LAS VIRGENES MUNICIPAL WATER DISTRICT 4232 Las Virgenes Road, Calabasas, CA 91302

AGENDA REGULAR MEETING February 15, 2022, 9:00 AM

Public Participation for Meetings of Las Virgenes Municipal Water District Board of Directors in Response to COVID-19

Pursuant to AB-361 (Government Code Section 54953(e)), the Las Virgenes Municipal Water District Board of Directors finds health concerns dictate offering the public and directors the opportunity to attend board meetings via teleconferencing.

PUBLIC PARTICIPATION: Pursuant to AB-361 and given the current health concerns, this meeting is being conducted via Zoom Webinar and all attendees are muted by default. To join via computer, please use the following Zoom Webinar ID:

Webinar ID: https://us06web.zoom.us/j/85410248998

To join by telephone, please dial (669) 900-6833 or (346) 248-7799 and enter Webinar ID: 854 1024 8998

For members of the public wishing to address the Board during Public Comment or during a specific agenda item, please press "Raise Hand" if you are joining via computer, or press *9 if you are joining via phone.

Members of the public can also access and request to speak at meetings live on-line, with audio and limited video, at www.LVMWD.com/LiveStream. In addition, members of the public can submit written comments electronically for consideration at www.LVMWD.com/LiveStream. To ensure distribution to the members of the Las Virgenes Municipal Water District Board of Directors prior to consideration of the agenda, please submit comments 24 hours prior to the day of the meeting. Those comments, as well as any comments received during the meeting, will be distributed to the members of the Board of Directors and will be made part of the official public record of the meeting. Contact Josie Guzman, Executive Assistant/Clerk of the Board, at (818) 251-2123 or jguzman@lvmwd.com with any questions.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or other public comment may request such reasonable modification, accommodation, aid, or service by contacting the Executive Assistant/Clerk of the Board by telephone at (818) 251-2123 or via email to jguzman@lvmwd.com no later than 9:00 AM on the day before the scheduled meeting.

Members of the public wishing to address the Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols, complete a speakers' card, and hand it to the Clerk of the Board. Speakers will be recognized in the order the cards are received. A live webcast of the meeting will be available at LVMWD.com. Also, a web-based version of the speaker card is available for those who would like to submit written comments electronically or request to make public comment by telephone during the meeting.

The <u>Public Comments</u> agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may also present comments on matters on the agenda; speakers for agendized items will be recognized at the time the item is called up for discussion.

Materials prepared by the District in connection with the subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the District and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon request to the Clerk of the Board.

PLEDGE OF ALLEGIANCE

1 CALL TO ORDER AND ROLL CALL

2 APPROVAL OF AGENDA AND APPROVAL OF FINDINGS OF RESOLUTION NO. 2603 (AB 361)

3 **PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

4 CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine, noncontroversial and normally approved with one motion. If discussion is requested by a member of the Board on any Consent Calendar item, or if a member of the public wishes to comment on an item, that item will be removed from the Consent Calendar for separate action.

- A List of Demands: February 15, 2022 (Pg. 5) Receive and File
- B Minutes: Regular Meeting of February 1, 2022 (Pg. 44)

Approve

- C Directors' Per Diem: January 2022 (Pg. 53) Ratify
- D Claim by Alan Pine (Pg. 60)

Deny the claim by Alan Pine.

5 ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

- A MWD Representative Report (Pg. 82)
- B Legislative and Regulatory Updates
- C Drought and Water Supply Conditions Update (Pg. 88)
- D Coronavirus (COVID-19) Pandemic: Customer-Related Impacts

6 **TREASURER**

7 BOARD OF DIRECTORS

A **Re-divisioning of District Director Boundaries: Public Hearing (Pg. 93)** Conduct a public hearing in accordance with California Elections Code 22000 et seq., to receive public input and feedback on the proposed re-divisioning of the District Director boundaries; and schedule a second public hearing for approval of the re-divisioning on March 1, 2022.

8 FINANCE AND ADMINISTRATION

- Financial Review: Second Quarter of Fiscal Year 2021-22 (Pg. 99)
 Receive and file the financial review for the second quarter of Fiscal Year 2021-22.
- B Approval of Memorandum of Understanding with General and Office Units: January 1, 2022 through December 31, 2024 (Pg. 114)

Authorize the General Manager to execute the proposed Memorandum of Understanding with the General and Office Units for a term of January 1, 2022 through December 31, 2024.

9 NON-ACTION ITEMS

- A **Organization Reports**
- **B** Director's Reports on Outside Meetings
- C General Manager Reports
 - (1) General Business
 - (2) Follow-Up Items

D Director's Comments

10 FUTURE AGENDA ITEMS

11 **PUBLIC COMMENTS**

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12 CLOSED SESSION

A Conference with District Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(2)):

Tort Claim by Mont Calabasas

13 **OPEN SESSION AND ADJOURNMENT**

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: LYNDA LO-HILL, TREASURER

Payments for Board Meeting of : February 15, 2022

Deputy Treasurer has verified that all checks and wire transfers were issued in conformance with LVMWD Administrative Code Section 2-6.203.

	Wells Fargo Bank A/C No. 4806-994448		
Checks Nos. 103147 through 103240 were issued in the total amount of			\$ 2,508,003.29
Payments	through wire transfers as follows:		
		Sub-Total Wires	\$ -
		Total Payments	\$ 2,508,003.29
(Reference	is hereby to these demands on file in the District's Check Rep	gister and by this reference the	

same is incorporated herein and made a part hereof.)

CHECK LISTING FOR BOARD MEETING 02/15/22

		Check No. 103147 thru 103184 02/01/22	Check No. 103185 thru 103240 02/08/22	
Company Name	Company No.	Amount	Amount	Total
Datable Water Operations	101	17 005 02	220 022 24	246 700 17
Potable Water Operations		17,885.93	228,823.24	246,709.17
Recycled Water Operations	102	5,873.50	517.10	6,390.60
Sanitation Operations	130	819,330.30	7,496.40	826,826.70
Potable Water Construction	201			
Water Conservation Construction	203			
Sani- Construction	230			
Potable Water Replacement	301		181,237.02	181,237.02
Reclaimed Water Replace	302			-
Sanitation Replacement	330		2,362.50	2,362.50
Internal Service	701	142,549.62	45,552.20	188,101.82
JPA Operations	751	28,672.99	441,326.38	469,999.37
JPA Construction	752			-
JPA Replacement	754	245,556.28	340,819.83	586,376.11
	Total Printed	1,259,868.62	1,248,134.67	2,508,003.29
	Net Total	1,259,868.62	1,248,134.67	2,508,003.29



CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME INVOICE	INV DATE PO CHECK RUN	NET
	INVOICE DTL DESC	725 00
103147 02/01/2022 PRTD 3836 ADDICTION MEDICINE CONSULTANTS, I 12M22 Invoice: 12M22	01/25/2022 020122 DOT 2022 FEES-7 EE	735.00
735.00 701430 684000	DOT Testing	
	CHECK 103147 TOTAL:	735.00
103148 02/01/2022 PRTD 8560 ADVANCED UTILITY SYSTEMS MN00136518 Invoice: MN00136518	10/28/2021 020122 CIS SPPRT & MAINT 1/1-12/31/22	81,390.97
81,390.97 701420 621500	Equip Maintenance	
	CHECK 103148 TOTAL:	81,390.97
103149 02/01/2022 prtd 30256 JUSTIN AGUILERA 083408	02/01/2022 020122	178.17
Invoice: 083408 178.17 101 230500	REFUND BAL-CLOSED ACCT Deposit Refd Clearing-Billing	
	CHECK 103149 TOTAL:	178.17
		1/0.1/
103150 02/01/2022 PRTD 30253 MICHAEL ARCHER 088133 Invoice: 088133	02/01/2022 020122 REFUND BAL-CLOSED ACCT	65.00
65.00 101 230500	Deposit Refd Clearing-Billing	
	CHECK 103150 TOTAL:	65.00
	02/01/2022	47.00
103151 02/01/2022 PRTD 30259 CARL L BETZ 010152 Invoice: 010152	02/01/2022 020122 REFUND BAL-CLOSED ACCT	47.90
47.90 101 230500	Deposit Refd Clearing-Billing	
	CHECK 103151 TOTAL:	47.90
103152 02/01/2022 PRTD 8091 BROWN AND CALDWELL 45427865	12/30/2021 020122	1,920.03
Invoice: 45427865 1,920.03 754440 900000	P/E 11/25/21-PWP OPS SPPRT Capital Asset Expenses	
,,,,,,,,,,,,,,,,,,,,,	СНЕСК 103152 ТОТАL:	1,920.03
		_,
103153 02/01/2022 PRTD 20655 CANNON CORPORATION 78908 Invoice: 78908	01/04/2022 020122 P/E 12/31/21-CALLGS/LV INTRCNT	4,022.75
4,022.75 201440 900000	Capital Asset Expenses	
CANNON CORPORATION 78925	01/05/2022 020122 P/E 12/31/21-CORNELL P/S UPGRADE	29,435.40
29,435.40 301440 900000	Capital Asset Expenses	

7



CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME	INVOICE	INV DATE PO	CHECK RUN	NET
		INVOICE DTL DESC		
		CHECK	103153 TOTAL:	33,458.15
103154 02/01/2022 PRTD 20624 CONTRACTOR COMPLIANCE & MONITORI Invoice: 15584 572.00 2014		12/31/2021 DEC'21 COMPLIANCE MONIT Capital Asset Exper	020122 FORING ISES	572.00
		CHECK	103154 TOTAL:	572.00
103155 02/01/2022 PRTD 19033 DENOVO VENTURES, LLC Invoice: 75725 23,700.00 7014	75725 420 621500	01/01/2022 CLOUD SRV/DIST RCVRY-JA Equip Maintenance	020122 AN~MAR	23,700.00
		CHECK	103155 TOTAL:	23,700.00
103156 02/01/2022 PRTD 18441 EMPLOYEE RELATIONS NETWORK Invoice: 91965 77.72 7014	91965 430 681000	12/31/2021 EE BACKGROUND CHECK Recruitment Expense	020122	77.72
		СНЕСК	103156 TOTAL:	77.72
103157 02/01/2022 PRTD	0017092 440 900000	12/31/2021 P/E 12/25-TWIN LKS TANK Capital Asset Exper	020122 K REPLC Ises	6,454.69
		CHECK	103157 TOTAL:	6,454.69
103158 02/01/2022 PRTD 2654 FAMCON PIPE Invoice: \$100069877.001 3,328.25 1017	s100069877 700 551000	.001 01/10/2022 2220 CONSTRUCTION MATERIALS Supplies/Material	00100 020122	3,328.25
		СНЕСК	103158 TOTAL:	3,328.25
103159 02/01/2022 PRTD 2655 FERGUSON ENTERPRISES Invoice: 10660/PMT #13 728,064.47 3014		#13 12/03/2021 PMT #13 AMR/AMI PRJ P/E Capital Asset Exper	020122 = 11/26/21 ises	728,064.47
		СНЕСК	103159 TOTAL:	728,064.47
103160 02/01/2022 PRTD 19088 FRITTS FORD Invoice: F00592 44,882.95 3014	F00592 440 900000	01/12/2022 2220 2021 FORD F250 VIN-1199 Capital Asset Exper)	44,882.95
		СНЕСК	103160 TOTAL ·	44 882 95

CHECK 103160 TOTAL: 44,882.95

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CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME INVOICE	INV DATE PO CHECK RUN NET
	INVOICE DTL DESC
103161 02/01/2022 PRTD 21133 H20 INNOVATION USA, INC. CD122705 Invoice: CD122705 1,000.00 751750 541500	12/31/2021 22200005 020122 1,000.00 MEMBRANE MONITORING & MAINT O Outside Services
H20 INNOVATION USA, INC. II9700532 46,430.87 754440 900000	10% RETAINAGE-PWP DEMO
	CHECK 103161 TOTAL: 47,430.87
103162 02/01/2022 PRTD 2705 HACH COMPANY 12828296 Invoice: 12828296 361.12 701341 551000	01/11/2022 020122 361.12 CALIBRATION KIT D Supplies/Material
	CHECK 103162 TOTAL: 361.12
103163 02/01/2022 PRTD 7421 HAMNER, JEWELL AND ASSOCIATES 201343 Invoice: 201343 1,278.75 201440 900000	12/20/2021 020122 1,278.75 P/E 11/30-TWIN LAKES PS D Capital Asset Expenses
	CHECK 103163 TOTAL: 1,278.75
103164 02/01/2022 PRTD 20856 INTERNATIONAL PRINTING & TYPESETT 22713 Invoice: 22713 478.48 701410 620000	11/29/2021 020122 478.48 BUSINESS CARD MASTERS D Forms, Supplies And Postage
INTERNATIONAL PRINTING & TYPESETT 22517.7 Invoice: 22517.7 107.22 701410 620000	12/01/2021 020122 107.22 BUSINESS CARDS-M.S & S.H.) Forms, Supplies And Postage
	CHECK 103164 TOTAL: 585.70
103165 02/01/2022 PRTD 21197 JACOBS ENGINEERING GROUP INC. W9Y31200- Invoice: W9Y31200-012 171,323.89 754440 900000	P/E 11/25/21-PWP ADVISOR/MGR SRV
	CHECK 103165 TOTAL: 171,323.89
103166 02/01/2022 PRTD 30257 KIEWIT INFRASTRUCTURE WEST CO 087992 Invoice: 087992 1,500.00 101 230500	02/01/2022 020122 1,500.00 REFUND BAL-CLOSED ACCT D Deposit Refd Clearing-Billing
	CHECK 103166 TOTAL: 1,500.00

9



CASH ACCOUNT: 999 1 HECK NO CHK DATE TYPE	00100 Cash-General VENDOR NAME	INVOICE	INV DATE PO CHECK RUN	NET
			INVOICE DTL DESC	
103167 02/01/2022 PRTD Invoice: 210692	2789 LIEBERT CASSIDY WHITMORE	210692	12/31/2021 020122 P/E 12/31-LGL CONSLT-VACC NEGOTN	78.00
	78.00 7014	650000	Legal Services	
Invoice: 210693	LIEBERT CASSIDY WHITMORE	210693	12/31/2021 020122 P/E 12/31-LGL CONSLT-SPC NEGOTN	1,326.00
	1,326.00 7014	650000	Legal Services	
Invoice: 210694	LIEBERT CASSIDY WHITMORE	210694	12/31/2021 020122 P/E 12/31-LGL CONSLT-MGMT NEGOTN	351.00
	351.00 7014	650000	Legal Services	
Invoice: 210695	LIEBERT CASSIDY WHITMORE	210695	12/31/2021 020122 P/E 12/31-LGL CONSLT-GEN NEGOTN	5,070.00
11101000 2100000	5,070.00 7014	650000	Legal Services	
			CHECK 103167 TOTAL:	6,825.00
103168 02/01/2022 PRTD	30245 WAYNE MAKURDSIK	068124	02/01/2022 020122	260.69
Invoice: 068124	260.69 101	230500	REFUND BAL-CLOSED ACCT Deposit Refd Clearing-Billing	
			CHECK 103168 TOTAL:	260.69
103169 02/01/2022 PRTD	30242 PAUL MC MICHAEL	008795	02/01/2022 020122	75.33
Invoice: 008795	75.33 101	230500	REFUND BAL-CLOSED ACCT Deposit Refd Clearing-Billing	
			CHECK 103169 TOTAL:	75.33
	30254 DENNIS & JANE MCCOY	013185	02/01/2022 020122	400.00
Invoice: 013185	400.00 101	230500	REFUND BAL-CLOSED ACCT Deposit Refd Clearing-Billing	
			CHECK 103170 TOTAL:	400.00
103171 02/01/2022 PRTD Invoice: 1135406	21264 MICHAEL BAKER INTERNATIONAL, INC 5,767.79 3014		12/19/2021 020122 P/E 11/28-GENSETS-PW P/S Capital Asset Expenses	5,767.79
			CHECK 103171 TOTAL:	5,767.79
103172 02/01/2022 PRTD Invoice: 10185	21558 MKN-MICHAEL K NUNLEY & ASSOCIATE 3,153.82 7013		01/05/2022 020122 P/E 12/31/21-STANDARDS & SPEC UPDT Outside Services	3,153.82



	100100 Cash-General VENDOR NAME	INVOICE	INV DATE PO	CHECK RUN	NET
			INVOICE DTL DESC CHECK	103172 TOTAL:	3,153.82
			CHECK	103172 TUTAL.	3,133.02
103173 02/01/2022 PRTD Invoice: 083717	30258 MORRISON RANCH ESTATES HOA C/0 1,408.42 10		02/01/2022 REFUND BAL-CLOSED ACCT Deposit Refd Cleari	020122 ng-Billing	1,408.42
			CHECK	103173 TOTAL:	1,408.42
103174 02/01/2022 PRTD Invoice: 140-DEC'21	20728 OLIVAREZ MADRUGA LEMIEUX & O'M 1 7,772.00 70 201.40 70 11,503.04 70	01121 650000 01121 650000	12/31/2021 LEGAL SERVICES-DEC'21 Legal Services Legal Services Outside Services	020122	19,476.44
			СНЕСК	103174 TOTAL:	19,476.44
103175 02/01/2022 PRTD	30255 DOUGLAS PACE	013812	02/01/2022	020122	244.97
Invoice: 013812	244.97 10	01 230500	REFUND BAL-CLOSED ACCT Deposit Refd Cleari	ng-Billing	
			CHECK	103175 TOTAL:	244.97
103176 02/01/2022 PRTD Invoice: 172104826	20334 PRUDENTIAL OVERALL SUPPLY 51.79 79 68.80 70		12/03/2021 12/21 UNIFORMS/MATS/TOW Supplies/Material Uniforms	020122 ELS	120.59
	PRUDENTIAL OVERALL SUPPLY	172106149	12/09/2021	020122	120.59
Invoice: 172106149	51.79 7 68.80 70		12/21 UNIFORMS/MATS/TOW Supplies/Material Uniforms	ELS	
Invoice: 172107616	PRUDENTIAL OVERALL SUPPLY	172107616	12/16/2021	020122	120.59
1100100. 172107010	51.79 7 68.80 70		12/21 UNIFORMS/MATS/TOW Supplies/Material Uniforms	ELS	
Invoice: 172109022	PRUDENTIAL OVERALL SUPPLY	172109022	12/23/2021 12/21 UNIFORMS/MATS/TOW	020122	120.59
THAPTCE: T15T03055	51.79 7 68.80 70		Supplies/Material Uniforms	ELJ	
THUR 170110440	PRUDENTIAL OVERALL SUPPLY	172110443	12/30/2021	020122	120.59
Invoice: 172110443	51.79 75 68.80 70		12/21 UNIFORMS/MATS/TOW Supplies/Material Uniforms	ELS	
	PRUDENTIAL OVERALL SUPPLY	172103537	11/29/2021	020122	35.04



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDO		INVOICE	INV DATE PO	CHECK RUN	NET
			INVOICE DTL DESC		
Invoice: 172103537		21.44 101600 5510 13.60 701999 7316			
Invoice: 172104995		PLY 1721049 21.44 101600 5510 13.60 701999 7316	12/21 UNIFORMS/MATS/TOWELS Supplies/Material	020122	35.04
Invoice: 172106688	PRUDENTIAL OVERALL SUP	PPLY 1721066 21.44 101600 5510	88 12/13/2021 12/21 UNIFORMS/MATS/TOWELS 00 Supplies/Material	020122	35.04
Invoice: 172108157	PRUDENTIAL OVERALL SUP		57 12/20/2021 12/21 UNIFORMS/MATS/TOWELS	020122	35.04
		21.44 101600 5510 13.60 701999 7316 PPLY 1721095	00 Uniforms	020122	35.04
Invoice: 172109579		21.44 101600 5510 13.60 701999 7316			
Invoice: 172104828		PPLY 1721048 63.28 701002 5510 265.77 701999 7316	12/21 UNIFORMS/MATS/TOWELS Supplies/Material	020122	329.05
Invoice: 172106146		PPLY 1721061 63.28 701002 5510 269.87 701999 7316	12/21 UNIFORMS/MATS/TOWELS Supplies/Material	020122	333.15
Invoice: 172107618		PPLY 1721076 63.28 701002 5510 269.87 701999 7316	12/21 UNIFORMS/MATS/TOWELS Supplies/Material	020122	333.15
Invoice: 172109024		PPLY 1721090 63.28 701002 5510 270.07 701999 7316	12/21 UNIFORMS/MATS/TOWELS 00 Supplies/Material	020122	333.35
Invoice: 172110445		PPLY 1721104 63.28 701002 5510 270.07 701999 7316	12/21 UNIFORMS/MATS/TOWELS 00 Supplies/Material	020122	333.35
Invoice: 172104827	PRUDENTIAL OVERALL SUP		12/21 UNIFORMS/MATS/TOWELS	020122	59.43



	00100 Cash-General VENDOR NAME	II	NVOICE	INV DATE PO	CHECK RUN	NET
		28 60 701000	731600	INVOICE DTL DESC Uniforms		
		28.60 701999			000100	50.40
Invoice: 172106148	PRUDENTIAL OVERALL		72106148	12/09/2021 12/21 UNIFORMS/MATS/TO	020122 WELS	59.43
		30.83 751820 28.60 701999	551000 731600	Supplies/Material Uniforms		
Invoice: 172107617	PRUDENTIAL OVERALL	SUPPLY 17	72107617	12/16/2021 12/21 UNIFORMS/MATS/TO	020122	59.43
1100102. 172107017		30.83 751820 28.60 701999	551000 731600	Supplies/Material Uniforms	NELS	
Truct oc. 172100022	PRUDENTIAL OVERALL	SUPPLY 17	72109023	12/23/2021	020122	59.43
Invoice: 172109023		30.83 751820 28.60 701999	551000 731600	12/21 UNIFORMS/MATS/TO Supplies/Material Uniforms	NELS	
Invoice: 172110444	PRUDENTIAL OVERALL	SUPPLY 17	72110444	12/30/2021 12/21 UNIFORMS/MATS/TOWEL	020122	59.43
INVOICE: 1/2110444		30.83 751820 28.60 701999	551000 731600	Supplies/Material Uniforms	NELS	
				CHECK	103176 TOTAL:	2,737.35
103177 02/01/2022 PRTD Invoice: 18462008	17295 QUADIENT	18 113.12 701410	8462008 620000	01/18/2022 FIN & LATE CHGS-#11466 Forms, Supplies An		113.12
				СНЕСК	103177 TOTAL:	113.12
103178 02/01/2022 PRTD Invoice: 076858	30252 CINDY RINKER	07	76858	02/01/2022 REFUND BAL-CLOSED ACCT	020122	65.28
1100122. 070838		65.28 101	230500	Deposit Refd Clear		
				CHECK	103178 TOTAL:	65.28
	17174 ROTH STAFFING COMPA	NIES, LP 14	4127467	01/07/2022	020122	1,052.88
Invoice: 14127467		1,052.88 701440	622000	TEMP SERVICES 12/27~12 Outside Services	/29/21-В.М.	
	ROTH STAFFING COMPA	NIES, LP 14	4129326	01/14/2022	020122	1,754.80
Invoice: 14129326		1,754.80 701440	622000	TEMP SERVICES 1/3~1/7- Outside Services	B.M.	
				СНЕСК	103179 TOTAL:	2,807.68

	00100 Cash-General VENDOR NAME	INVOICE	INV DATE PO	CHECK RUN	NE	
			INVOICE DTL DESC			
03180 02/01/2022 PRTD Invoice: 73065	21599 THE ROVISYS COMPANY 25,88	73065 1.49 754440 900000	01/05/2022 P/E 12/31/21-SCADA UPD Capital Asset Expe		25,881.4	
Invoice: 73077		73077 5.00 301440 90000 6.22 101300 570000	01/05/2022 P/E 12/31/21-SCADA PDA Capital Asset Expe SCADA Services		12,081.2	
			CHECK	103180 TOTAL:	37,962.7	
03181 02/01/2022 PRTD Invoice: 974571/DEC	19135 TRANSUNION RISK AND ALT	ERNATIVE D 974571/DEC	21 01/01/2022 DEC'21 BAD DEBT SRV	020122	246.0	
11101000 37 137 17 520		6.00 701221 622000	Outside Services			
			CHECK	103181 TOTAL:	246.0	
03182 02/01/2022 PRTD Invoice: 6-10	2780 VALLEY NEWS GROUP	6-10 0.00 701230 660400	06/10/2021 AD-NORMAL HOURS/GARDEN Public Education P		250.0	
Invoice: 8-19	VALLEY NEWS GROUP	8-19	08/19/2021 AD-SAVE WATER	020122	180.0	
	18	0.00 701230 660400	Public Education P	rograms		
Invoice: 8-26	VALLEY NEWS GROUP	8-26 0.00 701230 660400	08/26/2021 AD-SAVE WATER Public Education P	020122 rograms	180.0	
Invoice: 12-23	VALLEY NEWS GROUP	12-23	12/23/2021 AD-COMPOST CLOSED	020122	250.0	
	25	0.00 701230 660400	Public Education P			
			CHECK	103182 TOTAL:	860.0	
03183 02/01/2022 PRTD Invoice: 26741	21643 VALLEY SOIL, INC. 2,84	26741 8.50 101800 670900	01/12/2022 12/6~12/13/21 METER IN Res. ET Irrigation		2,848.5	
			CHECK	103183 TOTAL:	2,848.5	
03184 02/01/2022 PRTD Invoice: 028531	3022 VAUGHANS INDUSTRIAL REP	PAIR 028531 8.13 751810 551500	12/27/2021 REBUILD WASTE WASH PUM Outside Services	020122 P	8,888.1	
Invoice: 028532	VAUGHANS INDUSTRIAL REP		12/27/2021 REBUILD RAS PUMP	020122	12,323.7	



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	INVOICE	INV DATE	PO CHECK RUN	NET
			INVOICE DTL DESC		
	12,323.76	751810 551500	Outside Services		
Invoice: 028554	VAUGHANS INDUSTRIAL REPAIR	028554	12/30/2021 ASSIST WITH SECONDAR		6,048.00
	6,048.00	751810 551500	Outside Services		
			CHECK	103184 TOTAL:	27,259.89
		NUMBER OF CHECKS	38 *** CASH /	ACCOUNT TOTAL ***	1,259,868.62
		TOTAL PRINTED CHE	COUNT CKS 38 1,2	AMOUNT 59,868.62	

*** GRAND TOTAL *** 1,259,868.62



JOURNAL ENTRIES TO BE CREATED CLERK: 3296brichie

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1 REF 2	ref 3	ACCOUNT DESC LINE DESC	т ов	DEBIT	CREDIT
2022 8 6 APP 701-20000 02/01/2022 020122 APP 999-100100	020122		Accounts Payable AP CASH DISBURSEMENT Cash-General	S JOURNAL	142,549.62	1,259,868.62
02/01/2022 020122 APP 101-200000	020122		AP CASH DISBURSEMENT Accounts Payable		17,885.93	_,,
02/01/2022 020122 APP 754-200000 02/01/2022 020122	020122 020122		AP CASH DISBURSEMENT Accounts Payable AP CASH DISBURSEMENT		245,556.28	
APP 201-200000 02/01/2022 020122	020122		ACCOUNTS PAYABLE AP CASH DISBURSEMENT		5,873.50	
APP 301-200000 02/01/2022 020122	020122		AP CASH DISBURSEMENT Accounts Payable AP CASH DISBURSEMENT		819,330.30	
APP 751-200000 02/01/2022 020122	020122		ACCOUNTS PAYABLE AP CASH DISBURSEMENT		28,672.99	
02/01/2022 020122	020122		GENERAL LEDGE	_	1,259,868.62	1,259,868.62
APP 999-207010			Due to/Due FromInterna	l Svs	142,549.62	
02/01/2022 020122 APP 701-100100	020122		Cash-General			142,549.62
02/01/2022 020122 APP 999-201010	020122		Due to/Due Frm Potable	Wtr Ops	17,885.93	
02/01/2022 020122 APP 101-100100	020122		Cash-General			17,885.93
02/01/2022 020122 APP 999-207540	020122 020122		Due to/Due FromJPA Rep	lacement	245,556.28	
02/01/2022 020122 APP 754-100100 02/01/2022 020122	020122		Cash-General			245,556.28
APP 999-202010 02/01/2022 020122	020122		Due to/Due FrmPotable	Wtr Cnst	5,873.50	
APP 201-150100 02/01/2022 020122	020122		Cash In Bank			5,873.50
APP 999-203010 02/01/2022 020122	020122		Due to/Due FrmPotable	Wtr Repl	819,330.30	
APP 301-100100 02/01/2022 020122	020122		Cash-General			819,330.30
APP 999-207510 02/01/2022 020122	020122		Due to/Due FromJPA Ope	rations	28,672.99	
APP 751-100100 02/01/2022 020122	020122		Cash-General			28,672.99
02/01/2022 020122	020122		SYSTEM GENERATED ENTRIE	S TOTAL	1,259,868.62	1,259,868.62
			JOURNAL 2022/08/6	TOTAL	2,519,737.24	2,519,737.24



JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
101 Potable water Operations 101-100100 101-200000	2022 8	6	02/01/2022 Cash-General Accounts Payable FUND TOTAL	17,885.93 17,885.93	17,885.93 17,885.93
201 Potable Water Construction 201-150100 201-200000	2022 8	6	02/01/2022 Cash In Bank Accounts Payable FUND TOTAL	5,873.50 5,873.50	5,873.50 5,873.50
301 Potable Wtr Replacement Fund 301-100100 301-200000	2022 8	6	02/01/2022 Cash-General Accounts Payable FUND TOTAL	819,330.30 819,330.30	819,330.30 819,330.30
701 Internal Service Fund 701-100100 701-200000	2022 8	6	02/01/2022 Cash-General Accounts Payable FUND TOTAL	142,549.62 142,549.62	142,549.62 142,549.62
751 JPA Operations 751-100100 751-200000	2022 8	6	02/01/2022 Cash-General Accounts Payable FUND TOTAL	28,672.99 28,672.99	28,672.99 28,672.99
754 JPA Replacement 754-100100 754-200000	2022 8	6	02/01/2022 Cash-General Accounts Payable FUND TOTAL	245,556.28 245,556.28	245,556.28 245,556.28
999 Pooled Cash 999-100100 999-201010 999-202010 999-203010 999-207010 999-207510 999-207540	2022 8	6	02/01/2022 Cash-General Due to/Due Frm Potable Wtr Ops Due to/Due FrmPotable Wtr Cnst Due to/Due FrmPotable Wtr Repl Due to/Due FromInternal Svs Due to/Due FromJPA Operations Due to/Due FromJPA Replacement FUND TOTAL	17,885.93 5,873.50 819,330.30 142,549.62 28,672.99 245,556.28 1,259,868.62	1,259,868.62

JOURNAL ENTRIES TO BE CREATED

FUNI	D		DUE TO	DUE FR
101 201 301 701 751 754 999		TOTAL	1,259,868.6 2 1,259,868.62	17,885.93 5,873.50 819,330.30 142,549.62 28,672.99 245,556.28 1,259,868.62

** END OF REPORT - Generated by Brian Richie **

CASH ACCOUNT: 999 100100 Cash-General CHECK NO CHK DATE TYPE VENDOR NAME INVOICE	INV DATE PO CHECK RUN	NET
	INVOICE DTL DESC	2 000 11
103185 02/08/2022 PRTD 20389 AIRGAS SPECIALTY PRODUCTS 9121598420 Invoice: 9121598420	0 01/05/2022 020822 31,420 LBS AMMONIUM HYDROXIDE	3,096.44
3,096.44 751810 541013	Aqua Ammonia	
	CHECK 103185 TOTAL:	3,096.44
103186 02/08/2022 PRTD 2387 AMERRAY HYDRAULICS CORP 53462	01/20/2022 22200079 020822	1,021.88
Invoice: 53462	SHRADER VALVES	1,021.00
14.48 101900 572500 1,007.40 701 132000		
	CHECK 103186 TOTAL:	1,021.88
		_,
103187 02/08/2022 PRTD 2397 AQUATIC BIOASSAY & CONSULTING LVS0122.00 Invoice: LVS0122.0036		6,450.00
6,450.00 751810 571520	NPDES BIOASSAYS 12/14~16 Other Laboratory Serv	
	CHECK 103187 TOTAL:	6,450.00
103188 02/08/2022 PRTD 30041 ARCHIVE SOCIAL, INC. 20334 Invoice: 20334	01/03/2022 020822 RISK MGMT ALALYTIC SUBSCPTN-'22	2,388.00
2,388.00 701230 660400		
	CHECK 103188 TOTAL:	2,388.00
103189 02/08/2022 PRTD 18971 BDP INDUSTRIES INC. 13919 Invoice: 13919	01/11/2022 22200021 020822 HYDRAULIC PUMP-RLV AGITATOR	13,675.85
13,675.85 751820 551000	Supplies/Material	
BDP INDUSTRIES INC. 13920	01/11/2022 22200021 020822 HYDRAULIC PUMP-RLV AGITATOR	14,122.54
14,122.54 751820 551000		
	CHECK 103189 TOTAL:	27,798.39
103190 02/08/2022 PRTD 30050 CANON FINANCIAL SERVICES, INC. 27944913 Invoice: 27944913	01/12/2022 020822 CANON COPIER LEASE-JAN'22	677.81
677.81 701420 620500		
	CHECK 103190 TOTAL:	677.81
103191 02/08/2022 PRTD 16821 CLEAN SWEEP SUPPLY CO., INC 600490 Invoice: 600490	01/19/2022 22200097 020822 JANITORIAL SUPPLIES	367.92
367.92 701 132000		



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDO	Cash-General R NAME	INVOICE	INV DATE PO	O CHECK RUN	NET
			INVOICE DTL DESC		
			CHECK	103191 TOTAL:	367.92
103192 02/08/2022 PRTD 2658 Invoice: 7-644-07853	3 FEDERAL EXPRESS CC	DRP 7-644-0785 26.45 701410 620000	3 01/28/2022 PKG DELIVERED-1/24 Forms, Supplies A	020822 nd Postage	26.45
			CHECK	103192 TOTAL:	26.45
103193 02/08/2022 PRTD 21059 Invoice: 202311	5 FIRESTONE COMPLETE	E AUTO CARE BRID 202311 1,185.80 701325 551500	01/06/2022 TIRES & ALIGN-#919 Outside Services	020822	1,185.80
			СНЕСК	103193 TOTAL:	1,185.80
103194 02/08/2022 prtD 2660 Invoice: 8045562) FISHER SCIENTIFIC		01/11/2022 MANIFOLD PUMP TUBING	020822	118.58
		118.58 701341 551000	Supplies/Material CHECK	103194 TOTAL:	118.58
103195 02/08/2022 PRTD 6770 Invoice: 2535265-0283-1) G.I. INDUSTRIES	2535265-02 564.21 751810 541500	12/16~12/31/21 TAPIA	020822 RAG DISP	564.21
Invoice: 2513401-0283-8	G.I. INDUSTRIES	2513401-02 275.51 101600 551800	JAN'22-DISP WLK	020822 nce	275.51
Invoice: 3016314-0283-3	G.I. INDUSTRIES	3016314-02 779.49 701002 551500	283-3 01/04/2022 SHOP BLDG 12/16-12/31 Outside Services		779.49
Invoice: 3010117-0283-6	G.I. INDUSTRIES	3010117-02 96.64 751830 551500	JAN'22 DISP RLV FARM	020822 1/1-1/31/22	96.64
Invoice: 3010116-0283-8	G.I. INDUSTRIES	3010116-02 96.64 751820 551800	JAN'22 DISP RLV FARM	020822 1/1-1/31/22 nce	96.64
Invoice: 3010118-0283-4	G.I. INDUSTRIES	3010118-02 266.95 701001 551500 533.99 701002 551500	283-4 01/01/2022 JAN'22 DISP HQ & SHOP Outside Services Outside Services	020822 1/1-1/31/22	800.94
Invoice: 3022352-0283-5	G.I. INDUSTRIES	3022352-02 1,693.31 701002 551500		020822	1,693.31



	00100 Cash-General /ENDOR NAME	INVOICE	INV DATE PO	CHECK RUN	NET
			INVOICE DTL DESC		
			CHECK	103195 TOTAL:	4,306.74
103196 02/08/2022 PRTD Invoice: 9172577646	2701 GRAINGER	9172577646 109.71 751820 551000	01/10/2022 LABEL TAPE CARTRIDGES Supplies/Material	020822	109.71
Invoice: 9170138193	GRAINGER	9170138193 472.05 701002 551000	01/06/2022 EXIT SIGN Supplies/Material	020822	472.05
Invoice: 9176722065	GRAINGER	9176722065 31.83 751820 551000	01/12/2022 VACUUM BAGS Supplies/Material	020822	31.83
Invoice: 9176790633	GRAINGER	9176790633 202.61 751820 551000	01/12/2022 TOILET REBUILD KITS Supplies/Material	020822	202.61
Invoice: 9174143835	GRAINGER	9174143835 406.21 701224 572500	01/11/2022 MISC TOOLS-FIELD CUST Genl Supplies/Smal		406.21
Invoice: 9177515534	GRAINGER	9177515534 811.38 701325 572500	01/13/2022 JOBSITE BOX Genl Supplies/Smal	020822 1 Tools	811.38
			СНЕСК	103196 TOTAL:	2,033.79
103197 02/08/2022 PRTD Invoice: 005D4940	4525 HARRINGTON INDUSTRIA	AL PLASTICS IN 005D4940 196.06 751810 541000	01/11/2022 COUPLING & BUSHINGS Supplies/Material	020822	196.06
			CHECK	103197 TOTAL:	196.06
103198 02/08/2022 PRTD Invoice: 51183	4409 HARRIS & ASSOCIATES,	, INC. 51183 4,843.75 301001 713100	01/14/2022 STANDBY CHGS 11/2/~12/ Standby Chg-Outsid		4,843.75
			CHECK	103198 TOTAL:	4,843.75
103199 02/08/2022 PRTD Invoice: 205696	10102 INFOSEND INC.	205696 727.31 701221 622000	01/18/2022 IMPRINT ENVELOPES Outside Services	020822	727.31
Invoice: 204936	INFOSEND INC.	204936 1,396.54 701221 622000	12/31/2021 12/31/21-BILL PMT MAIL Outside Services	020822 ING	11,396.54



CASH ACCOUNT: 999 100100 Cas CHECK NO CHK DATE TYPE VENDOR NAME	h-General INVOICE	INV DATE F	PO CHECK RUN	NET
		INVOICE DTL DESC		
		CHECK	103199 TOTAL:	12,123.85
103200 02/08/2022 PRTD 2745 JOEY M'S Invoice: 14281	UPHOLSTERERS 14281 301.45 701325 551500	01/18/2022 REPAIR SEAT #920 Outside Services	020822	301.45
		СНЕСК	103200 TOTAL:	301.45
103201 02/08/2022 PRTD 16807 KARBONOU Invoice: 25472	S, INC 25472 42,703.00 751810 541700	01/05/2022 ODOR CONTROL CARBON F Odor Control	020822 REPLC-TAPIA	42,703.00
		CHECK	103201 TOTAL:	42,703.00
103202 02/08/2022 PRTD 2611 LA DWP Invoice: 875698/011822	875698/01 7,565.87 101106 540510	TWIN LAKES P/S 12/15/	020822 /21-1/18/22	7,565.87
LA DWP Invoice: 503850/011922	503850/01 43.68 101700 540510	RECTIFIER 12/15/21-1/	020822 /19/22	43.68
LA DWP Invoice: 017698/011822	017698/01 49.14 101700 540510	RECTIFIER 12/14/21-1/	020822 /18/22	49.14
LA DWP Invoice: 851260/013122	851260/01 43.68 101700 540510	RECTIFIER 12/28/21-1/	020822 /31/22	43.68
		CHECK	103202 TOTAL:	7,702.37
103203 02/08/2022 PRTD 3038 LARRY WA Invoice: 00532.02-24	LKER & ASSOC 00532.02-2 3,937.00 751810 542500	P/E 12/31/21-TAPIA CL		3,937.00
		CHECK	103203 TOTAL:	3,937.00
103204 02/08/2022 PRTD 3352 LAS VIRG Invoice: 1760/011922	ENES MUNICIPAL WATER DIST 1760/0119 453.68 751820 540540	TAPIA 12/8/21-1/13/22	020822	453.68
LAS VIRG Invoice: 2620/011922	ENES MUNICIPAL WATER DIST 2620/0119 404.31 751750 540540	HQ PWP/DEMO 12/8/21-1	020822 1/13/22	404.31



