

LETTER OF AGREEMENT
OWNER'S REPRESENTATIVE SERVICES FOR CLEAN GRID LA PROJECTS

The Parties to this Letter of Agreement (LOA) are the Los Angeles Department of Water and Power (LADWP) and the International Brotherhood of Electrical Workers (IBEW), Local 18.

The Parties have met and discussed the proposed contract for Owner's Representative Services for Clean Grid LA Projects (Agreement).

Services provided under this contract include assisting and augmenting LADWP staff in project development/management, providing engineering and technical expertise and advisory services, contract development services, quality assurance and quality control management services, and construction, as well as commissioning support to ensure successful completion of LADWP's Clean Grid LA projects.

Under this Agreement, Worley Group, Inc. will provide the following professional services, including but not limited to:

- Engineering support for the development of and review of technical requirements
- Technical support for the California Environmental Quality Act
- Air permitting effort
- Project and construction management support
- Quality assurance support
- Commissioning and turnover administration support

Provided that the Board of Water and Power Commissioners (Board) approves by resolution this LOA, the Parties agree to the following:

1. IBEW, Local 18 agrees not to file any grievance or arbitration request with respect to the proposed Agreement. In exchange for such consideration, LADWP shall adhere to the terms set forth in the paragraphs below.
2. IBEW, Local 18 waives any objection or obligation to meet and confer, including any Memoranda of Understanding (MOU), Appendix B process, with respect to the Agreement. In exchange for such consideration, LADWP shall adhere to the terms set forth in the paragraphs listed below.
3. LADWP agrees that the following provisions will be followed during its administration of the Agreement, but such provisions shall not constitute a

"practice" and that any requirement to adhere to those provisions shall expire upon the expiration of the Agreement.

- a. Any significant Task Order Development and Approval Procedure (Task Order), to be defined by dollar amount, or internal/external labor resources required will trigger a mandatory Meet and Confer regarding staffing.
- b. Regarding Quality Assurance and Quality Control at LADWP:
 - i. LADWP will develop a plan for establishment and a proposed organization chart by Feb 1, 2023;
 - ii. LADWP will add two (2) staff-level Associate II positions by July 2024;
 - iii. LADWP will add one (1) supervisor-level engineer position and one (1) additional staff-level Associate II position by July 2025; and
 - iv. The Quality Assurance and Quality Control Group will, at least initially, report to the Major Projects Section proposed by LADWP PETS management and accepted by IBEW Local 18.
- c. The Agreement will be managed by two (2) engineering positions – one (1) full engineer Contract Administrator and one (1) full engineer Training Coordinator. These two full engineer positions will be supervised and managed by the Power System Contracts Office.
- d. Task Orders will be individually submitted to Local 18 for review and will require individual meetings with Local 18 – and require concurrence by Local 18 before they are approved.
- e. LADWP will provide a staffing plan for Major Projects Group to be implemented in phases, with annual staffing targets achieved, over the duration of the contract. An organizational chart of all engineering groups in Power Systems, including vacancies, will be submitted to Local 18, and a meeting will be conducted by July 2023 to discuss training and staffing.

- f. The Parties will meet quarterly to review LADWP's:
 - i. Usage of the Agreement;
 - ii. Overtime worked and declined by LADWP personnel impacted by the Agreement through Task Order(s) issued to performed bargaining unit work; and
 - iii. Knowledge-transfer/training components of each Task Order.
- 4. LADWP's Contract Administrator will ensure that the following steps are taken before the issuance of any Task Order(s) covered under the Agreement:
 - a. Determine whether or not appropriate LADWP work group(s)/sections(s) have the knowledge and ability to perform the work requested in the Task Order.
 - b. Determine if the appropriate LADWP work group(s)/section(s) can perform the required work in the required timeframe.
 - c. For those Task Order(s) that cannot be performed internally within the parameters described above, a copy of the Task Order will be distributed to IBEW, Local 18, along with a list of the work group(s)/section(s) that might be affected. The reason(s) for the inability to perform the work shall be recorded. If other work group(s)/section(s) are later identified, the Parties will meet and discuss their inclusion in the terms of this LOI.
 - d. A knowledge-transfer/training component will be included within the proposed Task Order.
 - e. When possible, the Task Order shall be distributed at least thirty (30) days prior to the formal issuance of the Task Order.
 - f. IBEW, Local 18, at its discretion may request a meeting to discuss the proposed Task Order.
- 5. LADWP will ensure that the following steps are adhered to during the issuance of any Task Order(s) covered under the Agreement:
 - a. A knowledge-transfer/training component will be included within the proposed Task Order. Management will ensure that training received

through the Task Orders under this contract helps employees transition to doing similar work in the future.

