



## **MEMORANDUM OF UNDERSTANDING**

### **SUPERVISOR, PROFESSIONAL & CONFIDENTIAL UNIT**

**January 1, 2022 – December 31, 2024**

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## **SUPERVISORS, PROFESSIONAL & CONFIDENTIAL UNIT MOU**

### **CHAPTER 1, GENERAL PROVISIONS**

#### **ARTICLE 1, TERM**

The provisions of this Agreement shall commence on January 1, 2022, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on December 31, 2024.

#### **ARTICLE 2, RECOGNITION**

- A. Pursuant to the provisions of the Employee Relations Ordinance of the Las Virgenes Municipal Water District, and applicable State Law, on July 28, 2009, the Las Virgenes Municipal Water District Board of Directors accepted employee petitions to designate the Las Virgenes Manager, Supervisor, Professional and Confidential Employees Association (M/SPC) as the representative of Supervisors, Professional and Confidential Unit.
- B. Management hereby recognizes the M/SPC Association (hereinafter "Association") as the exclusive representative of the employees in said Unit.
- C. The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit in the employee classifications comprising said Unit as listed in Appendix A.

#### **ARTICLE 3, CLASSIFIED POSITIONS**

- A. All employees of the District covered by terms of this Agreement will hold classified positions with salary ranges to be established by the Board of Directors, and, within the limits so established, the General Manager is authorized, from time to time, to employ, classify, re-classify, and to fix and determine the salaries of individual employees of the District as the General Manager may, in his discretion, determine such employees merit.
- B. Positions held by employees covered by the terms of this Agreement shall be classifications listed in Appendix A. Any additional classifications developed during the term of this Agreement and designated by the District as part of this Unit shall be added to those classifications (Appendix A). The Association shall be notified at least five (5) days before final adoption by the District Board when a classification in this Unit is developed or eliminated.

#### **ARTICLE 4, PROVISIONS OF LAW**

It is agreed and understood that this Agreement is subject to all current and future applicable federal, state, and county laws, rules and regulations. If any part of this Agreement is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal with jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule or regulation, and the remainder of this Agreement shall not be affected.

#### **ARTICLE 5, RENEGOTIATIONS**

Successor Agreement: Negotiations for a successor agreement shall commence between September 1 and October 1 of the last year of the term of this Agreement or other time as agreed to by the parties.

## **CHAPTER 2, COMPENSATION**

### **ARTICLE 6, COMPENSATION**

Effective January 1, 2022, all salary ranges and related incumbents rates of pay will be increased by 4.0%.

Effective January 1, 2023, all salary ranges and related incumbents rates of pay will be increased by the October 2021 to October 2022 All Urban Consumer Price Index for LA-Long Beach-Anaheim California with a minimum of a 1.5% increase and a maximum of a 4.0% increase.

Effective January 1, 2024, all salary ranges and related incumbents rates of pay will be increased by the October 2022 to October 2023 All Urban Consumer Price Index for LA-Long Beach-Anaheim California with a minimum of a 1.5% increase and a maximum of a 4.0% increase.

### **ARTICLE 7, MOVEMENT ON THE SALARY SCHEDULE**

- A. Individual movement of employees within established pay range shall be based on performance and upon recommendation of each employee's supervisory line, and shall not be automatic.
- B. Employees shall generally be evaluated annually on their anniversary date except for newly promoted or hired employees as per Article 9, Salary Administration of this Agreement. Employees may be evaluated at any time by their supervisor.

### **ARTICLE 8, DEFERRED COMPENSATION PLAN**

- A. Employees may elect to participate in the District's Deferred Compensation Plan.
- B. Participation in deferred compensation commences the month following sign-up for new employees.
- C. Employees are eligible to have 3% of their base salary matched per pay period on a \$1 to \$1 basis.
- D. The District has established and maintains a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. Each employee covered has agreed to contribute three percent (3%) of his or her monthly salary into the employee's 457 (b) plan account and the District will contribute three percent (3%) into the employee's 401 (a) plan account. This contribution will not reduce the employee's compensation for the purpose of calculating merit increases or any other payments which are based on the employee's base rate of pay.

Employees are provided a one-time option to contribute to the plan.; Employees employed on or before January 1, 2016 were given a one-time option to opt out effective January 1, 2016. New or promoted employees, upon initial eligibility for enrollment into the plan, will have the one-time option to opt out for the lifetime of the plan. Employees who exercised their right to opt out do not have the option to opt back in during the lifetime of the plan. The enrollment status of the participant (active contributor or opt-out non-participant) will remain in effect for the lifetime of the plan.-

- E. For employees newly promoted or hired to positions at a date other than January 1, the District payment per calendar year shall be pro-rated for partial year employment.

**ARTICLE 9, SALARY ADMINISTRATION**

- A. Classifications shall be assigned to a salary range consisting of a minimum and a maximum amount of compensation for that range.