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	NAM	Cash-General E		INVOICE		INV	DATE	РО	CHECK RUN	NET
					INV	OICE DTL D				
Trucico: 2000/011022	LAS	VIRGENES MUNICIP	AL WATER DIST	2090/011922			$\frac{3}{2022}$		020822	1,672.41
Invoice: 2090/011922		1	,672.41 751820	540540	RLV	12/8/21-1 Water	L/ 13/ 22			
	LAS	VIRGENES MUNICIP	AL WATER DIST	2650/011922			9/2022		020822	7.50
Invoice: 2650/011922			7.50 701001	L 540540	FIR	E PRTCN#8 Water	12/8/2	1-1/13/2	.2	
	LAS	VIRGENES MUNICIP	AL WATER DIST	2654/011922			9/2022		020822	7.50
Invoice: 2654/011922			7.50 701002	2 540540	FIR	E PRTCN#7 Water	12/8/2	1-1/13/2	22	
	LAS	VIRGENES MUNICIP	AL WATER DIST	2647/011922		01/19	9/2022		020822	353.30
Invoice: 2647/011922						BLDG #8 12		1/13/22		
			353.30 701001	L 540540		Water				
	LAS	VIRGENES MUNICIP	AL WATER DIST	2656/011922			9/2022	(22	020822	910.81
Invoice: 2656/011922			910.81 701002	2 540540	BLD	G#7 12/8/2 Water	21-1/13	/22		
										404 00
Invoice: 2658/011922	LAS	VIRGENES MUNICIP	AL WATER DIST	2658/011922		01/19 G#2 12/8/2	9/2022 21-1/13	/22	020822	401.23
,			401.23 701002	2 540540		Water		,		
	LAS	VIRGENES MUNICIP	AL WATER DIST	2120/011922		01/19	9/2022		020822	73.31
Invoice: 2120/011922						AR LANDSCA		2/8/21-1		
			73.31 751820) 540540		Water				
	LAS	VIRGENES MUNICIP	AL WATER DIST	2080/011922			9/2022	12/22	020822	41.95
Invoice: 2080/011922			41.95 751830	540540	RLV	FARM 12/8 Water	3/21-1/	13/22		
									000000	61.05
Invoice: 1775/011922	LAS	VIRGENES MUNICIP	AL WATER DIST	1//5/011922	L/S	# 1 12/9/	9/2022 /21-1/1	3/22	020822	61.05
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			61.05 130100	540540	_, _	Water (, _	-,		
	LAS	VIRGENES MUNICIP	AL WATER DIST	0254/011922		01/19	9/2022		020822	61.05
Invoice: 0254/011922						SMTH P/S	12/6/2	1-1/10/2	22	
			61.05 101108	3 540540		Water				
	LAS	VIRGENES MUNICIP	AL WATER DIST	0570/011922			9/2022	2 /22	020822	61.05
Invoice: 0570/011922			61.05 130100	540540	L/S	# 2 12/9/ Water	/21-1/1	3/22		
							<u></u>			4 500 15
							CHEC	к 10:	204 TOTAL:	4,509.15
102205 02/08/2022 0770 281/			60	70500040		01 /03	, 2022		020822	416 11
103205 02/08/2022 PRTD 2814 Invoice: 70590049		ASTER-CARR SUPPLY	0	70590049	AIR	LUBRICATO	3/2022 DR		020822	416.11
			416.11 751820	551000		Supplies/	/Materi	al		
	MCM	ASTER-CARR SUPPLY	CO	70599764		01/03	3/2022		020822	759.51
						-				



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	1	INVOICE	INV DATE PO	CHECK RUN	NET
				INVOICE DTL DESC		
Invoice: 70599764	759.	51 101600	541000	PARTS-BODYFEEDERS & FE Supplies/Material	ED ROOM	
				CHECK	103205 TOTAL:	1,175.62
103206 02/08/2022 PRTD 21574 Invoice: INV-000662		ر 50 301440	INV-000662 900000	01/17/2022 12/16/21~1/15/22-PRJT Capital Asset Expe	MGMT AMR/AMI	14,407.50
				CHECK	103206 TOTAL:	14,407.50
103207 02/08/2022 PRTD 14322 Invoice: 0647390	MILES CHEMICAL COMPANY, I	NC (0647390	01/19/2022 CHEMICALS-PWP	020822	1,035.03
	1,035.	03 751750	541000	Supplies		
Invoice: 647507CM	MILES CHEMICAL COMPANY, I	NC 6	647507см	01/21/2022 CR-CONTAINER DEPOSIT	020822	-80.00
111001Ce. 047307CM	-80.	00 751750	541000	Supplies		
				CHECK	103207 TOTAL:	955.03
103208 02/08/2022 PRTD 2839 Invoice: CA22-0000717765			CA22-000071	BACKSTOP	020822	1,070.26
	1,070.	26 751820	551000	Supplies/Material		
Invoice: CA22-717336	MOTION INDUSTRIES, INC.	ر 41 101600	CA22-717336 551000	01/08/2022 BALL BEARINGS/BELTS Supplies/Material	020822	229.41
					020022	62.55
Invoice: CA22-0000717355	MOTION INDUSTRIES, INC. 62.	55 101600	CA22-000071 551000	7355 01/10/2022 BALL BEARINGS Supplies/Material	020822	62.55
				CHECK	103208 TOTAL:	1,362.22
103209 02/08/2022 PRTD 30246 Invoice: INV-208222		ر 00 701230	INV-208222 660400	01/13/2022 HOLIDAY GREETING DISPL Public Education P		474.00
				CHECK	103209 TOTAL:	474.00
103210 02/08/2022 PRTD 16372 Invoice: 3000062658		3 08 751810	3000062658 541014	01/11/2022 4,942 GAL HYPOCHLORITE Sodium Hypochlorit		4,748.08
Invoice: 3000060538	OLIN CORPORATION	3	3000060538	01/04/2022 4,920 GAL HYPOCHLORITE	020822	4,726.94

CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	II	VOICE	INV DATE PO	CHECK RUN	NET
		4,726.94 751810	541014	INVOICE DTL DESC Sodium Hypochlorite		
			000061297	01/06/2022	020822	4,748.08
Invoice: 3000061297	OLIN CORPORATION	4,748.08 751810	541014	4,942 GAL HYPOCHLORITE Sodium Hypochlorite		4,748.08
	OLIN CORPORATION		000063595	01/13/2022	020822	4,734.63
Invoice: 3000063595	OLIN CORPORATION	4,734.63 751810	541014	4,928 GAL HYPOCHLORITE Sodium Hypochlorite		4,754.05
	OLIN CORPORATION)00065199	01/18/2022	020822	4,721.18
Invoice: 3000065199	OLIN CORFORATION	4,721.18 751810	541014	4,914 GAL HYPOCHLORITE Sodium Hypochlorite		4,721.10
		4,721.10 751010	741014	CHECK	103210 TOTAL:	23,678.91
				CHECK	105210 TOTAL.	25,070.51
103211 02/08/2022 PRTD 21659 Invoice: V13415M	ONTARIO REFRIGERAT	ION SERVICE, IN VI	L3415M	12/01/2021 HVAC SRV-WLK	020822	522.00
		522.00 101600	551500	Outside Services		
Invoice: Gw19928	ONTARIO REFRIGERAT	ION SERVICE, IN G	v19928	06/25/2021 SRV-RANCHO	020822	943.93
		943.93 751820	551500	Outside Services		
Invoice: Gw19981	ONTARIO REFRIGERAT	ION SERVICE, IN G	v19981	06/25/2021 HVAC SRV	020822	720.43
		720.43 101100	551500	Outside Services		
Invoice: Gw21699M	ONTARIO REFRIGERAT	ION SERVICE, IN G	v21699м	12/01/2021 MAINT 12/1/21~2/28/22	020822	361.00
		361.00 101100	551500	Outside Services		
Invoice: GW21700M	ONTARIO REFRIGERAT	ION SERVICE, IN G	v21700м	12/01/2021 MAINT 12/1/21~2/28/22	020822	524.00
		524.00 101100	551500	Outside Services		
Invoice: Gw21703M	ONTARIO REFRIGERAT	ION SERVICE, IN G	v21703M	12/01/2021 MAINT 12/1/21~2/28/22	020822	635.00
		635.00 751810	551500	Outside Services		
Invoice: GW21687M	ONTARIO REFRIGERAT	ION SERVICE, IN G	v21687M	12/01/2021 MAINT 12/1/21~2/28/22	020822	2,972.00
		2,972.00 701001	551500	Outside Services		
Invoice: GW21688M	ONTARIO REFRIGERAT	TON SERVICE, IN G	v21688M	12/01/2021 MAINT 12/1/21~2/28/22	020822	471.00
		471.00 130100	551500	Outside Services		
				CHECK	103211 TOTAL:	7,149.36



ASH ACCOUNT: 999 100100 CK NO CHK DATE TYPE VENDOR		I	NVOICE		INV DATE	PO	CHECK RUN	NET
				INVOIC	E DTL DESC			
L03212 02/08/2022 PRTD 18874 Invoice: 10689/PMT #7		CORPORATION 10 340,819.83 754440	0689/рмт #3 900000	РМТ #7-	12/02/2021 -RLV W/FIRE R pital Asset E		020822 2/2/21	340,819.83
					CHEC	к 1032	212 TOTAL:	340,819.83
L03213 02/08/2022 PRTD 30153 Invoice: 020822	DONALD PATTERSON	02 257.96 701410	20822 711000		02/08/2022 REIMB-11/10/ avel / Misc S	19-GFOA C	020822 CONF	257.96
					CHEC	к 1032	213 TOTAL:	257.96
103214 02/08/2022 PRTD 2585 Invoice: 1947608	PURETEC	19 303.93 701341	947608 551500		01/12/2022 CCHANGE-1/5 tside Service	S	020822	303.93
					CHEC	к 1032	214 TOTAL:	303.93
L03215 02/08/2022 PRTD 2902 Invoice: WON10016546	QUINN POWER SYSTEM	1 W	ON10016546 551500	PM 2-L:	10/26/2021 ITTLE BLUE tside Service	s	020822	511.40
Invoice: WON10016715	QUINN POWER SYSTEM	1 Wi 2,939.30 751810	ON10016715 551000	REPLACE	12/06/2021 E FUEL INJCTR oplies/Materi		020822	2,939.30
Invoice: WON10016784	QUINN POWER SYSTEM	1 Wi 1,261.00 751810	ON10016784 551500	TROUBLE	12/14/2021 ESHOOT STARTE tside Service	R-TAPIA	020822	1,261.00
Invoice: WON10016785	QUINN POWER SYSTEM	1 Wi 520.00 751810	ON10016785 551500	INSTAL	12/14/2021 _ CHECK VALVE tside Service		020822	520.00
					CHEC	к 1032	215 TOTAL:	5,231.70
103216 02/08/2022 PRTD 21594 Invoice: 220164	RECYCLED WOOD PROD	DUCTS 2: 1,820.00 751820	20164 541080		01/13/2022 5 WOODCHIPS endment		020822	1,820.00
Invoice: 220214	RECYCLED WOOD PROD		20214	130 YDS	01/14/2022 5 WOODCHIPS endment		020822	1,820.00
Invoice: 220315	RECYCLED WOOD PROD		20315	130 YDS	01/17/2022 5 WOODCHIPS endment		020822	1,820.00

CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	INVOICE	INV DATE PO	CHECK RUN	NET
			INVOICE DTL DESC		
Invoice: 220446	RECYCLED WOOD PRODUCTS		01/20/2022 130 YDS WOODCHIPS	020822	1,820.00
Invoice: 220485	1,820.00 751820 RECYCLED WOOD PRODUCTS	220485	Amendment 01/21/2022 130 YDS WOODCHIPS	020822	1,820.00
1100100. 220403	1,820.00 751820 RECYCLED WOOD PRODUCTS		Amendment 01/24/2022	020822	1,820.00
Invoice: 220587	1,820.00 751820		130 YDS WOODCHIPS Amendment	020822	1,820.00
			CHECK	103216 TOTAL:	10,920.00
103217 02/08/2022 PRTD 17174 Invoice: 14132356	ROTH STAFFING COMPANIES, LP 1,754.80 701440		01/21/2022 TEMP SRV 1/10~1/14-B.M. Outside Services	020822	1,754.80
	1,754.80 701440	022000	CHECK	103217 TOTAL:	1,754.80
103218 02/08/2022 PRTD 4586 Invoice: 9009-1015830	ROYAL INDUSTRIAL SOLUTIONS 145.21 101200		01/13/2022 CONDUIT Supplies/Material	020822	145.21
Invoice: 9009-1015828	ROYAL INDUSTRIAL SOLUTIONS 391.09 130100		01/13/2022 SWITCHES Supplies/Material	020822	391.09
Invoice: 9009-1015651	ROYAL INDUSTRIAL SOLUTIONS 493.93 101100	9009-1015651) 551000	01/11/2022 WIRE, DUCT SEAL Supplies/Material	020822	493.93
Invoice: 9009-1016090	ROYAL INDUSTRIAL SOLUTIONS 101.77 101200		01/19/2022 LUGS, WASHERS, SEALS Supplies/Material	020822	101.77
			СНЕСК	103218 TOTAL:	1,132.00
103219 02/08/2022 PRTD 20583 Invoice: 46911	RT LAWRENCE CORPORATION 964.72 701221		01/17/2022 LOCKBOX FEES-DEC'21 Outside Services	020822	964.72
			СНЕСК	103219 TOTAL:	964.72
103220 02/08/2022 PRTD 20898 Invoice: 7126	SDI PRESENCE LLC 2,362.50 330440		07/31/2021 P/E 7/31-ERP PROJECT MG Capital Asset Expens		2,362.50



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOF		INVOICE	INV DATE	PO CHECK RUN	NET
			INVOICE DTL DESC		
			СНЕ	ECK 103220 TOTAL:	2,362.50
103221 02/08/2022 PRTD 21057 Invoice: 098163	7 SIMI VALLEY FORD		01/03/2022 BATTERY-#919 000 Supplies/Mater		163.99
			CHE	ECK 103221 TOTAL:	163.99
103222 02/08/2022 PRTD 30020 Invoice: 1884-012122-1) SOUTHERN CA EDISON	1884-01 849.88 701001 5405	HVAC BLDG 12/1-12/	020822 29/21	849.88
Invoice: 1884-012122-2	SOUTHERN CA EDISON	1884-01 6,039.70 101600 5405	2122-2 01/21/2022 WSTLK P/S 12/1-12, 510 Energy	020822 29/21	6,039.70
Invoice: 1884-012122-3	SOUTHERN CA EDISON	-720.84 130100 5405	5,	12/19/21	-720.84
Invoice: 1884-012122-4	SOUTHERN CA EDISON	1884-01 7,233.05 130100 5405	2122-4 01/21/2022 L/S #1 11/19-12/19 510 Energy	2 020822)/21	7,233.05
Invoice: 1884-012122-5	SOUTHERN CA EDISON	1884-01 16.10 101700 5405	2122-5 01/21/2022 RECTIFIER 12/1-12, 510 Energy	020822 29/21	16.10
Invoice: 1884-012122-6	SOUTHERN CA EDISON	1884-01 113.01 751125 5405	2122-6 01/21/2022 MORRISON P/S 12/1- 510 Energy	020822 12/29/21	113.01
Invoice: 1884-012122-7	SOUTHERN CA EDISON	1884-01 18.88 101100 5405	2122-7 01/21/2022 MULWOOD P/R ST 12, 510 Energy	020822 /1-12/29/21	18.88
Invoice: 1884-012122-8		1884-01 10,398.47 101103 5405	2122-8 01/21/2022 SEMINOLE P/S 12/16 510 Energy	020822 5/21-1/17/22	10,398.47
Invoice: 1884-012122-9	SOUTHERN CA EDISON	1884-01 -360.23 701001 5405	2122-9 01/21/2022 ADJ HQ CHILLER 10/ 510 Energy	020822 29-11/30/21	-360.23
Invoice: 1884-012122-10	SOUTHERN CA EDISON	1884-01 2,937.68 701001 5405	2122-10 01/21/2022 HQ CHILLER 10/29-1 510 Energy	020822 1/30/21	2,937.68
	SOUTHERN CA EDISON	1884-01	01/21/2022	020822	20.85



ASH ACCOUNT: 999 100100 CK NO CHK DATE TYPE VENDO	Cash-General R NAME	INVOICE	INV DATE PO	CHECK RUN	NET
			INVOICE DTL DESC		
Invoice: 1884-012122-11	20.85 751810	678900	005 DISCHG 12/1-12/29/21 005 Discharge		
	SOUTHERN CA EDISON	1884-012122-	12 01/21/2022	020822	1,830.62
Invoice: 1884-012122-12	1,830.62 751810) 540510	TAPIA FAC CHRG 12/1-12/31/2 Energy	21	
	SOUTHERN CA EDISON	1884-012122-	13 01/21/2022	020822	309.86
Invoice: 1884-012122-13	309.86 751224	4 540510	WELLS 12/15/21-1/13/22 Energy		
	SOUTHERN CA EDISON	1884-012122-	14 01/21/2022	020822	554.24
Invoice: 1884-012122-14	554.24 101119	9 540510	OAKRIDGE P/S 12/17/21-1/18, Energy	/22	
	SOUTHERN CA EDISON	1884-012122-	15 01/21/2022	020822	517.10
Invoice: 1884-012122-15	517.10 102100	540510	PKWY CLBS TNK 12/18/21-1/19 Energy	9/22	
	SOUTHERN CA EDISON	1884-012122-	16 01/21/2022	020822	32.35
Invoice: 1884-012122-16	32.35 101222	2 540510	LWR OAKS TNK 12/1-12/29/21 Energy		
	SOUTHERN CA EDISON	1884-012122-	17 01/21/2022	020822	10,536.16
Invoice: 1884-012122-17	10,536.16 101113	ا 3 540510	MCCOY P/S 10/19-11/17/21 Energy		
	SOUTHERN CA EDISON	1884-012122-2	18 01/21/2022	020822	9,083.12
Invoice: 1884-012122-18	9,083.12 101113	ا 3 540510	MCCOY P/S 11/18-12/17/21 Energy		
	SOUTHERN CA EDISON			020822	15,673.84
Invoice: 1884-012122-19	15,673.84 101113	ا 540510	MCCOY P/S 7/20-8/17/21 Energy		
	SOUTHERN CA EDISON			020822	14,259.63
Invoice: 1884-012122-20	14,259.63 10111	ا 540510	MCCOY P/S 8/18-9/16/21 Energy		
	SOUTHERN CA EDISON			020822	12,485.73
Invoice: 1884-012122-21	12,485.73 10111	ا 3 540510	MCCOY P/S 9/17-10/18/21 Energy		
	SOUTHERN CA EDISON	1884-012122-2	22 01/21/2022	020822	-240.29
Invoice: 1884-012122-22	-240.29 101123		ADJ LWR OAKS BSTR 10/29-11/	/30/21	
	SOUTHERN CA EDISON	1884-012122-2	23 01/21/2022	020822	-120.13
Invoice: 1884-012122-23	-120.13 101124			/30/21	
	SOUTHERN CA EDISON			020822	2,023.84
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CASH ACCOUNT: 999 100100 HECK NO CHK DATE TYPE VENDO	Cash-General R NAME	INVOIC		INV DA	ΓΕ ΡΟ	CHECK RUN	NET
			IN	VOICE DTL DES	ĉ		
Invoice: 1884-012122-24	2,0	023.84 101123 540	LWF	R OAKS BSTR 10		1	
Invoice: 1884-012122-25	SOUTHERN CA EDISON	1884-02 011.77 101124 5409	UPF	r oaks bstr 1()22)/29-11/30/2	020822 1	1,011.77
Invoice: 1884-012122-26	SOUTHERN CA EDISON	1884-01	2122-26	01/21/20)22 2/1-12/29/21	020822	414.09
Invoice: 1884-012122-27	SOUTHERN CA EDISON	1884-02	2122-27	01/21/20 D SMTTH P/S 12)22 2/20/21-1/20	020822 /22	3,918.88
Invoice: 1884-012122-28	SOUTHERN CA EDISON	1884-03	2122-28. WS ⁻	01/21/20 TLK P/R STN 12)22 2/1-12/29/21	020822	19.05
Invoice: 1884-012122-29	SOUTHERN CA EDISON	1884-01 18.45 751820 540	RLV	V-CNTRL BLDG)22 L1/22-12/21/	020822 21	18.45
Invoice: 1884-012122-30	SOUTHERN CA EDISON	1884-01 605.93 101105 540	2122-30 AG(10	01/21/20 OURA P/S 12/1 Energy)22 -12/29/21	020822	605.93
Invoice: 1884-012122-31	SOUTHERN CA EDISON	1884-02 96.92 101202 540	2122-31 SEI 10	01/21/20 MINOLE 12/1-12 Energy)22 2/29/21	020822	96.92
Invoice: 1884-012122-32	SOUTHERN CA EDISON	1884-02 556.23 101101 540	2122-32 AD: 10	01/21/20 J CONDUIT 10/2 Energy)22 29-11/30/21	020822	-1,556.23
Invoice: 1884-012122-33	SOUTHERN CA EDISON	1884-01	.2122-33	01/21/20)22 L/30/21	020822	7,707.00
Invoice: 1884-012122-34	SOUTHERN CA EDISON	1884-01	.2122-34 MN ⁻	01/21/20 TN GATE P/S 1)22 L/20-12/20/2	020822 1	1,122.90
Invoice: 1884-012122-35	SOUTHERN CA EDISON -1,8	1884-01 802.11 101107 540	2122-35 AD. 10	01/21/20 J LV-2 10/29-2 Energy)22 L1/30/21	020822	-1,802.11
Invoice: 1884-012122-36	SOUTHERN CA EDISON	1884-01 186.54 101107 540	2122-36 LV	01/21/20 -2 10/29-11/30 Energy)22)/21	020822	7,186.54
	SOUTHERN CA EDISON	1884-03	.2122-37	01/21/20)22	020822	26.77



SH ACCOUNT: 999 100100 K NO CHK DATE TYPE VENDO		INV	/OICE	INV DATE PO	CHECK RUN	NET
			INV	OICE DTL DESC		
Invoice: 1884-012122-37		26.77 101220	UPR 540510	TWIN LK TNK 12/1-12/29/2 Energy	21	
Invoice: 1884-012122-38			UPR	01/21/2022 TWIN LK P/S 10/29-12/29,	020822 /21	1,564.37
		1,564.37 101122	540510	Energy		
Invoice: 1884-012122-39	SOUTHERN CA EDISON		SAD	DI FTREF $\frac{12}{15} \frac{21}{21} \frac{13}{22}$	020822	382.30
		382.30 101112				
Invoice: 1884-012122-40			REC	01/21/2022 TIFIER 12/1-12/29/21	020822	16.10
		16.10 101700	540510	Energy		
Invoice: 1884-012122-41			ΙΔΤ	01/21/2022 TIGO CYN 12/20-12/20/21	020822	3.34
		3.34 101204				
Invoice: 1884-012122-42			WOO	01/21/2022 DLSEY TANK 10/29-12/29/21	020822	42.94
		42.94 101211	540510	Energy		
Invoice: 1884-012122-43	SOUTHERN CA EDISON	188	34-012122-43	01/21/2022 CYN 12/1-12/29/21	020822	17.90
11101000 1884-012122-43		17.90 101100	540510	Energy		
	SOUTHERN CA EDISON	188	84-012122-44	01/21/2022	020822	22.01
Invoice: 1884-012122-44		22.01 101212	540510	RISON TNK 12/1-12/29/21 Energy		
Invoice: 1884-012122-45	SOUTHERN CA EDISON	188	84-012122-45	01/21/2022	020822	5,283.93
100100: 1884-012122-45		5,283.93 101102	540510 WAR	NER 12/1-12/29/21 Energy		
Invoice: 1884-012122-46	SOUTHERN CA EDISON	188	84-012122-46	01/21/2022 NELL 12/1-12/29/21	020822	4,010.82
1000000: 1004-012122-40		4,010.82 101110	540510	Energy		
Turning 1004 010100 47	SOUTHERN CA EDISON	188	84-012122-47	01/21/2022	020822	3,434.95
Invoice: 1884-012122-47		3,434.95 101600	wS 540510	TLK PLANT 11/12-12/13/21 Energy		
Truct co. 1004 012122 40	SOUTHERN CA EDISON	188	34-012122-48	01/21/2022	020822	-1,220.49
Invoice: 1884-012122-48	-	-1,220.49 101600	540510	WSTLK PLANT 11/12-12/13, Energy	/21	
Invoice: 1884-012122-49	SOUTHERN CA EDISON	188	34-012122-49	01/21/2022 IBU SYPHON 12/16/21-1/17	020822	19.50
1000000: 1684-012122-49		19.50 751800	540510 MAL	Energy	/ 22	
	SOUTHERN CA EDISON	188	34-012122-50	01/21/2022	020822	200.89



ACCOUNT: 999 100100 NO CHK DATE TYPE VENDO	Cash-General R NAME	INVOICE	INV DATE PO	CHECK RUN	NE
			INVOICE DTL DESC		
Invoice: 1884-012122-50	200.89 10110	9 540510	JBR P/S 12/1-12/29/21 Energy		
	SOUTHERN CA EDISON	1884-012122	-51 01/21/2022	020822	-26,748.4
Invoice: 1884-012122-51	-26,748.41 75181	.0 540510	ADJ TAPIA PLANT 10/29-11/30 Energy	/21	
- ' 1004 010100 50	SOUTHERN CA EDISON	1884-012122	-52 01/21/2022	020822	-17,832.2
Invoice: 1884-012122-52	-17,832.27 75112	6 540510	ADJ TAPIA PLANT 10/29-11/30 Energy	/21	
	SOUTHERN CA EDISON	1884-012122	-53 01/21/2022	020822	37,773.1
Invoice: 1884-012122-53	37,773.15 75112	6 540510	TAPIA PLANT 10/29-11/30/21 Energy		
	SOUTHERN CA EDISON	1884-012122	-54 01/21/2022	020822	56,659.7
Invoice: 1884-012122-54	56,659.73 75181	.0 540510	TAPIA PLANT 10/29-11/30/21 Energy		
	SOUTHERN CA EDISON	1884-012122	-55 01/21/2022	020822	19.0
Invoice: 1884-012122-55	19.05 10111	.0 540510	ARGOS VALVE 12/1-12/29/21 Energy		
	SOUTHERN CA EDISON	1884-012122	-56 01/21/2022	020822	459.2
Invoice: 1884-012122-56	459.21 10111	.6 540510	3-SPRINGS P/S 12/14/21-1/12 Energy	/22	
	SOUTHERN CA EDISON	1884-012122	-57 01/21/2022	020822	1,079.9
Invoice: 1884-012122-57	1,079.99 10111	.4 540510	KIMBERLY P/S 11/22-12/21/21 Energy		
	SOUTHERN CA EDISON	1884-012122	-58 01/21/2022	020822	-2,911.7
Invoice: 1884-012122-58	-2,911.71 75183		ADJ RLV FARM 11/17-12/16/21		
	SOUTHERN CA EDISON	1884-012122	-59 01/21/2022	020822	6,927.5
Invoice: 1884-012122-59	6,927.51 75183	0 540510	RLV FARM 11/17-12/16/21 Energy		
	SOUTHERN CA EDISON	1884-012122	-60 01/21/2022	020822	479.7
Invoice: 1884-012122-60			CNTRLCYN P/S1 12/1-12/29/21 District Sprayfield		
	SOUTHERN CA EDISON	1884-012122	-61 01/21/2022	020822	872.6
Invoice: 1884-012122-61			DARDENNE P/S 11/20-12/20/21 Energy		
	SOUTHERN CA EDISON		•••	020822	22.2
Invoice: 1884-012122-62	22.28 10120	9 540510	EQUESTRIAN 12/1-12/29/21 Energy		
	SOUTHERN CA EDISON			020822	36.3
			- , , -		



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	INVOICE	INV DATE PO	O CHECK RUN	NET
			INVOICE DTL DESC	20 /21	
Invoice: 1884-012122-63		36.34 701326 622500	RADIO EQPMNT 12/1-12/2 Radio Maintenance		
Invoice: 1884-012122-64	SOUTHERN CA EDISON	1884-01212 .31 701001 540510	2-64 01/21/2022 LATE CHARGE Energy	020822	.31
			CHECK	103222 TOTAL:	182,878.66
103223 02/08/2022 PRTD 2957 Invoice: 857161/012422		DISON (M-BIL 857161/012 101.86 751820 540510	422 01/24/2022 RLV COMPOST PLNT 12/2 Energy	020822 2/21-1/23/22 254158к	36,101.86 H
			СНЕСК	103223 TOTAL:	36,101.86
103224 02/08/2022 PRTD 2957 Invoice: 790504/012422		DISON (M-BIL 790504/012 114.59 751810 678800	422 01/24/2022 N. CYN P/S 12/1/21-12 District Sprayfie	020822 /29/21 2142кн Id	1,114.59
			СНЕСК	103224 TOTAL:	1,114.59
103225 02/08/2022 PRTD 2958 Invoice: 8400/012622	SOUTHERN CALIFORNIA G	AS CO (M-bil 8400/01262 16.27 101101 540530	2 01/26/2022 CONDUIT 12/22/21-1/24, Gas	020822 /22 0 THERMS	16.27
			CHECK	103225 TOTAL:	16.27
103226 02/08/2022 PRTD 2969 Invoice: wD-0196744		CONTROL BOA WD-0196744 902.00 751810 542000	01/05/2022 ANNUAL PERMIT FEE FY-2 Permits and Fees	020822 21-22	79,902.00
Invoice: WD-0197214		CONTROL BOA WD-0197214 146.00 751810 542000	01/05/2022 NPDES FEE-FY 21-22 Permits and Fees	020822	3,146.00
Invoice: WD-0196269		CONTROL BOA WD-0196269 951.00 751810 542000	01/05/2022 NPDES CAT II FEE-FY 2: Permits and Fees	020822 1-22	10,951.00
			СНЕСК	103226 TOTAL:	93,999.00
103227 02/08/2022 PRTD 21137 Invoice: 23056321	TESLA, INC.	23056321	01/02/2022 RW P/S DEC'21 SOLAR	020822	4,985.06
INVOICE: 23030521		492.53751127540510492.53751128540510	Energy Energy		



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-Genera NAME		INVOICE	INV DATE	E PO	CHECK RUN	NET
				INVOICE DTL DESC			
				CF	IECK	103227 TOTAL:	4,985.06
103228 02/08/2022 PRTD 12149 Invoice: 2021400101875	THATCHER CO. OF	CALIFORNIA 2 6,799.37 751810	202140010183 541011	75 12/28/202 46,160 LBS SODIUM Sodium Bisulf	1 BISUL	020822 FITE	6,799.37
Invoice: 2021250101181	THATCHER CO. OF	CALIFORNIA 2 1,614.44 751810	202125010118 541090	31 12/16/202 3,080 LBS ALUMINU Alum		0104 020822 ATE	1,614.44
Invoice: 2022400102207	THATCHER CO. OF	CALIFORNIA 2 6,628.50 751810	202240010220 541011	07 01/11/202 45,000 LBS SODIUN Sodium Bisulf	1 BISUL		6,628.50
				Cł	IECK	103228 TOTAL:	15,042.31
103229 02/08/2022 PRTD 17645 Invoice: 15242	TORO ENTERPRISES	INC. 23,475.62 101700	551500	12/31/202 WTR LEAK-LEWIS F Outside Servi	RD	020822	23,475.62
Invoice: 15243	TORO ENTERPRISES		15243	12/31/202 WTR MAIN RPR-2897 Outside Servi	21 70 MAIL	020822 BU RD	26,414.89
Invoice: 15269	TORO ENTERPRISES	INC. 7,207.56 101700	15269 551500	12/31/202 WM RPR-BAILER MOT Outside Servi	ORWAY	020822 RD	7,207.56
Invoice: 15270	TORO ENTERPRISES	INC	15270 551500	12/31/202 BOX CYN-HARTMAN Outside Servi		020822	4,483.14
				Cł	IECK	103229 TOTAL:	61,581.21
103230 02/08/2022 PRTD 30018 Invoice: TR05286	TRANSWEST TRUCK	CENTER LLC 161,985.77 301440	TR05286 900000	01/17/202 2021 FORD F550 VI Capital Asset	IN-8417		161,985.77
				Cł	IECK	103230 TOTAL:	161,985.77
103231 02/08/2022 PRTD 30159 Invoice: 1354157	TRILLIUM HOLDCO	LLC 23,383.73 751101	1354157 540510	12/17/202 ELEL CHGES 11/1-1 Energy		020822 1	23,383.73
Invoice: 1265155	TRILLIUM HOLDCO	LLC 30,922.75 751101	1265155 540510	11/17/202 ELEL CHGES 10/1-3 Energy		020822 1	30,922.75



	00100 Cash-General VENDOR NAME	INVOICE	INV DATE PO	CHECK RUN	NET	
			INVOICE DTL DESC			
			CHECK	103231 TOTAL:	54,306.48	
103232 02/08/2022 PRTD Invoice: 84880	3011 UNITED SPECIALTIES	84880	01/18/2022 2220 DEGREASERS	00102 020822	1,846.39	
		101900572500101900572500101900572500	Genl Supplies/Smal Genl Supplies/Smal Genl Supplies/Smal	l Tools		
			CHECK	103232 TOTAL:	1,846.39	
103233 02/08/2022 PRTD	2436 VINCE BARNES AUTOMOTIVE	025596	12/22/2021	020822	212.32	
Invoice: 025596	212.32	701325 551500	REPLC TRANS MOUNT-SRV- Outside Services	#907		
	VINCE BARNES AUTOMOTIVE	025601	12/23/2021	020822	99.80	
Invoice: 025601	99.80	701325 551500	OIL & FILTER-#909 Outside Services			
Invoice: 025604	VINCE BARNES AUTOMOTIVE	025604	12/30/2021 REPLC MAINFOLD-SRV COO	020822 LING SYS-#855	1,795.94	
	1,795.94	701325 551500	Outside Services			
Invoice: 025602	VINCE BARNES AUTOMOTIVE	025602 701325 551500	12/29/2021 OIL, FILTERS, CABIN FI	020822 LTER #923	205.50	
	203.30	701323 331300	Outside Services			
			CHECK	103233 TOTAL:	2,313.56	
103234 02/08/2022 PRTD Invoice: 21052LC	19685 W. LITTEN INC.	21052LC	01/17/2022 LATE CHG-#21052	020822	102.75	
	102.75	751810 678800	District Sprayfield			
Invoice: 22003	W. LITTEN INC.	22003	01/17/2022 SPRAYFIELD 1/10~1/14	020822	7,904.00	
	7,904.00	751810 678800	District Sprayfiel	d		
Invoice: 22004	W. LITTEN INC.	22004	01/25/2022 SPRAYFIELD 1/17~1/21	020822	9,040.00	
	9,040.00	751810 678800	District Sprayfiel	d		
			CHECK	103234 TOTAL:	17,046.75	
103235 02/08/2022 PRTD Invoice: 43036	18521 WALTON MOTORS & CONTROLS, I	NC. 43036	11/29/2021 MOTOR REPAIR	020822	4,688.19	
1110102. 45050	4,688.19	751810 551500	Outside Services			
Invoice: 43098	WALTON MOTORS & CONTROLS, I	NC. 43098	12/28/2021 15 HP ELECTRIC MOTOR	020822	1,932.68	

CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	I	NVOICE	INV DATE	PO CHECK RUN	NET	
	1	000 00 751010	551000	INVOICE DTL DESC			
		,932.68 751810	551000	Supplies/Materia			
Invoice: 42999	WALTON MOTORS & CONTR	ROLS, INC. 4	2999	11/12/2021 REPAIR EMERSON A/C MO	020822	2,205.84	
	2,	205.84 751820	551000	Supplies/Materia			
				CHECK	103235 TOTAL:	8,826.71	
	WATER & SANITATION SR	RV./VENTURA C 2	308172	12/22/2021	020822	16,517.53	
Invoice: 2308172	16,	517.53 101001	510500	PCH WATER 11/16/21-12 Purch Water-Vent			
	WATER & SANITATION SR	RV./VENTURA C 2	326110	01/26/2022	020822	21,003.26	
Invoice: 2326110	21,	,003.26 101001	510500	PCH WATER 12/14/21-02 Purch Water-Vent			
				CHECK	103236 TOTAL:	37,520.79	
103237 02/08/2022 PRTD 30206 Invoice: 6364			364	12/31/2021 P/E 12/31/21-PWP EVEN	NT PLANNING	2,147.50	
	۷,	,147.50 701230	660400	Public Education CHECK	-	2,147.50	
103238 02/08/2022 PRTD 18914 Invoice: W1K1198-LV	,	NC. W 395.00 751750		11/16/2021 PWP SAMPLING-1101057 Other Laboratory	020822 Serv	395.00	
Invoice: W1K1813-LV	WECK LABORATORIES, IN	NC. W	1K1813-LV	11/24/2021 PWP SAMPLING-1J27068	020822	645.00	
involce. wikibis Lv		645.00 751750	571520	Other Laboratory	Serv		
Invoice: W1L0493-LV	WECK LABORATORIES, IN	NC. W	1L0493-LV	12/06/2021 PWP SAMPLING-1J13104	020822	710.00	
INVOICE: WIL0493-LV		710.00 751750	571520	Other Laboratory	Serv		
	WECK LABORATORIES, IN	NC. W	1L1560-LV	12/17/2021	020822	645.00	
Invoice: W1L1560-LV		645.00 751750	571520	PWP SAMPLING-1K23053 Other Laboratory	Serv		
	WECK LABORATORIES, IN	NC. W	2A0953-LV	01/11/2022	020822	849.10	
Invoice: W2A0953-LV		849.10 751810	571520	TAPIA INFLNT-1K16088 Other Laboratory	Serv		
Invoice: W2A0954-LV	WECK LABORATORIES, IN	NC. W	2A0954-LV	01/11/2022 TAPIA EFFLNT-1K16089	020822	3,157.21	
THVOICE: WZAU954-LV	3,	,157.21 751810	571520	Other Laboratory	Serv		
	WECK LABORATORIES, IN	NC. W	2A0955-LV	01/11/2022	020822	6,850.29	



CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR		II	NVOICE	INV DATE PO	CHECK RUN	NET
				INVOICE DTL DESC		
Invoice: W2A0955-LV		6,850.29 751810	571520	MALIBU CREEK-1K16090 Other Laboratory Serv		
	WECK LABORATORIES,	INC. W2	2A1494-LV	01/18/2022	020822	338.00
Invoice: W2A1494-LV				TAPIA EFFLNT-1L07082 Other Laboratory Serv		
	WECK LABORATORIES,	INC. W2	2A1496-LV	01/18/2022	020822	120.00
Invoice: W2A1496-LV		120.00 751810	571520	TAPIA INFLNT-1L07083 Other Laboratory Serv		
	WECK LABORATORIES,	INC. W2	2A1538-LV	01/18/2022	020822	3,383.00
Invoice: W2A1538-LV		3,383.00 751810	571520	MAILBU CREEK-1L07109 Other Laboratory Serv		
Turnet	WECK LABORATORIES,	INC. W2	2A1620-LV	01/20/2022	020822	2,775.28
Invoice: W2A1620-LV		2,775.28 751810	571520	005 EFFLNT-1K04091 Other Laboratory Serv		
	WECK LABORATORIES,	INC. W2	2A1658-LV	01/20/2022	020822	1,117.00
Invoice: W2A1658-LV		1,117.00 751810	571520	TAPIA EFFLNT-1K17052 Other Laboratory Serv		
	WECK LABORATORIES,	INC. W2	2A1693-LV	01/21/2022	020822	183.00
Invoice: W2A1693-LV		183.00 701341	551500	DIONIZED WATER-2A04138 Outside Services		
	WECK LABORATORIES,	INC. W2	2A2110-LV	01/26/2022		153.00
Invoice: W2A2110-LV		153.00 751820	571520	RLV COMPOST INPUT-1K04087 Other Laboratory Serv		
Invoice: W2A2111-LV	WECK LABORATORIES,	INC. W2	2A2111-LV	01/26/2022 INVESTIGATON-1L07079	020822	150.00
INVOICE: WZAZIII-LV		150.00 751820	571520	Other Laboratory Serv		
Invoice: W2A2112-LV	WECK LABORATORIES,	INC. W2	2A2112-LV	01/26/2022 INVESTIGATON-2A05065	020822	153.00
Invoice: wZAZIIZ-LV		153.00 751820	571520	Other Laboratory Serv		
	WECK LABORATORIES,	INC. W2	2A2199-LV	01/27/2022	020822	160.00
Invoice: W2A2199-LV		160.00 101600	571520	WLK RES-2A12060 Other Laboratory Serv		
	WECK LABORATORIES,	INC. W2	2A1875-LV	01/24/2022	020822	535.00
Invoice: W2A1875-LV		535.00 751750	571520	PWP SAMPLING-1L22082 Other Laboratory Serv		
				СНЕСК 10	3238 TOTAL:	22,318.88

CASH ACCOUNT: 999 100100 CHECK NO CHK DATE TYPE VENDOR	Cash-General NAME	INVOICE	INV DATE PO	CHECK RUN	NET
			INVOICE DTL DESC		
103239 02/08/2022 PRTD 8510 Invoice: 2-2-1010334	WORK BOOT WAREHOUSE	2-2-1010334	01/13/2022 SAFETY FOOTWEAR-R.A.	020822	172.46
		172.46 701222 623000	Safety Equipment		
Invoice: 2-2-1010349	WORK BOOT WAREHOUSE	2-2-1010349	SAFETY FOOTWEAR-T.H.	020822	225.00
		225.00 701222 623000	Safety Equipment		
Invoice: 2-2-1010350	WORK BOOT WAREHOUSE	2-2-1010350	SAFETY FOOTWEAR-K.K.	020822	225.00
		225.00 701331 623000	Safety Equip		
Invoice: 2-1-1004573	WORK BOOT WAREHOUSE	2-1-1004573	01/16/2022 SAFETY FOOTWEAR-J.U.	020822	225.00
		225.00 701342 623000	Safety Equip		
Invoice: 2-2-1010458	WORK BOOT WAREHOUSE	2-2-1010458	01/18/2022 SAFETY FOOTWEAR-A.A.	020822	225.00
11101000 2 2 1010150		225.00 701322 623000	Safety Equip		
Invoice: 2-2-1010510	WORK BOOT WAREHOUSE	2-2-1010510	01/21/2022 SAFETY FOOTWEAR-T.G.	020822	205.97
		205.97 701222 623000	Safety Equipment		
Invoice: 2-2-1010521	WORK BOOT WAREHOUSE	2-2-1010521	01/21/2022 SAFETY FOOTWEAR-R.S.	020822	225.00
1110100. 2-2-1010321		225.00 701222 623000	Safety Equipment		
			CHECK	103239 TOTAL:	1,503.43
103240 02/08/2022 prtd 19502	YORKE ENGINEERING. I	LC 27949	01/17/2022	020822	3,696.95
Invoice: 27949		,696.95 701121 651600	'21 EMGCY RULEMAKING-D Other Professional	EC'21	2,000100
			СНЕСК	103240 TOTAL:	3,696.95
		NUMBER OF CHECKS	56 *** CASH AC	COUNT TOTAL ***	1,248,134.67
		TOTAL PRINTED CHE	COUNT CKS 56 1,248	AMOUNT ,134.67	

*** GRAND TOTAL *** 1,248,134.67



JOURNAL ENTRIES TO BE CREATED CLERK: 3296brichie

YEAR PER JNL						
SRC ACCOUNT			ACCOUNT DESC	т ов	DEBIT	CREDIT
EFF DATE JNL DESC	REF 1 REF 2	ref 3	LINE DESC			
2022 8 30 APP 751-200000			Accounts Davahla		441,326.38	
02/08/2022 020822	020822		Accounts Payable AP CASH DISBURSEMENTS	JOURNAL	441,320.38	
APP 999-100100	020022		Cash-General	JOORNAL		1,248,134.67
02/08/2022 020822	020822		AP CASH DISBURSEMENTS	JOURNAL		_,,
APP 101-200000			Accounts Payable		228,823.24	
02/08/2022 020822	020822		AP CASH DISBURSEMENTS	JOURNAL	45 552 20	
APP 701-200000 02/08/2022 020822	020822		Accounts Payable AP CASH DISBURSEMENTS		45,552.20	
APP 301-200000	020822		Accounts Payable	JUUKNAL	181,237.02	
02/08/2022 020822	020822		AP CASH DISBURSEMENTS	JOURNAL	101,257.02	
APP 130-200000			Accounts Payable		7,496.40	
02/08/2022 020822	020822		AP CASH DISBURSEMENTS	JOURNAL		
APP 754-200000	020022		Accounts Payable		340,819.83	
02/08/2022 020822	020822		AP CASH DISBURSEMENTS	JOURNAL	2 262 50	
APP 330-200000 02/08/2022 020822	020822		Accounts Payable AP CASH DISBURSEMENTS		2,362.50	
APP 102-200000	020822		Accounts Payable	JOORNAL	517.10	
02/08/2022 020822	020822		AP CASH DISBURSEMENTS	JOURNAL	011110	
- , ,			GENERAL LEDGER		1,248,134.67	1.248.134.67
						, , , , , , , , , , , , , , , , , , , ,
122 000 207510					111 226 28	
APP 999-207510 02/08/2022 020822	020822		Due to/Due FromJPA Opera	itions	441,326.38	
APP 751-100100	020822		Cash-General			441,326.38
02/08/2022 020822	020822					111,520150
APP 999-201010			Due to/Due Frm Potable W	/tr Ops	228,823.24	
02/08/2022 020822	020822					
APP 101-100100	020022		Cash-General			228,823.24
02/08/2022 020822 APP 999-207010	020822		Due to/Due FromInternal	SVC	45,552.20	
02/08/2022 020822	020822		Due to/Due Fromititernat	572	43,332.20	
APP 701-100100	020822		Cash-General			45,552.20
02/08/2022 020822	020822					13,332120
APP 999-203010			Due to/Due FrmPotable Wt	r Repl	181,237.02	
02/08/2022 020822	020822					
APP 301-100100	020822		Cash-General			181,237.02
02/08/2022 020822 APP 999-201300	020822		Due to/Due FrmSanitation	000	7,496.40	
02/08/2022 020822	020822		Due co/Due Filisalitación	i ups	7,490.40	
APP 130-100100	OLOOLL		Cash-General			7,496.40
02/08/2022 020822	020822					,
APP 999-207540			Due to/Due FromJPA Repla	acement	340,819.83	
02/08/2022 020822	020822					240 010 02
APP 754-100100 02/08/2022 020822	020822		Cash-General			340,819.83
APP 999-203300	020022		Due to/Due FrmSanitat Re	nlace	2,362.50	
				.p i ucc	2,502.50	



JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1 REF 2	ref 3	ACCOUNT DESC LINE DESC	т ов	DEBIT	CREDIT
02/08/2022 020822	020822					
APP 330-100100 02/08/2022 020822	020822		Cash-General			2,362.50
APP 999-201020	020022		Due to/Due Frm Recl Wtr Ops		517.10	
02/08/2022 020822	020822					
APP 102-100100 02/08/2022 020822	020822		Cash-General			517.10
02/00/2022 020022	020022		SYSTEM GENERATED ENTRIES TOTAL	-	1,248,134.67	1,248,134.67
			JOURNAL 2022/08/30 TOTAL	-	2,496,269.34	2,496,269.34



JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE ACCOUNT DESCRIPTION	N	DEBIT	CREDIT
101 Potable water Operations 101-100100 101-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	228,823.24 228,823.24	228,823.24 228,823.24
102 Reclaimed Water Operations 102-100100 102-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	517.10 517.10	517.10 517.10
130 Sanitation Operations 130-100100 130-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	7,496.40 7,496.40	7,496.40 7,496.40
301 Potable wtr Replacement Fund 301-100100 301-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	181,237.02 181,237.02	181,237.02 181,237.02
330 Sanitation Replacement 330-100100 330-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	2,362.50 2,362.50	2,362.50 2,362.50
701 Internal Service Fund 701-100100 701-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	45,552.20 45,552.20	45,552.20 45,552.20
751 JPA Operations 751-100100 751-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	441,326.38 441,326.38	441,326.38 441,326.38
754 JPA Replacement 754-100100 754-200000	2022	8	30	02/08/2022 Cash-General Accounts Payable	FUND TOTAL	340,819.83 340,819.83	340,819.83 340,819.83
999 Pooled Cash	2022	8	30	02/08/2022			_



JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER JNL EFF DATE ACCOUNT DESCRIPTION	DEBIT	CREDIT
999-100100 999-201010 999-201020 999-20300 999-20300 999-20300 999-207010 999-207510 999-207540	Cash-General Due to/Due Frm Potable Wtr Ops Due to/Due Frm Recl Wtr Ops Due to/Due FrmSanitation Ops Due to/Due FrmPotable Wtr Repl Due to/Due FrmSanitat Replace Due to/Due FromInternal Svs Due to/Due FromJPA Operations Due to/Due FromJPA Replacement FUND TOTAL	$228,823.24 \\517.10 \\7,496.40 \\181,237.02 \\2,362.50 \\45,552.20 \\441,326.38 \\340,819.83 \\1,248,134.67$	1,248,134.67

JOURNAL ENTRIES TO BE CREATED

FUN	D		DUE TO	DUE FR
101 102 130 301 330 701 751 754 999	Potable Water Operations Reclaimed Water Operations Sanitation Operations Potable Wtr Replacement Fund Sanitation Replacement Internal Service Fund JPA Operations JPA Replacement Pooled Cash	TOTAL	1,248,134.67 1,248,134.67	228,823.24 517.10 7,496.40 181,237.02 2,362.50 45,552.20 441,326.38 340,819.83 1,248,134.67

** END OF REPORT - Generated by Brian Richie **

ITEM 4B



LAS VIRGENES MUNICIPAL WATER DISTRICT

4232 Las Virgenes Road, Calabasas CA 91302

MINUTES REGULAR MEETING

9:00 AM

February 1, 2022

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by John Zhao.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at <u>9:00 a.m.</u> by Board President Lewitt via teleconference in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. The meeting was conducted via teleconference pursuant to the provisions of Assembly Bill 361, which suspended certain requirements of the Ralph M. Brown Act to support social distancing guidelines associated with response to the coronavirus (COVID-19) outbreak. Josie Guzman, Clerk of the Board, conducted the roll call.

Present:Directors Charles Caspary (via teleconference), Jay Lewitt, Lynda Lo-Hill
(via teleconference), Len Polan (via teleconference), and Lee Renger
(via teleconference)Absent:NoneStaff Present:David Pedersen, General Manager
Joe McDermott, Director of Engineering and External Affairs
Don Patterson, Director of Finance and Administration
John Zhao, Director of Facilities and Operations
Josie Guzman, Clerk of the Board
Keith Lemieux, District Counsel (via teleconference)

2. <u>APPROVAL OF AGENDA AND APPOVAL OF FINDINGS OF RESOLUTION NO.</u> 2603 (AB 361)

<u>Director Caspary</u> moved to approve the agenda and approve the findings of Resolution No. 2603 (AB 361). Motion seconded by <u>Director Polan</u>. Motion carried unanimously by roll call vote.

3. PUBLIC COMMENTS

None.

4. CONSENT CALENDAR

- A List of Demands: February 1, 2022: Receive and file
- B Minutes Regular Meeting of January 18, 2022: Approve
- C Water Supply Conditions Update: Receive and file
- D Budget Planning Calendar for Fiscal Years 2022-24

Receive and file the Budget Planning Calendar for Fiscal Years 2022-24.

E Monthly Cash and Investment Report: December 2021

Receive and file the Monthly Cash and Investment Report for December 2021.

<u>Director Caspary</u> moved to approve the Consent Calendar. Motion seconded by <u>Director</u> <u>Lo-Hill</u>. Motion carried unanimously by roll call vote.

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Legislative and Regulatory Updates

Joe McDermott, Director of Engineering and External Affairs, reported that the period for two-year bill to pass out of their house of origin ended on January 31st, and two-year bills that did not advance at the end of this period would not move forward. He noted that the deadline for new bill introductions would be on February 18th. He reported that SB 230 (Portantino) was the only two-year bill that had advanced to the Assembly, which would establish a science advisory panel to review constituents of emerging concern in drinking water as opposed to the Legislature setting arbitrary limits. He also reported that the Association of California Water Agencies (ACWA) would advocate for an additional \$100 million for recycling projects over and above what Governor Gavin Newsom included in his recent budget proposal. He noted that Governor Newsom proposed \$400 million over three years for both water recycling and groundwater cleanup projects.

6. <u>TREASURER</u>

Director Lo-Hill stated that the Treasurer's report was in order.

7. BOARD OF DIRECTORS

A Authorization of Woolsey Fire Relief for 1709 Lechusa Drive

Authorize the General Manager to apply the Woolsey Fire relief to offset the cost for upgrade from a 3/4-inch meter to a one-inch meter at 1709 Lechusa Drive.

General Manager David Pedersen provided the report.

Director Polan moved to approve Item 7A. Motion seconded by Director Lo-Hill.

General Manager David Pedersen responded to questions regarding the circumstances related to the meter servicing 1709 Lechusa Drive.

Motion carried unanimously by roll call vote.

8. FINANCE AND ADMINISTRATION

A Potable Water Standby Charge: Adoption

Waive the full reading and give second by title only; pass, approve, and adopt proposed Ordinance No. 284 as it relates to continuation of the Potable Water Replacement Fund Standby Charge for Fiscal Year 2022-23; and order publication within 15 days of adoption using a summary of the Ordinance.

ORDINANCE NO. 284

AN ORDINANCE OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AS IT RELATES TO STANDBY CHARGES FOR THE FISCAL YEAR COMMENCING JULY 1, 2022.

(Reference is hereby made to Ordinance No. 284 on file in the District's Ordinance Book and by this reference the same is incorporated herein.)

Brian Richie, Finance Manager, presented the report.

<u>Director Polan</u> moved to approve Item 8A. Motion seconded by <u>Director Lo-Hill</u>. Motion carried unanimously by roll call vote.

Keith Lemieux, District Counsel, read Ordinance No. 284 in title only.

9. ENGINEERING AND EXTERNAL AFFAIRS

A Stationary Emergency Generators for Critical Potable Water Pump Stations: Award

Award a construction contract to Eco Energy Solutions, Inc., dba High Volt Electric, in the amount of \$1,948,130; and reject all remaining bids upon receipt of the duly executed contract documents.

Mercedes Acevedo, Assistant Engineer, presented the report.

Director Polan moved to approve Item 9A. Motion seconded by Director Caspary.

Ms. Acevedo responded to questions regarding the new diesel generators and the grant award, which would cover 75 percent of the total eligible cost of the project. She also responded to a question regarding the bid documents specifying the provision of new generators and limitation on outdated equipment. She stated that the District could request receiving the newest model generators that meet Air Quality Management District standards and California Codes. She also responded to a question regarding the provision of staff training on the new generators.

Motion carried unanimously by roll call vote.

B Las Virgenes Reservoir (Westlake) Dam Settlement Report

Receive and file the 2021 Las Virgenes Reservoir (Westlake) Dam Settlement Report

Mercedes Acevedo, Assistant Engineer, presented the report.

Director Lo-Hill moved to receive and file Item 9B. Motion seconded by Director Polan.

Ms. Acevedo responded to questions regarding the crack repairs to the spillway and monitoring for deterioration. Eric Schlageter, Principal Engineer, added that the cracks in the spillway were found to be cosmetic and no degradation was found that would warrant further evaluation of the internal reinforcing steel. He stated that the focus of the repairs was to seal any minor cracks to prevent any water intrusion.

Motion carried unanimously by roll call vote.

10. NON-ACTION ITEMS

A Organization Reports

Director Caspary reported that he attended the Santa Monica Bay Restoration Commission Executive Committee Meeting on January 20th, where they reviewed items to place on the February 17th Governing Board Meeting agenda. He stated that these items would include appointments and reappointments to the Technical Advisory Committee, presentation of the draft Santa Monica Bay National Estuary Program (NEP) Fiscal Year 2023 Work Plan, and a presentation by Los Angeles Sanitation and Environment on the Hyperion 2035 Vision for 100 percent water recycling program. He noted that the Committee scheduled a stakeholders' workshop regarding the 2023 Draft

NEP) Work Plan for February 24th. He also noted that the Committee met in closed session regarding potential litigation, and there was no reportable action taken. He also reported that he attended the Association of California Water Agencies (ACWA) State Legislative Committee meeting on January 28th, and noted that the ACWA Spring Conference would be held in person in Sacramento. He also reported that the ACWA Washington D.C. Conference was rescheduled to July. He noted that ACWA was focusing on seeking additional infrastructure funding for dam safety and investigation, and treatment of per- and polyfluoroalkyl substances (PFAS). He also noted that the California Water Association asked ACWA to consider extending the arrearages period for past due water bills. He noted that Assemblywoman Laura Friedman was expected to introduce a new bill seeking to reduce indoor water use standards. He also reported that the State Water Resources Control Board would meet on February 10th to review new regulations on water use efficiency. He noted that there was an effort by the Planning and Conservation League to examine existing water rights and how they might be changed due to climate change. He also reported that SB 230 (Portantino) would establish a fiveyear program to study contaminants of emerging concern.

B Director's Reports on Outside Meetings

Director Polan reported that he attended the Association of Water Agencies of Ventura County (AWAVC) WaterWise Program on January 20th, where a presentation was provided by Eric Boldt, Warning Coordination Meteorologist from the National Oceanic and Atmospheric Administration/National Weather Service. He noted that there was much rain in December; however, not much rain had fallen since December.

Director Lo-Hill reported that she attended the MWD Special Board Meeting on January 25th where the MWD Board considered MWD Chairwoman Gloria Gray's recommendations for appointment of Committee Chairs and Vice Chairs, and Vice Chairs to the MWD Board. She noted that the MWD Board failed to approve Chairwoman Gray's recommendations.

Board President Lewitt reported that he also attended the MWD Special Board Meeting. He noted that an article was published in the *Los Angeles Times* regarding the MWD Board's vote against Chairwoman Gray's recommended appointments. He expressed concern that the MWD Board appeared to be fractured and that the issue appeared to be diversity. He also expressed concern that in the meantime good water policy would not be promoted, and he suggested asking MWD Representative Glen Peterson for additional information. He also reported that he attended the AWAVC WaterWise Program, and noted that this year could be an underperforming year if no rain were to fall in the coming months. He asked that the District continue to promote water conservation.

Director Lo-Hill reported that she also attended the AWAVC WaterWise Program.

C General Manager Reports

(1) General Business

General Manager David Pedersen reported that on January 20th, the California

Department of Water Resources (DWR) announced an increase to the State Water Project allocation from zero percent to 15 percent. He noted that the District issued a press release acknowledging the increase and also acknowledging the need to continue to focus on water conservation. He stated that this announcement would help to delay the need for human health and safety deliveries from the State Water Project during the current water year. He also stated that the District needed to begin to consider the next water year in case there is no early season rain and snow, be very mindful of the water supply conditions, and focus on water conservation. He responded to a question regarding DWR's rationale for a 15 percent allocation by stating that the DWR conducted a thorough analytical process to determine the allocation by evaluating snowpack, reservoir levels, and water supply conditions to come up with a 90 percent exceedance level for the proposed deliveries. He also responded to a question regarding the average allocation to the District over the past 20 years by stating that the allocation was previously 35 or 40 percent and as high as 50+ percent. He noted that MWD estimates that a 35 percent allocation is generally needed to balance supply and demand, maintaining the same storage levels as the prior year. Board President Lewitt suggested messaging to the customers that a 35 percent allocation from the State Water Project was needed, and the 15 percent allocation was a deficit by 20 percent.

General Manager David Pedersen also reported that sloughing was occurring on the slope between the Rancho Las Virgenes Composting Facility and Headquarters along Las Virgenes Road due to recent rain events and saturated soil. He noted that staff was working with the City of Calabasas on the best approach to address this issue. He also reported that the California Association of Sanitation Agencies (CASA) would hold its Washington D.C. Policy Forum on February 28th and March 1st, and the Association of California Water Agencies (ACWA) rescheduled its Washington D.C. Conference to July. He provided an updated regarding COVID-19 response and noted that the District was experiencing improved conditions. He recommended that the District continue to keep Headquarters open to the public by appointment only through February 11th, and to reopen to the public with normal business operations effective February 14th.

John Zhao, Director of Facilities and Operations, responded to a question regarding whether the District received results from its participation in the COVID-19 wastewater epidemiology study by stating that results were received from the samples submitted three months ago. He noted that the District was participating in a new national sanitary sewer surveillance system program, and he would follow-up with information on the frequency of sending samples for the new program.

(2) Follow-Up Items

General Manager David Pedersen stated that staff would follow-up with MWD staff to provide an update on the Delta Conveyance Project at a future Board meeting.

D Directors' Comments

Director Polan inquired regarding the status of MWD's Long-Term Solutions for State Water Project Dependent Areas. General Manager David Pedersen responded that MWD

would soon begin to perform a severe or extreme drought assessment, and MWD staff would simultaneously present a recommendation to the MWD Board to proceed with feasibility studies for two projects that would be helpful to the region to consider a potential expansion of the Greg Avenue Pump Station and reverse flow in the Sepulveda Feeder. He stated that District staff would speak to these items when presented at the MWD Committee meetings.

Director Caspary acknowledged staff on their efforts in securing a Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) grant for the Stationary Emergency Generators for Critical Potable Water Pump Stations Project. He noted that after the Woolsey Fire, representatives from CalOES indicated that funding would be available to assist residents and utilities. He asked staff to communicate the award of the project to the local cities served by these facilities. He noted that fire insurance for District customers had become quite expensive, and he believed that these types of projects would help to mitigate the cost increases in fire insurance going forward. He also asked that the local cities be asked to share this information with their residents and insurers.

11. FUTURE AGENDA ITEMS

None.

12. PUBLIC COMMENTS

None.

13. CLOSED SESSION

A Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):

National Fire & Marine Insurance Company as Subrogee for Knight-Calabasas LLC v. Las Virgenes Municipal Water District

B Conference with Labor Negotiator (Government Code Section 54957.6):

Agency Designated Representatives: David W. Pedersen, General Manager; Donald Patterson, Director of Finance and Administration; Sophia Crocker, Human Resources Manager

Employee Organizations: General and Office Units represented by Service Employees International Union (SEIU), Local 721

The Board recessed to Closed Session at <u>9:55 a.m.</u> and reconvened to Open Session at <u>10:46 a.m.</u>

Keith Lemieux, District Counsel, announced that the Board received reports for Closed

Session Items 13A and 13B, and there was no reportable action.

14. OPEN SESSION AND ADJOURNMENT

Seeing no further business to come before the Board, the meeting was duly adjourned at **10:48 a.m.**

Jay Lewitt, President Board of Directors Las Virgenes Municipal Water District

ATTEST:

Lee Renger, Secretary Board of Directors Las Virgenes Municipal Water District

(SEAL)

February 2, 2022

To: Payroll

From: David W. Pedersen General Manager

DocuSigned by: Daniel W. Deleun 12C6BE2E4EC

RE: Per Diem Request – January 2022

Attached are the Director statements of attendance for meetings, conferences and miscellaneous functions, which are summarized in the table below. If you have any questions, please contact me. Thank you.

On April 25, 2017, the Board adopted Resolution No. 2513, amending the per diem rate to \$220.

	<u>Director</u>	<u>No. of</u> <u>Meetings</u>	Rate	<u>Total</u>
8014	Charles Caspary	5	\$220.00	\$1,100.00
19447	Jay Lewitt	5	\$220.00	\$1,100.00
21169	Lynda Lo-Hill	6	\$220.00	\$1,320.00
18856	Leonard Polan	3	\$220.00	\$660.00
14702	Lee Renger	3	\$220.00	\$660.00

*<u>LVMWD Code Section 2-2.106(a)</u>: "not exceeding a total of ten (10) days in any calendar month"

**<u>LVMWD Code Section 2-2.106(b)</u>: MWD director "not exceeding a total of ten (10) additional days in any calendar month." To:

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

LAS VIRGENES
MUNICIPAL BATTER DISTRICT

Clerk of the Board

Director's Name:

Charles Caspary

Month of: January 2022

Division:

Division 1

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)		# of Da	ays Claimed	Reimbursible	Reimbursible Check One		Event Title
	Event	Travel ¹	Total	Expenses ² (Y/N)	MWD	LVMWD	
1/4/2022	1		1	N		х	LAS VIRGENES BOARD MEETING
1/7/2022	1		1	N		х	ACWA - STATE LEGISLATIVE COMMITTEE
1/18/2022	1		1	N		х	LAS VIRGENES BOARD MEETING
1/20/2022	1		1	N		x	SANTA MONICA BAY RESORATION COMMISSION - EXECUTIVE COMMITTEE
1/28/2022	1		1	N		x	ACWA - STATE LEGISLATIVE COMMITTEE
		TOTAL	5				Date Submitted: February 1, 2022

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. 2. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

February 1, 2022

Director Signature:

Charles Caspary (via email)

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

LAS VIRGENES	To: Josie Guzm	an, Clerk of the Board	Director's Name:	Jay Lewitt
MUNICIPAL				5
ATER DISTRICT	Month of:	Jan-22	Division:	

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	#	of Days Cla	imed	Reimbursible	Chec	k One	Event Title
				Expenses ²			
	Event	Travel ¹	Total	(Y/N)	MWD	LVMWD	
1.4.22	1		1				LV Board Meeting
1.6.22	1		1				ACWA DC Conference Working Group Meeting
1.18.22	1		1				LV Board Meeting
1.20.22	1		1				AWA Water Wise Meeting
1.25.22	1		1				Met Board Meeting
		TOTAL	5			1	2.2.22
							Date Submitted:

NOTES: **1**. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. **2**. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

Director Signature:

Jay Lewitt via email

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

LAS VIRGENES	То:	Josie Guzman, Clerk of the Board	Director's Name:	Lynda Lo-Hill
MUNICIPAL BATTER DISTRICT	Month	of: January	Division:	2

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	#	of Days Cla	imed	Reimbursible	Chec	k One	Event Title
				Expenses ²			
	Event	Travel ¹	Total	(Y/N)	MWD	LVMWD	
1/4/2022	1		1	N		х	LVMWD Regular Board Meeting
1/10/2022	1		1	Ν		x	MWD Committe Meetings (Comm&Leg, Eng, Water Planning& Stewardship, Real Property)
1/11/2022	1		1	Ν		х	MWD (Leg&Claims, Org Pers Tech, Board of Dir)
1/18/2022	1		1	Ν		х	LVMWD Regular Board Meeting
1/20/2022	1		1	N		х	AWA Meeting
1/24/2022	1		1	N		х	MWD Committee Meetings (BD, Exec)
L	I	TOTAL	6			<u>I</u>	Date Submitted: 1/31/2022

NOTES: **1**. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. **2**. Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

Director Signature:

Lynda to Hill

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT

LAS VIRGENES	То:	Josie Guzman, Clerk of the Board	Director's Name:	Leonard Polan
MUNICIPAL BRANDER ST. 194	Month of:	Jan-22	- Division:	#4
an DIST.			-	

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	4	# of Days Cla	aimed	Reimbursible			Event Title
				Expenses ²			
	Event	Travel ¹	Total	(Y/N)	MWD	LVMWD	
1/4/22	1		1	Y		Y	LVMWD Bd Meeting
1/18/22	1		1	Y		Y	LVMWD Bd Meeting
1/20/22	1		1			Y	VCAWA Meeting
L		TOTAL	3		<u> </u>		I

NOTES: 1. Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. **2.** Attach completed Statement of Account and Claim for Personally Incurred Expenses form.

Date Submitted:

2/1/22

Director Signature:

Leonard E. Polan

DocuSign Envelope ID: 82F9A159-38B5-463C-B290-080195B19E3A

LAS VIRGENES MUNICIPAL WATER	R DISTRICT - PER DIEM REPORT
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LAS VIRGENES	
MUNICIPAL RATER DISTRICT	

To:	losie Guzman	Clerk of the Board
10.	JUSIC UUZIIIAII,	CIEIN UI LIE DUALL

Director's Name:

LEE RENGER

Month of: JANUARY, 2022

Division:

3

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed			Reimbursible Check One		k One	Event Title
	Event	Travel 1	Total	Expenses ² (Y/N)	MWD	LVMWD	
1/4/2022	1		1	Ν		X	LVMWD BOARD MEETING
1/18/2022	1		1	N		X	LVMWD BOARD MEETING
1/20/2022	1		1	N		X	AWA WEB MEETING
	I	TOTAL	3				DATE SUBMITTED: 1-Feb-22

Glen Peterson, Director



Metropolitan Water District of Southern California2936 Triunfo Canyon RdDATE:Agoura, CA. 91301INVOICE #email: glenpsop@icloud.comFOR:Directorfees

Bill To:

Las Virgenes Municipal Water District

4232 Las Virgenes Canyon Rd Calabasas, CA. 91302 attn: Josie Guzman, Clerk of the Board 818-251-2100

Date	Description	fee
1/8/2022	Northern Caucus	\$220.00
1/10/2022	MWD Committees	\$220.00
1/11/2022	Committee and Board Meetings	\$220.00
1/18/2022	Report to LVMWD Board	\$220.00
1/20/2022	AWAVC meeting	\$220.00
1/25/2022	MWD Committee and Special Board Meeting	\$220.00
	TOTAL	\$1,320.00

Make Check payable to Glen Peterson

Thank you for the opportunity to serve

ITEM 4D



February 15, 2022 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject: Claim by Alan Pine

SUMMARY:

On January 10, 2022, the District received the attached claim from Alan Pine of Calabasas. The claimant is seeking damages, in the amount of \$6,190, related to an alleged water main break that caused mud to flow onto his property. Based on an investigation, staff determined that the break occurred on the downstream or customer side of the water meter. As a result, staff recommends that the Board deny the claim.

RECOMMENDATION(S):

Deny the claim by Alan Pine.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

FINANCIAL IMPACT:

There is no financial impact associated with denying the claim.

DISCUSSION:

Alan Pine of Calabasas submitted a claim, in the amount of \$6,190, for damages allegedly caused by a water main break. Staff investigated the claim and determined that the damages were related to a break downstream of the HOA meter for the community. The District is not

responsible for the water line on the HOA's side of the meter. As a result, staff recommends denial of the claim.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Tiffany Armstead, Administrative Specialist - Risk Management

ATTACHMENTS:

Claim by Alan Pine

From the desk of : Alan Pine 23664 Park Andorra Calabasas, Ca. 91302 310-728-5013 1/6/22

Dear LVUSD,

On or about 12/30/21, we noticed a huge mud flow beginning at the top of the hill directly above our next door neighbors home ... this originated on Park Volente. It was raining very hard during this period and we assumed that it was natural slippage due to rain and the prolonged drought. The mud flow lasted approximately two days... during which time I called Ivwmd, City of Calabasas, and Ross Morgan.. and all were closed due to the holidays. I then drove around and finally found a work crew on Mulholland and begged them to clear at least part of the street as the mud was backing up into my yard in a big way threatening my home and vehicles parked. They were able to clear some, but the rain continued. The following day that the rain had subsided, I look at the top of the hill as I had heard some noise and noticed still a huge mud and water debris flow, and felt that this was not normal, so I drove up to Park Volante and knocked on the neighbors door and walked to the backyard with the owner and saw a large waterfall emanating from under his deck area. We again called LVMWD and they came out and shut off the water and that seemed to have stopped the waterfall and resulting debris/mud flow. As of this writing our street and properties have not been cleared.

We have suffered damages due to this water main break (please see attached invoices and pictures, and would greatly appreciate being refunded our costs due to no fault of our own.

The total is-\$6190.00

Thanks in advance,

Alan Pine

c.c. Barry Pine esq.

RECEIVED JAN 1 0 2022 BY:....





Claim Against Las Virgenes Municipal Water District Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board Las Virgenes Municipal Water District 4232 Las Virgenes Road Calabasas, CA 91302

Alan Pine Name of claimant/s:

Address/location of accident or occurrence:

Address to where replies/notices should be sent (if different from the above):

SIC 125013 Work/Cell: Telephone numbers: Home: _____

Please answer the following questions. If more space is required, please attach additional sheets. <u>Please attach</u> any receipts, invoices, estimates or photos that may help in consideration of your claim.

1. When did damage or injury occur? (Give exact date and hour)

12/30 0 12 (31 Amla: WAM- 9:00 Am

2. <u>Where did the damage or injury occur?</u>

Dange property & cause above valdents due to MUD Flow Srow broken main on Park Valente

3. <u>How did the damage or injury occur?</u> (Give full details)

Main breekage & subscort mud flow down hill side

4. <u>What</u> damage or injuries do you claim?

see attached choots

- If this claim is for-damage to property, are you the legal owner of said property? 5. Yes No I If not, please list name and address of property owner.
- What is the name/s of the District employee/s causing the injury, damage or loss, if known? 6.

If District employees were involved in causing the damage or injury, do you believe there was a particular 7. act or omission on the part of the employees that caused it?

- What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.) 8. Amount claimed as of this date: \$ Estimated amount of future expenses: \$ Total Amount Claimed: \$ Basis for computation of amounts claimed: ESHingle Howk Compl
- Other details? (Names, addresses of witnesses, doctors and hospitals) 9.

Signature of Claimant or Person Acting on Claimant's Behalf

Print Name of Signee (required):

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents Notice: for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

____ Time: _____ Recorded by: _OSIC 10122 Date Received: Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

TROUTWINE PLUMBING INC.

4564 E. Los Angeles Ave., Suite G 4564 Los Angeles Ave. #G Simi Valley, CA 93063 Phone 818-592-6445 or 805-579-6179

Estimate	
----------	--

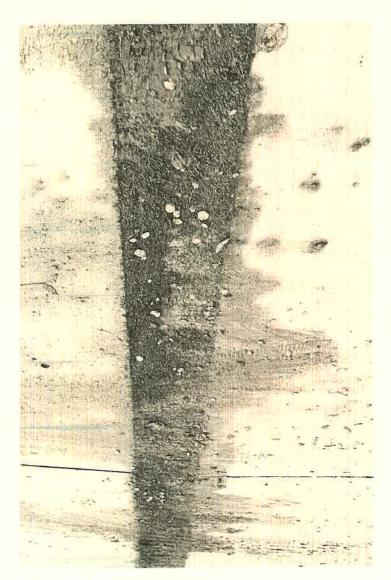
Date	Estimate #
1/4/2022	1E

Name / Address

MDAC BUILDING CORP 7210 JORDAN AVE. B-14 CANOGA PARK, CA 91303

Job address	
23664 PARK ANDORA	
CALABASAS, CA	

				Project
Item	Description	Qty	Cost	Total
Snake	EMERGENCY SNAKE OF AREA DRAINS DUE TO AREA DRAIN BACK AND MUD THAT FLOODED FRONTYARD.		350.00	350.00
		Tot	al	\$350.0





Estimate #000002

January 5, 2022

Customer

Alan Pine alpine788@aol.com

Message

We look forward to working with you.Hello, i'm sending you this invoice for a 2012 Mercedes. The total is \$250 for the work. Please set up a time with me to do a detail hopefully by the ending of next week after cleaning it. Thank you!

Custom Amount	\$250.00
Subtotal	\$250.00
Total	\$250.00

Tj' Hand Wash & Details jgarciavannuys@aol.com +1 (818) 744-6729 From: messenger@messaging.squareup.com,
To: alpine788@aol.com,
Subject: You received a new estimate! (#000001)
Date: Wed, Jan 5, 2022 7:39 pm



Tj' Hand Wash & Details

New Estimate



Estimate

View Estimate

Estimate #000001 sent January 5, 2022

Customer

Alan Pine

Message

We look forward to working with you.Hello, i'm sending you this invoice for a 2020 Ram. The total is \$250 for the work. Please set up a time with me to do a detail hopefully by the ending of next week after cleaning it. Thank you!

Custom Amount

\$250.00

MDAC 7210 Jordan Ave. #B-14 Canoga Park,Ca. 91303

Lic. # 1021329 B-1 Office: 818-203-8881 e: MDACBUILDINGCORP@YAHOO.COM www.mdacbuildingcorp.com

Pine residence

Contract Proposal

Date: 1/5/22 General Contractor: MDAC Lic#1021329 B-1 Project: See below for description of work.

MDAC in compliance with your Request for Bids for the construction of the **Job** project, having examined the Contract Documents and other related documents (if any), hereby proposes to furnish labor and materials in accordance with the Contract Documents set forth herein, and at the prices stated below.

After our contract proposal is received by Pine hereinafter referred to as owners, MDAC agrees to meet immediately with owners for proposes of determining any Subcontract duplications or omissions. For purposes of these meetings, MDAC agrees to provide a complete, detailed cost breakdown; a list of all sub-contractors proposed for use in the work; and a list of all materials and their manufactures proposed for use in the work if requested by owner.

MDAC when awarded a Contract/subcontract, agrees to commence the contracted work and to fully complete the contracted work in accordance with a schedule to be established in collaboration with **owners** that meets the time requirement of the Project.

All applicable taxes are included in the Base Bid. MDAC agrees that this base bid shall be good and not withdrawn for a period of 10 calendar days after the submission of Contract Proposal.

Bid Documents

Job Site Visit Meeting with owners /plans if provided. PERMITS NOT INCLUDED.

Scope: see below:

- 1. Remove mudflow debris on property haul to dump-\$1550.00
- 2. Remove and replace damaged artificial grass in driveway (4) app 1x27, and in parkway app. 10x18 with matching as close as possible new turf-\$1700.00
- 3. Remove slurry at bottom of above areas, haul debris to dump and replace compromised (mud damaged so it sinks) with new slurry, compact to allow new artificial grass to be installed-\$1200.00

1

70

Total-\$4450.00 20% profit and overhead-\$890.00 Total-\$5340.00

Progress payments as follows: Deposit-\$1000.00 Commencement-30% 1/2 Complete-30% ³/₄ Completed-20% Completed-20%

Payments due within 5 calendar days of billing. Commencement payment due on or before day of startup. Deposit of \$1000.00 required within 3 calendar days upon signing.

