

November 7, 2022

The Honorable City Council
c/o Office of the City Clerk
Room 395, City Hall
Mail Stop 160

Honorable Members:

Subject: Approval of Amendments to the Memoranda of Understanding for Ten Bargaining Units Represented by the International Brotherhood of Electrical Workers, Local 18, for the Term October 1, 2022 through September 30, 2026

In accordance with the tentative agreement authorized by the Executive Employee Relations Committee (EERC) on August 18, 2022, the enclosed Memoranda of Understanding (MOU) Amendments and Resolution, approved as to form and legality by the City Attorney, codifies the agreements reached by the Los Angeles Department of Water and Power (LADWP) and the International Brotherhood of Electrical Workers (IBEW), Local 18, for the contract term of October 1, 2022 through September 30, 2026, for the following bargaining units:

- Administrative Representation Unit
- Clerical Unit
- Operating, Maintenance and Service Unit
- Professional Unit
- Steam Plant and Water Supply Unit
- Supervisory Blue Collar Unit
- Supervisory Clerical and Administrative Unit
- Supervisory Professional Unit
- Supervisory Technical and Business Administration Unit

Background

On August 18, 2022, the EERC approved the tentative agreement for recommendation to the Los Angeles City Council. The Board of Water and Power Commissioners (Board) approved the items under their purview on October 25, 2022.

Contract Term and Salary

1. Four-year term from October 1, 2022 through September 30, 2026.
2. Effective October 1, 2022, COLA based on Consumer Price Index (CPI)*
3. Effective October 1, 2023, COLA based on CPI*
4. Effective October 1, 2024, COLA based on CPI*
5. Effective October 1, 2025, COLA based on CPI*

*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%).

6. One-Time Inflation Offset – effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of three percent (3%) of their annual salary, calculated using the employee's regular rate of pay.
7. Structural changes to Electric Distribution Mechanic (EDM): create one additional level of EDM.
8. Effective the first full pay period after October 1, 2022, a salary adjustment of fifteen percent (15%) will be added to the base wage for the classes of EDM, Class Code 3879, and Electric Distribution Mechanic Supervisor (EDMS), Class Code 3873.
9. Effective the first full pay period after October 1, 2023, a salary adjustment of five percent (5%) will be added to the base wage for the classes of EDM, Class Code 3879, and EDMS, Class Code 3873.
10. On the first Monday in August 2024, LADWP management will calculate the average percent increase in salaries (including base wage, longevity pay, per diem, meal allowances, and overtime) of the EDM and EDMS or comparable classifications employed by Pacific Gas & Electric (PG&E), Sacramento

Municipal Utility District (SMUD), Southern California Edison (SCE), outside line contractors, and San Diego Gas & Electric (SDG&E) (Calculation).

No later than the first Monday in September 2024, LADWP will transmit the Calculation to the City Administrative Officer (CAO) for evaluation and presentation to the EERC for informational purposes.

The Board shall have the authority to increase the LADWP EDM and EDMS salaries by the lesser of (1) the difference between the Calculation and the LADWP EDM and EDMS salaries or (2) eight percent (8%). The Board shall not take action prior to presentation of the Calculation to the EERC.

11. On the first Monday in August 2025, LADWP management will calculate the average percent increase in salaries (including base wage, longevity pay, per diem, meal allowances, and overtime) of the EDM and EDMS or comparable classifications employed by PG&E, SMUD, SCE, outside line contractors, and SDG&E Calculation.

No later than the first Monday in September 2025, LADWP will transmit the Calculation to the CAO for evaluation and presentation to the EERC for informational purposes.

The Board shall have the authority to increase the LADWP EDM and EDMS salaries by the lesser of (1) the difference between the Calculation and the LADWP EDM and EDMS salaries or (2) eight percent (8%). The Board shall not take action prior to presentation of the Calculation to the EERC.

12. Effective the first full pay period after October 1, 2022, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of Electrical Mechanic (EM), Class Code 3841, and Electrical Mechanic Supervisor (EMS), Class Code 3835.
13. Effective the first full pay period after October 1, 2023, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of EM, Class Code 3841, and EMS, Class Code 3835.
14. Effective the first full pay period after October 1, 2024, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of EM, Class Code 3841, and EMS, Class Code 3835.