- b. Supervisors are required to document training and knowledge transfer sessions provided by outside consultants. Supervisors are also responsible for maintaining the associated training database. Such information shall be saved on local servers until a new Power System-wide system is launched for storing and searching training materials.
 - c. Supervisors and managers and the Contract Administrator who have the authority to approve invoices are required to withhold payments to consultants if applicable training and knowledge transfer sessions referenced in (a) above are not conducted or provided pursuant to the training plan of the applicable Task Order.
 - d. If any Task Order is for one-time, non-repeatable services, or for services LADWP preliminary considers not applicable, the parties will meet and discuss applicability of this section.
6. LADWP will create a new independent Training Coordinator function with at least one full time equivalent employee fully dedicated to administering every aspect of the Agreement that pertains to training. LADWP Training Coordinator, full engineer, responsibilities shall include, but not limited to:
- a. Reviewing the Training Plans of each Task Order;
 - b. Approving the evaluation of training criteria for Task Orders;
 - c. Monitoring training progress;
 - d. Tracking and monitoring that training is provided by the contractor and received by the appropriate employees; and
 - e. Ensuring that the Training Plans reflect and document the training received by those LADWP employees whose work relates to the scope of the respective Task Orders under this Agreement.
7. Consistent with Appendix B¹ and D² of existing MOUs for all bargaining units represented by IBEW, Local 18, and Board Resolution No. 008-042, concerning contracting out, the Parties agree that in order to meet maintenance and business needs, LADWP, as a condition of contracting out bargaining unit work,

shall offer those employees that normally perform the work to be performed by the contractor, ten percent (10%) or five percent (5%) overtime as applicable in the appropriate MOU during the time the contractor is actually performing bargaining unit work under the Agreement. Specifically, overtime shall begin with the start date of the issuance of a specific Task Order and end the pay period when the Task Order deliverables are completed. If an employee chooses to decline an offer of overtime work, such declination shall count toward LADWP meeting any overtime obligation under this Agreement.

8. In addition to the overtime offered under the appropriate MOU, LADWP will offer a minimum of twenty percent (20%) scheduled overtime to the affected classifications in the groups impacted by the contracted work. If an employee chooses to decline an offer to work overtime, such declination shall count towards LADWP meeting any overtime obligation under this Agreement.


Overtime shall begin with the execution of this Agreement and will remain for the duration of the contract.

9. If the appropriate work group declines the work based on the required timeframe, but the contractor is found to be performing the work after the required timeframe, management agrees to offer an additional five percent (5%) overtime in addition to the ten percent (10%) or five percent (5%) overtime, as applicable in the appropriate MOU. The offering of the additional five percent (5%) overtime shall be equivalent to the number of days starting from the first day the contractor is performing work, after the required timeframe, to the end of the pay period when the Task Order deliverables are completed and received by LADWP.
10. The provision of the additional five percent (5%) herein is exclusive to the proposed Agreement, is non-precedence setting, and will only be adhered to during the administration of this Agreement. The provision is only applicable due to the undefined aspects of the professional services tasks.
11. All affected civil service classifications and their supervisors shall be required to attend training on how to properly implement the provisions of this Agreement. Training records will be maintained for such training and made available to IBEW, Local 18 upon request.
12. This LOA does not bind the Parties with respect to discussions and does not set forth any future precedents regarding future contracts. However, with respect to the Agreement, this LOA is the sole and entire agreement between the Parties.

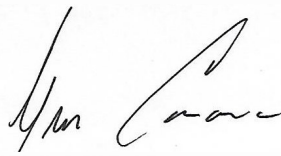
13. This LOA shall terminate upon the termination and/or completion of the Agreement identified in paragraph 4, including any extensions thereof as may be approved by the Board.

14. This LOA shall be effective upon the effective date of the resolution signifying the Board's approval thereof and expires at the end of the contract period. Until that resolution is promulgated, this LOA is void and of no effect.

For the Parties:


MARTIN L. ADAMS
General Manager and Chief Engineer
Los Angeles Department of Water
and Power

Date: 10/24/23


GUS CORONA
Business Manager
International Brotherhood of
Electrical Workers, Local 18

Date: 11/07/2023