We Exclude

- Permits (see above conditions)
- 2. Structural Engineering if applicable
- 3. Warranty of any kind for existing walls.
- 4. Interior flooring of any kind unless stated.
- 5. Hardscape unless stated.
- 6. Plans of any kind, approved plans to be provided by owner.
- Asbestos testing, removal or any other mandatory or voluntary asbestos removal, including any discovered before, during or after construction.
- 8. Deputy inspections.
- 9. Structural observations

Terms and Conditions : Please read the below conditions

- 1) MDAC requires the construction schedule to be a mutually agreeable schedule to establish the activities and working time necessary to perform and complete the contracted scope.
- 2) Should the project be delayed through no fault of MDAC and cause delay in requirements of its materials, a review of the effect on the price and delivery will be made and, if found necessary, will be considered just cause for an adjustment of either or both.
- 3) Debris will be placed in a central location for removal from the building and the job site at stated cost to MDAC per line item of contract
- 4) MDAC may use the likeness of this project for its advertising.
- 5) MDAC excludes all protection of its material after progressive installation on the building.
- 6) Cleaning of project shall consist of removal of excess sealants, tags and debris at time of items provided and completion of job and general construction and installation. All further

cleaning, including final cleaning and polishing of interior and exterior glass, interior of home, inside of cabinets and move in cleaning will be done by others. Broom clean only.

7) Sealants and paints to be standard available colors.

1.6

- 8) MDAC excludes glass breakage unless broken by its own forces
- 9) Product warranties will be as specified by manufacturers.
- 10) This Contract has provided for agreed upon payment schedule.
- 11) MDAC will not be responsible for delays due to contingencies beyond our control. This includes strikes, labor disputes, fire, changes ordered in the Work, unusual delay in transportation, unavoidable casualties, adverse weather conditions, or acts of God, or for delays caused or contributed to by the Owner, Architect, Contractor, or any person on the job.
- 12) Changes, deletions and additions to MDAC.'s work will not be performed without an approved change order with an agreed price. Field change orders will be performed on a time plus material basis. Will have an agreed upon price for the particular item/service to be performed.
- 13) MDAC will not be bound to any Contract Documents that did not exist, or that it has not received and reviewed prior to the date of this proposal.
- 14) If this proposal is accepted and subsequently assigned to another party, MDAC reserves the right to approve the assignment and require that this proposal and any subsequent agreements to be incorporated into any subcontract issued pursuant to such agreement.
- 15) The project manager/owner may be asked to provide evidence satisfactory to MDAC of all sources of funding for the project. This evidence must be provided as a condition precedent to MDAC performing any work under the Contract.
- 16) Owners agrees to pay MDAC in full for all work performed by MDAC pursuant to the Contract within 7 days of the completion of work/invoice sent. ALL EXTRAS PAID UPON BILLING
- 17) Owners to provide contractors workmen means of toilet during course of construction. N/A
- 18) MDAC right to file a lien on the property will be forfeited only to the extent that MDAC has received payment.
- 19) MDAC shall not be back charged without its consent and prior approval by signed change order.
- 20) Conflicts occurring between plans, specifications, and shop drawings if applicable, will be negotiated and settled between MDAC and owners on a speedy, fair, and equitable basis. It shall be understood that MDAC has responsibility to bring such conflicts to the attention of the owners only within a reasonable time from the date such conflicts actually become known to MDAC (if applicable)
- 21) Materials will be furnished in accordance with published tolerances for color variation, thickness, size, finish, texture, and performance standards.
- 22) MDAC is responsible for marking, taping, or masking of glass or metal after installation of windows and doors.
- 23) MDAC will not be required to begin work until sufficient areas are available to insure an efficient, continual work schedule. Likewise, MDAC will not work the project in an "out of sequence" manner unless done so of his own free will or specific agreed upon request.
- 24) In order to produce this project in an efficient timely manner MDAC must have the cooperation of owners.
- 25). Cost per man hour for items not included in contract are: \$85.00 per hour.
- 26) MDAC shall not be obliged under this contract to indemnify Association, Owner, or Architect and/or owners, with respect to any occurrence or accident, which is, caused by the sole negligence or willful misconduct of owners their agents or servants, or other third parties. All contractors on site carry Workers Compensation (1 million limit) and Public Liability (1 million limit)
- 27) Owner agrees that contractor/MDAC may use video, photos or social media of any type of this project for future advertising purposes only, and only with owner prior written permission.

28) Allowances *if any are fully refundable plus profit and overhead for portion unused. Any overages of allowances are simply paid for by owner without any additional costs by contractor.

Page 4

Respectfully Submitted, **MDAC INC.**

Acceptance of contract/proposal-------The above prices and conditions are satisfactory, and are hereby accepted. You are authorized to do the work described within as specified. Payments will be made as outlined on the preceding pages.

ACCEPTANCE OF TERMS

Contractor_____MDAC inc. 1/5/22

Owner

Contractor: MDAC INC.

Duration of project to be approximately 1 weeks. All materials must be available and ordered to be able to obtain the proposed finish date. This

is only an approximation, subject to delays from acts of God or other incidents as described above.

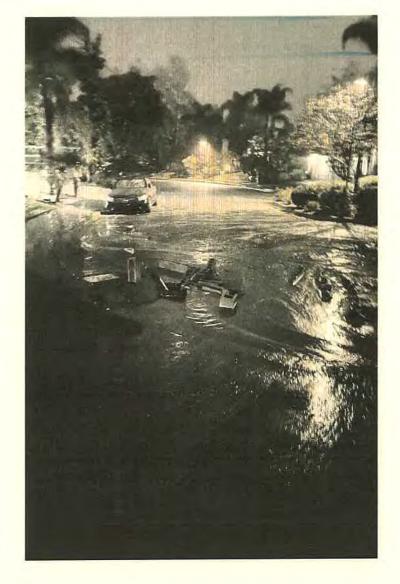
NOTICE TO OWNER

Contractors are required to be licensed by the California State License Board. Any questions concerning a contractor should be referred to the Registrar: Contractors State License Board 9835 Goethe Rd. Sacramento, Ca. 95826. You may call the board at 1800-321-2752 Section 7018.5 Contractors license law

Under the mechanics lien law, any contractor or material supplier who improves your property has a right to enforce his claim against your property for non- payment. Under the law you may protect yourself by filing a copy of the contract, along with releases provided at the county recorders' office where the work is to be performed. You can and should ask for and received progress lien releases prior to progress payments. *Subject only to any changes by engineer, city or owner.

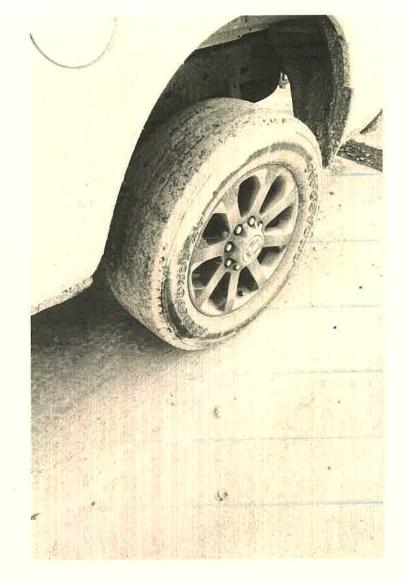
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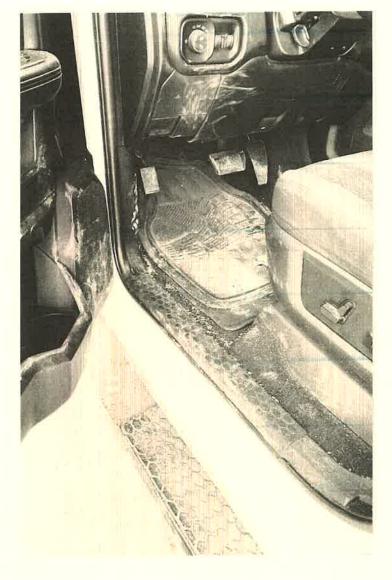
References on request.

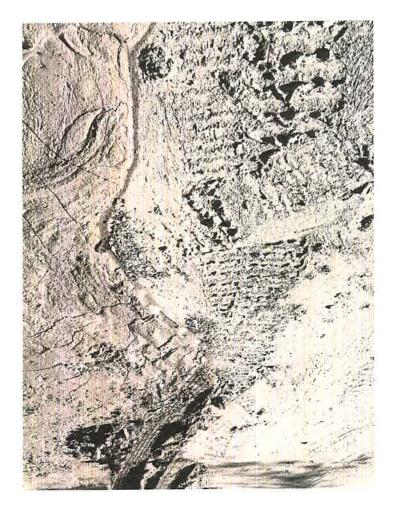


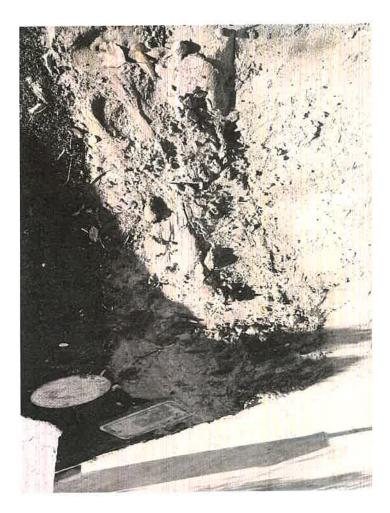
Street Jew & driening











23404 Parke Androva Calibrism, C. 91302

LUMWO 4222 Las Virgeues RD Calabaro, Gi 91302

At clevel of Board



THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA



Regular Board of Directors Meeting - Final - Revised 1

February 8, 2022

12:00 PM

Tuesday, February 8, 3 Meeting Schedule	
09:00 a.m L&C	
10:00 a.m Jt L&C/OF	P&T
10:30 a.m OP&T	
11:30 a.m Break	
12:00 p.m BOD	

Teleconference meetings will continue through the end of the year. Live streaming is available for all board and committee meetings on mwdh2o.com (<u>Click Here</u>)

A listen only phone line is also available at 1-800-603-9516; enter code: 2176868#. Members of the public may present their comments to the Board on matters within their jurisdiction as listed on the agenda via teleconference only. To participate call (404) 400-0335 and enter Code: 9601962.

MWD Headquarters Building - 700 N. Alameda Street - Los Angeles, CA 90012

1. Call to Order

- 1.1 Invocation: Kevin Mapp, Videographer II, External Affairs Group
- 1.2 Pledge of Allegiance: Director Steve Blois, Calleguas MWD
- 2. Roll Call
- 3. Determination of a Quorum
- Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))
 - **a.** Member Agency Overview: E.J. Caldwell, Interim General <u>21-809</u> Manager, West Basin Municipal Water District [SUBJECT CHANGED 2/3/22]

5. OTHER MATTERS AND REPORTS

A. Report on Directors' Events Attended at Metropolitan's Expense <u>21-812</u>

Attachments: 02082022 BOD 5A Report.pdf

Board of Directors

Page 2

В.	Chairwoman's Monthly Activity Report	<u>21-813</u>
	Attachments: 02082022 BOD 5B Report.pdf	
C.	General Manager's summary of activities	<u>21-814</u>
	Attachments: 02082022 BOD 5C Report.pdf	
D.	General Counsel's summary of activities	<u>21-815</u>
	Attachments: 02082022 BOD 5D Report.pdf	
Е.	General Auditor's summary of activities	<u>21-816</u>
	Attachments: 02082022 BOD 5E Report.pdf	
F.	Ethics Officer's summary of activities	<u>21-817</u>
	Attachments: 02082022 BOD 5F Report.pdf	

** CONSENT CALENDAR ITEMS -- ACTION **

6. CONSENT CALENDAR OTHER ITEMS - ACTION

 A. Approval of the Minutes of the Regular Meeting for January 11, 2022; and the Special Board Meeting for January 25, 2022 (Copies have been submitted to each Director) Any additions, corrections, or omissions

Attachments: 02082022 BOD 6A1 minutes.pdf 02082022 BOD 6A2 minutes.pdf

B. Adopt resolution to continue remote teleconference meetings pursuant to the Brown Act Section 54953(e) for meetings of Metropolitan's legislative bodies for a period of 30 days; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

Attachments: 02082022 BOD 6B Resolution.pdf

C. Approve Committee Assignments

7. CONSENT CALENDAR ITEMS - ACTION

Board of Directors

Page 3

Set combined public hearing regarding: (1) the proposed water 7-1 21-798 rates and charges for calendar years 2023 and 2024 necessary to meet the revenue requirements for fiscal years 2022/23 and 2023/24, and (2) review of the applicability of the MWD Act Section 124.5 ad valorem property tax limitation for fiscal years 2022/23 through 2025/26; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (FI)

Attachments: 02082022 FI 7-1 B-L.pdf 02082022 FI 7-1 Presentation.pdf Water Rates Tax Increase - Oppose Email from S. Pitcher 02.05.2022.pdf

7-2 Award three professional services agreements to support 21-800 rehabilitation projects at the Colorado River Aqueduct pumping plants: (1) an agreement with Parsons Transportation Group Inc. in an amount not to exceed \$2,650,000; (2) an agreement with Jacobs Engineering Group Inc. in an amount not to exceed \$650,000; and (3) an agreement with Tetra Tech, Inc. in an amount not to exceed \$650,000; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EO)

Attachments: 02082022 EO 7-2 B-L.pdf 02082022 EO 7-2 Presentation.pdf

7-3 Authorize an agreement with La Cañada Design Group, Inc., in an amount not to exceed \$4,400,000 for preliminary design to upgrade Metropolitan's Water Quality Laboratory, and an agreement with Rincon Consultants, Inc., in an amount not to exceed \$550,000 for environmental support services; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA (EO)

Attachments: 02082022 EO 7-3 B-L.pdf 02082022 EO 7-3 Presentation.pdf 21-801

7-4 Amend the Capital Investment Plan for fiscal years 2020/2021 and 2021/2022 to include planning and implementation of infrastructure projects to improve water supply reliability for the west service area and authorize an agreement with Carollo Engineers, Inc. in an amount not to exceed \$300,000 for professional services; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EO)

Attachments: 02082022 EO 7-4 B-L.pdf 02082022 EO 7-4 Presentation.pdf

7-5 Review and consider Addendum No. 4 to the certified 2017 Programmatic Environmental Impact Report; and award \$4,759,000 contract to Facility Builders & Erectors, Inc. for construction of a valve and equipment storage building at the Lake Mathews Reservoir site to support the Prestressed Concrete Cylinder Pipe Rehabilitation Program (EO)

Attachments: 02082022 EO 7-5 B-L.pdf

7-5 Attachment 5 – Addendum No. 4 to Final PEIR.pdf 7-5 Attachment 6 - PCCP Final PEIR Vol 1.pdf 7-5 Attachment 7 - PCCP Final PEIR Vol 2.pdf 02082022 EO 7-5 Presentation.pdf

 7-6 Approve Metropolitan's annual memberships in the National Water Research Institute and authorize dues of \$50,000, and the Council for Environmental and Economic Balance's Air Project and the Climate Change Project and authorize dues payments of \$30,500 and \$34,000, respectively; the General Manager determined that the proposed action is exempt from or otherwise not subject to CEQA (CL)

Attachments: 02082022 CL 7-6 B-L .pdf 02082022 CL 7-6 Presentation.pdf

 7-7 Authorize the General Manager to Sign the Equity in Infrastructure Program pledge and participate in the project to support opportunities for historically underserved and underutilized businesses; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (OPT)

Attachments: 02082022 OPT 7-7 B-L.pdf 02082022 OPT 7-7 Presentation.pdf 7-8 Authorize: (1) agreement with the State Water Contractors, Inc. to pursue 2022 Sacramento Valley water transfer supplies; and (2) \$5 per acre-foot initial administrative deposit not-to-exceed \$500,000; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (WPS)

Attachments: 02082022 WPS 7-8 B-L.pdf 02082022 WPS 7-8 Presentation.pdf

7-9 Authorize General Manager to enter into a reverse-cyclic agreement with participating agencies to preserve the availability of State Water Project supplies to Metropolitan; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (WPS)

Attachments: 02082022 WPS 7-9 B-L.pdf 02082022 WPS 7-9 Presentation.pdf

** END OF CONSENT CALENDAR ITEMS **

8. OTHER BOARD ITEMS - ACTION

None

9. BOARD INFORMATION ITEMS

9-1 Report on Conservation

21-810

Attachments: 02082022 BOD 9-1 Report.pdf

9-2 Proposed biennial budget, which includes the Capital Investment Plan and revenue requirements for fiscal years 2022/23 and 2023/24; proposed water rates and charges for calendar years 2023 and 2024 to meet revenue requirements for fiscal years 2022/23 and 2023/24; ten-year forecast; and Cost of Service Report.(Workshop #1) [POSTING SEPARATELY] (FI)

Attachments: 02082022 FI 9-2 B-L.pdf 02082022 FI 9-2 Presentation.pdf

10. FOLLOW-UP ITEMS

None

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

NOTE:

At the discretion of the Board, all items appearing on this agenda and all committee agendas, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parenthesis at the end of the description of the agenda item e.g. (E&O, BF&I). Committee agendas may be obtained from the Executive Secretary.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.



Perris 106 TAF

Diamond Valley

595 TAF

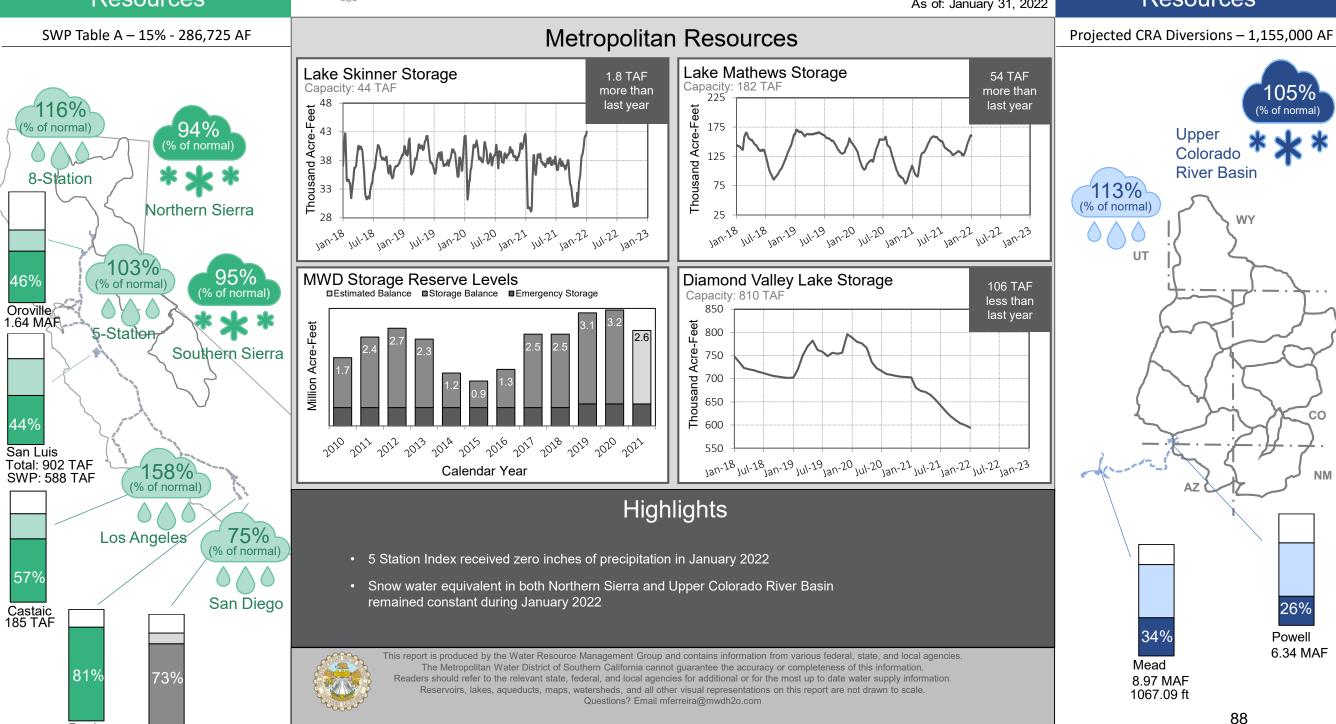


WATER SUPPLY CONDITIONS REPORT

Water Year 2021-2022

As of: January 31, 2022

Colorado River Resources

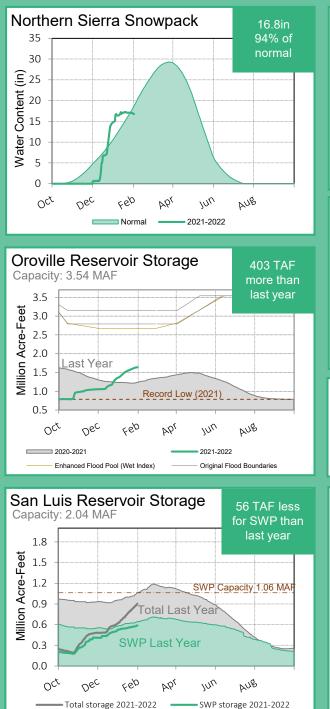


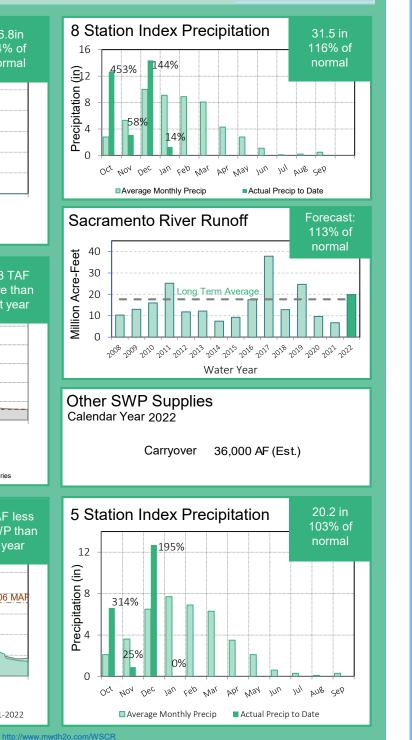
http://www.mwdh2o.com/WSCR

CO

NM

State Water Project Resources

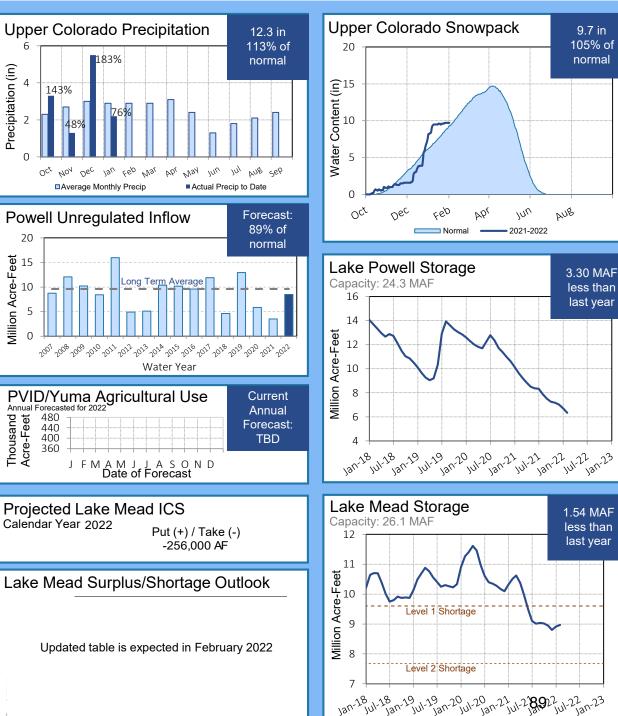




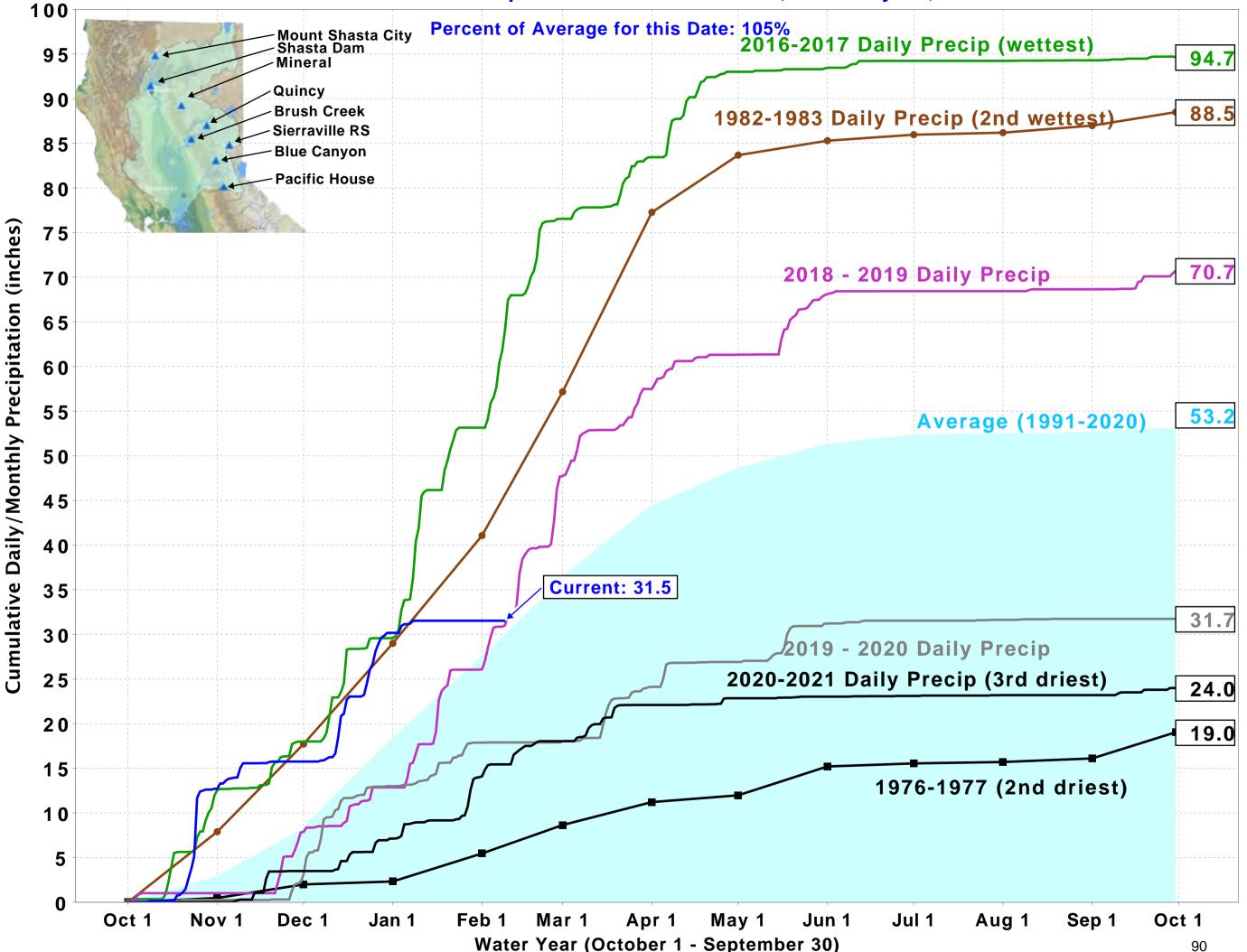
As of: 01/31/2022

Colorado River Resources





http://www.mwdh2o.com/WSCR



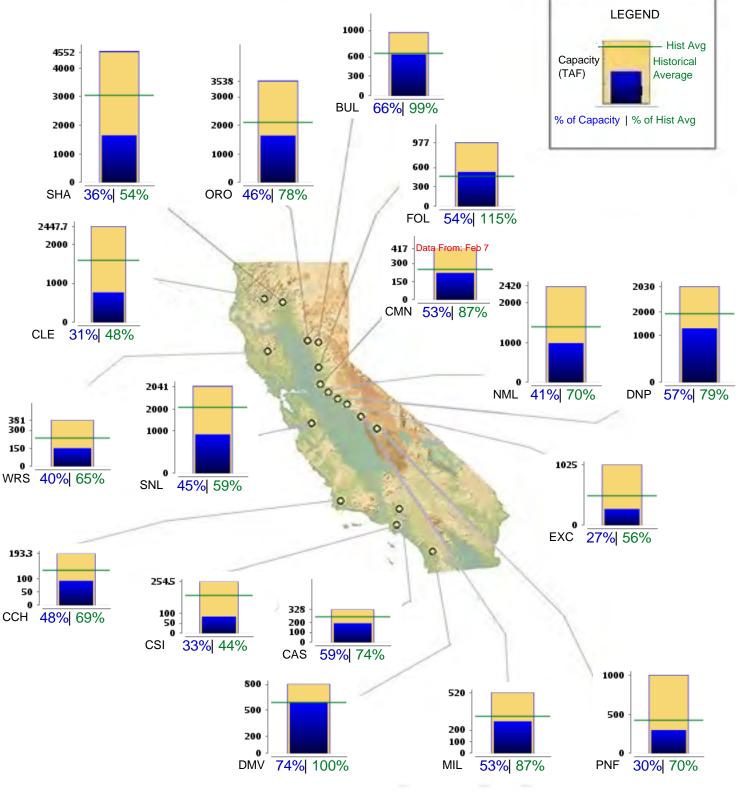
Northern Sierra Precipitation: 8-Station Index, February 09, 2022

Total Water Year Precipitation

90



CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS CURRENT CONDITIONS



Midnight - February 8, 2022



CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH		
Data as of February 9, 2022		
Number of Stations Reporting	30	
Average snow water equivalent (Inches)	16.5	
Percent of April 1 Average (%)	58	
Percent of normal for this date (%)	80	

CENTRAL		
Data as of February 9, 2022		
Number of Stations Reporting	42	
Average snow water equivalent (Inches)	16.6	
Percent of April 1 Average (%)	57	
Percent of normal for this date (%)	80	

SOUTH		
Data as of February 9, 2022		
Number of Stations Reporting	30	
Average snow water equivalent (Inches)	13.7	
Percent of April 1 Average (%)	55	
Percent of normal for this date (%)	82	

STATE		
Data as of February 9, 2022		
Number of Stations Reporting	102	
Average snow water equivalent (Inches)	15.7	
Percent of April 1 Average (%)	57	
Percent of normal for this date (%)	81	

Statewide Average: 57% / 81%

ITEM 7A



February 15, 2022 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject : Re-divisioning of District Director Boundaries: Public Hearing

SUMMARY:

The District is divided into five divisions with one Director representing each division. The terms of office for the three Directors representing Divisions 2, 3, and 5 will expire in December 2022, so an election will be held for these office on November 8, 2022. Prior to the actual election, staff must verify that representation in each division is reasonably equivalent based on results of the United States 2020 Census. Due to the impacts of the COVID-19 pandemic, the U. S. Census Bureau was delayed in completing its constitutional mandate to provide the census data to state and local government agencies, and the data was only recently released in September 2021. As a result, the Legislature passed SB 594 (Glazer), which was signed by Governor Gavin Newsom on September 27, 2021, to provide state and local government agencies with additional time to complete the redistricting process.

On November 16, 2021, staff presented the Board with two potential redistricting options to more closely balance the populations for Divisions 2 and 4, and the Board opted to move forward with Option No. 2. The California Elections Code requires that the Board hold two public hearings to receive input and feedback on the proposed redistricting, and adopt a resolution amending the District Director boundaries no later than April 17, 2022. Staff recommends that the Board conduct the first public hearing for Option No. 2.

RECOMMENDATION(S):

Conduct a public hearing in accordance with California Elections Code 22000 et seq., to receive public input and feedback on the proposed re-divisioning of the District Director boundaries; and schedule a second public hearing for approval of the re-divisioning on March 1, 2022.

FISCAL IMPACT:

ITEM BUDGETED:

No

FINANCIAL IMPACT:

There is no financial impact associated with this action.

DISCUSSION:

The District is divided into five divisions with one Director representing each division. The terms of office for the three Directors representing Divisions 2, 3, and 5 will expire in December 2022, so an election will be held for these office on November 8, 2022. Prior to the actual election, staff must verify that representation in each division is reasonably equivalent based on results of the United States 2020 Census. Due to the impacts of the COVID-19 pandemic, the U. S. Census Bureau was delayed in completing its constitutional mandate to provide the census data to state and local government agencies, and the data was only recently released in September 2021. As a result, the Legislature passed SB 594 (Glazer), which was signed by Governor Gavin Newsom on September 27, 2021, to provide state and local government agencies with additional time to complete the redistricting process.

On November 16, 2021, staff presented the Board with two potential redistricting options to more closely balance the populations for Divisions 2 and 4, and the Board opted to move forward with Option No. 2. Attached for reference are maps depicting the District's existing division boundaries and those proposed with Option No. 2. Following is a table that summarizes the population distribution among the District's five division with Option No. 2.

<u>Cer</u>	nsus 2020 Populati Option No 2	on
Division	Population	% Average
Div. 1	13,405	101%
Div. 2	13,051	99%
Div. 3	13,396	101%
Div. 4	12,888	97%
Div. 5	13,493	102%
TOTAL	66,233	

California Elections Code 22001 requires that the Board hold at least one public hearing to receive public input and feedback on the proposal to adjust the boundaries prior to the public hearing at which the Board votes to adopt a resolution for the action. The attached notice of public hearing was published in the the *Las Virgenes-Calabasas Enterprise* on February 10, 2022. A second public hearing will need to be held for the Board to adopt a resolution establishing the boundaries for the divisions represented by the members of the Board. Adoption of the resolution is required no later than April 17, 2022. Staff recommends that the Board schedule the second public hearing and adoption of the resolution on March 1, 2022.

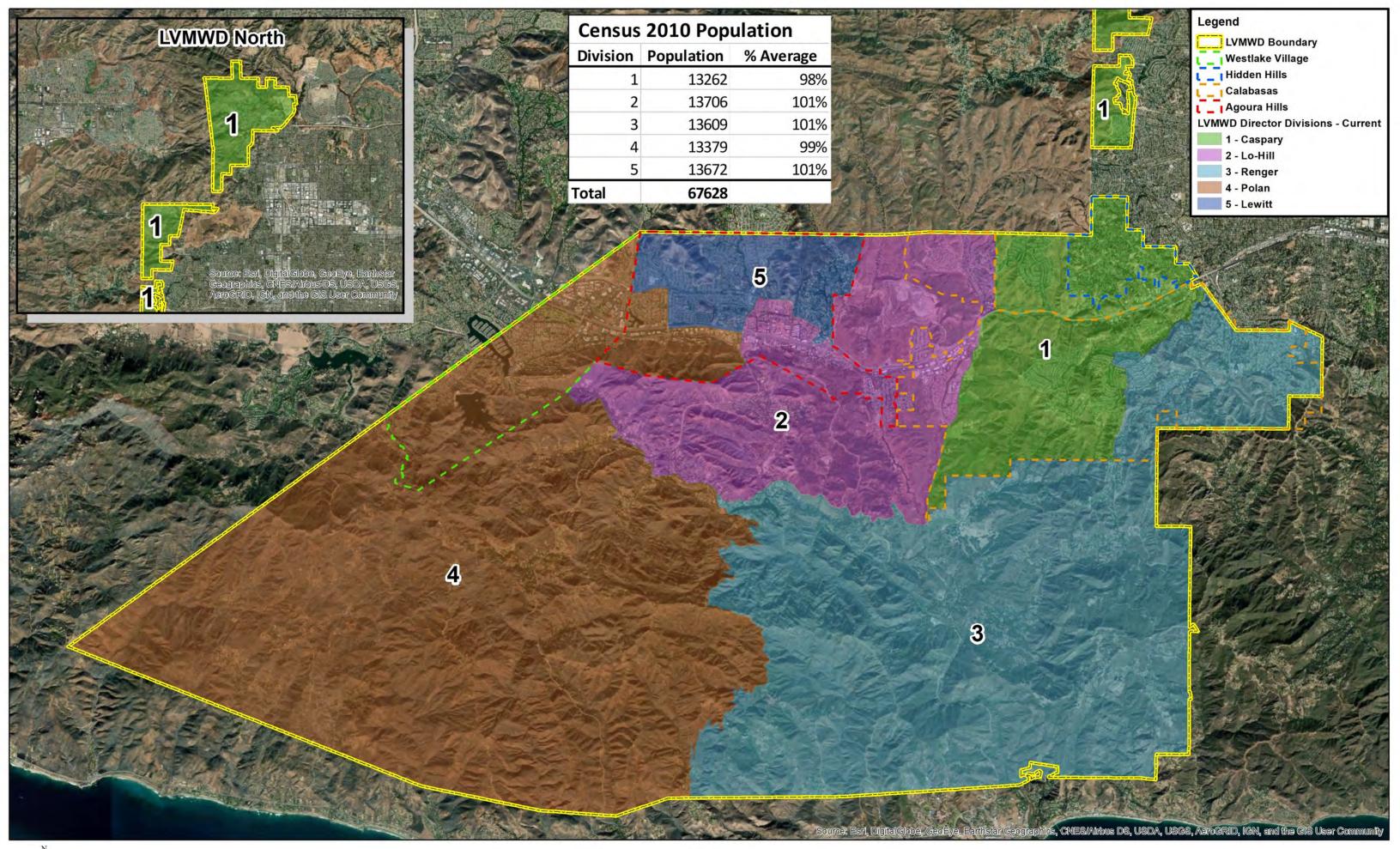
GOALS:

Sustain Community Awareness and Support

Prepared by: Josie Guzman, Executive Assistant/Clerk of the Board

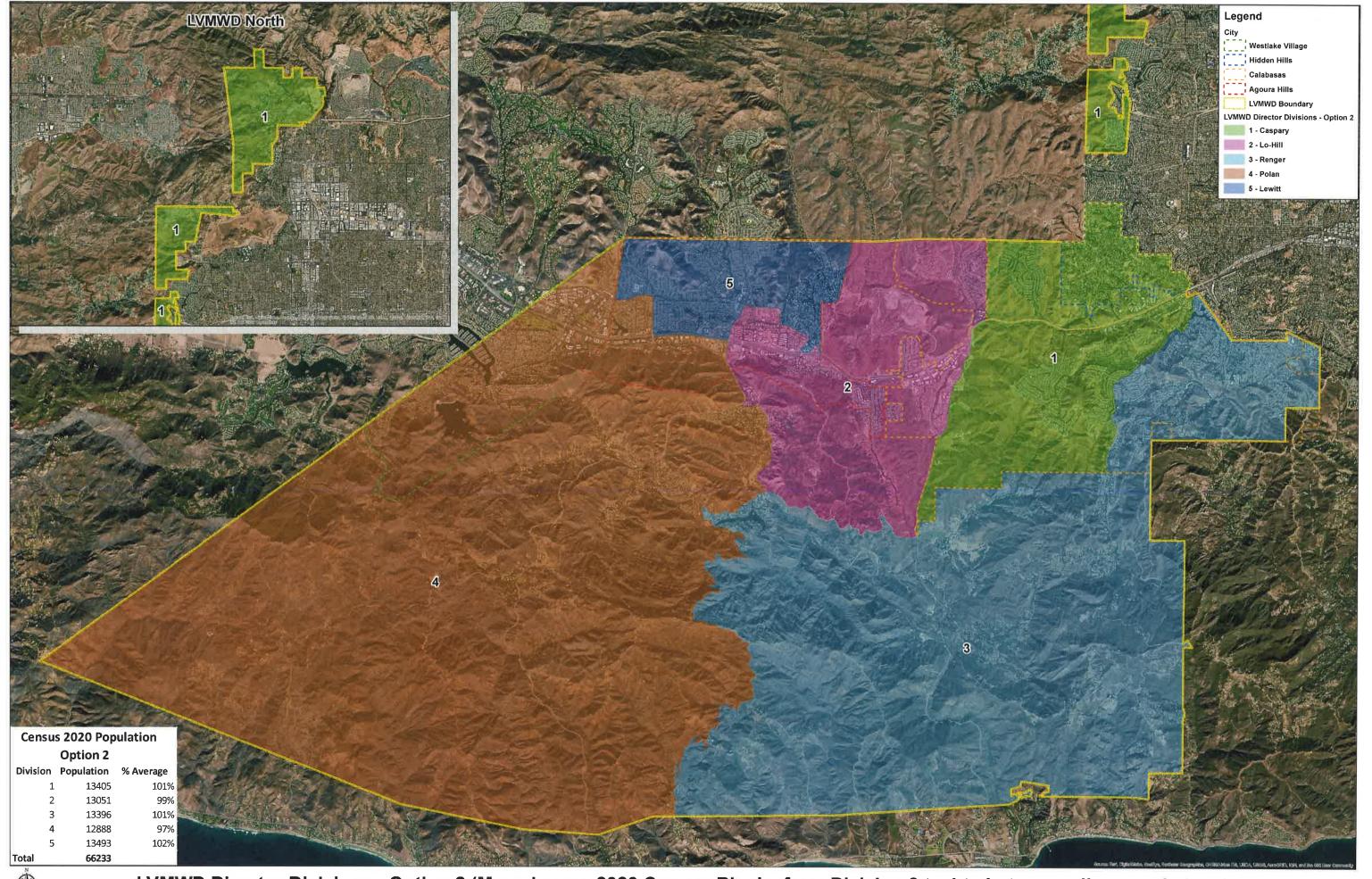
ATTACHMENTS:

Map of Existing Division Boundaries Map of Proposed Division Boundaries (Option No. 2) Notice of Public Hearing



W SEE

LVMWD Director Divisions - Current





LVMWD Director Divisions - Option 2 (Moved some 2020 Census Blocks from Division 2 to 4 to beter equalize populations)

NOTICE OF PUBLIC HEARING LAS VIRGENES MUNICIPAL WATER DISTRICT

TO RECEIVE PUBLIC INPUT REGARDING BOARD OF DIRECTOR DIVISION BOUNDARIES

NOTICE IS HEREBY GIVEN that pursuant to California Elections Code Section 22001, the Board of Directors of Las Virgenes Municipal Water District will conduct a public hearing to receive input regarding potential redistricting of Director Divisions on Tuesday, February 15, 2022, at 9:00 AM, at Las Virgenes Municipal Water District Headquarters, Board Room, 4232 Las Virgenes Road, Calabasas, California 91302. The public is invited to provide input and/or submit information regarding the proposed division boundaries. The draft map is available on the District's website at www.lvmwd.com/about-us/transparency/public-records/public-information-and-documents.

