirement.ladwp.com>. If there are any questions, members may contact the Retirement Office at (213) 367-1712.

### **28.3 — Spouse/Domestic Partner Optional Death Benefit Allowance**

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

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

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

### **28.5 — Deferred Retirement Option Program**

The Parties agree to establish a Deferred Retirement Option Program (DROP) generally consistent with the principles and structure of the existing program for Fire and Police personnel. At minimum, the proposed DROP will contain the following features: cost neutrality; eligibility for all members of the Retirement Plan who qualify for an unreduced retirement formula; five-year eligibility window; and re-evaluation after three (3) years.

## **28.6 — “Me Too” Regarding Department Contribution for Tier 2 Members**

During the term of this MOU, if another LADWP bargaining unit receives a Department contribution towards Tier 2 members, then the same Department contribution shall apply to Tier 2 members for SEIU-represented employees.

## **ARTICLE 29**

### **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 30**

### **CONTRACT SECURITY**

The Parties, Local 721 and Management, agree that the Department shall use its best efforts to maintain the level of contract security to no more than 25% of the budgeted positions (Class Code 3181) in the Annual Personnel Resolution (APR) for the duration of the term of this MOU.

The Department shall provide to the Union a monthly report of all contract employees at occupied posts including every shift worked by proprietary employees and every shift worked by contract employees.

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

## **ARTICLE 31**

### **NON BIDDED REMOTE LOCATIONS**

- (1) A remote location assignment for Lead Security Officers (LSO) shall be defined as a Non Bidded assignment fifty (50) miles or more from John Ferraro Building (JFB).
- (2) A remote location assignment for Security Officers (SO) shall be defined as a Non Bidded assignment fifty (50) miles or more from their reporting work location.
- (3) The Department shall pay for meals and/or lodging when an LSO/SO works in a

remote location where it prevents his/her daily return.

- (4) LSO/SO who works at a remote location shall receive travel time, mileage, and/or subsistence for temporary periods of time under unusual or special circumstances. Such expenses shall be paid commencing with the time the employee leaves the work location or JFB and ends the time he or she returns to his or her home or the JFB, as appropriate. Additionally, Security Services shall to the extent possible, provide a LADWP vehicle for transport to the remote location.
- (5) Should a remote location assignment become a BID, and the holder of the BID takes a day off, an LSO/SO covering that post shall be entitled to travel time, mileage, and/or subsistence if the required fifty (50) miles distance is met.

## **ARTICLE 32**

### **NEW EMPLOYEE ORIENTATION**

The Department shall provide the SEIU 721 written notice to the Worksite Organizer (WSO) and to [membership@seiu721.org](mailto:membership@seiu721.org) of new employee orientations in the Security Services Division, no matter how few participants, and whether in person or online, at least ten (10) business days prior to the event.

Representatives of Union shall be permitted to make a presentation of up to forty-five (45) minutes, and present written materials, during a portion of the orientation for which attendance by the new hires is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for member leaders to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion.

The Department shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

## **ARTICLE 33**

### **PAID PARENTAL LEAVE**

Paid Parental Leave (PPL) is a benefit that will allow LADWP employees to take paid leave due to childbirth and/or placement of a child. The PPL Program is anticipated to positively affect various aspects of LADWP, including but not limited to, promoting gender equality, reducing turnover, improving retention, furthering recruitment, and enhancing overall well-being. The PPL Program is a supplement, not an extension, to the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and California