15. Effective the first full pay period after October 1, 2025, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of EM, Class Code 3841, and EMS, Class Code 3835.

MOU Provisions

16. Telecommuting – During the term of the MOU, the Parties will negotiate a telecommute policy for LADWP employees that incorporates the JLMC process for determining feasibility in each section using the EERC-approved draft telecommute policy as a starting point.
17. Training Premium – The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium at five and one-half percent (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to the Customer Service Division Customer Service Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.
18. Revision of Overtime Provisions: For bargaining units Operating, Maintenance and Service Unit; Supervisory Blue Collar Unit; and Steam Plant and Water Supply Unit:
 - All overtime will be paid at the double-time rate.
 - Scheduled overtime before normal shift less than eight (8) hours will be paid at the double-time rate and the entire normal shift immediately following will be paid at the regular shift rate.
 - Unscheduled overtime (call-outs) before normal shift totaling four (4) hours or more will be paid at the double-time rate and the entire normal shift immediately following will remain at the double-time rate.
 - Unscheduled overtime (call-outs) before normal shift less than four (4) hours will be paid at the double-time rate and the entire normal shift immediately following will be paid the regular rate.
 - All overtime accumulated as time off shall be accrued at the double-time rate. Any normal shift that results in being paid at the double-time rate due to before normal shift work cannot be accumulated time and can only be taken as paid time.

19. Meal Penalty – overtime meal penalty is increased to \$25.
20. Retiree Health – Two-party coverage: provide each IBEW-represented employee enrolled in Water and Power Employee Retirement Plan (WPERP), Tier 2, two-party healthcare subsidy with LADWP Qualifying Service. Provides for Kaiser coverage outside of Southern California.

MOU Amendments to Retirement Plan

21. IBEW Sponsored Retirement Savings Fund – IBEW, Local 18, and LADWP will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.
 - i. LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six (6) months of full-time employment at LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
 - ii. The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.
 - iii. The contribution per employee shall not increase during the MOU term.
 - iv. All contributions made by LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.

- v. The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to, penalties for early withdrawal and employee portability.
- vi. LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such as penalties for early withdrawal of funds, incurred by the plan or incurred as a cost of employees being members of the plan. IBEW will pay for any administrative or other costs incurred.
- vii. IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual Retirement Savings Fund participants may incur.
- viii. Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- ix. Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- x. An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW, Local 18, will receive monthly general plan level reports from the TPA.
- xi. Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.

- xii. LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- xiii. Payments shall commence on a go-forward basis within no more than two (2) months after the Retirement Savings Fund has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- xiv. LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein, and as subsequently negotiated.
- xv. IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

During the term of this MOU, in accordance with established practice, LADWP shall seek approval of the Board and the Board of Administration of the Water and Power Employees' Retirement Plan to adopt:

- 22. Permanent and Total Disability – Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal forty percent (40%) of the highest one year of average salary, effective January 1, 2022.
- 23. Family Death Benefit – Individual \$937; Family \$2,187.

Fiscal Impact

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

The average year over year financial impact associated with the proposed contract ranges from approximately \$66.9 million to \$122.8 million. Assumptions are based on Cost-of-Living Adjustment (COLA) floor of 2.5 percent (2.5%) and ceiling of 5.5 percent (5.5%), which are based on CPI, overtime, salary adjustments, and other identified miscellaneous new MOU provisions.

The Honorable City Council
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Recommendations

That the City Council:

1. Approve and set the salaries agreed to herein;
2. Adopt the MOU amendments; and
3. Authorize the City Controller and the General Manager of LADWP to make any necessary technical or clerical corrections.

If you have any questions or require further information, please contact the Director of Human Resources, Ms. Deitra O. Fernandes, at (213) 367-1373.