Questions or input may be mailed to:

Las Virgenes Municipal Water District Attn: Executive Assistant/Clerk of the Board 4232 Las Virgenes Road Calabasas, CA 91302

Or by email to: jguzman@lvmwd.com

BY ORDER OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT.

/s/ Josie Guzman, MMC Deputy Secretary of the Board

Publish on February 10, 2022.

ITEM 8A



February 15, 2022 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Financial Review: Second Quarter of Fiscal Year 2021-22

SUMMARY:

This report provides a summary of the financial review for the second quarter of Fiscal Year 2021-22. The financial review provides data through December 31, 2021.

RECOMMENDATION(S):

Receive and file the financial review for the second quarter of Fiscal Year 2021-22.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

DISCUSSION:

The second quarter financial review summarizes the District's year-to-date financial information for the period of July 1 through December 31, 2021, as compared to budgetary estimates and prior year actuals. It is important to note that due to the timing of various projects and payments, the report should primarily be used to identify areas where attention should be focused in response to emerging trends that may affect the District's financial position at year end.

Overall, revenues and expenses during the second quarter were consistent with projections in the adopted Fiscal Year 2021-22 Budget. There were no major fluctuations that require budget adjustments at this time.

Total operating revenues through the second quarter of Fiscal Year 2021-22 were \$40.6 million, \$0.5 million (or 1.22%) above the prior year's revenues of \$40.1 million and on pace to exceed the \$70.7 million budgeted revenues for the fiscal year. The increase in revenues as compared to the prior year was due to an increase in Potable Water Enterprise operating revenues of \$0.7 million (or 2.8%), along with an increase in the Sanitation Enterprise operating revenues of \$0.3 million (or 2.8%), offset by a decrease in the Recycled Water Enterprise operating revenues of \$0.5 million (or 11.6%) year-to-date through the second quarter.

The decrease in recycled water revenues was expected as the District began to impose wasteful use penalties for recycled water in 2021 in an effort to drive conservation and more efficient water use by customers. Though there has been a subsequent decrease in recycled water revenues year-over-year, revenues continue to outpace the \$6.0 million budget for the fiscal year.

Districtwide operating expenses through the second quarter of \$30.4 million were \$0.3 million (or 0.9%) above the prior year's operating expenses of \$30.1 million and are trending materially in line with budget expectations through the second quarter of the fiscal year. Total operating expenses of \$30.4 million encompass 52.5% of the \$57.8 million current budget for the fiscal year.

Potable Water operating expenses of \$20.2 million were in line with prior year operating expenses of \$20.2 million and are trending on pace with the annual fiscal year budget of \$40.1 million.

Recycled Water operating expenses of \$2.3 million were \$0.3 million (or 15.4%) higher than the prior year's expenses of \$2.0 million, driven primarily from an increase in source of supply costs year-over-year. Supply purchases from the Potable Water Enterprise were necessitated due to an increase in summer demand for recycled water, exceeding the available supply in the current fiscal year.

Sanitation operating expenses were \$7.8 million through the second quarter of Fiscal Year 2021-22, materially in line with prior year expenses also of \$7.8 million. There are no required budget adjustments recommended at this time.

The District generated net operating income available for capital projects of \$10.3 million through the second quarter, which is slightly above the prior year's net income through the second quarter of \$10.0 million and on pace to surpass the annual budgeted net operating income of \$12.9 million for the fiscal year.

The District has experienced minimal financial impact from the COVID-19 pandemic. Revenues collected from potable water penalties were \$0.9 million through the second quarter, which is below prior year penalties of \$1.3 million and can be attributed to improved water conservation efforts from District customers. Revenues from penalties represent 2.3% of the District's total revenues.

Attachment A provides a table summarizing the Fiscal Year 2021-22 year-to-date financial results. All data provided is through December 31, 2021.

Attachment B provides a summary of the volume of potable water delivered through the second quarter and a summary of the financial results for each enterprise.

Attachment C provides a Capital Improvement Project status report that includes prior year and current year expenses through December 31, 2021.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Brian Richie, Finance Manager

ATTACHMENTS:

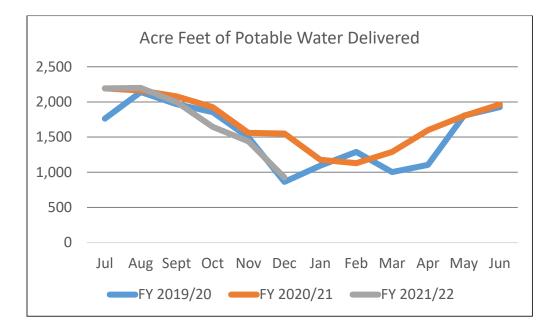
Attachment A Attachment B Attachment C

Las Virgenes Municipal Water District Financial Review: Statement of Net Operating Income For the Second Quarter ended December 31, 2021 (Preliminary) and 2020

(dollars in thousands)		Through 50% of	of the fiscal year	Vanian og midh	
	Current Budget Actual Year-to-Date		ar-to-Date	Variance with Prior Year Positive (Negative)	
	2021/22	2021/22	2020/21	2021/22 to 2020/21	
All Enterprises					
All Enterprises Total Operating Revenues	\$70,654	\$40,626	\$40,137	\$489	
Total Operating Revenues	\$70,034	\$40,020	\$40,137	φ + 0 <i>7</i>	
Expenses:					
Source of Supply	28,499	15,239	15,554	(315)	
Purchased Services	10,949	6,668	6,746	(78)	
O&M Expenses	4,677	1,944	2,633	(689)	
Administrative	12,500	6,034	4,891	1,143	
Other	1,123	480	276	204	
Total Operating Expenses	57,748	30,365	30,100	265	
Net Operating Income (Loss)	12,906	10,261	10,037	224	
Potable Water Operations					
Total Operating Revenues	44,940	26,818	26,095	723	
Expanses					
Expenses:	24.009	12 200	12 042	$(\mathcal{C}\mathcal{A}\mathcal{T})$	
Source of Supply	24,998	13,296	13,943	(647)	
O&M Expenses	4,260	1,877	2,415	(538)	
Administrative	9,761	4,517	3,631	886	
Other	1,123	480	276	204	
Total Operating Expenses	40,142	20,170	20,265	(95)	
Net Operating Income (Loss)	4,798	6,648	5,830	818	
Recycled Water Operations	< 00 7	2 050	4 250	(500)	
Total Operating Revenues	6,097	3,870	4,378	(508)	
Expenses:					
Source of Supply	3,501	1,943	1,611	332	
O&M Expenses	161	8	84	(76)	
Administrative	810	406	347	59	
Total Operating Expenses	4,472	2,357	2,042	315	
Net Operating Income (Loss)	1,625	1,513	2,336	(823)	
Sanitation Operations					
Total Operating Revenues	19,617	9,938	9,664	274	
Expenses:					
Purchased Services	10,949	6,668	6,746	(78)	
O&M Expenses	256	59	134	(75)	
Administrative	1,929	1,111	913	198	
Total Operating Expenses	13,134	7,838	7,793	45	
Net Operating Income (Loss)	\$6,483	\$2,100	\$1,871	\$229	

ATTACHMENT B

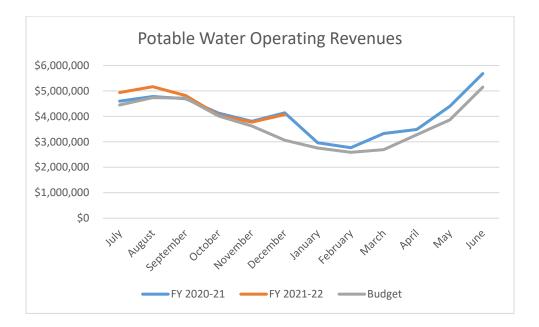
Through the second quarter of fiscal year 2021-22, acre-feet of potable water delivered decreased by 9.32% compared to the potable water delivered through fiscal year 2020-21 but increased 3.09% compared to potable water delivered through the second quarter of fiscal year 2019-20.

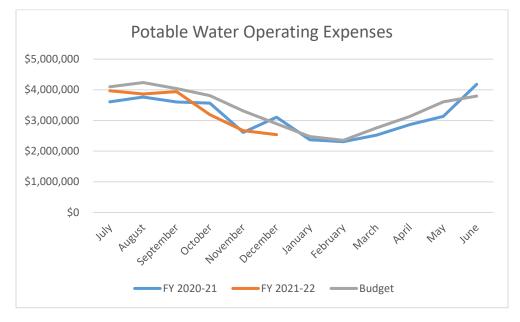


Potable Water Enterprise

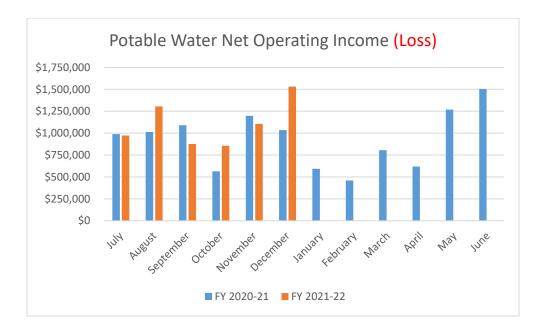
Operating revenues for the Potable Water Enterprise of \$26.8 million were \$0.8 million (or 2.8%) above the prior fiscal year revenues through the second quarter. Potable Water operating expenses of \$20.2 million were in line with prior year operating expenses of \$20.2 million and are trending on pace with the annual budget of \$40.1 million, 50% through the fiscal year. The following tables and charts below compare the current and prior year-to-date revenues and expenses versus the annual budget through 50% of the fiscal year (dollars in thousands).

	Current Budget			Variance with Prior Year Positive (Negative)
-	2021/22	2021/22	2020/21	2021/22 to 2020/21
Potable Water Operations				
Total Operating Revenues	44,940	26,818	26,095	723
Expenses:				
Source of Supply	24,998	13,296	13,943	(647)
O&M Expenses	4,260	1,877	2,415	(538)
Administrative	9,761	4,517	3,631	886
Other	1,123	480	276	204
Total Operating Expenses	40,142	20,170	20,265	(95)
Net Operating Income (Loss)	4,798	6,648	5,830	818





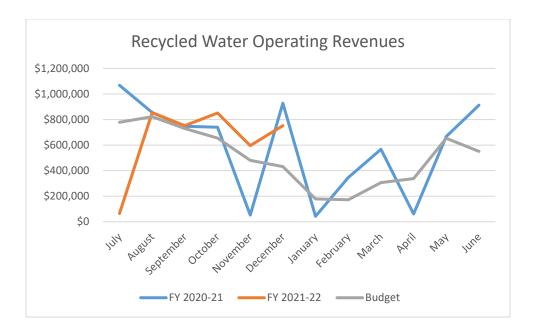
It is also important to measure whether the enterprise has sufficient revenue to cover both operating costs and the portion of capital expenditures that are dependent on rate revenue. The chart below shows the potable water operating net income each month of fiscal year 2020-21 and fiscal year 2021-22. The Potable Water Enterprise had a fiscal year-to-date net operating income of \$6.6 million through the second quarter of the fiscal year versus a net operating income of \$5.8 million through the second quarter prior year. The District depends on net operating income to fund capital projects and meet policy-required reserves.

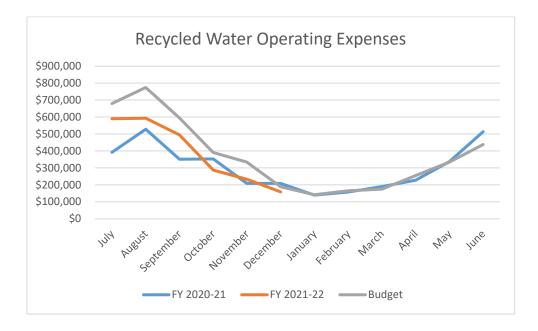


Recycled Water Enterprise

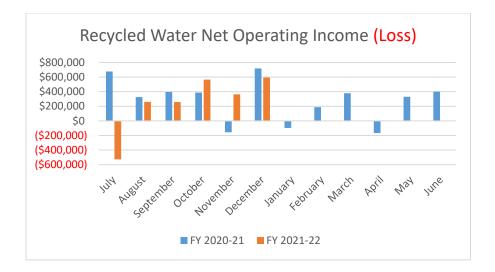
Recycled Water Enterprise operating revenues of \$3.8 million through the second quarter of the current fiscal year were \$0.5 million (or 11.6%) below prior year revenues through the same period yet are currently on pace to surpass the \$6.0 million annual budget through 50% of the fiscal year. Due to the timing of when revenue posts for utility billing cycles in the District accounting software certain months will show a more dramatic decline in revenue versus other months. Over the course of the year this monthly timing effect in revenue posting is nullified. Recycled Water operating expenses of \$2.3 million were \$0.3 million (or 15.4%) higher than prior year expenses of \$2.0 million.

	Current Budget	Actual Ye	ar-to-Date	Variance with Prior Year Positive (Negative)
	2021/22	2021/22	2020/21	2021/22 to 2020/21
Recycled Water Operations				
Total Operating Revenues	6,097	3,870	4,378	(508)
Expenses:				
Source of Supply	3,501	1,943	1,611	332
O&M Expenses	161	8	84	(76)
Administrative	810	406	347	59
Total Operating Expenses	4,472	2,357	2,042	315
Net Operating Income (Loss)	1,625	1,513	2,336	(823)





The Recycled Water Enterprise had a fiscal year-to-date net operating income available for capital projects of \$1.5 million through the second quarter of the fiscal year versus a net operating income of \$2.3 million through the second quarter prior year.



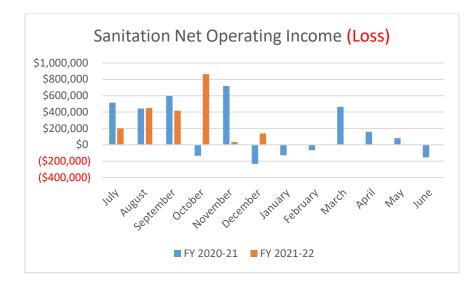
Sanitation Enterprise

Operating revenues for the Sanitation Enterprise were \$9.9 million through the second quarter of the current fiscal year, up \$0.3 million (or 2.8%) compared to revenues generated through the second quarter prior year. Sanitation operating expenses were \$7.8 million through the second quarter of the current fiscal year, materially in line with prior year expenses also of \$7.8 million.

	Current Budget	Actual Ye	ar-to-Date	Variance with Prior Year Positive (Negative)
	2021/22	2021/22	2020/21	2021/22 to 2020/21
Sanitation Operations				
Total Operating Revenues	19,617	9,938	9,664	274
Expenses:				
Purchased Services	10,949	6,668	6,746	(78)
O&M Expenses	256	59	134	(75)
Administrative	1,929	1,111	913	198
Total Operating Expenses	13,134	7,838	7,793	45
Net Operating Income (Loss)	6,483	2,100	1,871	229



The chart below shows the Sanitation Enterprise net operating income for each month of fiscal year 2021-22 and 2020-21. Sanitation has a fiscal year-to-date net operating income available for capital projects of \$2.1 million, versus \$1.9 million through the second quarter prior year.



Penalties

Effective November 16, 2021 the District Board adopted Resolution No. 2599, declaring a local state of emergency due to water shortage and activated Stage 3 of the District's Water Shortage Contingency Plan. Wasteful water use is subject to penalties when a customer's water usage exceeds 150% of their water budget during Stage 3 and 100% of their water budget during stage 4. The penalty amount increased from \$5.00 per unit to \$7.50 per unit of water wasted at the fourth violation and \$10.00 per unit wasted at the fifth or subsequent violation. Through the second quarter of the current Fiscal Year, the District has accrued \$944 thousand in penalties compared to \$1.3 million accrued through the same period prior year.





Las Virgenes Municipal Water District

Capital Improvement Project Status

December 31, 2021

	Total Project Appropriations	Prior Year Expenditures	Current Year Expenditures	Total Project Expenditures	Contract Balance (encumbrance)	Available Balance	Future Year Appropriations	Project Total
CIP10430 - Twin Lakes Pump Station Pipeline \$ Construct a new 4,145 foot 14" steel pipeline from the 30" pipeline at Valley Circle Plans and Specifications were completed but the route changed due to the will be required based on the final alignment.	e and Andora Stree	et along Valley Circle to		\$ 491,153		\$ 2,186,954 will be developed for	\$ 96,397 the new route and CE	\$ 2,969,11 QA determination
CIP10521 - SCADA System Communication Upgrades (LV Only) Upgrade Process Control and Instrumentation System (PCIS) for Water Operations	983,496 PLC and HMI syst	144,703 ems to be consistent wit	5,846 th the current District	150,549 Standards for Operat	- ional Technology.	832,947	1,845,207	2,828,70
CIP10556 - Interconnection with CMWD Design and construction of a potable water inter-tie between CMWD and the Dist reducing station.	7,003,817 rict. The interconn	4,655,297 ection facilities for the l	1,535,473 District include 5,000	6,190,770 feet of 20-inch pipe in	1,907,393 I Lindero Canyon Blvd fr	(1,094,346) om Thousand Oaks B	1,001,046 Ivd to the county line a	8,004,86 nd a pressure
IRWM Reimbursement up to \$1,975,518 is expected for this project upon complet Final Acceptance on Construction approved by Board on 12/21/2021 (iten		onstruction that is curre	ntly underway.					
CIP10651 - Tank Renovation - Equestrian Tank Repairs of concrete columns in Equestrian Tank	70,475	16,224	-	16,224	-	54,251	457,759	528,23
CIP10655 - Cornell Pump Station Upgrades Upgrades to the Cornell Pump Station in anticipation of the MWD shutdown sched	848,726 Juled for 2024.	159,908	48,034	207,942	326,582	314,201	3,529,264	4,377,99
CIP10660 - AMR Implementation Install Automated Reading/Advanced Metering Infrastructure (AMR/AMI) for 2-in	8,565,736 ch and smaller me	3,774,917 ters including reclaimed	2,387,877 I system meters.	6,162,794	5,172,617	(2,769,675)	5,121,142	13,686,87
WaterSMART grant reimbursement of \$500,000 awarded.								
CIP10663 - ERP System Implementation Select and implement replacement of the Enterprise Resources Planning (ERP) Prc	1,500,000 gram.	586,840	4,812	591,652	158,837	749,511	-	1,500,00
CIP10671 - Saddle Peak Tank Rehabilitation	1,365,976	1,210,218	3,977	1,214,195	190	151,591	-	1,365,97
Rehabilitation of Cordillera Tank including interior and exterior coating, valve and	appurtenance upg	rades and replacement	s, restoration of deter	iourated asphalt, and	work to ensure up-to-d	late compliance for sa	afety and water quality	equipment.
CIP10672 - Stationary Emergency Generator - PW Pump Station Installation of stationary emergency generators at Jed Smith, Cold Canyon, Twin L	3,695,995 akes, and Seminole	467,172 e Pump Stations.	72,562	539,735	67,353	3,088,907	134,200	3,830,19
The agency has been awarded a Section 404 Hazard Mitigation Grant in the amou Construction Contract Award approved by Board on 2/1/2022 (item 9A)	nt of \$1,728,492.7	5.						
CIP10674 - Pressure Station #45 (Kimberly) Rehabilitation Install new supply piping, pressure reducing valves (Cla-Val) and isolation valves w	467,514 vith corrosion cont	30,963 rol coatings applied.	27,459	58,422	8,975	400,117	-	467,51
CIP10675 - Pressure Station #32 (Old Chimney) Rehabilitation Install new supply piping, pressure reducing valves (Cla-Val) and isolation valves w	525,337 vith corrosion cont	21,286 rol coatings applied.	-	21,286	-	504,051	50,414	575,75
CIP10679 - New Fire Panel for Building #8 Replace existing fire panel and all attached devices.	89,000	-	-	-	-	89,000	-	89,00
CIP10683 - Boardroom Audio/Video Equipment Upgrade audio and video equipment within the boardroom to meet modern video	48,062 conferencing and	14,413 other e-meeting standa	-	14,413	-	33,649	116,151	164,21
CIP10684 - Upper Oaks Pump Station Electrical Upgrade	132,000	-	-	-	-	132,000	-	132,00
The Upper Oaks Pump Station capacity was increased to meet high demands in the the electrical service to the pump station.	e subsystem. How	ever, the increased capa	acity limits the numbe	er of pumps that can b	e operated due to the in	ncreased electrical dr	aw. This project will a	nalyze and increas
IP10685 - Deerlake Tank Construction Construction of new one million gallon potable water tank to replace existing 0.4	1,541,375 million gallon tank	24,977 . Project is driving by the	- e new development ir	24,977 Deerlake Ranch. The	- budget reflects the Dist	1,516,398 trict's financial respo	- nsibility to the project.	1,541,3 The remaining co

for construction is the financial responsibility of the developer under the financial agreement with the District.

Las Virgenes Municipal Water District

Capital Improvement Project Status

December 31, 2021

Project	Total Project Appropriations	Prior Year Expenditures	Current Year Expenditures	Total Project Expenditures	Contract Balance (encumbrance)	Available Balance	Future Year Appropriations	Project Total
CIP10686 - Twin Lakes Pump Station Improvement Addition of three new pump cans, and two new pumps at Twin Lakes Pump Sta is the financial responsibility of the developer under the financial agreement w		- by the new developme	203 ent at Deerlake Ranch	203 . The budget reflects t	- he District's financial res	997,101 ponsibility to the pro	- oject. The remaining cc	997,304 ost for construction
CIP10690 - Westlake Filter Plant - Woolsey Fire Repair fire damage to building arcade, roof repair, electrical/mechanical repair	3,176,524 , rebuild chemical pun	563,913 np and irrigation system	1,094,055 m. Replace landscapii	1,657,968 ng at Westlake Filter F	88,570 Plant and Torchwood Tanl	1,429,986	-	3,176,52
Reimbursement from Insurance and FEMA anticipated for 100% of costs.								
CIP10691 - Woolsey Fire Repair - LV Facilities Repair damaged HQ irrigation, irrigation adjacent to Dog Park, clean debris bas	389,674 in, and repair guardra	79,869 ils.	160	80,029	57,365	252,280	-	389,674
Reimbursement from Insurance and FEMA anticipated for 100% of costs.								
CIP10694 - Building No. 8 Office Space Rehabilitation Replace carpet, paint, and other interior features that are showing wear and ha	483,000 ave reached their usefu	۔ Il life. FY 2019-20 activ	- vity will focus on the B	- oard Room, while FY 2	- 2020-21 work will focus o	483,000 on Building 8 staff ar	75,000 nd common areas.	558,000
CIP10700 - Troutdale Pipeline Woolsey Fire Water main break/failure due to LA County bridge collapse. Permanend repair	654,000 requires 215 feet of st	367,823 eel pipe across bridge	11,205	379,028	199,655	75,317	-	654,000
CIP10701 - Electronic Document Management System Implement Electronic Document Management System that manages the creation	100,000 on, capture, indexing, s	- storage, retrieval, and	- disposition of records	- and information asse	- ts of the District.	100,000	100,000	200,000
CIP10705 - Pressure Station #55 (Hindu Temple) Rehabilitation Install new piping and isolation valves with corrosion control coatings applied.	200,000	-	1,218	1,218	-	198,782	-	200,000
CIP10706 - Mobility Review Identify mobility requirements to support secure remote access to District's app	100,000 plications.	-	-	-	-	100,000	-	100,00
CIP10708 - PW Main Replacement Jim Bridger and Long Valley Water Main Replacement.	1,117,933	1,030,340	-	1,030,340	1,600	85,993	-	1,117,93
CIP10709 - Roadside Bridge Waterline Relocation Reimbursable cost to City of Agora Hills for waterline relocation.	136,000	1,276	5,047	6,323	-	129,677	-	136,000
CIP10710 - Business Intelligence Tools Implement management dashboards to display performance measures.	130,400	-	-	-	-	130,400	-	130,400
CIP10713 - Vehicle Replacement Program Annual fleet vehicle replacements.	97,292	-	-	-	44,883	52,409	200,000	297,292
CIP10714 - IT Capital Purchases Purchase of Information Technology related software and equipment.	150,000	-	36,129	36,129	13,871	100,000	525,000	675,000
CIP10715 - JBR Pump Station Pump 2 Rehabilitation Replace horizontal split case at JBR Pump Station.	39,600	-	-	-	-	39,600	-	39,600
CIP10716 - Potable Water System Rehabilitation Programatic idendification and replacement of portions of the potable water sy	200,000 (stem. The goal of this	- program is to repair a	- and replace portions o	- f the system to prever	- nt system failures.	200,000	264,000	464,000
CIP10717 - PW System Small Valve Replacement Replacement of potable water system feeder valves. The activity for FY20-21 is	120,000 for valve replacemen	- t in the Calabasas port	- ion of the potable wa	- ter system. Activity in	132,779 fiscal years are typically	(12,779) 16" and larger.	2,256,000	2,376,000
CIP10718 - Three Inch & Larger Meter Replacement Replace all 3"-10" meters in preparation for automated meter reading infrastru ten inch (10") meters that will be replaced.	150,000 acture integration. The	e project consists of ap	- proximately 40 three	- ince (3") meters; 26 fo	- our in (4") meters; 22 six i	150,000 inch (6") meters; fou	- ır (4) eight inch (8") me	150,000 eters; and two (2)
CIP10719 - Meter Vault Upgrades Baising meters above grade and upgrading area safety	132,000	-	-	-	-	132,000	-	132,00

Raising meters above grade and upgrading area safety.

Las Virgenes Municipal Water District

Capital Improvement Project Status

December 31, 2021

Project	Total Project Appropriations	Prior Year Expenditures	Current Year Expenditures	Total Project Expenditures	Contract Balance (encumbrance)	Available Balance	Future Year Appropriations	Project Total
CIP10722 - Building #7 Air Conditioning Repair Remove and dispose of old condensing unit and replace with new air handler a	175,100	-	-	-	-	175,100	-	175,100
CIP10723 - Multi Site Security Assessment Security assessment of various District sites and facilities. This includes access	376,500	-	- d improvements.	-	-	376,500	2,475,100	2,851,600
CIP10725 - Wildlife Corridor Utility Relocation Relocation of District's 30-inch potable water pipeline (700 linear feet).	314,000	-	-	-	-	314,000	-	314,000
CIP10726 - Surge Tank(s) Replace the surge protection vessel at Warner Pump Station.	105,600	-	-	-	-	105,600	-	105,600
CIP10727 - Stunt Road Pump Station Improvements Rehabilitate/replace existing pump cans that have deteriorated due to corrosic	324,000 n.	-	-	-	-	324,000	-	324,000
CIP10728 - PW System Pipe Rehabilitation and Replacement Rehabilitate/replace existing pump cans that have deteriorated due to corrosic	300,000 n.	-	-	-	-	300,000	405,000	705,000
CIP10729 - Mobile Generators Two (2) 100kW mobile generators with paralleling capacity. Paralleling capabi	153,300 ity will allow for conr	153,300 nection to District's pu	- mp stations.	153,300	-	-	-	153,300
CIP10730 - Mobile Crane Replacement Replacement of a 15-ton mobile crane.	200,000	190,776	-	190,776	-	9,224	-	200,000
CIP10731 - Westlake Treatment Plant/Pump Station Access Road Rehabilitate asphalt road at Westlake.	50,000	-	-	-	-	50,000	217,000	267,000
CIP10732 - Latigo and Seminole Pax Mixers for Tanks Installation of mixers to improve quality of water stored in tanks.	144,000	-	-	-	-	144,000	-	144,000
CIP10733 - CIS Mobile Capability Implement Mobile Solution for CIS service orders and streamline service order	33,000 creation and complet	- ion by field and office	- staff.	-	-	33,000	192,000	225,000
CIP10734 - Pressure Regulating Station Valve Replacements Replace isolation valves that are no longer functioning properly.	39,600	-	-	-	40,149	(549)	-	39,600
CIP10735 - Iwater Program Data collection program for valve maintenance, flushing, cathodic protection, a	32,000 nd protective structu	17,748 re inspections.	2,500	20,248	15,248	(3,496)	-	32,000
CIP10736 - Emergency Pipeline Repair/Replacement Emergency repair and replacement of existing pipelines repair on ancillary pavi	792,000 ng and concrete caus	- ed by leaks and failure	- S.	-	-	792,000	-	792,000
CIP10740 - Electric Vehicle Charging Stations Install bank of electric vehicle charging stations at District Headquarters. Cost to develop facilities will be offset by grants and through electric ve	72,600 hicle charging fees.	-	-	-	-	72,600	-	72,600
CIP10744 - Construction Services Truck Replacement Replacement of vehicle #833 (Construction Services Truch - 1999 Chevrolet C75	175,000 600 Diesel).	-	-	-	2,492	172,508	-	175,000
CIP10746 - Raw Water Reservoir Cover (Westlake)	79,000	-	-	-	-	79,000	-	79,000
Assess feasibility of design and construction of approximately 3,500 square foo	t roof over the raw w	ater tank at the Westla	ake Filter Plant. There	is currently no roof co	overing the tank.			
The goal is to create reduction in Total Trihalomethane (TTHM) formation in th This cover will shield the raw water from the sunlight so that less chlorine is us	-	-	en it is online. This occ	urs when the sunlight	hits the raw water and r	eacts with the chlori	ne that is added to de-a	activate pathogens.
CIP10750 - Lift Station No. 1 Pump Replacement Replacement of three (3) pumps with dry pit submersible pumps. Dry pit subm	396,000 ersible pumps will im	- prove staff's ability to	- maintain and improfe	- staff safety when perf	- forming maintenance.	396,000	-	396,000
CIP10751 - Lift Station No. 2 Pump Replacement	396,000	-	-	-	-	396,000	-	396,000

Las Virgenes Municipal Water District Capital Improvement Project Status

December 31, 2021

Project	Total Project Appropriations	Prior Year Expenditures	Current Year Expenditures	Total Project Expenditures	Contract Balance (encumbrance)	Available Balance	Future Year Appropriations	Project Total
CIP10756 - Trunk Sewer System Improvements Replace or rehabilitate trunk sewer system components based on CCTV, o	1,110,000 ondition assessment & SSM	۔ ۱P, end of useful life, c	- or obsolescence.	-	-	1,110,000	7,770,000	8,880,000
CIP10757 - Water Tank Rehab - Upper Oaks and Dardenne Rehabilitation of Upper Oaks and Dardenne Tanks	250,000	-	-	-	-	250,000	1,501,767	1,751,767
CIP10758 - JBR Pump Station Valve Replacements Replace six (6) malfunctioning main line valves.	154,200	-	-	-	-	154,200	-	154,200
CIP10759 - Conduit Pressure Regulating Station Rehabilitation The Conduit PR station needs rehabilitation to extend its useful life.	303,400	-	-	-	-	303,400	-	303,400
CIP10760 - Three Springs VFD Pump Station Improve power efficiency at the Three Springs pump station.	223,000	-	-	-	-	223,000	-	223,000
CIP10761 - Dump Truck Replacement Replace District's dump truct to meet new emission requirements. The de	110,000 ump truck is a 2001 model y	۔ ear with 50,249 miles	- 5.	-	-	110,000	-	110,000
CIP10762 - Westlake Filter Plant PLC Upgrade Upgrade the aging programmable logic controller (PLC) system at the We	188,760 stlake Filter Plant with upda	- ated technology that r	۔ matches the newly upg	- raded backbone SCAI	- DA system.	188,760	-	188,760
CIP10763 - Water Systems PLC Upgrade Phase II Upgrade half of the potable water system programmable logic controller:	143,000 s (PLC's) to replace old PLC's	- s that are no longer su	- Ipported.	-	-	143,000	-	143,000
CIP10769 - Pump Station Efficiency Project Implement sequencing of water pumps to improve operational efficiency	75,000 Includes installation of ele	- ctrical meters at each	- ı pump.	-	-	75,000	-	75,000
CIP10770 - Vulnerability Management Program Replacement of legacy Information Technology hardware and software sy	100,000 stems. These systems are	- usually at the end of t	- heir useful lives and/o	- r pose a cybersecurity	risk as a result of being	100,000 old and unsupported.	-	100,000
CIP10771 - Building #1 Improvements In an effort to maximize revenue derived from all District assets, staff will	600,000 use existing architectural p	- lans to perform due d	1,163 liligence and further ir	1,163 vestigate the potentia	- al to modify, upgrade, an	598,837 d modernize building	1 for rental purposes.	600,000
CIP10772 - Portable Standby Generator Portable emergency generators to support Twin Lakes and Agoura Pump	80,000 Stations during SCE powers	- shutoff events.	-		-	80,000	-	80,000
Total All Projects	\$ 45,608,673	\$ 13,942,834	\$ 5,276,716	\$ 19,219,550	\$ 8,988,168	\$ 17,955,955	\$ 28,282,033	\$ 73,335,706

ITEM 8B



February 15, 2022 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Approval of Memorandum of Understanding with General and Office Units: January 1, 2022 through December 31, 2024

SUMMARY:

Contract negotiations between the District and its General and Office Units have concluded with a tentative agreement that was accepted by the Units' members on February 9, 2022. Attached are redlined and clean versions of the proposed Memorandum of Understanding (MOU), which contains terms that are consistent with those authorized by the Board.

RECOMMENDATION(S):

Authorize the General Manager to execute the proposed Memorandum of Understanding with the General and Office Units for a term of January 1, 2022 through December 31, 2024.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

No

FINANCIAL IMPACT:

This action would result in an initial calendar year cost of up to \$440,445, which consists of a 4.0% salary increase and the addition of the physical fitness program and deferred compensation match of 0.5%, plus all additional costs affected by the increase including District-paid taxes, CalPERS and sick leave buy-back. Approval of the Memorandum of Understanding would represent a 0.75% increase to the District's operating budget. Future year increases would range from \$112,644 to \$300,846, depending on the actual Consumer

Price Index change between a minimum adjustment of 1.5% and a maximum adjustment of 4.0%. The actual impact for each year is also dependent on other factors such as vacancies, appointments within established salary ranges and whether incumbents are classic or new CalPERS members.

DISCUSSION:

The District's employees are represented by four bargaining units: the Management Unit; the Supervisors, Professional and Confidential Unit; the Service Employees International Union (SEIU) Office Unit; and the SEIU General Unit. The MOUs for all four bargaining groups expired on December 31, 2021. Negotiations have been completed for all four units.

Following is a summary of the substantive changes proposed for the General and Office Unit successor MOU:

- Term January 1, 2022 through December 31, 2024
- Salary Effective January 1, 2022, a 4.0% increase. On January 1, 2023 and January 1, 2024, an increase based on the October-to-October Consumer Price Index for All Urban Consumers with a minimum of 1.5% and a maximum of 4.0%.
- Medical Insurance Cost Sharing Provides for cost sharing of increases in medical insurance annual premiums above 5.0%.
- Physical Fitness Program Provides up to \$500/year for approved physical fitness expenses
- Telecommuting Makes the Emergency Telecommuting Program permanent for Office Unit employees
- Night Differential Pay at 1.5 times the regular rate for work between the hours of 12:00 a.m. to 6:00 a.m.
- Stipend Pay \$25/month stipend for Public Notary and Class A and B Driver's Licenses
- Vacation Accrual Increase maximum vacation accrual from 288 hours to 300 hours
- Deferred Compensation District matching up to 0.5%

GOALS:

Assure a Quality, Continually Improving Workforce

Prepared by: Donald Patterson, Director of Finance and Administration

ATTACHMENTS:

Proposed MOU with General and Office Units - Redlined Version Proposed MOU with General and Office Units - Clean Version



MEMORANDUM OF UNDERSTANDING

GENERAL AND OFFICE UNIT

January 1, 2022 2019 – December 31, 2024 2021

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Tentative Agreement January 25, 2022

CHAPTER 1, GENERAL PROVISIONS

ARTICLE 1 — TERM

1.1 The provisions of this Agreement Memorandum of Understanding ("MOU") shall commence on 1 January 2019 2022, unless another implementation date is specified within the Agreement MOU, and shall expire on 31 December 2021 2024.

ARTICLE 2 — RECOGNITION

- 2.1 Pursuant to the provisions of the Employee Relations Ordinance of Las Virgenes Municipal Water District, and applicable State Law, Las Virgenes Municipal Water District General Unit Employees, SEIU, CCAPE, Local 700, was certified by Thomas McCarthy, California State Conciliation Service on January 10, 1975, as the exclusive representative of District employees in the General Unit and Office Unit (hereinafter "Unit") previously found to be appropriate by the District's Board of Directors. During 2007–08 SEIU reorganized and the LVMWD bargaining units were incorporated into a new SEIU, Local 721.
- 2.2 The District hereby recognizes SEIU Local 721, (hereinafter "Union") as the certified exclusive representative of the employees in said Units.
- 2.3 The term "employee(s)" as used herein shall refer only to employees employed by **the** District in said Unit in the employee classifications comprising the General Unit as listed on Appendix A and the Office Unit as listed on Appendix B **of this MOU**.