## Pregnancy Disability Leave (PDL) benefits.

1. Implementation: The LADWP will implement the PPL Program effective January 1, 2021.
2. Program Description: The PPL Program provides LADWP employees, birthing and non-birthing parents, with up to six (6) weeks (not to exceed 240 hours) of 100% paid time off within the first year of a child's birth or in-home placement. Additionally, the birthing employee can take PPL on or after the child's delivery or placement. Use of PPL is not an extension to FMLA/CFRA/PDL benefits, it provides a bank of time that can be used by employees for pregnancy disability and/or bonding. The term "pregnancy disability" is not in reference to the LADWP Disability Plan.
3. Employee Eligibility: PPL is available to LADWP employees upon their first day of employment with LADWP. Employees on probation that utilize PPL will be extended pursuant to Civil Service Rules, including Civil Service Rule 5.26. Employees that utilize PPL and occupy a position as part of a Civil Service Rule 5.30 training program will be extended based on the prevailing extension procedure of the 5.30 training program. A transfer from another City department that has utilized time from the City of Los Angeles Paid Parental Time Program will be allowed to take PPL on a pro-rated basis.
4. Qualifying Events: Multiple qualifying events within a rolling twelve (12) month period shall only be entitled to a maximum of six (6) weeks (not to exceed 240 hours) for the qualifying events. PPL shall be available to employees who have experienced one (1) of the following qualifying events and provide verification:
  - Birth of a child
  - Disability due to pregnancy
  - Placement of a child for adoption
  - Long-term placement of a child for foster care
  - Placement of a child for legal guardianship
5. PPL Usage: PPL may be used at the employee's discretion without regard to any other available compensatory time off balances (i.e., sick leave, personal business, vacation, floating holidays, accumulated overtime, etc.). PPL is not utilized in conjunction with LADWP Disability. Additionally, PPL may be used on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPL within one (1) year of the child's birth or in-home placement. PPL will be administered in the same manner as all other compensatory time off balances. PPL does not accrue, carry over, or pay out upon retirement or separation from LADWP service. PPL runs concurrently with FMLA/CFRA/PDL for employees who qualify for FMLA/CFRA/PDL.
6. Recording of PPL: PPL usage will be coded as regular hours worked with the Time Code (RG) and status code (PPLVE) accompanied with the appropriate work order

(TED51 Water System; AYB11 Power System; Joint System shall use the applicable Water or Power System work order, depending on the work assignment). The Recording of PPL described under this paragraph may change after LADWP implements the Workday Enterprise Resource Planning software project.

7. Retroactive Process: The PPL Program is retroactive to January 1, 2021. Employees who took time off for birth or placement of a child while at LADWP from January 1, 2021 through the start date of the implementation of the LADWP PPL Program (September 26, 2023) will be able to select from one of the following options (Cash Payment, PPL Bank of Time or Time Bank Restoration):

- a. Cash Payment: If this option is selected, the employee will receive the cash equivalent for the number of hours utilized (e.g. vacation, B Time, accumulated overtime, No Shift No Pay) for time off due to the birth or placement of a child. The hourly rate will be based on the employee's regular rate of pay as of October 1, 2023. The cash payment is based on the number of hours the employee utilized and will require verification. For example, if an employee took seventy (70) hours of vacation for the birth of a child, the employee will receive the cash equivalent of seventy (70) hours.

Exception: For employees that utilized No Shift/No Pay and elect to be compensated under this option, Time Roll Correction Authorities will be processed. An employee that elects to be compensated under this option will be billed for contributions to the Water and Power Employees' Retirement Plan (WPERP) to receive service credit and must acknowledge that they are relinquishing their right to purchase time under the WPERP. If a purchase for WPERP time has already been made, whether completed or in progress, the option to elect to be paid will not be available to the employee.

- b. PPL Bank of Time: If this option is selected, the employee will receive a PPL bank of time that can be utilize for future use equivalent to the number of hours utilized (e.g. vacation, B Time, accumulated overtime, No Shift No Pay) for time off due to the birth or placement of a child. The PPL bank of time is based on the number of hours the employee utilized and will require verification. For example, if an employee took seventy (70) hours of vacation for the birth of a child, the employee will receive seventy (70) hours of PPL time for future use.
- c. Time Bank Restoration: If this option is selected, the employee will agree to a Time Roll Correction Authority to have their time bank(s) restored (e.g. vacation, B Time, accumulated overtime, No Shift No Pay) for time off due to the birth or placement of a child. The time bank restoration is based on the number of hours the employee utilized and will require verification. For example, if an employee took seventy (70) hours of vacation for the birth of a child, the employee will have (70) hours of vacation restored to their vacation time bank. Note: In the event an employee exceeds their VA

balance as a result of this retroactive process provision, the employee will not lose out on their VA accrual and will be cashed out for hours in excess of their VA accrual. The hourly rate under this option will be based on the employee's regular rate of pay as of the date of the time bank deduction.

Exception: For employees that utilized No Shift/No Pay and elect to be compensated under this option, Time Roll Correction Authorities will be processed. An employee that elects to be compensated under this option will be billed for contributions to the Water and Power Employees' Retirement Plan (WPERP) to receive service credit and must acknowledge that they are relinquishing their right to purchase time under the WPERP. If a purchase for WPERP time has already been made, whether completed or in progress, the option to elect to be paid will not be available to the employee.

8. Stillbirths/Miscarriages: In recognition of the physical and emotional impact of stillbirths and miscarriages, employees may utilize PPL as described in items 1 through 7 above. Medical certification is required.