- B. Newly Hired Employee

1. A newly hired employee shall be compensated commensurate with his/her experience, skills, ability, and education. An exceptional candidate hired above the midrange of the salary range must have the approval of the General Manager.
2. A new employee shall be eligible for a merit performance review upon six months of employment and at one year of employment. The merit increase shall follow the guidelines below taking into account the quartile the employee is hired at and the overall performance rating:

SALARY QUARTILES				
	0-25%	26-50%	51-75%	75% - Control Point
	1	2	3	4
<u>Performance Rating</u>				
Proficient	7%	6%	5%	4%
Highly Effective	8%	7%	6%	5%
Superior	Increase may be above guideline at manager discretion			

After the first full year, the employee shall be reviewed for merit each anniversary date. For 2022 only, employees with an anniversary date from January 1 to July 1, will have their merit increase prorated on a 1/12 basis so that the employee shall not be provided with a larger increase than they would be entitled to on the July 1 review cycle. Example: An employee with an anniversary date on April 1, 2022 received an annual merit review on July 1, 2021 and will receive their next merit review effective April 1, 2022. The employee will be eligible for a merit increase adjustment equal to 9/12 of the last increase. If the last increase was 5%, then the increase will be 3.74%. The employee’s next merit review will be effective April 1, 2023. This will result in an equivalent annual salary.

For 2022 only, employees with an anniversary date from July 1 to December 31 will receive an annual merit review on July 1, 2022 and again on their anniversary date. The merit increase associated with their 2022 anniversary date shall be prorated on a 1/12 basis so that the employee shall not exceed 12 months without a merit review. Example: An employee with an anniversary date on October 1 received an annual merit review on July 1, 2021 and will receive their next merit review on July 1, 2022. On their anniversary date on October 1, 2022, the employee will be eligible for a merit increase adjustment equal to 3/12 of the last increase. If the last increase was 5%, then the increase will be 1.25%. Thereafter, the employee will be on an anniversary date review cycle. This will result in an equivalent annual salary.

3. In no event shall any merit increase exceed the control point for the classification.

C. Newly Promoted Employee

1. A newly promoted employee shall generally receive a 5% increase or the minimum of the classification, but cannot exceed the control point of the higher classification.
2. A newly promoted employee shall be eligible for a merit performance review after six months and after one year in the new position. The guidelines for merit performance increases in B-2 shall apply to newly promoted employees.

D. Merit Increase Not Granted

When a merit increase is not granted due to the employee not meeting performance expectations, the supervisor shall set a date for a special review outlining performance improvements that must be achieved. If the special review is at a minimum considered to be overall proficient, the supervisor may grant a merit increase but it shall not be retroactive.

E. Salary for Out-of-Class Assignment

1. When, in the determination of the Department Director and with the approval of the General Manager, it is necessary to specifically assign to an employee in writing all of the significant duties of a higher classification for at least four (4) workweeks in a three month period, the employee so assigned shall be compensated at the minimum rate established for the higher classification or 5% above the employee's regular base rate of pay, whichever is greater, with such out-of-class assignment pay effective upon the date of the change of assignment. For purposes of this article, the out-of-class workweek shall begin on the day the employee begins the duties of the higher classification, as specified in the written assignment. At the time an employee returns to his/her regular position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be reassigned from that appointment without the right of appeal or hearing.
2. An employee performing in an approved out of class assignment will be entitled to prorated benefits, when applicable.

F. Priority of Increases

When more than one personnel action involving changes in an employee's salary status becomes effective on the same day, all changes shall be in accordance with the provisions of the preceding sections of this article, and shall take place in the following order of precedence: 1) merit increase 2) promotion, demotion, or reclassification 3) adjustment to salary range.

**ARTICLE 10, OVERTIME & COMPENSATORY TIME OFF**

- A. Employees in positions determined by the District to be exempt under the Fair Labor Standards Act will be paid or provided compensatory time at the straight time rate for hours worked in excess of 40 hours in a work week. These same employees will not be required to utilize any paid leave time (sick, vacation, or compensatory time) for absences of less than a full day. These employees are required to track time worked on a daily basis solely for the purposes of computing overtime pay in accordance with Article 10 "Overtime & Compensating Time" of the MOU.
- B. Overtime work may be required of any employee whenever management deems it necessary.

- C. Overtime pay is compensation for hours worked in excess of 40 hours in a workweek. For purposes of overtime, all paid leave hours (excluding paid sick leave hours) shall be considered.
- D. Overtime work shall be credited to the nearest tenth of an hour.
- E. Employees who work overtime shall be entitled to additional compensation as outlined below.
  - 1. Holiday Time  
Employees working on scheduled holidays will be compensated at straight time at the employee's regular rate in addition to regular pay for the holiday.
  - 2. Compensatory Time Off in Lieu of Overtime Pay
    - a. If an employee is authorized to work overtime, the employee may choose to be compensated by pay or compensatory time off (CTO). If an employee chooses CTO it shall be at the rate of straight time hours off for each hour worked in excess of 40 hours in a workweek (excluding paid sick leave).
  - 3. Accumulated CTO may not exceed a bank of 60 hours. If an employee reduces the CTO bank below 60 hours, then he/she may opt for CTO accrual for future overtime worked until he/she again reaches the 60 hour limit.
  - 4. CTO may be used with pre-approval of the employee's supervisor. Such time cannot be used in lieu of sick leave when sick leave is available and appropriate for the required work absence.

