



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 Flex Positions
- 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 Eligibility

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 Retirement Benefits

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 contract 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

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 Eligibility

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 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 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

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 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 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 Step No. 1: Informal Discussion with Supervisor:
- 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 Step No. 2: Review by Department Director:

- 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 Step No. 3: Review by General Manager:

- 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 process 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 Dues Deduction

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 Committee on Political Education (COPE)

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.

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.

For SEIU Local 721:

DocuSigned by:

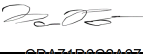
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Aram Agdaian, Negotiator

For Las Virgenes MWD:

DocuSigned by:

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Adrianna E. Guzman, Negotiator


DocuSigned by:


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Spencer Lee
Bargaining Team Member

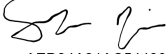
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CDA71D0C2A07424...
Donald Patterson, Director of Finance
and Administration

DocuSigned by:

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Viktor Nikolajevs
Bargaining Team Member

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Sophia Crocker, Human Resources
Manager

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Matthew Sainz
Bargaining Team Member

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Salvador Venancio
Bargaining Team Member


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

DocuSigned by:

12C6BE2E4EC44E2...
David W. Pedersen
General Manager

3/14/2022
Date

Approval as to form:

DocuSigned by:

2D0F0F1306014D4...
W. Keith Lemieux
Legal Counsel

3/11/2022
Date

APPENDIX A

General Unit Salary Table – January 1, 2022

Classification	Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Backflow Inspector	59	Hourly	\$34,9215	\$36,8416	\$38,8677	\$41,0105	\$43,2594	\$45,6462	\$48,1497
		Monthly	\$6,053.07	\$6,385.87	\$6,737.07	\$7,108.49	\$7,498.30	\$7,912.01	\$8,345.95
		Annual	\$72,636.72	\$76,630.58	\$80,844.92	\$85,301.84	\$89,979.50	\$94,944.20	\$100,151.48
Collection Systems Mechanic I	43	Hourly	\$29,7873	\$31,4209	\$33,1500	\$34,9746	\$36,8946	\$38,9208	\$41,0636
		Monthly	\$5,163.13	\$5,446.29	\$5,746.00	\$6,062.26	\$6,395.07	\$6,746.26	\$7,117.69
		Annual	\$61,957.48	\$65,355.42	\$68,952.00	\$72,747.22	\$76,740.82	\$80,955.16	\$85,412.34
Collection Systems Mechanic II	58	Hourly	\$34,5821	\$36,4809	\$38,4858	\$40,6074	\$42,8351	\$45,1901	\$47,6830
		Monthly	\$5,994.23	\$6,323.36	\$6,670.88	\$7,038.62	\$7,424.75	\$7,832.95	\$8,265.05
		Annual	\$71,930.82	\$75,880.22	\$80,050.36	\$84,463.34	\$89,097.06	\$93,995.46	\$99,180.64
Compliance Inspector	59	Hourly	\$34,9215	\$36,8416	\$38,8677	\$41,0105	\$43,2594	\$45,6462	\$48,1497
		Monthly	\$6,053.07	\$6,385.87	\$6,737.07	\$7,108.49	\$7,498.30	\$7,912.01	\$8,345.95
		Annual	\$72,636.72	\$76,630.58	\$80,844.92	\$85,301.84	\$89,979.50	\$94,944.20	\$100,151.48
Compost Operator	36	Hourly	\$27,7824	\$29,3099	\$30,9223	\$32,6196	\$34,4124	\$36,3112	\$38,3055
		Monthly	\$4,815.61	\$5,080.38	\$5,359.87	\$5,654.06	\$5,964.81	\$6,293.94	\$6,639.62
		Annual	\$57,787.34	\$60,964.54	\$64,318.28	\$67,848.82	\$71,577.74	\$75,527.40	\$79,675.44
Compost Worker	22	Hourly	\$24,1650	\$25,5016	\$26,9019	\$28,3764	\$29,9358	\$31,5906	\$33,3197
		Monthly	\$4,188.60	\$4,420.28	\$4,662.99	\$4,918.58	\$5,188.87	\$5,475.71	\$5,775.42
		Annual	\$50,263.20	\$53,043.38	\$55,955.90	\$59,022.86	\$62,266.36	\$65,708.50	\$69,305.08
Cross Connection Inspector	64	Hourly	\$36,7037	\$38,7192	\$40,8514	\$43,1003	\$45,4765	\$47,9694	\$50,6108
		Monthly	\$6,361.97	\$6,711.33	\$7,080.91	\$7,470.72	\$7,882.59	\$8,314.69	\$8,772.53
		Annual	\$76,343.80	\$80,536.04	\$84,970.86	\$89,648.52	\$94,951.12	\$99,776.30	\$105,270.36
Electrical/Instrumentation Technician I	51	Hourly	\$32,2483	\$34,0199	\$35,8975	\$37,8706	\$39,9497	\$42,1562	\$44,4687
		Monthly	\$5,589.71	\$5,896.78	\$6,222.23	\$6,564.23	\$6,924.62	\$7,307.07	\$7,707.91
		Annual	\$67,076.36	\$70,671.34	\$74,666.80	\$78,770.90	\$83,095.48	\$87,685.00	\$92,495.00
Electrical/Instrumentation Technician II	66	Hourly	\$37,4462	\$39,5042	\$41,6788	\$43,9702	\$46,3888	\$48,9347	\$51,6291
		Monthly	\$6,490.68	\$6,847.39	\$7,224.33	\$7,621.49	\$8,040.72	\$8,482.02	\$8,949.05
		Annual	\$77,888.20	\$82,168.84	\$86,691.80	\$91,458.12	\$96,488.60	\$101,784.28	\$107,388.58
Electrician	56	Hourly	\$33,8713	\$35,7384	\$37,7008	\$39,7800	\$41,9652	\$44,2778	\$46,7070
		Monthly	\$5,871.03	\$6,194.65	\$6,534.81	\$6,895.20	\$7,273.98	\$7,674.82	\$8,095.88
		Annual	\$70,452.20	\$74,335.82	\$78,417.56	\$82,742.40	\$87,287.72	\$92,097.72	\$97,150.56
Facilities Inspector	68	Hourly	\$38,1994	\$40,2998	\$42,5169	\$44,8506	\$47,3223	\$49,9212	\$52,6687
		Monthly	\$6,621.23	\$6,985.30	\$7,369.59	\$7,774.11	\$8,202.53	\$8,653.02	\$9,129.24
		Annual	\$79,454.70	\$83,823.48	\$88,435.10	\$93,289.30	\$98,430.28	\$103,836.20	\$109,551.00
Facilities Maintenance Worker	40	Hourly	\$28,9068	\$30,4980	\$32,1741	\$33,9456	\$35,8126	\$37,7857	\$39,8543
		Monthly	\$5,010.51	\$5,286.32	\$5,576.84	\$5,883.90	\$6,207.52	\$6,549.52	\$6,908.07
		Annual	\$60,126.04	\$63,435.84	\$66,922.18	\$70,606.90	\$74,490.26	\$78,594.36	\$82,896.84
Field Customer Service Rep. I	22	Hourly	\$24,1650	\$25,5016	\$26,9019	\$28,3764	\$29,9358	\$31,5906	\$33,3197
		Monthly	\$4,188.60	\$4,420.28	\$4,662.99	\$4,918.58	\$5,188.87	\$5,475.71	\$5,775.42
		Annual	\$50,263.20	\$53,043.38	\$55,955.90	\$59,022.86	\$62,266.36	\$65,708.50	\$69,305.08
Field Customer Service Rep. II	32	Hourly	\$26,7003	\$28,1642	\$29,7130	\$31,3466	\$33,0757	\$34,8897	\$36,8098
		Monthly	\$4,628.06	\$4,881.80	\$5,150.25	\$5,433.42	\$5,733.13	\$6,047.55	\$6,380.36
		Annual	\$55,536.52	\$58,581.64	\$61,803.04	\$65,200.98	\$68,797.56	\$72,570.68	\$76,564.28
Fleet Technician	50	Hourly	\$31,9301	\$33,6910	\$35,5368	\$37,4993	\$39,5572	\$41,7319	\$44,0338
		Monthly	\$5,534.55	\$5,839.77	\$6,159.71	\$6,499.88	\$6,856.59	\$7,233.52	\$7,632.53
		Annual	\$66,414.66	\$70,077.28	\$73,916.44	\$77,998.44	\$82,279.08	\$86,802.30	\$91,590.20
Laboratory Assistant	43	Hourly	\$29,7873	\$31,4209	\$33,1500	\$34,9746	\$36,8946	\$38,9208	\$41,0636
		Monthly	\$5,163.13	\$5,446.29	\$5,746.00	\$6,062.26	\$6,395.07	\$6,746.26	\$7,117.69
		Annual	\$61,957.48	\$65,355.42	\$68,952.00	\$72,747.22	\$76,740.82	\$80,955.16	\$85,412.34
Laboratory Technician I	53	Hourly	\$32,8954	\$34,7094	\$36,6188	\$38,6343	\$40,7559	\$42,9942	\$45,3598
		Monthly	\$5,701.87	\$6,016.29	\$6,347.26	\$6,696.62	\$7,064.36	\$7,452.33	\$7,862.37
		Annual	\$68,422.38	\$72,195.50	\$76,167.00	\$80,359.24	\$84,772.22	\$89,428.04	\$94,348.28
Laboratory Technician II	68	Hourly	\$38,1994	\$40,2998	\$42,5169	\$44,8506	\$47,3223	\$49,9212	\$52,6687
		Monthly	\$6,621.23	\$6,985.30	\$7,369.59	\$7,774.11	\$8,202.53	\$8,653.02	\$9,129.24
		Annual	\$79,454.70	\$83,823.48	\$88,435.10	\$93,289.30	\$98,430.28	\$103,836.20	\$109,551.00