ARTICLE 3 — PROVISIONS OF LAW

3.1 It is agreed and understood that this Memorandum of Understanding MOU is subject to all current and future applicable Federal, State, and County laws, rules and regulations. If any part of this Memorandum MOU 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 the remainder of this Memorandum of Understanding MOU shall not be affected.

CHAPTER 2, COMPENSATION

ARTICLE 4 — POSITION AND SALARY RANGE

4.1 The "Basic 7-Step Salary Schedule" is included herein for reference. Said Salary Schedule applies to all classified positions. Whenever possible, personnel will be hired at Step A, and will be subject to merit review and possible salary step increase by the General Manager in accordance with the following rules. However, with the approval of the General Manager, advanced step placement is possible to recruit an exceptionally well qualified employee or to

complete a difficult recruitment. Employees will be subject to merit review and possible salary step increases in accordance to the following rules.

- 4.2 Each employee's performance, including probationary employees, will be reviewed as needed to provide guidance in any improvements that might be required.
 - a. An employee may receive a performance review at a minimum after the first 3 months and must receive a merit review after 6 months of his/her employment and annually thereafter. However, an employee may be evaluated at any time his/her supervisor believes it is appropriate.
 - b. Any pay increase resulting from a merit review will be effective on the date specified in the merit review.
 - c. A newly hired probationary employee who is on leave from work for four (4) or more consecutive weeks may have his or her performance review and probationary date adjusted to compensate for the period of absence. Thereafter, the anniversary performance review will be based on the new adjusted date.
- 4.3 An employee promoted to a higher classification will be subject to merit review on the same schedule as though he/she were a new employee, and will normally be raised in pay approximately 5% concurrently with the promotion by being placed at the appropriate step in the higher pay schedule.
- 4.4 Promotion from a trainee position to a higher level position will be based on the employee's performance and made upon recommendation of his/her Department Director or Division Head, provided that there is a budgeted position open at the higher level. Completion of seven steps at the trainee level will not usually be required.
- 4.5 <u>Flex Positions</u>
 - a. The probationary period for classifications that require certification shall be the same period as the period required for the employee to earn and have in hand the required certification. For instance, if the certification provides that the employee must obtain the certification within 18 months, then the probationary period shall be 18 months.
 - b. This **requirement** shall apply to both new and promoted employees.
 - c. An employee who meets all the requirements for promotion (experience, certifications and competency) must promote to the next higher level or they shall be terminated.
- 4.6 An accelerated salary step increase may be granted upon recommendation of a Division or Department Head Director and approval of the General Manager.
- 4.7 The preparation of Performance or Merit Reviews is the responsibility of each employee's immediate supervisor. The review will be discussed with each employee by their supervisor.

- 4.8 If an employee feels that the performance review is unfair, he/she may take the following steps in the order listed:
 - a. Present a written report to his/her immediate supervisor, detailing the reasons for each point of disagreement, and requesting further discussion with him/her and his/her **Division or** Department **Head Director**.
 - b. If the questions cannot be resolved by 4.8a above, request a conference including the General Manager to review the areas of disagreement.
- 4.9 The General Manager will submit annually to the Board of Directors a list of classified positions required on the District's Staff for the following fiscal year, and will hire or retain such employees as are authorized by the Board. In the event a higher classified position is provided for, but cannot immediately be filled, the General Manager may, in his discretion, employ one or more persons in lower classifications, so long as the total salary budget is not exceeded. Persons so employed will be considered for promotion to a higher position at such times as their Supervisor and Department Head Director evaluate the employee's qualifications, and make appropriate recommendation to the General Manager.
- 4.10 Employees will be compensated extra for temporary appointments to duties out of their working classification when the duration of the appointment is thirty (30) consecutive working days or greater, in which case each pay period so included will be compensated at five percent (5%) above the employee's current salary, or at the minimum step of the higher position's salary schedule, whichever is greater. Working out of classification is defined as when an employee is assigned to perform at least fifty percent (50%) of the duties and functions of the higher classification.

Unit employees in the classification of Secretary, Administrative Assistant, or any classification designated by the General Manager, who are assigned the responsibility for coordinating and assisting the Board of Directors with tasks assigned by the Board shall receive a five percent (5%) premium assignment payment for the performance of these tasks. The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Special Assignment Pay-Administrative Secretary Premium.

- 4.11 Promotion in a flexibly staffed classification will occur when the employee obtains all required certifications and satisfactorily completes an appropriate competency assessment to promote to the higher class.
- 4.12 Salary Chart

Salary Charts of positions and Salary Levels as approved for 2019 2022 are provided separately as Appendix A and B following the MOU.

4.13 Salary Increases

The District will increase Effective the pay period that begins January 12, 2019 2022, all salary ranges and related incumbents' rates of pay by 2.5-4.00%. will be increased by

the October 2020 to October 2021 All Urban Consumer Price Index for LA- Riverside-Orange County California with a minimum of a 3% increase and a maximum of a 6% increase. This increase shall be effective the first pay period following Board approval of the MOU, unless agreement is reached during the month of January, in which case the increase shall be retroactive to January 1, 2022. classifications with total compensation below the median (as identified in the compensation study prepared by CPS-HR) will have the salary range adjusted so that the total compensation is set at the median as identified in the compensation survey. Following classification placement at the median, the District will apply the 3% salary adjustment provided in January 2018 to those rates. Individuals within those classifications will be placed at the salary step closest to their current step; however in no case shall an employee receive a reduction in pay. Following any adjustment per the compensation survey all salary ranges and related incumbent rates of pay will increase by 4%.

Effective <u>the pay period # 1 of</u> January 1, 2023 beginning of the first pay period following January 1, 2020, all salary ranges and related incumbents rates of pay will be increased by the October 2018 2021 to October 2019 2022 All Urban Consumer Price Index for LA-Long Beach-Anaheim Riverside-Orange County California with a minimum of a 2% 1.5% increase and a maximum of a 3.5% 4.00% increase.

Effective <u>the pay period # 1 of</u> January 1, 2024 <u>beginning of the first pay period</u> following January 1, 2021, all salary ranges and related incumbents rates of pay will be increased by the October 2019 2022 to October 2020 2023 All Urban Consumer Price Index for LA-Long Beach-Anaheim Riverside-Orange County California with a minimum of a 2% 1.5% increase and a maximum of a 3.5% 4.00% increase.

ARTICLE 5 — PAY DAYS

- 5.1 Pay checks shall be issued bi-weekly no later than Thursday, for the two immediately preceding work weeks.
- 5.2 Employees have the option of having their salary directly deposited into a bank of their choice. If a normal pay day falls on a Holiday, employees who are not using direct deposit will be paid on the first working day following such holiday.
- 5.3 An initial adjustment will be made for any employee on an "odd" work week, i.e., other than Friday to Friday, so that subsequent checks will cover two full work weeks' pay being made to such employee on the same pay day as other employees.

ARTICLE 6 — OVERTIME

- 6.1 Work in excess of 40 hours in any one week as defined in Article 11, Hours of Work, other than Standby Duty as defined in Article 8, Standby Time, constitutes overtime, and may be permitted only upon advance approval of a **D**epartment **Director or division head**. All paid time off, except sick leave, will be considered time worked for purposes of this section.
- 6.2 All Unit employees are eligible for overtime pay at 1-1/2 times the regular rate for hours worked in excess of 40 hours per week.

- 6.3 Overtime, as defined at 6.1 above, shall be compensated in cash or time off (Compensatory Time Off, i.e., CTO) at the option of the employee. However, accumulated CTO may not exceed an accrual of eighty (80) hours.
- 6.4 Overtime work shall be credited to the nearest tenth of an hour.
- 6.5 All Unit employees who work between the hours of 12:00 am to 6:00 am will be compensated at 1.5 times the regular rate.

ARTICLE 7 — USE OF COMPENSATORY TIME OFF (CTO)

- 7.1 An employee may use CTO to take time off with advance approval of his/her supervisor.
- 7.2 An employee shall not use CTO for any absence for which sick leave is applicable until the employee's sick leave bank is empty.

ARTICLE 8 — STANDBY TIME

- 8.1 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.
- 8.2 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."
- 8.3 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.
- 8.4 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 9 — EMERGENCY CALL-OUT

- 9.1 Emergency call-out is defined as unscheduled work required by management of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is ordered back to duty to perform necessary work.
- 9.2 Employees who are called back shall receive a minimum of two (2) hours (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 at time and one-half or pay for hours actually worked, whichever is

greater. All hours worked as part of a call-out shall be paid at time and one-half the employee's straight time rate, except for hours between 12:00 am to 6:00 am where employees will be compensated at 1.5 times the regular rate as set forth in Article 6, Section 6.5.

- 9.3 Work that precedes or follows the regularly assigned duty-shift will be considered as an extension of the workday and no minimum will apply, and compensation will be at the straight time rate unless the employee has worked 40 hours that week assuming the employee is called back to work within 30 minutes of the end of the scheduled shift. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this section.
- 9.4 Rest and Recovery: This provision applies if an employee is called out to work on an emergency call–out and does not have at least eight hours from when the call-out work ends until the beginning of his/her start time of his/her shift. In this situation, the employee may inform his/her supervisor that he/she will report to work not than eight hours after the call-out work ended. If this occurs, the hours for the employee's workday will be comprised of the hours from the emergency call out and the hours the employee works when he/she returns to work. These hours may not exceed the regular number of hours in the employee's shift unless the employee is directed to work past his/her regular shift by his/her supervisor.

ARTICLE 10 — COMPUTER CALL-OUT

- 10.1 A computer call-out is defined as work required by management of an employee who, following completion of the employee's workday or workweek is called at home and required to respond to the call by using a computer at home to perform work for the District.
- 10.2 In such a case, the employee shall receive a minimum of one (1) hour (which would apply any time an employee is on the phone discussing the problem with the supervisor) at time and one-half or pay for hours actually worked, whichever is greater. All hours worked as part of a computer call-out shall be paid at time and one-half the employee's straight time rate.

CHAPTER 3, TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 11 — HOURS OF WORK

- 11.1 The District operates on a 9/80 work schedule. Under this schedule, The workweek will be considered as a seven-day period commencing at 12:00 A..M. on Friday and ending at 11:59 AM. the next succeeding Friday. For the 9/80 work schedule, the work week shall begin exactly four hours after the start time of the employee's shift on the day of the week which is also their alternating regular day off and end exactly 168 hours later.
- 11.2 Monday through Thursday, the regular work shift is 7:30 A.M. to 5:00 P.M. with the exception of a one-half hour unpaid lunch period. For employees working at Rancho Composting and Tapia Water Reclamation facilities the regular work shift is 6:00 A.M. to 4:30 P.M. from Sunday Wednesday and Wednesday Saturday.
- 11.3 For the General Unit, on Friday, the regular work shift is 8:00 A.M. to 4:30 P.M. with the exception of a one-half hour unpaid lunch period. For the Office Unit, on Friday, the regular work shift is 8:00 A.M. – 5:00 P.M. with the exception of a one hour unpaid

lunch period. Work schedules/shifts may be changed by the Department Director, with General Manager approval, at any time based on operational needs.

- 11.4 Work **schedules**/shifts other than described above may be established with the approval of the General Manager.
- 11.5 Telework for Office Employees: 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. During the term of this agreement, parties agree to implement up to two (2) partial or full telework days per week for all represented office employees. Telecommuting is subject to the terms and conditions of the District Telecommuting Policy.

ARTICLE 12 — REST PERIODS

12.1 The time of each employee's rest period will be determined and scheduled by his/her supervisor. Employees shall be entitled to two up to 15 minute rest periods per day, one during the first four hours of his/her shift and the other during the last four hours of his/her shift.

ARTICLE 13 — PROBATIONARY PERIOD

13.1 As part of the hiring and promotion procedure, a probation period is applicable. Except as provided in Article 4.5, Flex Positions, the initial probationary period for a newly hired District employee shall be twelve (12) months and the probationary period for newly promoted District employee (promotional probation) shall be six (6) months.

ARTICLE 14 — OUTSIDE EMPLOYMENT

- 14.1 There shall be no outside employment except when an application for permission has been submitted and approved by the General Manager. An employee seeking approval for outside employment shall complete and submit the request form shown in Appendix C.
- 14.2 Such outside employment shall not:
 - a. Interfere nor present any conflict with District duties and responsibilities.
 - b. Detract from the efficiency of the employee in the performance of his/her District duties.
 - c. Discredit the District.
 - d. Take preference over required District overtime.

14.3 Approval to engage in outside employment may be revoked at any time if the General Manager believes such employment is violating any of the standards listed in 14.2 above.

ARTICLE 15 — OFFICIAL IDENTIFICATION

- 15.1 Employees are required to carry or wear identification cards.
- 15.2 Each Supervisor will be responsible for scheduling time for each new employee to obtain such identification.

ARTICLE 16 — UNIFORMS

- 16.1 Uniforms will be furnished by the District to provide an attractive District image to the public, and to supply an easy means of identification.
- 16.2 Uniforms supplied by the District shall be worn by employees while at work.

ARTICLE 17 — EXPECTED PERFORMANCE

Each District employee is expected to:

- 17.1 Perform his/her job assignments accurately, thoroughly, safely, and efficiently, commensurate with his/her experience.
- 17.2 Work in a professional manner with his/her supervisor and fellow employees.
- 17.3 Carry out **proper lawful** orders and instructions to the best of his/her ability.
- 17.4 Be on the job, ready to begin work, at the appointed time.
- 17.5 Notify his/her immediate supervisor prior to the time scheduled to begin work, in the event he/she will be late or absent.
- 17.6 Not use District facilities or time during which he/she is being paid by the District, on personal projects.
- 17.7 Refrain from activities or personal conduct on the job that would cast discredit on the employee, the District, its Management, or other employees.

CHAPTER 4, BENEFITS

ARTICLE 18 — RETIREMENT PROGRAM

18.1 The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees who are described as "classic employees" under the Public Employees' Pension Reform Act of 2013 (PEPRA) Retirement Law, receive the 2% at 55-benefit formula, with the single highest year – one year final compensation.

- 18.2 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. **New member** employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.
- 18.3 The District also amended its contract with the Public Employees' Retirement System to provide Full Formula CalPERS coverage for past and future service of its employees as authorized by This is Government Code Section 20515. The contract amendment was became effective in 2001.
- 18.4 The District contributes as the employer's contribution a percentage of each employee's annual basic salary toward retirement.
- 18.5 Unit members shall pay their seven percent (7%) member contribution. Since the classic employees will be paying the entire employee/member contribution, the District will no longer report member contribution as compensation earnable to CalPERS.
- 18.6 <u>Eligibility</u>

Classic members employees are eligible to retire at 50 provided they have been covered by **CalPERS-the Retirement Fund** for a period of five (5) years. **New members are eligible** to retire at 52 provided they have been covered by **CalPERS** for a period of five (5) years.

18.7 <u>Retirement Benefits</u>

The service retirement benefit is a product of the benefit factor, years of service, and final compensation. For "classic employees" as defined by **PEPRA the Public Employees**? **Pension Reform Act of 2013**, final compensation is the monthly average of the member's highest 12 consecutive months' of full time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The benefit is affected by the member's age at retirement.

18.8 <u>CalPERS Optional Benefits</u>

The District's contract with CalPERS provides the following optional benefits:

- 1. Credit for Unused sick leave (Section 20965)
- 2. Single Highest Year One Year Final Compensation (Section 20042)
- 3. 3% cost of living allowance, base year 1983 (Section 21335)
- 4. Two years additional service credit (Section 20903)
- 5. To Remove the Hourly Exclusion of All Hourly Rated or Hourly Basis Employees prospectively from August 10, 1993 (Section 20503)
- 6. Full formula plus social security (Section 20515)

18.9 Death Benefits

As a CalPERS member, employees in the unit are eligible for death benefits as set forth on the CalPERS website. Members are encouraged to review their benefits as these are not provided for by a contact amendment with CalPERS or as an additional benefit provided per this MOU.

ARTICLE 19 — HEALTH INSURANCE

19.1 Coverage

The parties agree that the District may select an insurance plan different from the current plan. It is further agreed, however, that the current level of benefits may not be reduced by the parties during the term of this Agreement without agreement of the parties. Specific medical insurance plan information is available from brochures in the District's Human Resource Office.

- 19.2 The District's maximum contribution to insurance premiums shall be as set forth below. Any premium cost above the District's contribution shall be borne by the employee or retired employee.
- 19.3 District Contribution

The District's maximum contribution shall be 98% of the Kaiser HMO family plan.

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.

19.4 <u>Eligibility</u>

The employee, his or her spouse, and **unmarried dependent** child**ren who are** under the age of 26 years (but not a child's spouse) and or who have a physically or mentally handicapped dependent child 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.

19.5 <u>Extension of Coverage</u>

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.

- 19.6 If the parties change plans or providers pursuant to Section 19.1 above, there shall be no change to the level of health insurance benefits provided for District retirees.
- 19.7 a. Notwithstanding Section 19.6 above, the parties agree that an employee must have at least five years of LVMWD service to be eligible for retiree insurance and that retiree insurance shall cover only the retiree and one dependent who is a designated 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 65th 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 further agree that employees hired after March 31, 2006 and on or before December 31, 2014, shall receive a retiree medical contribution in the amount of 75% of the PPO rate for employee plus one 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 January 1, 2015, 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.

ARTICLE 20 — DENTAL INSURANCE

20.1 The District provides dental insurance for regular, full-time employees, his or her spouse, and unmarried dependent children who are under 26 years; and or who have a physically or mentally handicapped dependent child disability regardless of age. Employees and eligible dependents 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 registered domestic partner, or the date of birth or adoption, in the case of a child.

20.2 The District shall provide orthodontia for the employee and dependents to a lifetime maximum of \$2,000.00.

ARTICLE 21 — VISION CARE

21.1 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; and or who have a physically or mentally handicapped dependent child disability regardless of age. Employees and eligible dependents 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 registered domestic partner, or the date of birth or adoption, in the case of a child.

ARTICLE 22 — SHORT AND LONG-TERM DISABILITY INSURANCE

- 22.1 The District provides short and long-term disability insurance for each employee.
- 22.2 Short-term coverage commences after the employee has completed one month of continuous employment with the District. Details regarding coverage are available in the Human Resource Office.
- 22.3 An employee eligible for short-term disability benefits shall use available sick leave to cover time off during the short term disability 30 calendar day elimination period. After the elimination period, an employee is required to use the balance of his/her sick leave or vacation leave to coordinate with disability payments. Coordinated payments shall not exceed the employee's regular gross income.
- 22.4 The monthly benefit for a disability as defined in the short term plan is two-thirds of the employee's weekly base pay up to a maximum of \$831.
- 22.5 The long-term disability plan elimination period is 180 calendar days with a benefit duration period of up to Social Security retirement age. The monthly benefit for the long term disability plan is two-thirds of the employee's monthly base pay up to a maximum of \$3,600.

ARTICLE 23 — LIFE INSURANCE

- 23.1 Life insurance in the amount of \$100,000 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.
- 23.2 Optional life insurance is available to regular, full-time employees at the employee's expense. Contact Human Resources for details.

ARTICLE 24 — DEFERRED COMPENSATION PLAN

24.1 An optional program to increase retirement benefits is available to regular, full-time District employees. The purpose of the Plan is to defer a portion of the employee's compensation for

his/her use at retirement. Income taxes are likewise deferred until the employee retires on that portion of compensation deferred. Contributions to the plan are voluntary employee funded.

- 24.2 Participation in the Plan commences in the month following sign-up for new employees. New employees are provided a one-time opportunity to participate in the matching contribution at the time of hire. New employees who do not elect to participate will be unable to participate in the future.
- 24.3 Employees participating in this program and contributing \$20 per pay period into the plan will receive a \$20 employer contribution match into a 401(a) account for twenty-four (24) pay periods.
- 24.4 Employees are eligible to have up to 0.5% of their base salary matched per pay period on a \$1 to \$1 basis.

ARTICLE 25 — SICK LEAVE PAYMENT

An employee may choose to receive payment for unused sick leave under the following conditions:

25.1 Irrevocable Election Process for Leave Cash Out

To comply with the Code of Federal Regulations (CFR) Section 1.451-2 Constructive Receipt of Income, the District provides an irrevocable election process for sick leave payments. Annually, in December employees may submit an irrevocable election to receive payment of up to 32 hours of accrued and unused sick leave. The irrevocable election form will be provided by Human Resources. Employees have the option to elect to cash out sick leave accruals earned in the subsequent year up to a maximum of thirty-two hours when their sick leave bank has at least 160 accrued sick leave hours as of November 30th. Employees who submit an irrevocable sick leave election form by December 15th, and who have at least 160 accrued sick leave hours as of November 30th the following year, will receive payment for the hours elected with the second paycheck in December.

Employees have the option to elect to cash out sick leave accruals earned in the subsequent year up to a maximum of forty-eight hours when their sick leave bank has at least 200 accrued sick leave hours as of November 30th. Employees who submit an irrevocable sick leave election form by December 15th, and who have at least 200 accrued sick leave hours as of November 30th the following year, will receive payment for the hours elected with the second paycheck in December.

- 25.2 An employee who leaves the District through voluntary termination, or death, shall be paid for accrued but unused sick leave according to the following schedule:
 - a. Twenty-five percent (25%) payoff for completion of five (5) years of service
 - b. Thirty percent (30%) payoff for completion of six (6) years of service
 - c. Thirty-five percent (35%) payoff for completion of seven (7) years of service
 - d. Forty percent (40%) payoff for completion of eight (8) years of service
 - e. Forty-five percent (45%) payoff for completion of nine (9) years of service

- f. Fifty percent (50%) payoff for completion of ten (10) years of service.
- g. Seventy-five percent (75%) for completion of twenty (20) years of service.
- h. One hundred percent (100%) for completion of twenty-two (22) years of service.
- 25.3 An employee who leaves the District through retirement shall have the option of (1) being paid for accrued but unused sick leave according to the following schedule 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.
 - a. Twenty-five percent (25%) payoff for completion of five (5) years of service
 - b. Thirty percent (30%) payoff for completion of six (6) years of service
 - c. Thirty-five percent (35%) payoff for completion of seven (7) years of service
 - d. Forty percent (40%) payoff for completion of eight (8) years of service
 - e. Forty-five percent (45%) payoff for completion of nine (9) years of service
 - f. Fifty percent (50%) payoff for completion of ten (10) years of service.
 - g. Seventy-five percent (75%) for completion of twenty (20) years of service.
 - h. One hundred percent (100%) for completion of twenty-two (22) years of service.

The selection of Option (1) or (2) above shall be made by the employee and presented in writing to the Human Resources Office at the time the employee notifies the District of the employee's intention to retire.

ARTICLE 26 — CERTIFICATION PROGRAM

- 26.1 Employees of the District are required to meet all certification requirements for their position.
- 26.2 Employees in the Water Reclamation Division will obtain the proper certifications as mandated by the State of California and Las Virgenes Municipal Water District.
 - a. Operations personnel shall obtain appropriate certification as issued by the California State Water Resources Control Board.
 - b. Laboratory technicians shall obtain appropriate certification as issued by the California Water Environment Association and American Water Works Association.
- 26.3 Employees in the Water Division will obtain the proper certification as mandated by the State of California and Las Virgenes Municipal Water District.
 - a. Personnel who work in treatment and distribution functions shall obtain appropriate certification as issued by the California Department of Health Services.
- 26.4 Employees in the Maintenance Division shall obtain the appropriate certifications as issued by the California Water Environment Association and American Water Works Association.
- 26.5 The District will pay the initial examination fee, license fees and renewals for certificates required of employees.

- 26.6 Any employee who does not maintain his or her required certification shall be terminated when the required certification expires.
- 26.7 The District shall provide incentive pay as set forth in Appendix C for employees who attain State certification above their required minimum certifications.

ARTICLE 27 — ATTENDANCE AT CLASSES

27.1 The Department Director may authorize attendance of employees at classes at District expense where the direct benefit to the District warrants. Pre-approval by the Department Director is required for 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 28 — PHYSICAL EXAMINATION

- 28.1 District required shots will be provided as required. Employees may obtain these shots at their expense from their own physician and provide proof of having received the shots to the District Human Resources office.
- 28.2 Physical examinations required for any license required by the District will be paid by the District.

CHAPTER 5, LEAVES OF ABSENCE

ARTICLE 29 — SICK LEAVE

- 29.1 All full-time, regular employees shall accrue sick leave with pay under the following conditions:
- 29.2 An employee whose services have been continuous for one month or more shall accrue sick leave at the rate of eight (8) hours for each month during which he/she has been employed. Such leave may be used provided that satisfactory evidence is presented showing the need therefore, as shown below. Part-time, regular employees shall accrue sick leave on a prorated basis.
- 29.3 If an employee has accumulated sick leave, it shall be used for the following:
 - a. When an employee is ill.
 - b. When a member of an employee's immediate family is ill and the employee must care for such ill family member.
 - c. For visits to doctors, dentists and optometrists for physicals, treatment or preventive steps
 - d. For funerals in the immediate family and bereavement leave.
 - e. For any other reason as permitted by law.
 - f. "Immediate family" is designated as the spouse, child, registered domestic partner, parent, sibling or grandparent of the employee or employee's spouse or registered domestic partner.

- 29.4 Sick leave will be cumulative, with no maximum accrual, and if not taken in any given year will be usable in subsequent years' employment, the purpose being to make accrued sick leave available to an employee in times of urgent need.
- 29.5 When an employee is on sick leave, he/she is in paid status.
- 29.6 Accrual of sick leave will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest four hours.
- 29.7 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, or Department Director/Division Head, a statement must be obtained by the employee from the employee's doctor stating: (a) that the employee should not have worked during the period of absence; and (b) that the employee is now able to return to work.
- 29.8 Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District, and may result in dismissal for lack of reliability.

ARTICLE 30 — VACATION LEAVE

- 30.1 Seniority governs in vacation choice for the current year's vacation. Subject to approval of the Department Director/Division Head of the vacation selected, employees will be granted vacation leave with pay.
- 30.2 Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on the following on a pro-rated basis.

DURING SERVICE YEARS	HRS ACCRUED PER PAY PERIOD	RESULTING ANNUAL ACCRUAL
1-2-3	4.00	104 hours
4-5-6	4.31	112 hours
7-8-9	4.62	120 hours
10-11-12	4.92	128 hours
13-14-15	5.23	136 hours
16-17-18	5.54	144 hours
19-20-21	5.85	152 hours
22-23-24	6.15	160 hours
25 >	6.46	168 hours

- 30.3 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.
- 30.4 No more than **288** 300 hours will be permitted to accrue in an employee's Leave Account. If an employee accrues **288** 300 hours of vacation and has that amount on the books, he/she will not accrue additional vacation until he/she uses vacation and drops his/her accrual below **288** 300 hours.

- 30.5 The maximum vacation an employee can take is 160 consecutive working hours, unless special circumstances warrant approval of the General Manager for a longer period.
- 30.6 Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- 30.7 When an employee leaves the District, he/she will be paid for accrued unused vacation at his/her then current rate of pay.
- 30.8 When computing the amount of vacation leave accrual, holidays, week-ends, paid vacation time and paid sick leave will be included as continuous service.
- 30.9 Accrual of vacation time will be by hour beginning with the date of hire and computed to the date of termination, pro-rated to the nearest hours.
- 30.10 The supervisor will either approve or disapprove the request prior to the employee actually taking the time off.

ARTICLE 31 — HOLIDAYS

31.1 The District shall observe the holidays listed below.

1.	New Year's Day	1 January
2.	Martin Luther King's Birthday	3rd Monday in January
3.	President's Day	3rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	4 July
6.	Labor Day	1st Monday in September
7.	Veterans Day	11 November
8.	Thanksgiving Day	November (The day of
	Thanksgiving as proclaimed by	y the State of California)
9.	Day after Thanksgiving	November (as above)
10.	Day before Christmas Day	24 December
11.	Christmas Day	25 December
12.	Day before New Year's Day	31 December

- 31.2 If any of the holidays listed above falls on the first day of an employee's weekend, the holiday will be observed on the previous workday. If a holiday falls on the middle day of a three-day weekend, the holiday will be observed on the employee's previously scheduled workday.
- 31.3 If any of the holidays listed above falls on the last day of an employee's weekend, the holiday will be observed on the following workday.
- 31.4 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.
- 31.5 Christmas and New Year's holidays often provide four consecutive days off for employees. If the holiday schedule provides a 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.

31.6 Employees required by their supervisor or manager to work on the holidays listed above will be compensated at one and one-half times the employee's straight time rate, in addition to his/her regular pay for the holiday.

ARTICLE 32 — BEREAVEMENT LEAVE

32.1 An employee may have up to twenty-seven (27) hours three (3) days paid leave for bereavement as a result of the death a member of the employee's immediate family. "Immediate family" is designated as the spouse, registered domestic partner, child (including step and foster), parent (including step and foster), sibling (including step and foster), or grandparent of the employee or employee's spouse. If additional time off is required, the employee may request sick leave as provided in Article 29.3 (d) above.

ARTICLE 33 — MILITARY LEAVE

33.1 The District will follow all laws regarding military leave including, but not limited to, the State Military and Veterans Code and the Federal Uniformed Services Employment and Reemployment Rights Act, and as set forth in the District's policy on military leave.

ARTICLE 34 — PREGNANCY LEAVE

- 34.1 Employees who are temporarily unable to perform their usual and customary work due to a pregnancy-related disability will be granted a pregnancy leave of absence and may also be entitled to a reasonable accommodation.
- 34.2 Pregnancy disability leave will be granted on the basis of a physician's written statement that an employee is no longer able to work due to a pregnancy-related disability.
- 34.3 An employee who is granted a pregnancy disability leave is required to utilize accrued sick leave if available, until the commencement of disability payments. The employee may then coordinate salary and disability payments as provided in long term disability insurance. The District will continue to pay group insurance premiums while the employee on pregnancy leave is either using paid time off to cover her absence or while her pregnancy disability leave is running concurrently with leave per the Pregnancy Disability Leave Act provided by California law, even if in unpaid status.
- 34.4 An employee who plans to take a pregnancy leave must provide the District reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected the employee will be able to return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for a pregnancy leave, the employee must cause the District to be notified of the situation within three working days.
- 34.5 The maximum length of leave that will be granted for any pregnancy-related disability is four months unless the employee has accrued paid time off in excess of four months. If the

employee needs more than four months for such leave, the District will ensure that it meets with the employee to discuss reasonable accommodation for a longer leave of absence. Employees returning to work after any pregnancy leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.

34.6 Employees who return to work from a pregnancy leave will be accorded the same reinstatement rights as an employee returning from any other form of disability leave.

ARTICLE 35 — PARENTAL LEAVE

- 35.1 An employee may be granted an unpaid leave of absence for up to 1040 hours to care for or to bond with their newly-born or adopted child.
- 35.2 An employee who is granted such leave must use it concurrently with FMLA/CFRA. However, once the employee has exhausted the 12 weeks of leave as provided by FMLA/CFRA, the employee will be responsible for the cost of group insurance (medical, dental, vision, short term disability/long term disability, and life insurance).

ARTICLE 36 — FAMILY AND MEDICAL CARE LEAVE

- 36.1 The District will provide family and medical leave for an employee as required by State and Federal Law.
- 36.2 When the FMLA/CFRA leave is due to the non-job related health condition of the employee or a family member, the employee shall exhaust the following paid leave in the order listed: 1) sick leave, 2) vacation leave, and 3) other paid leave. The exhaustion of such paid leave shall run concurrently with the leave.
- 36.3 When the leave is for bonding with a newly born or newly adopted child, the employee may use up to 160 hours of accrued sick leave. If an employee opts to use such leave, then after using such sick leave, the employee shall exhaust the following paid leaves in the order listed:1) Vacation leave, and 2) other paid leave, except sick leave. The exhaustion of such paid leave shall run concurrently with the leave.

ARTICLE 37 — ON THE JOB INJURY

37.1 In the case of on-the-job injuries, the employee must apply accrued sick leave on a pro-rated basis to supplement his/her entitlement from the Workers' Compensation Insurance Fund. Once sick leave is exhausted, employees may use leave accruals concurrently with leave provided in conjunction with a workers' compensation leave. The employee may thus receive from the District a check equal to his/her net regular paycheck less the amount of his/her check from the Workers' Compensation Insurance Fund.

ARTICLE 38 — LEAVE WITHOUT PAY

38.1 Leave without pay may be granted by the General Manager, but such leave, when granted, shall not exceed a continuous period of 30 calendar days, except for extended unpaid sick leave, per Article. 29; military leave, per Article 33; pregnancy leave, per Article 34; parental

leave, per Article 35; and family and medical leave, per Article 36. Vacation and sick leave benefits are not earned nor holidays paid during leave without pay. This includes unpaid sick leave, military leave, parental leave, family and medical leave or any other leave where the District is not paying wages to the employee.

ARTICLE 39 — JURY DUTY

- 39.1 A full-time, regular employee will be paid his/her regular salary for eighty (80) hours when on jury duty regardless of whether the employee is scheduled to work four days (i.e., 36 hours for employees working a 9/80 work schedule) or five days (44 hours for employees working a 9/80 work schedule), less the amount he/she receives from the Court for such service as a juror. An attendance record from the Court on time spent on jury duty and a copy of the check for such service must be submitted to the District's Payroll Clerk. If paid by the court for jury duty not paid by the District after 80 hours (not mileage) the amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.
- 39.2 Employees who are on jury duty are required to return to work if released by the Court from jury duty and they will have at least two hours of work left in their day. In addition, if an employee calls into the court on the day before reporting for jury duty and finds out that he/she must report to jury duty the next day, he/she is required to notify his/her supervisor prior to the start time of his/her work shift.

CHAPTER 6, EMPLOYEE/EMPLOYER RELATIONS

ARTICLE 40 — DISCIPLINARY ACTIONS

- 40.1 Disciplinary or corrective actions may be taken with the approval of the General Manager, upon the recommendation of the Department Director/Division Head, in those cases where the Department Director/Division Head feels that the severity or frequency of the employee's actions warrants, or the employee has failed to alter his/her conduct satisfactorily, after a conference or reprimand.
- 40.2 The severity of discipline or corrective action will be determined on a case-by-case basis, taking into consideration the employee's previous history, and the severity of the current problem.
- 40.3 Such disciplinary actions may be suspension, demotion, reduction of pay or dismissal.

ARTICLE 41 — DISMISSAL

41.1 Upon dismissal, District employees shall be paid for their accrued vacation **and accrued CTO**.

ARTICLE 42 — REPRIMANDS

42.1 In the event that the Supervisor's consultation with an employee as provided below in Article 43, Supervisors Conference does not result in improved performance or behavior on the part

of the employee, the Supervisor shall prepare a written reprimand covering the earlier consultation with the employee, and outline the specific rules in question.

- 42.2 The Supervisor shall submit the reprimand to his/her Department **Director or Division Head**, who will set up a meeting with the employee and the Supervisor to review the charges and obtain the employee's side of the problem.
- 42.3 The **Division** Department **Director Head** will summarize the findings of the meeting and present his/her ruling in writing to the employee.
- 42.4 The employee will then have the right to submit a rebuttal which shall be attached to the reprimand in the employee's personnel file. If the employee wishes to submit a written rebuttal, Human Resources must receive it within 10 business days of the employee receiving the written reprimand or letter of warning.
- 42.5 If the severity of the employee's conduct warrants, the reprimand shall put the employee on notice that failure to correct the performance or attitude will result in disciplinary action.

ARTICLE 43 — SUPERVISORS CONFERENCE

43.1 Supervisors will confer with employees who, in the Supervisor's opinion, are violating the letter or intent of employment standards, such as those outlined above.

ARTICLE 44 — SEPARATION FROM THE DISTRICT

- 44.1 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.
- 44.2 Resignations will be effective upon the last day worked. Wages due and payments for accrued leaves provided for in this MOU will be paid on the following pay day.
- 44.3 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 45 — GRIEVANCE PROCEDURE

45.1 A grievance is a claim by one or more persons of a violation, misinterpretation or inequitable application of the rules and regulations or this memorandum of understanding.

45.2 <u>Step No. 1: Informal Discussion with Supervisor:</u>

a. The grievance shall first be discussed on an informal basis by the aggrieved **employee** 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.

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Department Director or Division Head within 7 calendar days after receipt of the immediate supervisor's response.

45.3 <u>Step No. 2: Review by Department Director</u> or Division Head:

- a. Within 7 calendar days after receiving the written grievance, the Department **Director** or **Division Head** shall meet with all parties concerned, and they shall thoroughly discuss the grievance.
- b. The Department **Director or Division Head** shall give his/her written decision within 7 calendar days after the discussion.
- 45.4 <u>Step No. 3: Review by General Manager:</u>
 - a. If the grievance has not been satisfactorily resolved by the Department **Director 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 meet with all parties concerned, and they shall thoroughly discuss the grievance.
 - b. The General Manager shall give his/her written decision within 7 calendar days. If the aggrieved **employee** 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.
- 45.5 The employee at any step of the grievance procedure may represent himself/herself, may be represented by a fellow employee, a representative of an employee organization, attorney, or any other person he/she may choose.
- 45.6 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 proceeds and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the immediate supervisor or Department Director or Division Head, or General Manager, fails to respond within the time limits specified.

ARTICLE 46 — LAY-OFFS

46.1 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 on the basis of merit, as determined by the average of 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.

- 46.2 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 work load for the classification in question. This right exists for up to two years from the effective date of the layoff.
- 46.3 **Parties agree to reopen this Article during 2022 to further discuss layoff procedures.**

ARTICLE 47 — PEACEFUL PERFORMANCE

- 47.1 The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety and general welfare of the residents within the District service area.
- 47.2 Consequently, Union 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, sympathy 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.
- 47.3 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.
- 47.4 In the event of any such work-stoppage during the term of this MOU, whether by, Union or by any member of the bargaining unit, Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement MOU 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.
- 47.5 If in the event of a work-stoppage, Union promptly and in good faith performs the obligations of this Section, and, providing, Union has not otherwise authorized, permitted or encouraged such work-stoppage, Union shall not be liable for any damages caused by the violation of this Section.
- 47.6 However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, and work-stoppage activity herein prohibited, and the District shall also have the right to seek full legal redress.

ARTICLE 48 — STEWARDS PROGRAM

- 48.1 The General Unit's representative, Union, may appoint three five (3 5) stewards. Each steward shall have an alternate who shall perform his/her duties in his/her absence. Union shall give to the District's General Manager or his/her designee a written list of employees who have been selected as stewards, and the Union shall keep this list shall be kept current by union.
- 48.2 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from

reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of activities in the role of a steward.

- 48.3 Stewards and alternates may investigate and process grievances only in the department to which they are assigned. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available.
- 48.4 Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available.
- 48.5 A steward shall not log compensatory time or overtime for the time spent performing any function of a steward.
- 48.6 The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure, in an effort to resolve grievances at the lowest level and to increase communication between the General Unit and the District.
- 48.7 A shop steward's representation program has been established on a trial basis with the understanding that it will be discontinued immediately upon evidence that the net effect of such program is to reduce productivity.

ARTICLE 49 — DISTRICT RIGHTS

49.1 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 50 — EMPLOYEE RIGHTS

50.1 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.