#### **ARTICLE 11, STANDBY TIME**

- A. Part of the duties of each employee may include being available for call-out overnight. The period during which an employee is assigned to be available for such call-outs is designated as Standby Time.
- B. An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out. The parties agree that employees on Standby Time, as defined above, are "waiting to be engaged."
- C. Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.
- D. Employees available for call-out while on Standby will be compensated at the rate of \$5.00 per hour for all hours except those hours compensated as work hours. If an employee is called back to work while on Standby, the time begins for the employee when he/she receives the call and ends when he/she returns either to his/her home or a location the same distance from the work location to his/her home if the employee is not returning home.

**ARTICLE 12, SENIORITY RECOGNITION**

The District recognizes seniority and provides for the following cash sums payable annually as of January 1st of each year:

After 10 years of District Service	\$400
After 15 years of District Service	\$600
After 20 years of District Service	\$800

**CHAPTER 3, BENEFITS**

**ARTICLE 13, RETIREMENT – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM AND SOCIAL SECURITY/MEDICARE**

A. The District contracts with the California Public Employee Retirement System (CalPERS) to provide retirement benefits to employees in the unit. Employees who are described as “classic employees” under the Public Employees’ Retirement Law, receive the 2% at 55 benefit formula. The District provides Full Formula CalPERS coverage for past and future service of its employees. Employees are eligible to retire at age 50. Classic employees shall pay their seven percent (7%) member contribution.

Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period.

PEPRA employees will pay one-half of the total normal cost rate as determined by CalPERS.

- B. The District pays the required employer contribution for employees’ retirement benefit as required by CalPERS.
- C. The District also participates in the Social Security program of the Federal government. FICA/Medicare tax will be deducted from an employee’s pay as required by Federal law.

**ARTICLE 14, HEALTH AND WELFARE INSURANCE**

A. Life Insurance

Life insurance equivalent to the sum of \$50,000 plus one year's salary is provided by the District for each regular full-time employee upon completion of one month of continuous employment with the District and upon submission of application for membership. Employees not applying within thirty (30) days will be required to provide medical evidence of insurability.

(NOTE: There is a tax liability for life insurance in excess of \$50,000 per year.)

B. Dental Insurance

- 1. The District provides dental insurance for regular, full-time employees, his or her spouse, and unmarried dependent children who are under 26 years or children who have a physical or mental disability regardless of age, are eligible for dental coverage on the first of the month following the date of hire. Subscribing members may add new dependents within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.



2. The District's dental insurance provides orthodontia coverage for a lifetime maximum of \$2,000.00 for the employee and each dependent.

C. Disability Insurance

1. The District shall provide short and long-term disability insurance for each employee. The District retains the right to select a plan(s) different from the current plan. Coverage commences after the employee has completed one month of continuous employment with the District and upon submission of an application for enrollment.
2. An employee eligible for disability benefits shall use available sick leave to cover time off during the 30 calendar day elimination period. After the elimination period, the employee has the option of using the balance of his/her sick leave or vacation leave to coordinate with gross income. The monthly benefit for the long-term disability plan will be two-thirds of the employee's monthly base up to a maximum of \$5,500.00.

D. Medical Coverage

The District shall make every reasonable effort to provide health insurance coverage to employees in this Group subject to the District retaining the right to select a plan(s) different from the current plan.

E. Health Insurance

1. Coverage

The parties agree that the District may select an insurance plan different from the current plan. Specific medical insurance plan information is available on the District's intranet.

2. District Contribution

Effective January 1, 2022, the District shall pay up to \$1,860.48 per month for the employee's selected medical insurance plan (which represents 98% of the Kaiser HMO family plan). Any premium cost above the District's contribution shall be borne by the employee or retired employee. An employee who elects to enroll in a medical plan that exceeds the District's contribution shall pay the difference through automatic pre-tax payroll deductions as permitted by IRS Code Section 125.

Effective January 1, 2023, and each January 1, thereafter, the District's contribution towards the employee's selected medical insurance plan shall be adjusted based on the average change among the District's offered plans (Anthem Blue Cross Classic PPO, Anthem Blue Cross Advantage PPO, Anthem Blue Cross California Care HMO, or Kaiser Permanente HMO Plans) from the prior year's monthly premium. The adjustment will not be less than 0% and will not exceed 5.0%. In the event that the average change in monthly premium exceeds 5.0%, the excess shall be paid by the employee through automatic pre-tax payroll deductions as permitted by IRS Code Section 125.

3. Maintenance of Effort

In the event of a statutory mandate reducing the District's financial obligation to fund medical insurance, the parties agree that the difference in money between the newly mandated level and the previous level shall continue to be available to the Unit either in the form of a cash bonus or to purchase other benefits, at the discretion of the Association.

4. Eligibility

The employee, his or her spouse, and unmarried dependent children who are under 26 years or children who have a physical or mental disability regardless of age, are eligible for hospital and medical coverage on the first of the month following the date of hire. Subscribing members may add new dependents without a health statement within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

5. Extension of Coverage

The District will continue to contribute to an employee's medical, dental, vision, short term disability/long term disability and basic life insurance premium up to six (6) months during sickness or injury on the same terms and conditions as prior to the period of absence. Insurance will not be continued for leave-of-absence without pay for causes other than sickness or injury.