Sincerely,



Martin L. Adams
General Manager and Chief Engineer

MLA:DOF/mc

Enclosures

c:/enc: Mr. Matthew W. Szabo, City Administrative Officer
Mr. Paul Girard, Employee Relations Chief
Ms. Deitra O. Fernandes
Mr. Thomas Simonovski

AMENDMENT NO. 6

to

**July 28, 2003 through September 30, 2005
MEMORANDUM OF UNDERSTANDING
(MOU 41)**

Between

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

and

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

**Administrative Representation Unit
(Bargaining Unit #4)**

for

October 1, 2022 through September 30, 2026

The Parties agree that the current Memorandum of Understanding (MOU), Administrative Representation Unit, for July 28, 2003, through September 30, 2005, as amended by MOU Amendment Nos. 1, 2, 3, 4, and 5, shall be further amended by this Amendment No. 6, as set forth below:

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.

- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 28

HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29

SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30

SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 — 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%).
- Effective October 1, 2023 — 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%).
- 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%).
- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer

Service Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1 (b) – One-Time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings

Fund. LADWP will not be responsible for administrative fees or other costs, such as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.

- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Administrative Representation Unit Memorandum of Understanding on this 24th day of October, 2022, to be effective as provided herein.

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



Business Manager

City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022

BY 

WENDY K. GENZ
DEPUTY CITY ATTORNEY

AMENDMENT NO. 5

to

**October 1, 2005 through September 30, 2010
MEMORANDUM OF UNDERSTANDING
(MOU 42)**

Between

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

and

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

**Clerical Unit
(Bargaining Unit #7)**

for

October 1, 2022 through September 30, 2026

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

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.

- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30

SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 — 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%).
- Effective October 1, 2023 — 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%).
- 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%).
- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service

Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1 (b) – One-Time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.
- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such

as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.

- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Clerical Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

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



Business Manager


City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022

BY 

WENDY K. GENZ
DEPUTY CITY ATTORNEY

AMENDMENT NO. 6

to

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

Between

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

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 18

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

for

October 1, 2022 through September 30, 2026

The Parties agree that the current Memorandum of Understanding (MOU), Operating, Maintenance and Service Unit, for October 1, 2005, through September 30, 2010, as amended by MOU Amendments Nos. 1, 2, 3, 4, and 5 shall be further amended by this Amendment No. 6, as set forth below:

ARTICLE 9 **OVERTIME**

9.1(e) (1) (a)

All overtime will be paid at the double-time rate (2X).

Scheduled overtime before normal shift (BNS) less than 8 hours will be paid at the 2X rate and the entire normal shift immediately following will be paid at the regular shift rate.

Unscheduled overtime (call-outs) BNS totaling 4 hours or more will be paid at 2X rate and the entire normal shift immediately following will remain at the 2X rate.

Unscheduled overtime (call-outs) BNS less than 4 hours will be paid at the 2X rate and the entire normal shift immediately following will be paid at the regular rate.

9.1(e) (1) (b)

Scheduled overtime on a Saturday, Saturday equivalent, or Assigned Scheduled Day Off (ASDO), shall be paid at the 2X rate.

9.1(e) (1) (c)

All overtime accumulated as time off shall be accrued at the 2X rate. Any normal shift that results in being paid at the 2X rate due to BNS work cannot be accumulated time and can only be taken as paid time.

ARTICLE 14 **REPORTING LOCATIONS AND TRAVEL TIME**

14(i) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18 **EXPENSES**

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.
- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30 SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 – 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%).
- Effective October 1, 2023 – 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%).
- 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%).
- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1(b) – One-time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

30.5 – Salary Adjustment

- Structural changes to Electric Distribution Mechanic (EDM): create one additional level of EDM.
- Effective the first full pay period after October 1, 2022, a salary adjustment of fifteen percent (15.0%) will be added to the base pay for the class of EDM, Class Code 3879 (excludes EDM Trainee).
- Effective the first full pay period after October 1, 2023, a salary adjustment of five percent (5.0%) will be added to the base pay for the class of EDM, Class Code 3879 (excludes EDM Trainee).
- On the first Monday in August 2024, LADWP management will calculate the average percent increase in salaries (including base wage, longevity pay, per diem, meal allowances, and overtime) of the EDM or comparable classifications employed by PG&E, SMUD, SCE, outside line contractors, and SDG&E (Calculation).