ARTICLE 51 — UNION DUES DEDUCTION, COPE & INDEMNIFICATION

- 51.1 District agrees to deduct and remit to the Union all authorized dues deductions from Union members. Upon receipt of written notice by SEIU that dues deductions were authorized by the employee, the District will begin to deduct dues. Deductions will begin the beginning of the pay period following notice from SEIU to the District of authorization to deduct dues.
- 51.2 District will promptly remit membership fees deducted to Union, together with a list of employees who have had said fees deducted.
- 51.3 Union and the District agree that the District is not to be a party to any dispute that arises out of the administration of Article 51, Dues Deduction. Specifically, Union shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section.
- 51.1 <u>Dues Deduction</u>

The District will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union.

The District shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time); base salary earned per pay period; hourly rate; and salary step (if applicable); and-total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org in accordance with state requirements.

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

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

51.2 <u>Committee on Political Education (COPE)</u>

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

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

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

51.3 Indemnification

The Union agrees to indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits and from any liabilities of any nature which may arise as a result of the application of provisions of this Article. In the event of such indemnification or defense, the District shall be entitled to select its own legal representative. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with SEIU and shall not be subject to the District's grievance procedure.

ARTICLE 52 — NEW EMPLOYEE ORIENTATIONS

52.1 The District shall provide the Union's designated representative(s) written notice of new employee orientation at least ten (10) business days prior to the new employee orientation. Should an orientation be scheduled with less than ten days'_notice, the District will provide an orientation opportunity for SEIU with ten days' notice.

Representatives of the-Union **Representatives** shall be permitted to meet with new hires for up to (30) minutes during the mandatory scheduled new employee orientation. This meeting will be exclusively for union representatives and SEIU new hires within the Unit. Release time shall be granted for one steward to participate in the new employee orientation and to participate in the new hire follow-up meeting as described below. "New hires" shall be defined to include any employee new to the SEIU 721-represented bargaining unit only, including but not limited to through accretion or promotion/demotion.

If the Union's designated representative(s) is unable to attend the new employee orientation, the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the union representative responsible for follow-up with the new hire.

ARTICLE 53 — MAINTENANCE OF MEMBERSHIP

53.1 Employees who are on payroll deduction for Union dues on the effective date of this Agreement, and employees who begin payroll deduction for Union dues during the

Term of this Agreement, shall continue such dues deduction until 31 December of the last year of this Agreement.

- 53.2 An employee who wants to discontinue such dues deduction may do so only between 1 November and 1 December of the last year of this Agreement. Such dues shall be discontinued effective 1 January of the following year. To discontinue dues deduction during this time period, the employee shall give written notification to both the Union and the District.
- 53.3 Union shall indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this article.
- 53.4 In any case where any employee does not have sufficient funds to provide for payment of authorized dues, the Union shall be responsible for collection from the employee.
- 53.5 The Union shall submit annual financial reports to the District and Unit employees as required by Government Code Section 3502.5 or its amendments.

ARTICLE 534 – LABOR/MANAGEMENT COMMITTEE

534.1 The parties agree to the establishment of Labor/Management committee where the parties come together to discuss items or issues of mutual importance. The committee shall be represented with up to three five members from each SEIU bargaining unit. The committee shall meet at least once a quarter, but may mutually agree to meet either less or more often at mutually agreed upon times. The committee will act as an advisory group and shall have no decision making power. Depending on the issues discussed, either party may request that additional parties attend the meeting.

Article 545 — FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 545.1 It is intended that this Agreement MOU sets forth the full and entire understanding of the parties regarding the matters in this Agreement MOU, and any prior or existing understanding or agreements, whether formal or informal, regarding such matters are superseded and terminated.
- 545.2 Management will continue to administer the formal and informal terms and conditions of employment in a reasonable manner.
- 545.3 The Union and the District agree that during the negotiations which resulted in this Agreement MOU, 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 MOU represents the only Aagreement 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 MOU.
- 545.4 No change to this Agreement MOU will be binding upon either party unless made in writing and signed by the parties.

545.5 The waiver of appeal of any breach of any term or condition of this Agreement MOU by either party shall not constitute a precedent or in any way bar the future enforcement of all contractual terms and provisions.

ARTICLE 55 — PHYSICAL FITNESS PROGRAM

An amount of \$500 shall be made available to employees covered by this MOU every July 1st 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.

For SEIU, Local 721: For Las Virgenes MWD

Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes Municipal Water District Board of Directors, at their meeting of February 15, 2022 January 29, 2019.

David W. Pedersen General Manager Date

Approval as to form:

Wayne K. Lemieux Legal Counsel

Date

APPENDIX A

LVMWD

General Unit Salary Table – January 12, 2019

		int Sala			ary 12,				
Classification	Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G
Chief Water Treatment Plant Operator	77	Hourly	\$38.158	\$40.257	\$42.471	\$44.807	\$47.271	\$49.871	\$52.619
		Monthly	\$6,614.11	\$6,977.88	\$7,361.66	\$7,766.55	\$8,193.71	\$8,644.37	\$9,120.55
Collections Systems Technician	46	Hourly	\$28.030	\$29.572	\$31.198	\$32.914	\$34.725	\$36.634	\$38.652
		Monthly	\$4,858.57	\$5,125.80	\$5,407.71	\$5,705.14	\$6,018.92	\$6,349.96	\$6,699.75
		-							
Compliance Inspector	59	Hourly	\$31.901	\$33.656	\$35.507	\$37.459	\$39.520	\$41.693	\$43.986
		Monthly	\$5,529.50	\$5,833.63	\$6,154.48	\$6,492.97	\$6,850.08	\$7,226.85	\$7,624.32
Cross Connection Inspector	64	Hourly	\$33.528	\$35.372	\$37.318	\$39.370	\$41.536	\$43.820	\$46.230
		Monthly	\$5,811.56	\$6,131.21	\$6,468.42	\$6,824.18	\$7,199.51	\$7,595.48	\$8,013.24
		-							
Electrical/Instrumentation Technician I	51	(\$29.460	\$31.080	\$32.790	\$34.593	\$36.496	\$38.503	\$40.621
		Monthly	\$5,106.41	\$5,387.26	\$5,683.56	\$5,996.15	\$6,325.95	\$6,673.87	\$7,040.94
Electrical/Instrumentation Technician II	66	Hourly	\$34.202	\$36.083	\$38.068	\$40.162	\$42.371	\$44.701	\$47.163
		Monthly	\$5,928.37	\$6,254.44	\$6,598.44	\$6,961.34	\$7,344.22	\$7,748.16	\$8,174.96
m Motor .		-							
Facilities Inspector	68	Hourly Monthly	\$34.890 \$6.047.54	\$36.809 \$6.280.15	\$38.833 \$6.721.07	\$40.969 \$7.101.27	\$43.222 \$7.401.84	\$45.599 \$7.002.00	\$48.107 \$9.228.61
		Monthly	\$6,047.54	\$6,380.15	\$6,731.07	\$7,101.27	\$7,491.84	\$7,903.90	\$8,338.61
Facilities Maintenance Worker	40	Hourly	\$26.406	\$27.858	\$29.390	\$31.007	\$32.712	\$34.511	\$36.409
		Monthly	\$4,576.99	\$4,828.73	\$5,094.30	\$5,374.49	\$5,670.09	\$5,981.94	\$6,310.95
Eidd Costone & Comine Box I	22	I Leveler	\$22.076	\$23.290	\$24.571	\$25.922	P07.240	¢20.052	£20.420
Field Customer Service Rep. I	22				\$24.571 \$4,258.92		\$27.348	\$28.852 \$5.001.01	\$30.439 \$5.276.07
		Monthly	\$3,826.44	\$4,036.90	\$4,258.92	\$4,493.17	\$4,740.30	\$5,001.01	\$5,276.07
Field Customer Service Rep. II	32	Hourly	\$24.385	\$25.726	\$27.141	\$28.634	\$30.209	\$31.871	\$33.623
		Monthly	\$4,226.78	\$4,459.25	\$4,704.50	\$4,963.25	\$5,236.23	\$5,524.23	\$5,828.06
Fleet Technician	50	Hourly	\$29.168	\$30.773	\$32.465	\$34.251	\$36.134	\$38.122	\$40.222
	50	Monthly	\$29.168	\$5,333.92	\$5,627.28	\$5,936.79	\$56,263.31	\$58.122 \$6,607.79	\$40.222 \$6,971.79
									. ,
Laboratory Assistant	43	Hourly	\$27.206	\$28.702	\$30.281	\$31.946	\$33.703	\$35.557	\$37.513
		Monthly	\$4,715.68	\$4,975.04	\$5,248.67	\$5,537.34	\$5,841.90	\$6,163.21	\$6,502.18
Laboratory Technician I	53	Hourly	\$30.052	\$31.705	\$33.449	\$35.289	\$37.229	\$39.277	\$41.437
Laboratory reclinician r	5.	Monthly	\$5,209.05	\$5,495.55	\$5,797.79	\$6,116.68	\$6,453.10	\$6,808.02	\$7,182.46
Laboratory Technician II	68	Hourly	\$34.890	\$36.809	\$38.833	\$40.969	\$43.222	\$45.599	\$48.107
		Monthly	\$6,047.54	\$6,380.15	\$6,731.07	\$7,101.27	\$7,491.84	\$7,903.90	\$8,338.61
Maintenance Mechanic I	43	Hourly	\$27.206	\$28.702	\$30.281	\$31.946	\$33.703	\$35.557	\$37.513
Mantenance Mechanic I	1.	Monthly	\$4,715.68	\$4,975.04	\$5,248.67	\$5,537.34	\$5,841.90	\$6,163.21	\$6,502.18
		,							
Maintenance Mechanic II	58	Hourly	\$31.585	\$33.322	\$35.155	\$37.089	\$39.128	\$41.281	\$43.554
		Monthly	\$5,474.76	\$5,775.87	\$6,093.55	\$6,428.69	\$6,782.27	\$7,155.29	\$7,549.44
Sr. Field Customer Service Representative	54	Hourly	\$30.353	\$32.022	\$33.783	\$35.641	\$37.602	\$39.670	\$41.852
1		Monthly	\$5,261.13	\$5,550.50	\$5,855.77	\$6,177.84	\$6,517.63	\$6,876.10	\$7,254.28
		-							
Sr. Electrical/Instrumentation Technician	/4	Hourly	\$37.036	\$39.073	\$41.222	\$43.489	\$45.881	\$48.405	\$51.071
		Monthly	\$6,419.59	\$6,772.66	\$7,145.15	\$7,538.14	\$7,952.74	\$8,390.14	\$8,852.31
Sr. Maintenance Mechanic	66	Hourly	\$34.202	\$36.083	\$38.068	\$40.162	\$42.371	\$44.701	\$47.163
		Monthly	\$5,928.37	\$6,254.44	\$6,598.44	\$6,961.34	\$7,344.22	\$7,748.16	\$8,174.96
C W/ C A A C A F A	(2)								
Sr. Water Construction Specialist	63	Hourly	\$33.196	\$35.022	\$36.948	\$38.981	\$41.124	\$43.386	\$45.773
		Monthly	\$5,754.03	\$6,070.50	\$6,404.37	\$6,756.62	\$7,128.23	\$7,520.28	\$7,933.90
Sr. Water Distribution Operator	70	Hourly	\$35.591	\$37.548	\$39.614	\$41.792	\$44.091	\$46.516	\$49.074
		Monthly	\$6,169.09	\$6,508.39	\$6,866.36	\$7,244.01	\$7,642.43	\$8,062.76	\$8,506.21
C W/ . D 1 . DI . O .	70		P25 504	827 540	P20 (14	R 44 702	211.001	846 546	C 40.074
Sr. Water Reclamation Plant Operator	/(Hourly Monthly	\$35.591 \$6,169.09	\$37.548 \$6,508.39	\$39.614 \$6,866.36	\$41.792 \$7,244.01	\$44.091 \$7,642.43	\$46.516 \$8,062.76	\$49.074 \$8,506.21
		wontiny	\$0,109.09	<i>q</i> 0,506.59	\$0,800.50	\$7,244.01	\$7,042.45	\$6,002.70	φ0,500.21
Storekeeper	46		\$28.030	\$29.572	\$31.198	\$32.914	\$34.725	\$36.634	\$38.652
		Monthly	\$4,858.57	\$5,125.80	\$5,407.71	\$5,705.14	\$6,018.92	\$6,349.96	\$6,699.74
Water Distribution Operator I	32	Hourly	\$24.385	\$25.726	\$27.141	\$28.634	\$30.209	\$31.871	\$33.623
water Distribution Operator 1		Monthly	\$24.363 \$4,226.78	\$23.720 \$4,459.25	\$4,704.50	\$28.034 \$4,963.25	\$5,236.23	\$5,524.23	\$5,828.06
		Monuny	94, 220.78	ə+,+39.23	ş4,704.30	\$4,903.23	\$5,250.25	ą <i>3,32</i> 4.2 <i>3</i>	<i>q</i> 3,626.00
Water Distribution Operator II	42		\$26.936	\$28.418	\$29.981	\$31.630	\$33.370	\$35.205	\$37.141
		Monthly	\$4,668.99	\$4,925.78	\$5,196.70	\$5,482.53	\$5,784.06	\$6,102.18	\$6,437.81
Water Distribution Operator III	64	Hourly	\$33.528	\$35.372	\$37.318	\$39.370	\$41.536	\$43.820	\$46.230
water Eistibution Operator III	64	Monthly	\$33.528 \$5,811.56	\$35.372 \$6,131.21	\$57.318 \$6,468.42	\$59.570 \$6,824.18	\$41.556 \$7,199.51	\$45.820 \$7,595.48	\$46.250 \$8,013.24
Water Reclamation Plant Operator I	42		\$26.936	\$28.418	\$29.981	\$31.630	\$33.370	\$35.205	\$37.141
		Monthly	\$4,668.99	\$4,925.78	\$5,196.70	\$5,482.53	\$5,784.06	\$6,102.18	\$6,437.81
Water Reclamation Plant Operator II	62	Hourly	\$32.868	\$34.675	\$36.582	\$38.595	\$40.717	\$42.957	\$45.323
water rectaination Fiant Operator II	02	Monthly	\$5,697.06	\$54.675 \$6,010.39	\$50.582 \$6,340.96	\$58.595 \$6,689.72	\$40.717 \$7,057.65	\$42.957 \$7,445.83	\$45.525 \$7,855.97
		monuny		<i>q</i> 0,010.32				CO.CFT, 19	
Water Reclamation Plant Operator in Training	36	Hourly	\$25.375	\$26.771	\$28.243	\$29.797	\$31.436	\$33.165	\$34.989
		Monthly	\$4,398.40	\$4,640.31	\$4,895.53	\$5,164.79	\$5,448.85	\$5,748.54	\$6,064.70
Water Treatment Plant Operator II	46	Hourly	\$28.030	\$29.572	\$31.198	\$32.914	\$34.725	\$36.634	\$38.652
water reautient riant Operator II	40	Monthly	\$28.050 \$4,858.57	\$29.572 \$5,125.80	\$5,407.71	\$52.914 \$5,705.14	\$54.725 \$6,018.92	\$50.054 \$6,349.96	\$38.632 \$6,699.74
	1	montniy	94,0J0.J/	9 <i>3</i> ,123.80	φ 3, 407.71	φJ,703.14	90,010.92	20,042.90	<i>q</i> 0,099./4
Water Treatment Plant Operator III	64		\$33.528 \$5,811.56	\$35.372	\$37.318 \$6,468.42	\$39.370 \$6,824.18	\$41.536 \$7,199.51	\$43.820 \$7,595.48	\$46.230 \$8,013.24

APPENDIX B

Office Unit Salary Table – January 12, 2019

Classification	Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk I	18	Hourly	\$21.214	\$22.381	\$23.612	\$24.911	\$26.281	\$27.726	\$29.251
		Monthly	\$3,677.14	\$3,879.38	\$4,092.74	\$4,317.85	\$4,555.32	\$4,805.87	\$5,070.20
Account Clerk II	27	Hourly	\$23.202	\$24.478	\$25.824	\$27.244	\$28.743	\$30.324	\$31.992
		Monthly	\$4,021.63	\$4,242.83	\$4,476.18	\$4,722.37	\$4,982.10	\$5,256.11	\$5,545.20
Accounting Technician	40	Hourly	\$26.406	\$27.858	\$29.390	\$31.007	\$32.712	\$34.511	\$36.409
		Monthly	\$4,576.99	\$4,828.73	\$5,094.30	\$5,374.49	\$5,670.09	\$5,981.94	\$6,310.95
Accounting Technician (Payroll)	61	Hourly	\$32.542	\$34.332	\$36.220	\$38.212	\$40.314	\$42.531	\$44.871
		Monthly	\$5,640.65	\$5,950.88	\$6,278.18	\$6,623.48	\$6,987.77	\$7,372.10	\$7,777.57
Administrative Assistant	42	Hourly	\$26.936	\$28.418	\$29.981	\$31.630	\$33.370	\$35.205	\$37.141
		Monthly	\$4,668.99	\$4,925.78	\$5,196.70	\$5,482.53	\$5,784.06	\$6,102.18	\$6,437.80
Computer Support Specialist	52	Hourly	\$29.755	\$31.391	\$33.118	\$34.939	\$36.861	\$38.888	\$41.027
· · · ·		Monthly	\$5,157.47	\$5,441.13	\$5,740.39	\$6,056.12	\$6,389.20	\$6,740.60	\$7,111.34
Customer Service Representative	33	Hourly	\$24.629	\$25.984	\$27.413	\$28.920	\$30.511	\$32.189	\$33.960
		Monthly	\$4,269.04	\$4,503.84	\$4,751.55	\$5,012.88	\$5,288.60	\$5,579.46	\$5,886.34
GIS Coordinator	80	Hourly	\$39.315	\$41.477	\$43.758	\$46.165	\$48.704	\$51.383	\$54.209
		Monthly	\$6,814.52	\$7,189.31	\$7,584.73	\$8,001.88	\$8,441.99	\$8,906.30	\$9,396.15
Systems Coordinator	80	Hourly	\$39.315	\$41.477	\$43.758	\$46.165	\$48.704	\$51.383	\$54.209
		Monthly	\$6,814.52	\$7,189.31	\$7,584.73	\$8,001.88	\$8,441.99	\$8,906.30	\$9,396.15
Planning & New Development Technician	59	Hourly	\$31.901	\$33.656	\$35.507	\$37.459	\$39.520	\$41.693	\$43.986
		Monthly	\$5,529.50	\$5,833.63	\$6,154.48	\$6,492.97	\$6,850.08	\$7,226.85	\$7,624.32
Receptionist/Office Assistant	22	Hourly	\$22.076	\$23.290	\$24.571	\$25.922	\$27.348	\$28.852	\$30.439
		Monthly	\$3,826.44	\$4,036.90	\$4,258.92	\$4,493.17	\$4,740.30	\$5,001.01	\$5,276.07
Senior Account Tech	61	Hourly	\$32.542	\$34.332	\$36.220	\$38.212	\$40.314	\$42.531	\$44.871
		Monthly	\$5,640.65	\$5,950.88	\$6,278.18	\$6,623.48	\$6,987.77	\$7,372.10	\$7,777.57
Technical Services Support Specialist	53		\$30.052	\$31.705		\$35.289	\$37.229	\$39.277	\$41.437
		Monthly	\$5,209.05	\$5,495.55	\$5,797.79	\$6,116.68	\$6,453.10	\$6,808.02	\$7,182.45

APPENDIX C

PAY FOR CERTIFICATION PROGRAM

The District strives to encourage employees to prepare themselves for jobs within their career path. The District also wants to recognize employees that have attained state certification and licenses, beyond stated job requirements, that are used in the performance of their duties on a regular basis.

To this end, the District will provide additional compensation to employees for state certification and licenses over and above those required, that fall within the employee's career path and are used for district benefit on a regular basis.

Criteria for Additional Pay and Monthly Stipend

To be eligible for the additional pay **or monthly stipend**, an employee must show proof of possession of a certificate or license issued or approved by the State of California. The eligibility of the certification or license may be demonstrated by the following:

- The employee's job description lists the certificate or license as preferred but not required; or
- The job description for a position that the employee is eligible to compete lists the certificate or license as required or preferred; or
- The employee's current position is within a career path for a position that lists the certificate or license as required or preferred, but the employee does not meet the years of experience requirement necessary to compete for the position; or
- Agreement that attainment of the certification will add value for the District as determined by the General Manager.

Once the employee demonstrates eligibility, the employee will receive the pay for certification on each paycheck. The employee loses eligibility under the following conditions:

- The employee promotes to a position where the certificate or license is required.
- The employee does not maintain an overall satisfactory performance evaluation.
- The employee loses the certification or license.

Interim certification, such as that granted during a "grandfather in" period, is not eligible for this program.

Amount of Additional Pay

The-Eligible employees will receive a set additional 5% in pay for those holding the following state certificates and licenses that are knowledge-based (that is, two licenses or certificates does not mean 10% additional pay) These include:

- Water treatment, water distribution and wastewater certification
- Professional registration as a civil engineer
- License as certified public accountant.

Additional state certificates and licenses will be considered for this additional 5% in pay if they include requirements for eight-hour competitive examinations and field work of two years.

Amount of Monthly Stipend

Eligible employee will receive a monthly stipend of \$25 for holding one of the following certificates or licenses:

- Notary Public
- Class A or Class B driving license

Classification Considerations

Which certification qualifies an employee for the pay for certification program depends upon the employee's classification within the District for the water treatment, water distribution and wastewater certifications, as follows:

• General and office unit employees must have grade 3 or above.

APPENDIX D

DECLARATION OF OUTSIDE EMPLOYMENT, ACTIVITY OR ENTERPRISE

Employee name	
Job title I hereby certify that I am NOT engaged in any ou am required to seek the approval if I wish to engage	
Employee Signature	Date
I am currently or plan to be engaged in outside co hereby request approval and provide the information	
Date outside employment will start	
Name of proposed/outside employer: Provide a detailed description of the duties of this any facts which could result in interference, confli employment/activity and your District function ar	ct or incompatibility of this
Days and hours of outside employment/activity:	
I hereby certify that the foregoing is a full and acc the District policy and MOU provisions and will f	
Employee Signature	Date
Approve Disapprove Reason:	
General Manager	Date



MEMORANDUM OF UNDERSTANDING

GENERAL AND OFFICE UNIT

January 1, 2022 – December 31, 2024

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CHAPTER 1, GENERAL PROVISIONS

ARTICLE 1—TERM

1.1 The provisions of this Memorandum of Understanding ("MOU") shall commence on 1 January 2022, unless another implementation date is specified within the MOU, and shall expire on 31 December 2024.

ARTICLE 2—RECOGNITION

- 2.1 Pursuant to the provisions of the Employee Relations Ordinance of Las Virgenes Municipal Water District, and applicable State Law, Las Virgenes Municipal Water District General Unit Employees, SEIU, CCAPE, Local 700, was certified by Thomas McCarthy, California State Conciliation Service on January 10, 1975, as the exclusive representative of District employees in the General Unit and Office Unit (hereinafter "Unit") previously found to be appropriate by the District's Board of Directors. During 2007–08 SEIU reorganized and the LVMWD bargaining units were incorporated into a new SEIU, Local 721.
- 2.2 The District hereby recognizes SEIU Local 721, (hereinafter "Union") as the certified exclusive representative of the employees in said Units.
- 2.3 The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit in the employee classifications comprising the General Unit as listed on Appendix A and the Office Unit as listed on Appendix B of this MOU.

ARTICLE 3—PROVISIONS OF LAW

3.1 It is agreed and understood that this MOU is subject to all current and future applicable Federal, State, and County laws, rules and regulations. If any part of this MOU 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 the remainder of this MOU shall not be affected.

CHAPTER 2, COMPENSATION

ARTICLE 4—POSITION AND SALARY RANGE

- 4.1 The "Basic 7-Step Salary Schedule" is included herein for reference. Said Salary Schedule applies to all classified positions. Whenever possible, personnel will be hired at Step A, and will be subject to merit review and possible salary step increase by the General Manager in accordance with the following rules. However, with the approval of the General Manager, advanced step placement is possible to recruit an exceptionally well qualified employee or to complete a difficult recruitment. Employees will be subject to merit review and possible salary step increases in accordance to the following rules.
- 4.2 Each employee's performance, including probationary employees, will be reviewed as needed to provide guidance in any improvements that might be required.

- a. An employee may receive a performance review at a minimum after the first 3 months and must receive a merit review after 6 months of his/her employment and annually thereafter. However, an employee may be evaluated at any time his/her supervisor believes it is appropriate.
- b. Any pay increase resulting from a merit review will be effective on the date specified in the merit review.
- c. A newly hired probationary employee who is on leave from work for four (4) or more consecutive weeks may have his or her performance review and probationary date adjusted to compensate for the period of absence. Thereafter, the anniversary performance review will be based on the new adjusted date.
- 4.3 An employee promoted to a higher classification will be subject to merit review on the same schedule as though he/she were a new employee, and will normally be raised in pay approximately 5% concurrently with the promotion by being placed at the appropriate step in the higher pay schedule.
- 4.4 Promotion from a trainee position to a higher level position will be based on the employee's performance and made upon recommendation of his/her Department Director, provided that there is a budgeted position open at the higher level. Completion of seven steps at the trainee level will not usually be required.
- 4.5 <u>Flex Positions</u>
 - a. The probationary period for classifications that require certification shall be the same period as the period required for the employee to earn and have in hand the required certification. For instance, if the certification provides that the employee must obtain the certification within 18 months, then the probationary period shall be 18 months.
 - b. This requirement shall apply to both new and promoted employees.
 - c. An employee who meets all the requirements for promotion (experience, certifications and competency) must promote to the next higher level or they shall be terminated.
- 4.6 An accelerated salary step increase may be granted upon recommendation of a Department Director and approval of the General Manager.
- 4.7 The preparation of Performance or Merit Reviews is the responsibility of each employee's immediate supervisor. The review will be discussed with each employee by their supervisor.
- 4.8 If an employee feels that the performance review is unfair, he/she may take the following steps in the order listed:
 - a. Present a written report to his/her immediate supervisor, detailing the reasons for each point of disagreement, and requesting further discussion with him/her and his/her Department Director.

- b. If the questions cannot be resolved by 4.8a above, request a conference including the General Manager to review the areas of disagreement.
- 4.9 The General Manager will submit annually to the Board of Directors a list of classified positions required on the District's Staff for the following fiscal year, and will hire or retain such employees as are authorized by the Board. In the event a higher classified position is provided for, but cannot immediately be filled, the General Manager may, in his discretion, employ one or more persons in lower classifications, so long as the total salary budget is not exceeded. Persons so employed will be considered for promotion to a higher position at such times as their Supervisor and Department Director evaluate the employee's qualifications, and make appropriate recommendation to the General Manager.
- 4.10 Employees will be compensated extra for temporary appointments to duties out of their working classification when the duration of the appointment is thirty (30) consecutive working days or greater, in which case each pay period so included will be compensated at five percent (5%) above the employee's current salary, or at the minimum step of the higher position's salary schedule, whichever is greater. Working out of classification is defined as when an employee is assigned to perform at least fifty percent (50%) of the duties and functions of the higher classification.

Unit employees in the classification of Secretary, Administrative Assistant, or any classification designated by the General Manager, who are assigned the responsibility for coordinating and assisting the Board of Directors with tasks assigned by the Board shall receive a five percent (5%) premium assignment payment for the performance of these tasks. The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Special Assignment Pay-Administrative Secretary Premium.

4.11 Promotion in a flexibly staffed classification will occur when the employee obtains all required certifications and satisfactorily completes an appropriate competency assessment to promote to the higher class.

4.12 Salary Chart

Salary Charts of positions and Salary Levels as approved for 2022 are provided separately as Appendix A and B following the MOU.

4.13 Salary Increases

The District will increase all salary ranges and related incumbents' rates of pay by 4.00%. This increase shall be effective the first pay period following Board approval of the MOU, unless agreement is reached during the month of January, in which case the increase shall be retroactive to January 1, 2022.

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 4.00% 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 4.00% increase.

ARTICLE 5—PAY DAYS

- 5.1 Pay checks shall be issued bi-weekly no later than Thursday, for the two immediately preceding work weeks.
- 5.2 Employees have the option of having their salary directly deposited into a bank of their choice. If a normal pay day falls on a Holiday, employees who are not using direct deposit will be paid on the first working day following such holiday.
- 5.3 An initial adjustment will be made for any employee on an "odd" work week, i.e., other than Friday to Friday, so that subsequent checks will cover two full work weeks' pay being made to such employee on the same pay day as other employees.

ARTICLE 6—OVERTIME

- 6.1 Work in excess of 40 hours in any one week as defined in Article 11, Hours of Work, other than Standby Duty as defined in Article 8, Standby Time, constitutes overtime, and may be permitted only upon advance approval of a Department Director. All paid time off, except sick leave, will be considered time worked for purposes of this section.
- 6.2 All Unit employees are eligible for overtime pay at 1-1/2 times the regular rate for hours worked in excess of 40 hours per week.
- 6.3 Overtime, as defined at 6.1 above, shall be compensated in cash or time off (Compensatory Time Off, i.e., CTO) at the option of the employee. However, accumulated CTO may not exceed an accrual of eighty (80) hours.
- 6.4 Overtime work shall be credited to the nearest tenth of an hour.
- 6.5 All Unit employees who work between the hours of 12:00 am to 6:00 am will be compensated at 1.5 times the regular rate.

ARTICLE 7—USE OF COMPENSATORY TIME OFF (CTO)

- 7.1 An employee may use CTO to take time off with advance approval of his/her supervisor.
- 7.2 An employee shall not use CTO for any absence for which sick leave is applicable until the employee's sick leave bank is empty.

ARTICLE 8—STANDBY TIME

8.1 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.

- 8.2 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 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."
- 8.3 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.
- 8.4 Employees 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 9— EMERGENCY CALL-OUT

- 9.1 Emergency call-out is defined as unscheduled work required by management of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is ordered back to duty to perform necessary work.
- 9.2 Employees who are called back shall receive a minimum of two (2) hours (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 at time and one-half or pay for hours actually worked, whichever is greater. All hours worked as part of a call-out shall be paid at time and one-half the employee's straight time rate, except for hours between 12:00 am to 6:00 am where employees will be compensated at 1.5 times the regular rate as set forth in Article 6, Section 6.5.
- 9.3 Work that precedes or follows the regularly assigned duty-shift will be considered as an extension of the workday and no minimum will apply, and compensation will be at the straight time rate unless the employee has worked 40 hours that week assuming the employee is called back to work within 30 minutes of the end of the scheduled shift. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this section.
- 9.4 Rest and Recovery: This provision applies if an employee is called out to work on an emergency call–out and does not have at least eight hours from when the call-out work ends until the beginning of his/her start time of his/her shift. In this situation, the employee may inform his/her supervisor that he/she will report to work not than eight hours after the call-out work ended. If this occurs, the hours for the employee's workday will be comprised of the hours from the emergency call out and the hours the employee works when he/she returns to work. These hours may not exceed the regular number of hours in the employee's shift unless the employee is directed to work past his/her regular shift by his/her supervisor.

ARTICLE 10—COMPUTER CALL-OUT

- 10.1 A computer call-out is defined as work required by management of an employee who, following completion of the employee's workday or workweek is called at home and required to respond to the call by using a computer at home to perform work for the District.
- 10.2 In such a case, the employee shall receive a minimum of one (1) hour (which would apply any time an employee is on the phone discussing the problem with the supervisor) at time and one-half or pay for hours actually worked, whichever is greater. All hours worked as part of a computer call-out shall be paid at time and one-half the employee's straight time rate.

CHAPTER 3, TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 11—HOURS OF WORK

- 11.1 The District operates on a 9/80 work schedule. Under this schedule, the work week shall begin exactly four hours after the start time of the employee's shift on the day of the week which is also their alternating regular day off and end exactly 168 hours later.
- 11.2 For employees working at Rancho Composting and Tapia Water Reclamation facilities the regular work shift is 6:00 A.M. to 4:30 P.M. from Sunday Wednesday and Wednesday Saturday.
- 11.3 Work schedules/shifts may be changed by the Department Director, with General Manager approval, at any time based on operational needs.
- 11.4 Work schedules/shifts other than described above may be established with the approval of the General Manager.
- 11.5 Telework for Office Employees: 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. During the term of this agreement, parties agree to implement up to two (2) partial or full telework days per week for all represented office employees. Telecommuting is subject to the terms and conditions of the District Telecommuting Policy.

ARTICLE 12—REST PERIODS

12.1 The time of each employee's rest period will be determined and scheduled by his/her supervisor. Employees shall be entitled to two up to 15 minute rest periods per day, one during the first four hours of his/her shift and the other during the last four hours of his/her shift.

ARTICLE 13—PROBATIONARY PERIOD

13.1 As part of the hiring and promotion procedure, a probation period is applicable. Except as provided in Article 4.5, Flex Positions, the initial probationary period for a newly hired District

employee shall be twelve (12) months and the probationary period for newly promoted District employee (promotional probation) shall be six (6) months.

ARTICLE 14—OUTSIDE EMPLOYMENT

- 14.1 There shall be no outside employment except when an application for permission has been submitted and approved by the General Manager. An employee seeking approval for outside employment shall complete and submit the request form shown in Appendix C.
- 14.2 Such outside employment shall not:
 - a. Interfere nor present any conflict with District duties and responsibilities.
 - b. Detract from the efficiency of the employee in the performance of his/her District duties.
 - c. Discredit the District.
 - d. Take preference over required District overtime.
- 14.3 Approval to engage in outside employment may be revoked at any time if the General Manager believes such employment is violating any of the standards listed in 14.2 above.

ARTICLE 15—OFFICIAL IDENTIFICATION

- 15.1 Employees are required to carry or wear identification cards.
- 15.2 Each Supervisor will be responsible for scheduling time for each new employee to obtain such identification.

ARTICLE 16—UNIFORMS

- 16.1 Uniforms will be furnished by the District to provide an attractive District image to the public, and to supply an easy means of identification.
- 16.2 Uniforms supplied by the District shall be worn by employees while at work.

ARTICLE 17—EXPECTED PERFORMANCE

Each District employee is expected to:

- 17.1 Perform his/her job assignments accurately, thoroughly, safely, and efficiently, commensurate with his/her experience.
- 17.2 Work in a professional manner with his/her supervisor and fellow employees.
- 17.3 Carry out lawful orders and instructions to the best of his/her ability.
- 17.4 Be on the job, ready to begin work, at the appointed time.

- 17.5 Notify his/her immediate supervisor prior to the time scheduled to begin work, in the event he/she will be late or absent.
- 17.6 Not use District facilities or time during which he/she is being paid by the District, on personal projects.
- 17.7 Refrain from activities or personal conduct on the job that would cast discredit on the employee, the District, its Management, or other employees.

CHAPTER 4, BENEFITS

ARTICLE 18—RETIREMENT PROGRAM

- 18.1 The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees who are described as "classic employees" under the Public Employees' Pension Reform Act of 2013 (PEPRA), receive the 2% at 55-benefit formula, with the single highest year – one year final compensation.
- 18.2 Unit members hired on or after January 1, 2013 who are "new members" as defined in the PEPRA, are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. New member employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.
- 18.3 The District also amended its contract with the Public Employees' Retirement System to provide Full Formula CalPERS coverage for past and future service of its employees as authorized by Government Code Section 20515. The contract amendment became effective in 2001.
- 18.4 The District contributes as the employer's contribution a percentage of each employee's annual basic salary toward retirement.
- 18.5 Unit members shall pay their seven percent (7%) member contribution. Since the classic employees will be paying the entire employee/member contribution, the District will no longer report member contribution as compensation earnable to CalPERS.
- 18.6 <u>Eligibility</u>

Classic members are eligible to retire at 50 provided they have been covered by CalPERS for a period of five (5) years. New members are eligible to retire at 52 provided they have been covered by CalPERS for a period of five (5) years.

18.7 <u>Retirement Benefits</u>

The service retirement benefit is a product of the benefit factor, years of service, and final compensation. For "classic employees" as defined by PEPRA, final compensation is the monthly average of the member's highest 12 consecutive months' of full time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The benefit is affected by the member's age at retirement.

18.8 CalPERS Optional Benefits

The District's contract with CalPERS provides the following optional benefits:

- 1. Credit for Unused sick leave (Section 20965)
- 2. 3% cost of living allowance, base year 1983 (Section 21335)
- 3. Two years additional service credit (Section 20903)
- 4. To Remove the Hourly Exclusion of All Hourly Rated or Hourly Basis Employees prospectively from August 10, 1993 (Section 20503)
- 5. Full formula plus social security (Section 20515)
- 18.9 Death Benefits

As a CalPERS member, employees in the unit are eligible for death benefits as set forth on the CalPERS website. Members are encouraged to review their benefits as these are not provided for by a contact amendment with CalPERS or as an additional benefit provided per this MOU.

ARTICLE 19—HEALTH INSURANCE

19.1 <u>Coverage</u>

The parties agree that the District may select an insurance plan different from the current plan. It is further agreed, however, that the current level of benefits may not be reduced by the parties during the term of this Agreement without agreement of the parties. Specific medical insurance plan information is available from brochures in the District's Human Resource Office.

- 19.2 The District's maximum contribution to insurance premiums shall be as set forth below. Any premium cost above the District's contribution shall be borne by the employee or retired employee.
- 19.3 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.

19.4 <u>Eligibility</u>

The employee, his or her spouse, and unmarried dependent children who are under the age of 26 years or 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.

19.5 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.

- 19.6 If the parties change plans or providers pursuant to Section 19.1 above, there shall be no change to the level of health insurance benefits provided for District retirees.
- 19.7 a. Notwithstanding Section 19.6 above, the parties agree that an employee must have at least five years of LVMWD service to be eligible for retiree insurance and that retiree insurance shall cover only the retiree and one dependent who is a designated 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 65th 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 further agree that employees hired after March 31, 2006 and on or before December 31, 2014, shall receive a retiree medical contribution in the amount of 75% of the PPO rate for employee plus one 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 January 1, 2015, 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.

ARTICLE 20 — DENTAL INSURANCE

20.1 The District provides dental insurance for regular, full-time employees, his or her spouse, and unmarried dependent children who are under 26 years or who have a physical or mental disability regardless of age. Employees and eligible dependents 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 registered domestic partner, or the date of birth or adoption, in the case of a child.

20.2 The District shall provide orthodontia for the employee and dependents to a lifetime maximum of \$2,000.00.

ARTICLE 21—VISION CARE

21.1 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 who have a physical or mental disability regardless of age. Employees and eligible dependents 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 registered domestic partner, or the date of birth or adoption, in the case of a child.

ARTICLE 22—SHORT AND LONG-TERM DISABILITY INSURANCE

- 22.1 The District provides short and long-term disability insurance for each employee.
- 22.2 Short-term coverage commences after the employee has completed one month of continuous employment with the District. Details regarding coverage are available in the Human Resource Office.
- 22.3 An employee eligible for short-term disability benefits shall use available sick leave to cover time off during the short term disability 30 calendar day elimination period. After the elimination period, an employee is required to use the balance of his/her sick leave or vacation leave to coordinate with disability payments. Coordinated payments shall not exceed the employee's regular gross income.
- 22.4 The monthly benefit for a disability as defined in the short term plan is two-thirds of the employee's weekly base pay up to a maximum of \$831.
- 22.5 The long-term disability plan elimination period is 180 calendar days with a benefit duration period of up to Social Security retirement age. The monthly benefit for the long term disability plan is two-thirds of the employee's monthly base pay up to a maximum of \$3,600.

ARTICLE 23—LIFE INSURANCE

- 23.1 Life insurance in the amount of \$100,000 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.
- 23.2 Optional life insurance is available to regular, full-time employees at the employee's expense. Contact Human Resources for details.