6. Retirees

If the parties change plans or providers there shall be no change to the level of health insurance benefits provided for District retirees.

- a. Notwithstanding the above, the parties agree that for employees hired prior to March 31, 2006 who have at least five years of LVMWD service they shall have a retiree medical contribution equal to 100% of either the employee only (if the employee does not have a dependent) or the employee plus one (if the employee has a dependent) of any District plan (then being provided). If the employee has a dependent, the employee must designate the dependent at the time of retirement. .
- b. The parties also agree that retirees and covered dependents who reach the age of 65 must enroll in Medicare Part A and B no later than one month prior to their 65<sup>th</sup> birthday. Enrollment in Part D will be required if the provider of the health plan offers premium subsidies or incentives or requires enrollment in Medicare Part D. The District will be obligated to contribute the cost of the medical premiums only for those covered as provided herein.
- c. The parties agree that employees hired after March 31, 2006 and prior to July 1, 2013, shall receive a retiree medical contribution in the amount of 75% of either the employee only PPO rate (if the employee does not have a dependent) or the employee plus one PPO rate (if the employee has a dependent) if the employee retires with at least 10 years of District service and is age 55 or older at retirement.
- d. The parties agree that for employees hired after July 1, 2013, with at least 10 years of District service who are age 55 or older at retirement, their retiree medical benefit shall be in the amount of 75% of the least expensive plan offered by the District at the time of retirement at the employee only level.

F. Vision Care

The District will provide a vision program through a third party vendor at no cost to the employee. The employee may elect to cover his or her spouse, and unmarried dependent children who are under 26 years or children who have a physical or mental disability regardless of age, are eligible for

vision coverage on the first of the month following the date of hire, by paying for such coverage. Subscribing members may add new dependents thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

#### **ARTICLE 15, EDUCATIONAL ASSISTANCE PROGRAM**

The Department Director may authorize attendance of employees at classes at District expense where the direct benefit to the District warrants. Employees must request pre-authorization to obtain reimbursement. A refund of expenditures, to a maximum of \$685.00 per class, for registration and course supplies will be made to the employee upon presentation of proof of completion with a passing grade.

#### **ARTICLE 16, PROFESSIONAL ORGANIZATIONS REIMBURSEMENT**

The District supports memberships in professional organizations which benefit both the employee's field of expertise and the District by the employee's direct involvement in the organization. All requests for membership in professional organizations require Department Director approval and may be subject to an annual maximum.

#### **ARTICLE 17, PHYSICAL FITNESS PROGRAM**

An amount of \$500 shall be made available to employees covered by this Agreement every July 1<sup>st</sup> for payment of costs with primary emphasis on preventive health maintenance, relative to obtaining/receiving a comprehensive physical examination, membership to private gym facilities, purchase of home gym equipment, or membership for at-home fitness programs. Gym and at-home fitness memberships and purchase of home gym equipment will be reimbursed following proof of payment. Expenses will be reimbursed to the employee after they are incurred relative to receipt of a medical examination and required exam-related follow up procedures/activities to the extent such expenses are not covered by the employee's District-provided medical insurance coverage. Costs not covered by the dental or vision care programs are not reimbursable under this benefit.

Documentation must be provided to the General Manager of medical examination by a licensed physician before reimbursement will be authorized.

### **CHAPTER 4, LEAVES OF ABSENCE**

#### **ARTICLE 18, SICK LEAVE**

Full-time, regular employees are provided sick leave with pay under the conditions outlined below.

- A. If an employee has accumulated sick leave, it shall be used for the following:
  - 1. When an employee is ill.
  - 2. When a member of an employee's immediate family is ill and the employee must care for such ill family member subject to Family Medical Leave Act policy limits.
  - 3. For visits to doctors, dentists and optometrists for physicals, treatment or preventative care.
  - 4. For any other reason permitted by law.
  
- B. Sick leave accrual will be cumulative, without limit as to time, and if not taken in any given year, will be usable in subsequent year's employment, the purpose being to make sick leave available to an employee in times of urgent need.

- C. The amount of sick leave an employee accrues is computed to include weekends, holidays, paid vacation time and paid sick leave as continuous service.
- D. Accrual of sick leave will be at the rate of eight hours per calendar month beginning with the date of hire and computed to the date of termination, prorated to the nearest hour.
- E. The smallest unit for which sick leave will be granted will be one half-hour.
- F. An employee who is absent on sick leave may be contacted by his/her supervisor. For absences due to illness in excess of 5 days, or less, if justified in the opinion of the employee's supervisor, manager, or Department Director, the employee must obtain a statement from his/her doctor stating: (a) that the employee could not work during the period of absence; and (b) that the employee is now able to return to work.
- H. Sick Leave Buy-Back

Annually, in December, employees may submit an irrevocable election form to receive payment of accrued sick leave under the following conditions:

1. The employee must have earned and have current credit for one hundred and sixty (160) hours of unused sick leave, and the employee must have used 48 or fewer sick leave hours during the twelve months prior to the leave cash out. If each of these conditions is met, the employee may elect to receive pay at his or her base rate for 32 hours of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2021 will be for the December 2022 cash out. The 32 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.
2. The employee must have earned and have current credit for two hundred (200) hours of unused sick leave, and the employee must have used no sick leave during the twelve months prior to the leave cash out. If each of the conditions is met, the employee shall receive pay at his/her base rate for 48 hours of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2021 will be for the December 2022 cash out. The 48 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.