No later than the first Monday in September 2024, the Department will transmit the Calculation to the CAO for evaluation and presentation to the EERC for informational purposes.

The Board shall have the authority to increase the LADWP EDM salary by the lesser of (1) the difference between the Calculation and the LADWP EDM salary or (2) 8%. The Board shall not take action prior to presentation of the Calculation to the EERC.

- On the first Monday in August 2025, LADWP management will calculate the average percent increase in salaries (including base wage, longevity pay, per diem, meal allowances, and overtime) of the EDM or comparable classifications employed by PG&E, SMUD, SCE, outside line contractors, and SDG&E (Calculation).

No later than the first Monday in September 2025, the Department will transmit the Calculation to the CAO for evaluation and presentation to the EERC for informational purposes.

The Board shall have the authority to increase the LADWP EDM salary by the lesser of (1) the difference between the Calculation and the LADWP EDM salary or (2) 8%. The Board shall not take action prior to presentation of the Calculation to the EERC.

- Effective the first full pay period after October 1, 2022, a salary adjustment of four and one-half percent (4.5%) shall be increased to the base wage of Electrical Mechanic (EM), Class Code 3841 (excludes EM Trainee).
- Effective the first full pay period after October 1, 2023, a salary adjustment of four and one-half percent (4.5%) shall be increased to the base wage of EM, Class Code 3841 (excludes EM Trainee).
- Effective the first full pay period after October 1, 2024, a salary adjustment of four and one-half percent (4.5%) shall be increased to the base wage of EM, Class Code 3841 (excludes EM Trainee).
- Effective the first full pay period after October 1, 2025, a salary adjustment of four and one-half percent (4.5%) shall be increased to the base wage of EM, Class Code 3841 (excludes EM Trainee).

ARTICLE 39

EMPLOYEE'S RETIREMENT PLAN

39.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.
- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive

payments for the time period during which IBEW is creating the plan documents and structure.

- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Operating, Maintenance and Service Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

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



Business Manager

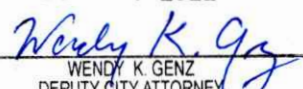
City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022

BY 

WENDY K. GENZ
DEPUTY CITY ATTORNEY

AMENDMENT NO. 6

to

**July 28, 2003 through September 30, 2005
MEMORANDUM OF UNDERSTANDING
(MOU 48)**

Between

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

and

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

**Professional Unit
(Bargaining Unit #3)**

for

October 1, 2022 through September 30, 2026

The Parties agree that the current Memorandum of Understanding (MOU), Professional Unit, for July 28, 2003, through September 30, 2005, as amended by MOU Amendments Nos. 1, 2, 3, 4, and 5, and shall be further amended by this Amendment No. 6, as set forth below:

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.
- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.

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

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30

SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 – 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%).

- Effective October 1, 2023 – 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%).

- 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%).

- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service

Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1(b) – One-time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such

as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.

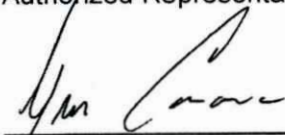
- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Professional Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

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



Business Manager

City of Los Angeles
Representative

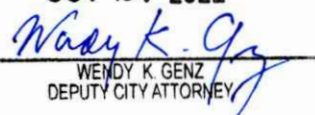


General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022

BY



WENDY K. GENZ
DEPUTY CITY ATTORNEY

AMENDMENT NO. 5

to

**October 1, 2005 through September 30, 2010
MEMORANDUM OF UNDERSTANDING
(MOU 50)**

Between

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

and

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

**Steam Plant and Water Supply Unit
(Bargaining Unit #6)**

for

October 1, 2022 through September 30, 2026

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

ARTICLE 9 **OVERTIME**

9.1(e) (1) (a)

All overtime will be paid at the double-time rate (2X).

Scheduled overtime before normal shift (BNS) less than 8 hours will be paid at the 2X rate and the entire normal shift immediately following will be paid at the regular shift rate.