## **ARTICLE 34**

### **BEREAVEMENT LEAVE POLICY**

Bereavement Leave (BL) is a benefit that will allow LADWP employees to take paid time off due to the death of an immediate family member. BL will consist of a maximum of five (5) working days for each occurrence of death in the employee's immediate family.

1. Implementation: The LADWP will implement the BL Policy effective January 1, 2023.
2. Program Description: The BL Policy provides LADWP employees with a maximum of five (5) working days for each occurrence of death in the employee's immediate family. The first three (3) days of the BL granted shall be with full pay and the remaining two (2) days shall be unpaid. However, an employee may substitute any compensatory time, such as vacation, floating holidays, personal business time, or accumulated overtime earned, for the unpaid BL days.
3. Employee Eligibility: BL is available to LADWP employees upon their first day of employment with LADWP. Employees on probation that utilize BL will be extended pursuant to Civil Service Rules, including 5.26. Employees that utilize BL and occupy a position as part of a Civil Service Rule 5.30 training program will be extended based on the prevailing extension procedure of the 5.30 training program. A transfer from another City department that has utilized BL from the City of Los Angeles will be allowed to take BL on a pro-rated basis.
4. Qualifying Events: BL may be used upon the death of an immediate family member. "Immediate family" shall be defined as indicated in the City of Los Angeles Administrative Code, Sections 4.127(a) and 4.127.1 (a), as applicable,



with the addition of great-grandparents. For this policy, simultaneous, multiple family deaths will be considered as one occurrence.

5. BL Usage: BL may be used at the employee's discretion, upon the approval of their immediate supervisor and/or manager. BL shall include the time needed to handle the funeral arrangements, attend funeral services, and mourn the loss of the employee's immediate family member. BL may be taken during a period of up to 370 calendar days after the occurrence. BL days not used 370 calendar days from the date of said death shall be deemed waived and lost. BL does not accrue, carry over, or pay out upon retirement or separation from LADWP service.

BL granted under this policy may be taken as a full day off duty or in hourly increments. BL taken as a full day off duty shall be recorded as the number of hours the employee was regularly scheduled to work and be equal to one (1) day of the five (5) day allotment for BL. Fulltime employees who take BL in hourly increments shall be allowed to take a maximum of twenty-four (24) hours of BL in-lieu of the first three (3) days granted under this policy. The remaining two (2) days of BL must be taken as a full day off duty. Management shall not unreasonably withhold permission in granting requests for the use of BL. Management should deny or modify such requests only when undue hardship to LADWP can be shown.

6. Recording of BL: BL usage will be coded as regular hours worked with the Time Code "RG" and status code "BELVE". The recording of BL described under this paragraph may change after LADWP implements the Workday Enterprise Resource Planning software project.
7. Retroactive Process: An employee who has taken BL between January 1, 2023 and the implementation of the BL by LADWP (February 7, 2024) may submit a death certificate or other satisfactory proof of death and the dates that they previously took for bereavement. The Division shall submit Time Roll Correction Authorities to correct the employee's time to BELVE for the first three (3) days of BL that was taken.

## **ARTICLE 35**

### **TERM**

This MOU is effective October 1, 2022, notwithstanding any separate provision(s) specifying a particular compliance date applicable thereto and shall continue until September 30, 2026.

Negotiations upon proposed amendments or changes of the terms of this MOU, as set forth in the notice of desire to amend, shall begin no later than ninety (90) days prior to the expiration date or expiration date of any subsequent yearly period. The Parties

acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Agreement. Service Employees International Union, Local 721, therefore, without qualification, waives the right and the Department shall not be obligated to meet-and-confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU, except as otherwise permitted by law.

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

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

### **SCOPE OF IMPLEMENTATION**

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

1. SEIU, Local 721 has notified the Board that the MOU was ratified in its entirety by the Union's bargaining unit membership, as evidenced by SEIU, Local 721's authorized representative affixing his or her signature hereto; and
2. The Board has by adoption of an appropriate Resolution notified SEIU, Local 721 that the MOU is approved, as to items within the Board's authority, by the Department, as evidenced by the General Manager affixing his signature hereto, and;
3. The City Council has taken appropriate action approving and setting the salaries agreed to herein and, because this MOU exceeds three years in duration, has also approved the items that had been approved by the Board.

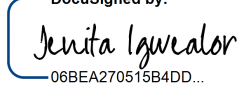
The effective date of this MOU is the date on which the last event in time occurs.