Irrevocable election forms will be provided by Human Resources.

Sick leave converted to cash may be deferred into the employees 457 deferred compensation plan subject to annual plan limits.

I. Sick Leave Payoff Upon Voluntary Termination of Employment

A program is provided for payment, upon voluntary resignation with notice, retirement or death, for accrued but unused sick leave. Vesting in the sick leave program and payment therefore will be on the following basis.

1. After five years of full-time, regular employment with the District (the sixth year), an employee will be paid, upon voluntary termination, retirement or death, for 25% of all hours of accrued but unused sick leave at the rate of his/her then current base rate. An additional 5% of all hours of accrued but unused sick leave of his/her salary will be paid for each additional completed year of service.
2. Upon completion of 20 years of service with the District, the employee would be paid for 100% of unused sick leave.
3. An employee who leaves the District through retirement shall have the option of (1) being paid for accrued but unused sick leave in accord with above and with the balance, if any, being applied as PERS retirement credit, or (2) receiving no payment and instead having all accrued but unused sick leave applied as PERS retirement credit.

**ARTICLE 19, VACATION**

Vacations are subject to approval of the Supervisor, employees will be granted vacation leave with pay, if they have enough accrued vacation time to cover the amount of leave requested.

A. Accrual

The number of hours an employee accrues for vacation leave with pay is computed as follows:

1. Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on a pro-rated basis.

<b>During Service Years</b>	<b>Annual Accrued Hours</b>	<b>Hours Accrued at end of Each Pay Period <u>(based on 26 pay periods)</u></b>
1,2&3	104	4.00
4,5 & 6	112	4.31
7, 8 & 9	120	4.62
10, 11 & 12	128	4.92
13,14 & 15	136	5.23
16, 17 & 18	144	5.54
19, 20 & 21	152	5.85
22, 23 & 24	160	6.15
25 & above	168	6.46

2. The maximum number of vacation hours that may be earned in any year is 168.
3. Accrual of vacation time will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest one-half day.

- B. The vacation leave time earned each year will be available to the employee for vacation or may be accrued, wholly or partially, in the employee's Leave Account.
- C. Normally, no more than 311 hours will be permitted to accrue in an employee's Leave Account.
- D. The maximum vacation an employee can take is 21 consecutive working days, unless special circumstances warrant approval by the General Manager for a longer period.
- E. Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- F. When an employee is discharged or terminated, he/she will be paid for his/her accumulated vacation leave at his/her then current base rate of pay.
- G. In computing the amount of vacation leave accrual, holidays, weekends, paid vacation time and paid sick leave will be included as continuous service.
- H. Vacation generally cannot be taken in lieu of sick leave except in certain family leave qualifying events.

**ARTICLE 20, LEAVES OF ABSENCE**

- A. A leave of absence without pay may be granted by Department Directors for up to 40 hours within a fiscal year. Such leaves do not require the General Manager's approval.
- B. Such leave without pay must be pre-approved before the time can actually be used. Also, such leaves may be taken even if the employee has existing comp time or vacation on the books. In no case, may a leave of absence without pay exceed 40 hours in a fiscal year without the General Manager's approval.
- C. In addition, leave without pay may be granted by the General Manager and shall not exceed a continuous period of 30 calendar days, except for extended unpaid sick leave, military leave, pregnancy leave, parental leave, and family and medical leave, or for leave as permitted by law.
- D. Vacation and sick leave benefits are not earned nor holidays paid during leave without pay. Leave of absence without pay includes leave where the District is not paying wages to the employee.

**ARTICLE 21, HOLIDAYS**

- A. The District shall observe the holidays listed below and upon which the District is normally closed:

- January 1
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day

Thanksgiving Day and the following Friday  
December 24  
December 25  
December 31

- B. If any of the holidays set forth above falls on the first day of an employee's weekend, the holiday will be observed on the previous work day.
- C. If any of the holidays set forth above falls on the last day of an employee's weekend, the holiday will be observed on the following work day.
- D. A weekend is any two or three regularly scheduled consecutive days off. An employee working a 9/80 workweek will alternate between two and three-day weekends.
- E. The December 24/25 and December 31/January 1 holidays often provide four consecutive days off for employees. If the holiday schedule provides four-day weekend for employees with Monday through Friday schedules then the District will try to schedule four consecutive days off for employees working an irregular workweek.

#### **ARTICLE 22 , BEREAVEMENT LEAVE**

An employee may be provided up to 27 hours paid leave due to the death of a member of the employee's immediate family. An employee that must travel more than 500 miles one way to attend services of the employee's immediate family member may be provided up to 40 hours paid leave. "Immediate family" is designated as the spouse/registered domestic partner, child, parent, sibling, grandparent or grandchild of the employee or the employee's spouse/registered domestic partner. If additional time off is required, the employee may request sick leave.