Unscheduled overtime (call-outs) BNS totaling 4 hours or more will be paid at 2X rate and the entire normal shift immediately following will remain at the 2X rate.

Unscheduled overtime (call-outs) BNS less than 4 hours will be paid at the 2X rate and the entire normal shift immediately following will be paid at the regular rate.

9.1(e) (1) (b)

Scheduled overtime on a Saturday, Saturday equivalent, or Assigned Scheduled Day Off (ASDO), shall be paid at the 2X rate.

9.1(e) (1) (c)

All overtime accumulated as time off shall be accrued at the 2X rate. Any normal shift that results in being paid at the 2X rate due to BNS work cannot be accumulated time and can only be taken as paid time.

ARTICLE 14 **REPORTING LOCATIONS AND TRAVEL TIME**

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18 **EXPENSES**

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26

TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.
- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 28

HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29

SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30

SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 – 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%).
- Effective October 1, 2023 – 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%).
- 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%).

- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1(b) – One-time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37 **EMPLOYEE'S RETIREMENT PLAN**

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.
- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.

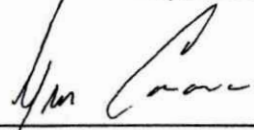
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Steam Plant and Water Supply Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

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



Business Manager

City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022
BY 
WENDY K. GENZ
DEPUTY CITY ATTORNEY

AMENDMENT NO. 5

to

**October 1, 2005 through September 30, 2010
MEMORANDUM OF UNDERSTANDING
(MOU 51)**

Between

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

and

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

**Supervisory Blue Collar Unit
(Bargaining Unit #B)**

for

October 1, 2022 through September 30, 2026

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

ARTICLE 9 OVERTIME

9.1(e) (1) (a)

All overtime will be paid at the double-time rate (2X).

Scheduled overtime before normal shift (BNS) less than 8 hours will be paid at the 2X rate and the entire normal shift immediately following will be paid at the regular shift rate.

Unscheduled overtime (call-outs) BNS totaling 4 hours or more will be paid at 2X rate and the entire normal shift immediately following will remain at the 2X rate.

Unscheduled overtime (call-outs) BNS less than 4 hours will be paid at the 2X rate and the entire normal shift immediately following will be paid at the regular rate.

9.1(e) (1) (b)

Scheduled overtime on a Saturday, Saturday equivalent, or Assigned Scheduled Day Off (ASDO), shall be paid at the 2X rate.

9.1(e) (1) (c)

All overtime accumulated as time off shall be accrued at the 2X rate. Any normal shift that results in being paid at the 2X rate due to BNS work cannot be accumulated time and can only be taken as paid time.

ARTICLE 14 REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18 EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.
- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30 **SALARIES**

30.1 – Salaries

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

- Effective October 1, 2022 – 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%).
- Effective October 1, 2023 – 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%).
- 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%).
- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1(b) – One-time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

30.6 – Salary Adjustment

- Effective the first full pay period after October 1, 2022, a salary adjustment of fifteen percent (15.0%) will be added to the base wage for the class of Electric Distribution Mechanic Supervisor (EDMS), Class Code 3873.
- Effective the first full pay period after October 1, 2023, a salary adjustment of five percent (5.0%) will be added to the base wage for the class of EDMS, Class Code 3873.
- On the first Monday in August 2024, LADWP management will calculate the average percent increase in salaries (including base wage, longevity pay, per diem, meal allowances, and overtime) of the EDMS or comparable classifications employed by PG&E, SMUD, SCE, outside line contractors, and SDG&E (Calculation).

No later than the first Monday in September 2024, the Department will transmit the Calculation to the CAO for evaluation and presentation to the EERC for informational purposes.

The Board shall have the authority to increase the LADWP EDMS salary by the lesser of (1) the difference between the Calculation and the LADWP EDMS salary or (2) 8%. The Board shall not take action prior to presentation of the Calculation to the EERC.

- On the first Monday in August 2025, LADWP management will calculate the average percent increase in salaries (including base wage, longevity pay, per diem, meal allowances, and overtime) of the EDMS or comparable classifications employed by PG&E, SMUD, SCE, outside line contractors, and SDG&E (Calculation).