## **Corrections**

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

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

Service Employees International Union  
Local 721  
Authorized Representative

DocuSigned by:  
  
06BEA270515B4DD...

\_\_\_\_\_  
Regional Director, LA/OC

City of Los Angeles  
Representative

\_\_\_\_\_  
Janisse Quiñones  
Chief Executive Officer and Chief  
Engineer  
Los Angeles Department of  
Water and Power

**APPENDIX A-1**  
**SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2022**

**COLA 5%**

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer A	Hourly	31.25	32.99	34.83	36.77	38.82
	93-31002	Biweekly	2,500.00	2,639.20	2,786.40	2,941.60	3,105.60
	Salary Range 3125	Monthly	5,437.50	5,740.26	6,060.42	6,397.98	6,754.68

3181 Security  
Officer "A"

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

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

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer B	Hourly	29.62	31.27	33.01	34.85	36.79
	91-31001/93-31001	Biweekly	2,369.60	2,501.60	2,640.80	2,788.00	2,943.20
	Salary Range 2962	Monthly	5,153.88	5,440.98	5,743.74	6,063.90	6,401.46

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer C	Hourly	25.18	26.58	28.06	29.62	31.27
	95-31811	Biweekly	2,014.40	2,126.40	2,244.80	2,369.60	2,501.60
	Salary Range 2518	Monthly	4,381.32	4,624.92	4,882.44	5,153.88	5,440.98

**APPENDIX A-2**  
**SECURITY UNIT SALARIES EFFECTIVE OCTOBER 10, 2022**

**SALARY ADJUSTMENT 3%**

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer A	Hourly	32.20	34.00	35.90	37.90	40.01
	93-31002	Biweekly	2,576.00	2,720.00	2,872.00	3,032.00	3,200.80
	Salary Range 3220	Monthly	5,602.80	5,916.00	6,246.60	6,594.60	6,961.74

3181 Security  
Officer "A"

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

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

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer B	Hourly	30.50	32.20	34.00	35.90	37.90
	91-31001/93-31001	Biweekly	2,440.00	2,576.00	2,720.00	2,872.00	3,032.00
	Salary Range 3050	Monthly	5,307.00	5,602.80	5,916.00	6,246.60	6,594.60

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer C	Hourly	25.92	27.37	28.90	30.51	32.21
	95-31811	Biweekly	2,073.60	2,189.60	2,312.00	2,440.80	2,576.8
	Salary Range 2592	Monthly	4,510.08	4,762.38	5,028.60	5,308.74	5,604.54

**APPENDIX A-3**  
**SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2023**

**COLA 3.4%**

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer A	Hourly	33.30	35.16	37.12	39.19	41.38
	93-31002	Biweekly	2,664.00	2,812.80	2,969.60	3,135.20	3,310.40
	Salary Range 3330	Monthly	5,794.20	6,117.84	6,458.88	6,819.06	7,200.12

3181 Security  
Officer "A"

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

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

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer B	Hourly	31.54	33.30	35.16	37.12	39.19
	91-31001/93-31001	Biweekly	2,523.20	2,664.00	2,812.80	2,969.60	3,135.20
	Salary Range 3154	Monthly	5,487.96	5,794.20	6,117.84	6,458.88	6,819.06

<b>Class Code</b>	<b>Class Title/ DDR No./Range</b>	<b>Pay Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
3181	Security Officer C	Hourly	26.81	28.30	29.88	31.55	33.31
	95-31811	Biweekly	2,144.80	2,264.00	2,390.40	2,524.00	2,664.80
	Salary Range 2681	Monthly	4,664.94	4,924.20	5,199.12	5,489.70	5,795.94

**APPENDIX A-4**  
**SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2024**

Effective October 1, 2024, 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 of the prior year to August of the current year for United States City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to two and one-half percent (2.5%), the salary ranges shall be increased by two and one-half percent (2.5%), and if the CPI increases by five and one-half percent (5.5%) or more, the salary ranges shall be increased by five and one-half percent (5.5%).

**APPENDIX A-5**  
**SECURITY UNIT SALARIES EFFECTIVE OCTOBER 1, 2025**

Effective October 1, 2025, 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 of the prior year to August of the current year for United States City Average (1982-84=100); provided, however, that if the CPI increases less than or equal to two and one-half percent (2.5%), the salary ranges shall be increased by two and one-half percent (2.5%), and if the CPI increases by five and one-half percent (5.5%) or more, the salary ranges shall be increased by five and one-half percent (5.5%).