#### **ARTICLE 23, JURY DUTY**

Full-time, regular employees will be paid his/her regular salary while he/she is on jury duty for up to 80 hours per fiscal year, less the amount received from the Court for such service as a juror. An attendance record from the Court for the time spent on jury duty and a copy of the check for such service must be submitted to the District's payroll section. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

#### **CHAPTER 5, EMPLOYEE/EMPLOYER RELATIONS**

#### **ARTICLE 24, DISCIPLINARY PROCEDURE**

Disciplinary action should be initiated when the employee's performance or conduct falls short or below expected standards of performance or conduct. The seriousness of the offense and prior discipline or corrective actions will be considered in determining the level of disciplinary action required.

Generally, the following sequence will be followed in the process of correcting performance or conduct. It is highly recommended that the Human Resources Manager be consulted prior to initiating any disciplinary actions,

##### A. Supervisor Conference

1. The supervisor will confer with the employee about the areas needing improvement and reach a clear understanding of expectations, which will be reduced to writing, to bring the

performance or conduct to acceptable standards. Depending on the seriousness of the employee's substandard performance or conduct, the supervisor may document the discussion in writing.

2. In some cases, especially if counseling fails to result in marked improvement, the supervisor may initiate a Performance Improvement Plan (PIP). The PIP will include 1) a description of the areas in which the employee is not meeting expectations, 2) a description of what the employee must do to meet performance expectations, 3) the time period (generally no more than 90 days) to attain the expected performance expectations, and 4) a statement of the consequences of failing to bring the performance expectations to acceptable level. Both the supervisor and the employee must sign the PIP.

#### B. Reprimands

In the event the supervisor's counseling, warning, or PIP does not result in improvement of performance to acceptable levels, the supervisor may prepare a written reprimand. The supervisor shall submit the written reprimand to the Division Manager or Department Director. After reviewing the reprimand, the Division Manager or Department Director, depending on the seriousness of circumstances and the facts, may call for a meeting with the employee and the supervisor to discuss the charges and obtain the employee's side of the issues. The Division Manager or Department Director will then issue a decision to authorize the reprimand or render a different decision. The written reprimand will put the employee on notice that failure to correct performance or conduct may result in more serious disciplinary actions, up to and including termination.

1. Notwithstanding the above, a reprimand may be issued to an employee without prior counseling or warning depending on the seriousness of the offense, performance, or conduct.
2. An employee has the right to respond in writing and have the response attached to the reprimand as part of the personnel file.

#### C. Severe Disciplinary Actions

1. Severe disciplinary actions are defined as demotion/transfer, suspension without pay, or termination.
2. The District may impose disciplinary actions on a case by case basis when warnings, reprimands, or other corrective actions have failed to improve expected standards of performance or conduct, or when the offense, conduct or violation is deemed to be severe and warrants discipline up to and including termination. The severity of the disciplinary action will consider the employee's previous history of performance, conduct and disciplinary actions.
3. A Division Manager may recommend severe disciplinary actions to the Department Director. It is the responsibility of the Department Director in consultation with the Human Resources Manager and, where appropriate, the Division Manager, to prepare the documentation and notice of proposed disciplinary action. The Department Director will meet with the employee to review the proposed disciplinary action and hear any response by the employee.



4. Unless rescinded by the Department Director, the employee may appeal the proposed disciplinary action to the General Manager within seven calendar days. The General Manager will schedule a meeting with the employee within seven calendar days of receiving notice of the appeal. The General Manager will render a written decision within seven calendar days of the meeting.
5. The employee may appeal the General Manager's decision to the Board of Directors by giving written notice to the General Manager within seven calendar days of receipt of the General Manager's written decision. The Board of Directors will consider the appeal at one or more regularly or specially scheduled meetings within a reasonable period of time. The decision of the Board is final.

## **ARTICLE 25, GRIEVANCE PROCEDURE**

A grievance is a claim by one or more persons of a violation, misinterpretation or inequitable application of the rules and regulations or memorandum of understanding applicable to the employees. A dispute over the terms of the Agreement or a dispute concerning a performance evaluation shall not constitute a grievance.

### **A. Processing the Grievance -- Step No. 1**

Informal Discussion with Supervisor:

1. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate Supervisor within 7 calendar days from the date of the action causing the grievance. The immediate Supervisor shall respond within 7 calendar days. Every effort shall be made to resolve the grievance between the employee and his/her immediate Supervisor.
2. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Department or Division Head within 7 calendar days after receipt of the immediate Supervisor's response.

### **B. Processing the Grievance -- Step No. 2**

Review by Division or Department Director or designee:

1. Within 7 calendar days after receiving the written grievance, the Department or Division Head shall meet with all parties concerned, and they shall thoroughly discuss the grievance.
2. The Department or Division Head shall give his/her written decision within 7 calendar days after the discussion.

### **C. Processing the Grievance -- Step No. 3**

Review by General Manager:

1. If the grievance has not been satisfactorily resolved by the Department or Division Head, the grievance may be submitted to the General Manager within 7 calendar days. Within 7 calendar days after receiving the written grievance, the General Manager shall schedule a meeting with all parties concerned, and they shall thoroughly discuss the grievance.