No later than the first Monday in September 2025, the Department will transmit the Calculation to the CAO for evaluation and presentation to the EERC for informational purposes.

The Board shall have the authority to increase the LADWP EDMS salary by the lesser of (1) the difference between the Calculation and the LADWP EDMS salary or (2) 8%. The Board

shall not take action prior to presentation of the Calculation to the EERC.

- Effective the first full pay period after October 1, 2022, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of Electrical Mechanic Supervisor (EMS), Class Code 3835.
- Effective the first full pay period after October 1, 2023, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of EMS, Class Code 3835.
- Effective the first full pay period after October 1, 2024, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of EMS, Class Code 3835.
- Effective the first full pay period after October 1, 2025, a salary adjustment of four and one-half percent (4.5%) will be added to the base wage of EMS, Class Code 3835.

ARTICLE 37

EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.

- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.
- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.

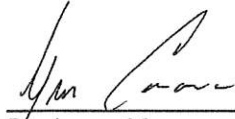
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Supervisory Blue Collar Unit Memorandum of Understanding on this 7th day of November, 2022, to be effective as provided herein.

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



Business Manager

City of Los Angeles
Representative

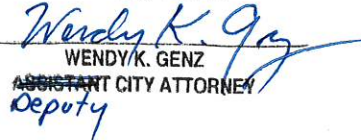


General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

NOV 08 2022

BY


WENDY K. GENZ
ASSISTANT CITY ATTORNEY
Deputy

AMENDMENT NO. 7

to

**July 28, 2003 through September 30, 2005
MEMORANDUM OF UNDERSTANDING
(MOU 53)**

Between

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

and

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

**Supervisory Professional Unit
(Bargaining Unit #P)**

for

October 1, 2022 through September 30, 2026

The Parties agree that the current Memorandum of Understanding (MOU), Supervisory Professional Unit, for July 28, 2003, through September 30, 2005, as amended by MOU Amendments Nos. 1, 2, 3, 4, 5, and 6, shall be further amended by this Amendment No. 7, as set forth below:

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.

- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.
- F. The Parties, during the term of this MOU, may mutually agree to consider other specific proposals.

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30

SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 – 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%).
- Effective October 1, 2023 – 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%).
- 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%).
- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service

Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1(b) – One-time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such

as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.

- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Supervisory Professional Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

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



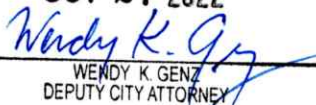
Business Manager

City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022
BY 

WENDY K. GENZ
DEPUTY CITY ATTORNEY

AMENDMENT NO. 4

to

October 1, 2005 through September 30, 2010
MEMORANDUM OF UNDERSTANDING
(MOU 52)

Between

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

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 18

Supervisory Clerical and Administrative Unit
(Bargaining Unit #W)

for

October 1, 2022 through September 30, 2026

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

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.
- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.

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

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30

SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 – 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%).
- Effective October 1, 2023 – 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%).
- 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%).
- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service

Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1(b) – One-time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such

as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.

- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Supervisory Clerical and Administrative Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

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



Business Manager

City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022

BY 

WENDY K. GENS
DEPUTY CITY ATTORNEY

AMENDMENT NO. 6

to

July 28, 2003 through September 30, 2005
MEMORANDUM OF UNDERSTANDING
(MOU 56)

Between

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

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 18

Supervisory Technical and Business Administration Unit
(Bargaining Unit #T)

for

October 1, 2022 through September 30, 2026

The Parties agree that the current Memorandum of Understanding (MOU), Supervisory Technical and Business Administration Unit, for July 28, 2003, through September 30, 2005, as amended by MOU Amendment Nos. 1, 2, 3, 4, and 5, shall be further amended by this Amendment No. 6, as set forth below:

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(d) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.
- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.

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

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

ARTICLE 29
SUPPLEMENTAL BENEFITS

29.1(a) – Permanent and Total Disability

Subject to adoption by the Board of Administration of the Water and Power Employees' Retirement Plan, if Permanent and Total Disability is equal to or greater than ten (10) years, then the employee's pension will equal 40% of the highest one year of average salary, effective January 1, 2022.