## **APPENDIX B**

### **CONTRACTING OUT**

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

- 1) The Department may contract out bargaining unit work without meeting and conferring, subject to Charter Sections 1022 and/or 370 through 373 of the City Charter, and the provisions of this Agreement
- 2) No regular annual-rated Civil Service bargaining unit employee within the classification and major functional areas affected by the contracting out of bargaining unit work will be laid off or placed on a lower level DDR.
- 3) Notwithstanding any provisions of this MOU to the contrary, the provisions of this Appendix are subject only to advisory arbitration.
- 4) The Department shall maintain a permanent staff in accordance with the following schedule:

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

- 5) In lieu of the meet-and-confer process, specified by the Employee Relations Ordinance, the Parties agree to meet-and-discuss, in accordance with the procedure in paragraph 6, all contracts involving bargaining unit work except those contracts required because of bona fide emergency circumstances.
- 6) The Parties agree that the following expedited procedure shall replace the dispute resolution procedures of the Employee Relations Ordinance to resolve only those disputes arising out of the discussions occurring as a result of paragraph 5 above.
  - a. The Department will notify the Union in a timely manner of all applicable proposed contracts.
  - b. The Union may request to meet-and-discuss such contracts within five (5) working days of receipt of the contract. Failure of the Union to request a meeting within five (5) working days shall constitute a waiver of the Union's right to continue this process.
  - c. Meeting(s), if requested, will be held within five (5) calendar days of notification by the Union of a desire to meet and discuss the contracts.
  - d. Should the Parties not agree during their meet-and-discuss session(s), the Union may request expedited arbitration at the conclusion of the five (5) calendar day period. Failure of the Union to request arbitration within the five (5) calendar day period shall constitute a waiver of the Union's right to

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

- e. The hearing and issuance of an award by the arbitrator shall be concluded within thirty (30) calendar days from the request for arbitration.
  - f. The arbitrator's advisory decision and recommendation shall be transmitted to the Board of Water and Power Commissioners simultaneously with the contract proposed for adoption.
  - g. The time limits in this process may be extended only by mutual written agreement.
  - h. This arbitration process shall be informal. Court reporters shall not be used; the rules of evidence shall be informal; the arbitrator's notes, exhibits (if any), and the written advisory decision and recommendation shall constitute the record of the proceedings; and post hearing briefs will not be submitted. The Parties shall each determine whether they wish to produce witnesses and/or documentary evidence.
  - i. The arbitration fees shall be shared equally by the Union and Management.
- 7) Disputes over the practical consequences of contracting out, other than those disputes occurring under paragraphs 5 and 6 above, shall be resolved through the grievance process starting at the Union Procedure (Step 3: Review--Division Level) in accordance with the provisions in Article 5 of the MOU.

## **APPENDIX C**

### **PARKING FEES AND SUBSIDIES**

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

- 1) Employees paying a parking fee who report to an AQMD location as their permanent reporting location shall receive a \$25 per month parking (transportation) subsidy.
- 2) Rotating shift employees are excluded from this agreement.
- 3) Facility parking administrators shall set local rules for parking.
- 4) Department Management shall set the rates for the DWP Vanpools.
- 5) Any employee who drives his/her personal vehicle and occasionally parks at the JFB or other central locations shall be charged \$5 per day to park, subject to applicable parking regulations. The rate will be \$4 at non-central locations. Such employees will have an in-and-out privilege for any said paid parking day.
- 6) Employees who pay monthly parking fees as members of a DWP vanpool or carpool will not be charged a daily parking fee when they drive their personal vehicle to work to accommodate scheduled overtime, unless this overtime condition exceeds five (5) days per month after which No. 5 applies.
- 7) A \$50 subsidy will be provided to any monthly transit rider who shows evidence upon demand of a monthly transit pass and who provides an affidavit to the John Ferraro Building parking coordinator of such transit use in commuting to work. Employees who normally commute by bicycle and who provide an affidavit of their daily bicycle riding and certification of this riding from their supervisor will receive this subsidy also.
- 8) At AQMD qualifying locations where adequate on-site parking is available for employees, DWP management may take appropriate action to require employees to park in DWP facilities when there are complaints from residents and neighbors about employees parking in their neighborhoods.

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

	JFB Scramble Other Central Locations	JFB Assign Space	Non- Central Locations	Subsidy
Parking Fee	\$50	\$85	\$40	\$25
Carpool	\$30	N/A	\$20	\$25 per person
DWP Vanpools	\$50	N/A	\$40	\$25 per rider
Take-Home Vehicles	\$50		\$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.