2. The General Manager shall give his written decision within 7 calendar days. If the aggrieved feels that the decision of the General Manager is unjust, a final appeal may be made to the Board of Directors within 7 calendar days. The decision of the board is final.
- D. The employee at any step of the grievance procedure may represent himself/herself, may be represented by a fellow employee, attorney, or any other person he/she may choose. Employee representatives must take pre-approved time off.
- E. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of both parties in writing. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the immediate Supervisor or Department or Division Head or General Manager fails to respond within the time limits specified, unless prior mutually agreeable arrangements are made.

#### **ARTICLE 26, LAYOFFS**

In the event the work load of the District decreases to the point where lay-off of otherwise satisfactory employees is required, lay-offs within each classification will be determined by the General Manager on the basis of merit, as determined by his/her performance reports for his/her current classification, and will be subject to two weeks' notice or severance pay, at the discretion of the employee. For 24 months employees so laid off will be called to resume work prior to District recruiting to fill jobs created by an increase in the District's workload for the classification in question.

#### **ARTICLE 27, PEACEFUL PERFORMANCE**

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents within the District service area.
- B. Consequently, the Association agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District during any period in which an Agreement is in effect, or during any period in which an expired Agreement has remained in effect while the parties negotiate a successor Agreement.
- C. In the event of any such work-stoppage by any member of the Unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this Agreement, whether by, the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.

- E. If in the event of a work-stoppage, the Association promptly and in good faith performs the obligations of this Section, and, providing, the Association has not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this Section.
- F. However, the District shall have the right to discipline, subject to due process, including discharge, any employee who instigates, participates in, or gives leadership to, work-stoppage activity herein prohibited.
- G. The District and the Association shall have the right to seek full legal redress.

#### **ARTICLE 28, PERFORMANCE**

Each District employee is expected to:

- A. Work in harmony with his/her supervisor and fellow employees.
- B. Not use District facilities or time during which he/she is being paid by the District, on personal projects.
- C. Refrain from activities or personal conduct on the job that would cast discredit on the District, its management, or employees.

#### **ARTICLE 29, TELECOMMUTING**

Telework has been found to benefit society by reducing energy consumption, decreasing environmental pollution, and reducing traffic congestion. Additionally, telework has been found to benefit employers and employees by reducing office costs, saving commuting costs, allowing flexibility in work schedules, and promoting a positive work/life balance. The Department Director may approve occasional or regular partial or full day telecommuting schedules that meet the operational needs and policies of the District, up to two (2) partial or full days per week. Telecommuting is subject to the terms and conditions of the District Telecommuting Policy.

#### **ARTICLE 30, SEPARATION FROM THE DISTRICT**

- A. An employee resigning or leaving work without two weeks' notice will be considered discharged insofar as the application of these rules and regulations is concerned.
- B. Resignations will be effective upon the last day worked, and payment will be made on the next payday for any accrued vacation leave.
- C. An employee separating from the District in good standing is expected to refrain from using paid time off during the final two weeks of his or her tenure with the District.

#### **ARTICLE 31, FULL UNDERSTANDING, MODIFICATION AND WAIVER**

- A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters in this Agreement, and any prior or existing understanding or agreements, whether formal or informal, regarding such matters are superseded and terminated.

Management will continue to administer the formal and informal terms and conditions of employment in a reasonable manner.

- B. The Association and the District agree that during the negotiations which resulted in this

Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of employee-employer relations. Therefore, this Agreement represents the only Agreement of the parties which may provide for changes in terms and conditions of employment as a result of negotiations and/or actual adoption and implementation of the provisions of this Agreement.

- C. During the term of this Agreement, neither the District nor the Association shall be obligated to Meet and Confer on any matter:
  - 1. Whether or not specifically referred to in this Agreement;
  - 2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
  - 3. Whether or not the matters were proposed and later withdrawn during negotiations.
- D. No change to this Agreement will be binding upon either party unless made in writing and signed by the parties
- E. The waiver of appeal of any breach of any term or condition of this Agreement by either party shall not constitute a precedent or in any way bar the future enforcement of all contractual terms and provisions.

#### **ARTICLE 32, DISTRICT RIGHTS**

It is the exclusive right of the District to determine the mission of each of its constituent departments, board, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the District to direct its employees and evaluate their work performance, take disciplinary action for cause, relieve its employees from duty because of lack of work or for cause, and determine the methods, means and personnel by which the District's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.


#### **ARTICLE 33, EMPLOYEE RIGHTS**

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his/her exercise of these rights.

For Las Virgenes Manager, Supervisor,  
Professional and Confidential  
Employees Association:


DocuSigned by:  
  
D4849EAC7A2D4DB  
Vicky Barker, Negotiator


For Las Virgenes MWD:

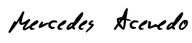
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Adrianna E. Guzman, Negotiator


DocuSigned by:  
  
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Andy Arenas  
Bargaining Team Member

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Donald Patterson, Director of Finance  
and Administration

DocuSigned by:  
  
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Shawn Triplett  
Bargaining Team Member

DocuSigned by:  
  
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Sophia Crocker, Human Resources  
Manager

DocuSigned by:  
  
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Mercedes Acevedo  
Bargaining Team Member


DocuSigned by:  
  
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Robert Glasson  
Bargaining Team Member

Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes  
Municipal Water District Board of Directors, at their meeting of December 21, 2021.