29.3 – Family Death Benefits

Effective October 1, 2022, the present monthly level of family death benefits is increased to \$937.00 per survivor, \$2,187.00 family maximum.

A higher supplemental amount shall also be available to any member who enrolls for such benefit, provided said member makes a 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 monthly supplemental benefit level for those who enroll shall be: \$1,457.00 per survivor and \$3,357.00 family maximum.

ARTICLE 30

SALARIES

30.1 – Salaries

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

- Effective October 1, 2022 – 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%).

- Effective October 1, 2023 – 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%).

- 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%).

- 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%).

30.1(a) – Training Premium

The existing training premium will be expanded to all IBEW bargaining units to provide a pensionable, two-level premium (5.5%) to employees who are assigned to develop and/or provide training on a full-time basis to include Customer Service Division Customer Service

Representative New Hire Training Program or an approved 5.30 or other structured, bona fide training program.

30.1(b) – One-time Inflation Offset

Effective December 1, 2022, each bargaining unit member will be paid a taxable lump sum cash payment of 3% of their annual salary, calculated using the employee's regular rate of pay.

ARTICLE 37
EMPLOYEE'S RETIREMENT PLAN

37.9 – IBEW Sponsored Retirement Savings Fund

During the term of this MOU, in accordance with established practice, the LADWP shall seek approval of the Los Angeles City Council and agree that IBEW, Local 18, will establish an IBEW sponsored Retirement Savings Fund (Retirement Savings Fund) on behalf of IBEW-represented employees who are employed by the LADWP and who are members of the WPERP Tier 2. The following conditions shall apply.

- 1) LADWP will contribute \$150 per month for each IBEW-represented employee who is enrolled in WPERP Tier 2 as a full member. Full membership begins after six months of full-time employment at the LADWP. LADWP shall make no contribution on behalf of employees who are enrolled in WPERP Tier 1.
- 2) The agreement would require that all members of the covered class, Tier 2 Employees, receive a monthly contribution from the employer to the Retirement Savings Fund. Each employee will be auto-enrolled in an account that will receive the employer contribution. The contribution will be deposited into a default investment option if the employee does not choose one of the investment options available in the Retirement Savings Fund. The employee is not required to choose an investment option.

IBEW will determine the investment options that are available for the employees to choose in the Retirement Savings Fund, and LADWP will have no responsibility for those available investment options or the investments chosen by the employees.

- 3) The contribution per employee shall not increase during the MOU term.
- 4) All contributions made by the LADWP will sunset upon expiration of the MOU (in September 2026). Continuation of LADWP's contributions will require affirmative, mutual renegotiation in a successor MOU.
- 5) The Retirement Savings Fund will be a bona fide retirement plan, administered by a third party, that includes standard provisions, including but not limited to penalties for early withdrawal and employee portability.
- 6) LADWP's participation in the Retirement Savings Fund will be strictly limited to the negotiated contribution per month per WPERP Tier 2 employee. LADWP will not be responsible for the design or administration of the Retirement Savings Fund. LADWP will not be responsible for administrative fees or other costs, such

as penalties for early withdrawal of funds, incurred by the Retirement Savings Fund or incurred as a cost of employees being members of the Retirement Savings Fund. IBEW will pay for any administrative or other costs incurred.