ARTICLE 24— DEFERRED COMPENSATION PLAN

- 24.1 An optional program to increase retirement benefits is available to regular, full-time District employees. The purpose of the Plan is to defer a portion of the employee's compensation for his/her use at retirement. Income taxes are likewise deferred until the employee retires on that portion of compensation deferred. Contributions to the plan are voluntary employee funded.
- 24.2 Participation in the Plan commences in the month following sign-up for new employees. New employees are provided a one-time opportunity to participate in the matching contribution at the time of hire. New employees who do not elect to participate will be unable to participate in the future.
- 24.3 Employees participating in this program and contributing \$20 per pay period into the plan will receive a \$20 employer contribution match into a 401(a) account for twenty-four (24) pay periods.
- 24.4 Employees are eligible to have up to 0.5% of their base salary matched per pay period on a \$1 to \$1 basis.

ARTICLE 25—SICK LEAVE PAYMENT

An employee may choose to receive payment for unused sick leave under the following conditions:

25.1 Irrevocable Election Process for Leave Cash Out

To comply with the Code of Federal Regulations (CFR) Section 1.451-2 Constructive Receipt of Income, the District provides an irrevocable election process for sick leave payments. Annually, in December employees may submit an irrevocable election to receive payment of up to 32 hours of accrued and unused sick leave. The irrevocable election form will be provided by Human Resources. Employees have the option to elect to cash out sick leave accruals earned in the subsequent year up to a maximum of thirty-two hours when their sick leave bank has at least 160 accrued sick leave hours as of November 30th. Employees who submit an irrevocable sick leave election form by December 15th, and who have at least 160 accrued sick leave hours as of November 30th the following year, will receive payment for the hours elected with the second paycheck in December.

Employees have the option to elect to cash out sick leave accruals earned in the subsequent year up to a maximum of forty-eight hours when their sick leave bank has at least 200 accrued sick leave hours as of November 30th. Employees who submit an irrevocable sick leave election form by December 15th, and who have at least 200 accrued sick leave hours as of November 30th the following year, will receive payment for the hours elected with the second paycheck in December.

- 25.2 An employee who leaves the District through voluntary termination, or death, shall be paid for accrued but unused sick leave according to the following schedule:
 - a. Twenty-five percent (25%) payoff for completion of five (5) years of service
 - b. Thirty percent (30%) payoff for completion of six (6) years of service
 - c. Thirty-five percent (35%) payoff for completion of seven (7) years of service

- d. Forty percent (40%) payoff for completion of eight (8) years of service
- e. Forty-five percent (45%) payoff for completion of nine (9) years of service
- f. Fifty percent (50%) payoff for completion of ten (10) years of service.
- g. Seventy-five percent (75%) for completion of twenty (20) years of service.
- h. One hundred percent (100%) for completion of twenty-two (22) years of service.
- 25.3 An employee who leaves the District through retirement shall have the option of (1) being paid for accrued but unused sick leave according to the following schedule 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.
 - a. Twenty-five percent (25%) payoff for completion of five (5) years of service
 - b. Thirty percent (30%) payoff for completion of six (6) years of service
 - c. Thirty-five percent (35%) payoff for completion of seven (7) years of service
 - d. Forty percent (40%) payoff for completion of eight (8) years of service
 - e. Forty-five percent (45%) payoff for completion of nine (9) years of service
 - f. Fifty percent (50%) payoff for completion of ten (10) years of service.
 - g. Seventy-five percent (75%) for completion of twenty (20) years of service.
 - h. One hundred percent (100%) for completion of twenty-two (22) years of service.

The selection of Option (1) or (2) above shall be made by the employee and presented in writing to the Human Resources Office at the time the employee notifies the District of the employee's intention to retire.

ARTICLE 26—CERTIFICATION PROGRAM

- 26.1 Employees of the District are required to meet all certification requirements for their position.
- 26.2 Employees in the Water Reclamation Division will obtain the proper certifications as mandated by the State of California and Las Virgenes Municipal Water District.
 - a. Operations personnel shall obtain appropriate certification as issued by the California State Water Resources Control Board.
 - b. Laboratory technicians shall obtain appropriate certification as issued by the California Water Environment Association and American Water Works Association.
- 26.3 Employees in the Water Division will obtain the proper certification as mandated by the State of California and Las Virgenes Municipal Water District.
 - a. Personnel who work in treatment and distribution functions shall obtain appropriate certification as issued by the California Department of Health Services.
- 26.4 Employees in the Maintenance Division shall obtain the appropriate certifications as issued by the California Water Environment Association and American Water Works Association.
- 26.5 The District will pay the initial examination fee, license fees and renewals for certificates required of employees.

- 26.6 Any employee who does not maintain his or her required certification shall be terminated when the required certification expires.
- 26.7 The District shall provide incentive pay as set forth in Appendix C for employees who attain State certification above their required minimum certifications.

ARTICLE 27—ATTENDANCE AT CLASSES

27.1 The Department Director may authorize attendance of employees at classes at District expense where the direct benefit to the District warrants. Pre-approval by the Department Director is required for 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 28—PHYSICAL EXAMINATION

- 28.1 District required shots will be provided as required. Employees may obtain these shots at their expense from their own physician and provide proof of having received the shots to the District Human Resources office.
- 28.2 Physical examinations required for any license required by the District will be paid by the District.

CHAPTER 5, LEAVES OF ABSENCE

ARTICLE 29—SICK LEAVE

- 29.1 All full-time, regular employees shall accrue sick leave with pay under the following conditions:
- 29.2 An employee whose services have been continuous for one month or more shall accrue sick leave at the rate of eight (8) hours for each month during which he/she has been employed. Such leave may be used provided that satisfactory evidence is presented showing the need therefore, as shown below. Part-time, regular employees shall accrue sick leave on a prorated basis.
- 29.3 If an employee has accumulated sick leave, it shall be used for the following:
 - a. When an employee is ill.
 - b. When a member of an employee's immediate family is ill and the employee must care for such ill family member.
 - c. For visits to doctors, dentists and optometrists for physicals, treatment or preventive steps
 - d. For funerals in the immediate family and bereavement leave.
 - e. For any other reason as permitted by law.
 - f. "Immediate family" is designated as the spouse, child, registered domestic partner, parent, sibling or grandparent of the employee or employee's spouse or registered domestic partner.

- 29.4 Sick leave will be cumulative, with no maximum accrual, and if not taken in any given year will be usable in subsequent years' employment, the purpose being to make accrued sick leave available to an employee in times of urgent need.
- 29.5 When an employee is on sick leave, he/she is in paid status.
- 29.6 Accrual of sick leave will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest four hours.
- 29.7 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, or Department Director, a statement must be obtained by the employee from the employee's doctor stating: (a) that the employee should not have worked during the period of absence; and (b) that the employee is now able to return to work.
- 29.8 Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District, and may result in dismissal for lack of reliability.

ARTICLE 30—VACATION LEAVE

- 30.1 Seniority governs in vacation choice for the current year's vacation. Subject to approval of the Department Director of the vacation selected, employees will be granted vacation leave with pay.
- 30.2 Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on the following on a pro-rated basis.

DURING SERVICE	HRS ACCRUED	RESULTING
YEARS	PER PAY PERIOD	ANNUAL ACCRUAL
1-2-3	4.00	104 hours
4-5-6	4.31	112 hours
7-8-9	4.62	120 hours
10-11-12	4.92	128 hours
13-14-15	5.23	136 hours
16-17-18	5.54	144 hours
19-20-21	5.85	152 hours
22-23-24	6.15	160 hours
25 >	6.46	168 hours

- 30.3 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.
- 30.4 No more than 300 hours will be permitted to accrue in an employee's Leave Account. If an employee accrues 300 hours of vacation and has that amount on the books, he/she will not accrue additional vacation until he/she uses vacation and drops his/her accrual below 300 hours.
- 30.5 The maximum vacation an employee can take is 160 consecutive working hours, unless special circumstances warrant approval of the General Manager for a longer period.

- 30.6 Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- 30.7 When an employee leaves the District, he/she will be paid for accrued unused vacation at his/her then current rate of pay.
- 30.8 When computing the amount of vacation leave accrual, holidays, week-ends, paid vacation time and paid sick leave will be included as continuous service.
- 30.9 Accrual of vacation time will be by hour beginning with the date of hire and computed to the date of termination, pro-rated to the nearest hours.
- 30.10 The supervisor will either approve or disapprove the request prior to the employee actually taking the time off.

ARTICLE 31—HOLIDAYS

1.	New Year's Day	1 January
2.	Martin Luther King's Birthday	3rd Monday in January
3.	President's Day	3rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	4 July
6.	Labor Day	1st Monday in September
7.	Veterans Day	11 November
8.	Thanksgiving Day	November (The day of Thanksgiving
		as proclaimed by the State of
		California)
9.	Day after Thanksgiving	November (as above)
10.	Day before Christmas Day	24 December
11.	Christmas Day	25 December
12.	Day before New Year's Day	31 December

31.1 The District shall observe the holidays listed below.

- 31.2 If any of the holidays listed above falls on the first day of an employee's weekend, the holiday will be observed on the previous workday. If a holiday falls on the middle day of a three-day weekend, the holiday will be observed on the employee's previously scheduled workday.
- 31.3 If any of the holidays listed above falls on the last day of an employee's weekend, the holiday will be observed on the following workday.
- 31.4 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.
- 31.5 Christmas and New Year's holidays often provide four consecutive days off for employees. If the holiday schedule provides a 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.

31.6 Employees required by their supervisor or manager to work on the holidays listed above will be compensated at one and one-half times the employee's straight time rate, in addition to his/her regular pay for the holiday.

ARTICLE 32—BEREAVEMENT LEAVE

32.1 An employee may have up to three (3) days' paid leave for bereavement as a result of the death a member of the employee's immediate family. "Immediate family" is designated as the spouse, registered domestic partner, child (including step and foster), parent (including step and foster), sibling (including step and foster), or grandparent of the employee or employee's spouse. If additional time off is required, the employee may request sick leave as provided in Article 29.3 (d) above.

ARTICLE 33—MILITARY LEAVE

33.1 The District will follow all laws regarding military leave including, but not limited to, the State Military and Veterans Code and the Federal Uniformed Services Employment and Reemployment Rights Act, and as set forth in the District's policy on military leave.

ARTICLE 34 — PREGNANCY LEAVE

- 34.1 Employees who are temporarily unable to perform their usual and customary work due to a pregnancy-related disability will be granted a pregnancy leave of absence and may also be entitled to a reasonable accommodation.
- 34.2 Pregnancy disability leave will be granted on the basis of a physician's written statement that an employee is no longer able to work due to a pregnancy-related disability.
- 34.3 An employee who is granted a pregnancy disability leave is required to utilize accrued sick leave if available, until the commencement of disability payments. The employee may then coordinate salary and disability payments as provided in long term disability insurance. The District will continue to pay group insurance premiums while the employee on pregnancy leave is either using paid time off to cover her absence or while her pregnancy disability leave is running concurrently with leave per the Pregnancy Disability Leave Act provided by California law, even if in unpaid status.
- 34.4 An employee who plans to take a pregnancy leave must provide the District reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected the employee will be able to return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for a pregnancy leave, the employee must cause the District to be notified of the situation within three working days.
- 34.5 The maximum length of leave that will be granted for any pregnancy-related disability is four months unless the employee has accrued paid time off in excess of four months. If the employee needs more than four months for such leave, the District will ensure that it meets with the employee to discuss reasonable accommodation for a longer leave of absence. Employees returning to work after any pregnancy leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.

34.6 Employees who return to work from a pregnancy leave will be accorded the same reinstatement rights as an employee returning from any other form of disability leave.

ARTICLE 35—PARENTAL LEAVE

- 35.1 An employee may be granted an unpaid leave of absence for up to 1040 hours to care for or to bond with their newly-born or adopted child.
- 35.2 An employee who is granted such leave must use it concurrently with FMLA/CFRA. However, once the employee has exhausted the 12 weeks of leave as provided by FMLA/CFRA, the employee will be responsible for the cost of group insurance (medical, dental, vision, short term disability/long term disability, and life insurance).

ARTICLE 36— FAMILY AND MEDICAL CARE LEAVE

- 36.1 The District will provide family and medical leave for an employee as required by State and Federal Law.
- 36.2 When the FMLA/CFRA leave is due to the non-job related health condition of the employee or a family member, the employee shall exhaust the following paid leave in the order listed: 1) sick leave, 2) vacation leave, and 3) other paid leave. The exhaustion of such paid leave shall run concurrently with the leave.
- 36.3 When the leave is for bonding with a newly born or newly adopted child, the employee may use up to 160 hours of accrued sick leave. If an employee opts to use such leave, then after using such sick leave, the employee shall exhaust the following paid leaves in the order listed:1) Vacation leave, and 2) other paid leave, except sick leave. The exhaustion of such paid leave shall run concurrently with the leave.

ARTICLE 37—ON THE JOB INJURY

37.1 In the case of on-the-job injuries, the employee must apply accrued sick leave on a pro-rated basis to supplement his/her entitlement from the Workers' Compensation Insurance Fund. Once sick leave is exhausted, employees may use leave accruals concurrently with leave provided in conjunction with a workers' compensation leave. The employee may thus receive from the District a check equal to his/her net regular paycheck less the amount of his/her check from the Workers' Compensation Insurance Fund.

ARTICLE 38—LEAVE WITHOUT PAY

38.1 Leave without pay may be granted by the General Manager, but such leave, when granted, shall not exceed a continuous period of 30 calendar days, except for extended unpaid sick leave, per Article. 29; military leave, per Article 33; pregnancy leave, per Article 34; parental leave, per Article 35; and family and medical leave, per Article 36. Vacation and sick leave benefits are not earned nor holidays paid during leave without pay. This includes unpaid sick leave, military leave, parental leave, family and medical leave or any other leave where the District is not paying wages to the employee.

ARTICLE 39—JURY DUTY

- 39.1 A full-time, regular employee will be paid his/her regular salary for eighty (80) hours when on jury duty regardless of whether the employee is scheduled to work four days (i.e., 36 hours for employees working a 9/80 work schedule) or five days (44 hours for employees working a 9/80 work schedule), less the amount he/she receives from the Court for such service as a juror. An attendance record from the Court on time spent on jury duty and a copy of the check for such service must be submitted to the District's Payroll Clerk. If paid by the court for jury duty not paid by the District after 80 hours (not mileage) the amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.
- 39.2 Employees who are on jury duty are required to return to work if released by the Court from jury duty and they will have at least two hours of work left in their day. In addition, if an employee calls into the court on the day before reporting for jury duty and finds out that he/she must report to jury duty the next day, he/she is required to notify his/her supervisor prior to the start time of his/her work shift.

CHAPTER 6, EMPLOYEE/EMPLOYER RELATIONS

ARTICLE 40 — DISCIPLINARY ACTIONS

- 40.1 Disciplinary or corrective actions may be taken with the approval of the General Manager, upon the recommendation of the Department Director, in those cases where the Department Director feels that the severity or frequency of the employee's actions warrants, or the employee has failed to alter his/her conduct satisfactorily, after a conference or reprimand.
- 40.2 The severity of discipline or corrective action will be determined on a case-by-case basis, taking into consideration the employee's previous history, and the severity of the current problem.
- 40.3 Such disciplinary actions may be suspension, demotion, reduction of pay or dismissal.

ARTICLE 41—DISMISSAL

41.1 Upon dismissal, District employees shall be paid for their accrued vacation and accrued CTO.

ARTICLE 42—REPRIMANDS

- 42.1 In the event that the Supervisor's consultation with an employee as provided below in Article 43, Supervisors Conference does not result in improved performance or behavior on the part of the employee, the Supervisor shall prepare a written reprimand covering the earlier consultation with the employee, and outline the specific rules in question.
- 42.2 The Supervisor shall submit the reprimand to his/her Department Director, who will set up a meeting with the employee and the Supervisor to review the charges and obtain the employee's side of the problem.

- 42.3 The Department Director will summarize the findings of the meeting and present his/her ruling in writing to the employee.
- 42.4 The employee will then have the right to submit a rebuttal which shall be attached to the reprimand in the employee's personnel file. If the employee wishes to submit a written rebuttal, Human Resources must receive it within 10 business days of the employee receiving the written reprimand or letter of warning.
- 42.5 If the severity of the employee's conduct warrants, the reprimand shall put the employee on notice that failure to correct the performance or attitude will result in disciplinary action.

ARTICLE 43—SUPERVISORS CONFERENCE

43.1 Supervisors will confer with employees who, in the Supervisor's opinion, are violating the letter or intent of employment standards, such as those outlined above.

ARTICLE 44— SEPARATION FROM THE DISTRICT

- 44.1 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.
- 44.2 Resignations will be effective upon the last day worked. Wages due and payments for accrued leaves provided for in this MOU will be paid on the following pay day.
- 44.3 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 45—GRIEVANCE PROCEDURE

- 45.1 A grievance is a claim by one or more persons of a violation, misinterpretation or inequitable application of the rules and regulations or this memorandum of understanding.
- 45.2 <u>Step No. 1: Informal Discussion with Supervisor:</u>
 - a. The grievance shall first be discussed on an informal basis by the aggrieved employee 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.
 - b. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Department Director within 7 calendar days after receipt of the immediate supervisor's response.
- 45.3 <u>Step No. 2: Review by Department Director:</u>
 - a. Within 7 calendar days after receiving the written grievance, the Department Director shall meet with all parties concerned, and they shall thoroughly discuss the grievance.

- b. The Department Director shall give his/her written decision within 7 calendar days after the discussion.
- 45.4 <u>Step No. 3: Review by General Manager:</u>
 - a. If the grievance has not been satisfactorily resolved by the Department Director, 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 meet with all parties concerned, and they shall thoroughly discuss the grievance.
 - b. The General Manager shall give his/her written decision within 7 calendar days. If the aggrieved employee 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.
- 45.5 The employee at any step of the grievance procedure may represent himself/herself, may be represented by a fellow employee, a representative of an employee organization, attorney, or any other person he/she may choose.
- 45.6 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 proceeds and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the immediate supervisor or Department Director, or General Manager, fails to respond within the time limits specified.

ARTICLE 46—LAY-OFFS

- 46.1 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 on the basis of merit, as determined by the average of 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.
- 46.2 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 work load for the classification in question. This right exists for up to two years from the effective date of the layoff.
- 46.3 Parties agree to reopen this Article during 2022 to further discuss layoff procedures.

ARTICLE 47—PEACEFUL PERFORMANCE

- 47.1 The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety and general welfare of the residents within the District service area.
- 47.2 Consequently, Union 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, sympathy 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.

- 47.3 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.
- 47.4 In the event of any such work-stoppage during the term of this MOU, whether by, Union or by any member of the bargaining unit, Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the MOU 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.
- 47.5 If in the event of a work-stoppage, Union promptly and in good faith performs the obligations of this Section, and, providing, Union has not otherwise authorized, permitted or encouraged such work-stoppage, Union shall not be liable for any damages caused by the violation of this Section.
- 47.6 However, the District shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, and work-stoppage activity herein prohibited, and the District shall also have the right to seek full legal redress.

ARTICLE 48—STEWARDS PROGRAM

- 48.1 The Union, may appoint five (5) stewards. Each steward shall have an alternate who shall perform his/her duties in his/her absence. Union shall give to the District's General Manager or his/her designee a written list of employees who have been selected as stewards, and the Union shall keep this list current.
- 48.2 Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Stewards shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of activities in the role of a steward.
- 48.3 Stewards and alternates may investigate and process grievances only in the department to which they are assigned. Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available.
- 48.4 Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available.

- 48.5 A steward shall not log compensatory time or overtime for the time spent performing any function of a steward.
- 48.6 The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure, in an effort to resolve grievances at the lowest level and to increase communication between the General Unit and the District.

ARTICLE 49—DISTRICT RIGHTS

49.1 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 50—EMPLOYEE RIGHTS

50.1 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.

ARTICLE 51—UNION DUES DEDUCTION, COPE & INDEMNIFICATION

51.1 <u>Dues Deduction</u>

The District will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union.

The District shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time); base salary earned per pay period; hourly rate; and salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org in accordance with state requirements.

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

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

51.2 <u>Committee on Political Education (COPE)</u>

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

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

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

51.3 Indemnification

The Union agrees to indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits and from any liabilities of any nature which may arise as a result of the application of provisions of this Article. In the event of such indemnification or defense, the District shall be entitled to select its own legal representative. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with SEIU and shall not be subject to the District's grievance procedure.

ARTICLE 52—NEWEMPLOYEE ORIENTATIONS

52.1 The District shall provide the Union's designated representative(s) written notice of new employee orientation at least ten (10) business days prior to the new employee orientation. Should an orientation be scheduled with less than ten days'_notice, the District will provide an orientation opportunity for SEIU with ten days' notice.

Union Representatives shall be permitted to meet with new hires for up to (30) minutes during the mandatory scheduled new employee orientation. This meeting will be exclusively for union representatives and new hires within the Unit. Release time shall be granted for one steward to participate in the new employee orientation and to participate in the new hire follow-up meeting as described below. "New hires" shall be defined to include any employee new to the SEIU 721-represented bargaining unit only, including but not limited to through accretion or promotion/demotion.

If the Union's designated representative(s) is unable to attend the new employee orientation, the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the union representative responsible for follow-up with the new hire.

ARTICLE 53—LABOR/MANAGEMENT COMMITTEE

53.1 The parties agree to the establishment of Labor/Management committee where the parties come together to discuss items or issues of mutual importance. The committee shall be represented with up to five members from each SEIU bargaining unit. The committee shall meet at least once a quarter, but may mutually agree to meet either less or more often at mutually agreed upon times. The committee will act as an advisory group and shall have no decision making power. Depending on the issues discussed, either party may request that additional parties attend the meeting.

Article 54 — FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 54.1 It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters in this MOU, and any prior or existing understanding or agreements, whether formal or informal, regarding such matters are superseded and terminated.
- 54.2 Management will continue to administer the formal and informal terms and conditions of employment in a reasonable manner.
- 54.3 The Union and the District agree that during the negotiations which resulted in this MOU, 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 MOU 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 MOU.
- 54.4 No change to this MOU will be binding upon either party unless made in writing and signed by the parties.
- 54.5 The waiver of appeal of any breach of any term or condition of this MOU by either party shall not constitute a precedent or in any way bar the future enforcement of all contractual terms and provisions.

ARTICLE 55—PHYSICAL FITNESS PROGRAM

An amount of \$500 shall be made available to employees covered by this MOU every July 1st 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.

Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes Municipal Water District Board of Directors, at their meeting of February 15, 2022.

David W. Pedersen General Manager Date

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Approval as to form:

Wayne K. Lemieux Legal Counsel Date

APPENDIX A

LVMWD

General Unit Salary Table – January 12, 2019

				c – Janc					
Classification	Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G
Chief Water Treatment Plant Operator	77	Hourly	\$38.158	\$40.257	\$42.471	\$44.807	\$47.271	\$49.871	\$52.619
		Monthly	\$6,614.11	\$6,977.88	\$7,361.66	\$7,766.55	\$8,193.71	\$8,644.37	\$9,120.55
Collections Systems Technician	46	Hourly	\$28.030	\$29.572	\$31.198	\$32.914	\$34.725	\$36.634	\$38.652
· · · · · · · · · · · · · · · · · · ·		Monthly	\$4,858.57	\$5,125.80	\$5,407.71	\$5,705.14	\$6,018.92	\$6,349.96	\$6,699.75
0 8 1	50	-							
Compliance Inspector	59	Hourly	\$31.901	\$33.656	\$35.507	\$37.459	\$39.520	\$41.693	\$43.986
		Monthly	\$5,529.50	\$5,833.63	\$6,154.48	\$6,492.97	\$6,850.08	\$7,226.85	\$7,624.32
Cross Connection Inspector	64	Hourly	\$33.528	\$35.372	\$37.318	\$39.370	\$41.536	\$43.820	\$46.230
•		Monthly	\$5,811.56	\$6,131.21	\$6,468.42	\$6,824.18	\$7,199.51	\$7,595.48	\$8,013.24
		-							
Electrical/Instrumentation Technician I	51	Hourly	\$29.460	\$31.080	\$32.790	\$34.593	\$36.496	\$38.503	\$40.621
		Monthly	\$5,106.41	\$5,387.26	\$5,683.56	\$5,996.15	\$6,325.95	\$6,673.87	\$7,040.94
Electrical/Instrumentation Technician II	66	Hourly	\$34.202	\$36.083	\$38.068	\$40.162	\$42.371	\$44.701	\$47.163
		Monthly	\$5,928.37	\$6,254.44	\$6,598.44	\$6,961.34	\$7,344.22	\$7,748.16	\$8,174.96
Englisher Lease to a	68		\$34.890	\$27 900	\$38.833	\$40.969	\$43.222	£45 500	£49.107
Facilities Inspector	08	Hourly		\$36.809				\$45.599 \$7.002.00	\$48.107
		Monthly	\$6,047.54	\$6,380.15	\$6,731.07	\$7,101.27	\$7,491.84	\$7,903.90	\$8,338.61
Facilities Maintenance Worker	40	Hourly	\$26.406	\$27.858	\$29.390	\$31.007	\$32.712	\$34.511	\$36.409
		Monthly	\$4,576.99	\$4,828.73	\$5,094.30	\$5,374.49	\$5,670.09	\$5,981.94	\$6,310.95
Field Customer Service Rep. I	22	Hourly	\$22.076	\$23.290	\$24.571	\$25.922	\$27.348	\$28.852	\$30.439
Field Customer Service Rep. 1	22	Monthly	\$3,826.44	\$4,036.90	\$4,258.92	\$4,493.17	\$27.348 \$4,740.30	\$20.032 \$5,001.01	\$5,276.07
		-							
Field Customer Service Rep. II	32	Hourly	\$24.385	\$25.726	\$27.141	\$28.634	\$30.209	\$31.871	\$33.623
		Monthly	\$4,226.78	\$4,459.25	\$4,704.50	\$4,963.25	\$5,236.23	\$5,524.23	\$5,828.06
Fleet Technician	50	Hourly	\$29.168	\$30.773	\$32.465	\$34.251	\$36.134	\$38.122	\$40.222
reet reennem		Monthly	\$5,055.85	\$5,333.92	\$5,627.28	\$5,936.79	\$50.134 \$6,263.31	\$56.122 \$6,607.79	\$40.222 \$6,971.79
Laboratory Assistant	43	Hourly	\$27.206	\$28.702	\$30.281	\$31.946	\$33.703	\$35.557	\$37.513
		Monthly	\$4,715.68	\$4,975.04	\$5,248.67	\$5,537.34	\$5,841.90	\$6,163.21	\$6,502.18
Laboratory Technician I	53	Hourly	\$30.052	\$31.705	\$33.449	\$35.289	\$37.229	\$39.277	\$41.437
insolution preemient i	55	Monthly	\$5,209.05	\$5,495.55	\$5,797.79	\$6,116.68	\$6,453.10	\$6,808.02	\$7,182.46
		,							
Laboratory Technician II	68	Hourly	\$34.890	\$36.809	\$38.833	\$40.969	\$43.222	\$45.599	\$48.107
		Monthly	\$6,047.54	\$6,380.15	\$6,731.07	\$7,101.27	\$7,491.84	\$7,903.90	\$8,338.61
Maintenance Mechanic I	43	Hourly	\$27.206	\$28.702	\$30.281	\$31.946	\$33.703	\$35.557	\$37.513
Muntenance Meenance I	15	Monthly	\$4,715.68	\$4,975.04	\$5,248.67	\$5,537.34	\$5,841.90	\$6,163.21	\$6,502.18
Maintenance Mechanic II	58	Hourly	\$31.585	\$33.322	\$35.155	\$37.089	\$39.128	\$41.281	\$43.554
		Monthly	\$5,474.76	\$5,775.87	\$6,093.55	\$6,428.69	\$6,782.27	\$7,155.29	\$7,549.44
Sr. Field Customer Service Representative	54	Hourly	\$30.353	\$32.022	\$33.783	\$35.641	\$37.602	\$39.670	\$41.852
		Monthly	\$5,261.13	\$5,550.50	\$5,855.77	\$6,177.84	\$6,517.63	\$6,876.10	\$7,254.28
Sr. Electrical/Instrumentation Technician	-/4	Hourly	\$37.036	\$39.073	\$41.222	\$43.489	\$45.881	\$48.405	\$51.071
		Monthly	\$6,419.59	\$6,772.66	\$7,145.15	\$7,538.14	\$7,952.74	\$8,390.14	\$8,852.31
Sr. Maintenance Mechanic	66	Hourly	\$34.202	\$36.083	\$38.068	\$40.162	\$42.371	\$44.701	\$47.163
		Monthly	\$5,928.37	\$6,254.44	\$6,598.44	\$6,961.34	\$7,344.22	\$7,748.16	\$8,174.96
	(2)								
Sr. Water Construction Specialist	63	Hourly	\$33.196	\$35.022	\$36.948	\$38.981	\$41.124	\$43.386	\$45.773
		Monthly	\$5,754.03	\$6,070.50	\$6,404.37	\$6,756.62	\$7,128.23	\$7,520.28	\$7,933.90
Sr. Water Distribution Operator	70	Hourly	\$35.591	\$37.548	\$39.614	\$41.792	\$44.091	\$46.516	\$49.074
-		Monthly	\$6,169.09	\$6,508.39	\$6,866.36	\$7,244.01	\$7,642.43	\$8,062.76	\$8,506.21
		-							
Sr. Water Reclamation Plant Operator	70	Hourly	\$35.591 \$6.160.00	\$37.548	\$39.614	\$41.792 \$7.244.01	\$44.091 \$7.642.42	\$46.516 \$2.062.76	\$49.074 \$8.506.21
		Monthly	\$6,169.09	\$6,508.39	\$6,866.36	\$7,244.01	\$7,642.43	\$8,062.76	\$8,506.21
Storekeeper	46	Hourly	\$28.030	\$29.572	\$31.198	\$32.914	\$34.725	\$36.634	\$38.652
		Monthly	\$4,858.57	\$5,125.80	\$5,407.71	\$5,705.14	\$6,018.92	\$6,349.96	\$6,699.74
Water Distribution Occurrent	20	I I a contra	PO4 205	825 724	807.1.41	E20 (24	£20.200	¢21.071	F22 (22
Water Distribution Operator I	32	Hourly	\$24.385 \$4.226.78	\$25.726 \$4,459.25	\$27.141 \$4,704.50	\$28.634 \$4,963.25	\$30.209 \$5,236.23	\$31.871 \$5,524.23	\$33.623 \$5,828.06
		Monthly	\$4,226.78	94,4J9.23	9 4, 70 4. 30	φ+,203.23	e2,220.23	93,324.23	<i>93,020.00</i>
Water Distribution Operator II	42	Hourly	\$26.936	\$28.418	\$29.981	\$31.630	\$33.370	\$35.205	\$37.141
			\$4,668.99	\$4,925.78	\$5,196.70	\$5,482.53	\$5,784.06	\$6,102.18	\$6,437.81
Water Distribution Operator III	64	Hourly	\$33.528	\$35.372	\$37.318	\$39.370	\$41.536	\$43.820	\$46.230
water Distribution Operator III	04		\$5,811.56	\$55.572 \$6,131.21	\$6,468.42	\$59.570 \$6,824.18	\$41.556 \$7,199.51	\$45.820 \$7,595.48	\$40.230 \$8,013.24
		Monthly							
Water Reclamation Plant Operator I	42	Hourly	\$26.936	\$28.418	\$29.981	\$31.630	\$33.370	\$35.205	\$37.141
		Monthly	\$4,668.99	\$4,925.78	\$5,196.70	\$5,482.53	\$5,784.06	\$6,102.18	\$6,437.81
Water Reclamation Plant Operator II	62	Hourly	\$32.868	\$34.675	\$36.582	\$38.595	\$40.717	\$42.957	\$45.323
water rectaination r lant Operator II	62		\$5,697.06	\$6,010.39	\$50.582		\$40.717 \$7,057.65	\$42.957 \$7,445.83	\$45.525 \$7,855.97
		Monthly	e3,027.00	90,010.39	g0,040.90	\$6,689.72	e7,037.03	e/,++J.83	1,000,191
Water Reclamation Plant Operator in Training	36	Hourly	\$25.375	\$26.771	\$28.243	\$29.797	\$31.436	\$33.165	\$34.989
		Monthly	\$4,398.40	\$4,640.31	\$4,895.53	\$5,164.79	\$5,448.85	\$5,748.54	\$6,064.70
Water Treatment Plant Operator H	42	Llovali	\$28.030	\$29.572	\$31.198	\$32.914	\$34.725	\$36.634	\$38.652
Water Treatment Plant Operator II	46	Hourly							
		Monthly	\$4,858.57	\$5,125.80	\$5,407.71	\$5,705.14	\$6,018.92	\$6,349.96	\$6,699.74
Water Treatment Plant Operator III	64	Hourly	\$33.528	\$35.372	\$37.318	\$39.370	\$41.536	\$43.820	\$46.230
					\$6,468.42	\$6,824.18	\$7,199.51	\$7,595.48	\$8,013.24

APPENDIX B

Office Unit Salary Table – January 12, 2019

Classification	Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Account Clerk I	18	Hourly	\$21.214	\$22.381	\$23.612	\$24.911	\$26.281	\$27.726	\$29.251
		Monthly	\$3,677.14	\$3,879.38	\$4,092.74	\$4,317.85	\$4,555.32	\$4,805.87	\$5,070.20
Account Clerk II	27	Hourly	\$23.202	\$24.478	\$25.824	\$27.244	\$28.743	\$30.324	\$31.992
		Monthly	\$4,021.63	\$4,242.83	\$4,476.18	\$4,722.37	\$4,982.10	\$5,256.11	\$5,545.20
Accounting Technician	40	Hourly	\$26.406	\$27.858	\$29.390	\$31.007	\$32.712	\$34.511	\$36.409
		Monthly	\$4,576.99	\$4,828.73	\$5,094.30	\$5,374.49	\$5,670.09	\$5,981.94	\$6,310.95
Accounting Technician (Payroll)	61	Hourly	\$32.542	\$34.332	\$36.220	\$38.212	\$40.314	\$42.531	\$44.871
		Monthly	\$5,640.65	\$5,950.88	\$6,278.18	\$6,623.48	\$6,987.77	\$7,372.10	\$7,777.57
Administrative Assistant	42	Hourly	\$26.936	\$28.418	\$29.981	\$31.630	\$33.370	\$35.205	\$37.141
		Monthly	\$4,668.99	\$4,925.78	\$5,196.70	\$5,482.53	\$5,784.06	\$6,102.18	\$6,437.80
Computer Support Specialist	52	Hourly	\$29.755	\$31.391	\$33.118	\$34.939	\$36.861	\$38.888	\$41.027
· · · ·		Monthly	\$5,157.47	\$5,441.13	\$5,740.39	\$6,056.12	\$6,389.20	\$6,740.60	\$7,111.34
Customer Service Representative	33	Hourly	\$24.629	\$25.984	\$27.413	\$28.920	\$30.511	\$32.189	\$33.960
		Monthly	\$4,269.04	\$4,503.84	\$4,751.55	\$5,012.88	\$5,288.60	\$5,579.46	\$5,886.34
GIS Coordinator	80	Hourly	\$39.315	\$41.477	\$43.758	\$46.165	\$48.704	\$51.383	\$54.209
		Monthly	\$6,814.52	\$7,189.31	\$7,584.73	\$8,001.88	\$8,441.99	\$8,906.30	\$9,396.15
Systems Coordinator	80	Hourly	\$39.315	\$41.477	\$43.758	\$46.165	\$48.704	\$51.383	\$54.209
		Monthly	\$6,814.52	\$7,189.31	\$7,584.73	\$8,001.88	\$8,441.99	\$8,906.30	\$9,396.15
Planning & New Development Technician	59	Hourly	\$31.901	\$33.656	\$35.507	\$37.459	\$39.520	\$41.693	\$43.986
		Monthly	\$5,529.50	\$5,833.63	\$6,154.48	\$6,492.97	\$6,850.08	\$7,226.85	\$7,624.32
Receptionist/Office Assistant	22	Hourly	\$22.076	\$23.290	\$24.571	\$25.922	\$27.348	\$28.852	\$30.439
		Monthly	\$3,826.44	\$4,036.90	\$4,258.92	\$4,493.17	\$4,740.30	\$5,001.01	\$5,276.07
Senior Account Tech	61	Hourly	\$32.542	\$34.332	\$36.220	\$38.212	\$40.314	\$42.531	\$44.871
		Monthly	\$5,640.65	\$5,950.88	\$6,278.18	\$6,623.48	\$6,987.77	\$7,372.10	\$7,777.57
Technical Services Support Specialist	53		\$30.052	\$31.705		\$35.289	\$37.229	\$39.277	\$41.437
		Monthly	\$5,209.05	\$5,495.55	\$5,797.79	\$6,116.68	\$6,453.10	\$6,808.02	\$7,182.45

APPENDIX C

PAY FOR CERTIFICATION PROGRAM

The District strives to encourage employees to prepare themselves for jobs within their career path. The District also wants to recognize employees that have attained state certification and licenses, beyond stated job requirements, that are used in the performance of their duties on a regular basis.

To this end, the District will provide additional compensation to employees for state certification and licenses over and above those required, that fall within the employee's career path and are used for district benefit on a regular basis.

Criteria for A dditional Pay and Monthly Stipend

To be eligible for the additional pay **or monthly stipend**, an employee must show proof of possession of a certificate or license issued or approved by the State of California. The eligibility of the certification or license may be demonstrated by the following:

- The employee's job description lists the certificate or license as preferred but not required; or
- The job description for a position that the employee is eligible to compete lists the certificate or license as required or preferred; or
- The employee's current position is within a career path for a position that lists the certificate or license as required or preferred, but the employee does not meet the years of experience requirement necessary to compete for the position; or
- Agreement that attainment of the certification will add value for the District as determined by the General Manager.

Once the employee demonstrates eligibility, the employee will receive the pay for certification on each paycheck. The employee loses eligibility under the following conditions:

- The employee promotes to a position where the certificate or license is required.
- The employee does not maintain an overall satisfactory performance evaluation.
- The employee loses the certification or license.

Interim certification, such as that granted during a "grandfather in" period, is not eligible for this program.

A mount of A dditional Pay

Eligible employees will receive a set additional 5% in pay for holding the following state certificates and licenses that are knowledge-based (that is, two licenses or certificates does not mean 10% additional pay):

- Water treatment, water distribution and wastewater certification
- Professional registration as a civil engineer
- License as certified public accountant.

Additional state certificates and licenses will be considered for this additional 5% in pay if they include requirements for eight-hour competitive examinations and field work of two years.

Amount of Monthly Stipend

Eligible employee will receive a monthly stipend of \$25 for holding one of the following certificates or licenses:

- Notary Public
- Class A or Class B driving license

Classification Considerations

Which certification qualifies an employee for the pay for certification program depends upon the employee's classification within the District for the water treatment, water distribution and wastewater certifications, as follows:

• General and office unit employees must have grade 3 or above.

APPENDIX D

DECLARATION OF OUTSIDE EMPLOYMENT, ACTIVITY OR ENTERPRISE

Employee name	
Job title I hereby certify that I am NOT engaged in any ou am required to seek the approval if I wish to engage	
Employee Signature	Date
I am currently or plan to be engaged in outside co hereby request approval and provide the informate Date outside employment will start	1 1 7 7
Name of proposed/outside employer: Provide a detailed description of the duties of this any facts which could result in interference, confli employment/activity and your District function ar	ct or incompatibility of this
Days and hours of outside employment/activity:	
I hereby certify that the foregoing is a full and acc the District policy and MOU provisions and will f	
Employee Signature	Date
Approve Disapprove Reason:	
General Manager	Date