DocuSigned by:  
  
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David W. Pedersen  
General Manager

1/4/2022  
Date

Approval as to form:

DocuSigned by:  
  
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W. Keith Lemieux  
Legal Counsel

1/4/2022  
Date

## Appendix A

### LVMWD Supervisors, Professionals and Confidential Classifications- covered by this Agreement Salary Table – January 1, 2022

SUPERVISORS, PROFESSIONAL AND CONFIDENTIAL UNIT SALARY SCHEDULE Effective 01/01/2022				
Classification	Range	Time Base	January 2022	
			Entry	Top
Accountant	M66	Hourly	\$41,537.6	\$54,007.2
		Monthly	\$7,199.85	\$9,361.25
		Annual	\$86,398.21	\$112,334.98
Accounting Supervisor	M98	Hourly	\$56,888.0	\$73,964.8
		Monthly	\$9,860.59	\$12,820.57
		Annual	\$118,327.04	\$153,846.78
Administrative Services Coordinator	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Assistant Engineer	M79	Hourly	\$47,288.8	\$61,474.4
		Monthly	\$8,196.73	\$10,655.56
		Annual	\$98,360.70	\$127,866.75
Associate Engineer	M92	Hourly	\$53,809.6	\$69,971.2
		Monthly	\$9,327.00	\$12,128.34
		Annual	\$111,923.97	\$145,540.10
Chief Water Reclamation Plant Operator	M88	Hourly	\$51,719.2	\$67,246.4
		Monthly	\$8,964.66	\$11,656.04
		Annual	\$107,575.94	\$139,872.51
Compost Operations Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Construction Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Customer Service Office Supervisor	M85	Hourly	\$50,200.8	\$65,260.0
		Monthly	\$8,701.47	\$11,311.73
		Annual	\$104,417.66	\$135,740.80
Customer Service Operations Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Customer Service Program Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Electrical/Instrumentation Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Engineering Program Manager	M114	Hourly	\$66,892.8	\$86,964.8
		Monthly	\$11,594.75	\$15,073.90
		Annual	\$139,137.02	\$180,886.78
Facilities Maintenance Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Financial Analyst I	M63	Hourly	\$40,331.2	\$52,426.4
		Monthly	\$6,990.74	\$9,087.24
		Annual	\$83,888.90	\$109,046.91
Financial Analyst II	M77	Hourly	\$46,342.4	\$60,268.0
		Monthly	\$8,032.68	\$10,446.45
		Annual	\$96,392.19	\$125,357.44
HR Analyst I	M63	Hourly	\$40,331.2	\$52,426.4
		Monthly	\$6,990.74	\$9,087.24
		Annual	\$83,888.90	\$109,046.91
HR Analyst II	M77	Hourly	\$46,342.4	\$60,268.0
		Monthly	\$8,032.68	\$10,446.45
		Annual	\$96,392.19	\$125,357.44
Water Quality Supervisor	M88	Hourly	\$51,719.2	\$67,246.4
		Monthly	\$8,964.66	\$11,656.04
		Annual	\$107,575.94	\$139,872.51
Management Analyst I	M63	Hourly	\$40,331.2	\$52,426.4
		Monthly	\$6,990.74	\$9,087.24
		Annual	\$83,888.90	\$109,046.91
Management Analyst II	M77	Hourly	\$46,342.4	\$60,268.0
		Monthly	\$8,032.68	\$10,446.45
		Annual	\$96,392.19	\$125,357.44
Network & SCADA Analyst	M85	Hourly	\$50,200.8	\$65,260.0
		Monthly	\$8,701.47	\$11,311.73
		Annual	\$104,417.66	\$135,740.80
Principal Technology Analyst	M98	Hourly	\$56,888.0	\$73,964.8
		Monthly	\$9,860.59	\$12,820.57
		Annual	\$118,327.04	\$153,846.78
Public Affairs Associate I	M63	Hourly	\$40,331.2	\$52,426.4
		Monthly	\$6,990.74	\$9,087.24
		Annual	\$83,888.90	\$109,046.91
Public Affairs Associate II	M77	Hourly	\$46,342.4	\$60,268.0
		Monthly	\$8,032.68	\$10,446.45
		Annual	\$96,392.19	\$125,357.44
Purchasing Supervisor	M85	Hourly	\$50,200.8	\$65,260.0
		Monthly	\$8,701.47	\$11,311.73
		Annual	\$104,417.66	\$135,740.80
Resource Conservation Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Senior Engineer	M108	Hourly	\$63,096.8	\$82,045.6
		Monthly	\$10,936.78	\$14,221.24
		Annual	\$131,241.34	\$170,654.85
SCADA Analyst	M85	Hourly	\$50,200.8	\$65,260.0
		Monthly	\$8,701.47	\$11,311.73
		Annual	\$104,417.66	\$135,740.80
Technical Services Support Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Water Systems Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06
Water Treatment Supervisor	M87	Hourly	\$51,220.0	\$66,580.8
		Monthly	\$8,878.13	\$11,540.67
		Annual	\$106,537.60	\$138,488.06