- 7) IBEW will indemnify and hold the City harmless from any and all liabilities that may potentially arise from the design of the Retirement Savings Fund (including the available investment options) and the administration of the Retirement Savings Fund, or as a result of penalties that individual plan participants may incur.
- 8) Department contributions will be deposited into each employee's personal Retirement Savings Fund accounts and shall be controlled by each employee. Enrolled employees shall maintain full control of their accounts and investments.
- 9) Retirement Savings Fund officers or board members employed by the LADWP will not be compensated in any manner to administer the trust or be on the board, including but not limited to drawing a salary or stipend.
- 10) An annual audit will be conducted by the Third-Party Administrator (TPA) as part of the Form 5500 filing. This information is available to the public. Participants will receive quarterly statements as well as daily account values via the internet. The sponsor, IBEW Local 18, will receive monthly general plan level reports from the TPA.
- 11) Contributions shall be made on a retroactive basis looking back one (1) month. An employee's account will be credited \$150 per month if the employee was compensated for at least 80 hours of work hours or work-related time, e.g., vacation, compensated family medical leave active payroll status, as opposed to on an unpaid leave of absence, for the month prior to the contribution.
- 12) LADWP will make no contributions for any employee who is on an unpaid leave of absence from the Department, whether personal or disability/workers compensation leave, that results in the employee being compensated for less than 80 hours in a month.
- 13) Payments shall commence on a go-forward basis within no more than two (2) months after the plan has been legally established. There shall be no retroactive payments for the time period during which IBEW is creating the plan documents and structure.
- 14) LADWP shall not be responsible for making any contribution if IBEW cannot establish a bona fide plan, whether legally or in the absence of an agreement to the terms contained herein and as subsequently negotiated.
- 15) IBEW shall receive no direct financial benefit in the Retirement Savings Fund whether in the form of management fees or otherwise.

Corrections

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


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment to the Supervisory Technical and Business Administration Unit Memorandum of Understanding on this 26 day of October, 2022, to be effective as provided herein.

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



Business Manager


City of Los Angeles
Representative



General Manager and Chief Engineer
of the Los Angeles Department of
Water and Power

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

OCT 27 2022

BY 

WENDY K. GENZ
DEPUTY CITY ATTORNEY

AMENDMENT NO. 6

to

October 1, 2005 through September 30, 2010
MEMORANDUM OF UNDERSTANDING
(MOU 54)

Between

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

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 18

Technical Representation Unit
(Bargaining Unit #2)

for

October 1, 2022 through September 30, 2026

The Parties agree that the current Memorandum of Understanding (MOU), Technical Representation Unit, for October 1, 2005, through September 30, 2010, as amended by MOU Amendments Nos. 1, 2, 3, 4, 5, and 6 shall be further amended by this Amendment No. 7, as set forth below:

ARTICLE 14
REPORTING LOCATIONS AND TRAVEL TIME

14(i) – Telecommuting

During the term of this MOU, in accordance with established practice, the LADWP shall negotiate a telecommute policy for LADWP employees that incorporates the Joint Labor Management Committee process for determining feasibility in each section using the Executive Employee Relations Committee (EERC) approved draft telecommute policy as a starting point.

ARTICLE 18
EXPENSES

18.2(a)

When the Department requires an employee, to whom an annual salary rate is applicable, to work overtime, it shall pay the employee an overtime meal allowance of \$25.00 for each designated meal period, as provided in Paragraph 18.2(c).

ARTICLE 26
TERM

- A. The term of this MOU shall be October 1, 2022, through September 30, 2026.
- B. Should either the Union or Management desire a successor MOU, that Party shall notify the other Party no later than:
 - a. the close of business on Monday, July 6, 2026; or,
 - b. Ninety (90) days prior to the termination date of the MOU as provided for in any amendment to the MOU.
- C. Except as delineated in this Amendment, all provisions of the current MOU, including as previously amended, shall remain in full force and effect through September 30, 2026.
- D. The Parties acknowledge that during negotiations which resulted in this Amendment, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by City ordinance or State or federal law from the meet-and-confer process and that the understanding and agreements arrived at by the Parties after the exercise of that right are set forth in this Amendment. IBEW, Local 18, therefore, without qualification, waives the right and the Department shall not be obligated to meet and confer as to any request for any improvement or other changes in wages, hours or other conditions of employment for any of the employees covered by this MOU except as stated in Article 36.
- E. The waiver of any term or condition of this MOU by either Party shall not constitute a precedent in the enforcement of any of its provisions.

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

ARTICLE 28
HEALTH AND DENTAL PLANS

28.1(a) – Retiree Health

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

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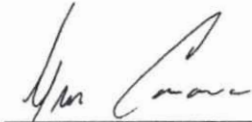
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OCT 27 2022

BY


WENDY K. GENZ
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