General Unit Salary Table – January 1, 2022 (continued)

Classification	Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Maintenance Mechanic I	43	Hourly	\$29,787.3	\$31,420.9	\$33,150.0	\$34,974.6	\$36,894.6	\$38,920.8	\$41,063.6
		Monthly	\$5,163.13	\$5,446.29	\$5,746.00	\$6,062.26	\$6,395.07	\$6,746.26	\$7,117.69
		Annual	\$61,957.48	\$65,355.42	\$68,952.00	\$72,747.22	\$76,740.82	\$80,955.16	\$85,412.34
Maintenance Mechanic II	58	Hourly	\$34,582.1	\$36,480.9	\$38,485.8	\$40,607.4	\$42,835.1	\$45,190.1	\$47,683.0
		Monthly	\$5,994.23	\$6,323.36	\$6,670.88	\$7,038.62	\$7,424.75	\$7,832.95	\$8,265.05
		Annual	\$71,930.82	\$75,880.22	\$80,050.36	\$84,463.34	\$89,097.06	\$93,995.46	\$99,180.64
Resource Conservation Specialist I	32	Hourly	\$26,700.3	\$28,164.2	\$29,713.0	\$31,346.6	\$33,075.7	\$34,889.7	\$36,809.8
		Monthly	\$4,628.06	\$4,881.80	\$5,150.25	\$5,433.42	\$5,733.13	\$6,047.55	\$6,380.36
		Annual	\$55,536.52	\$58,581.64	\$61,803.04	\$65,200.98	\$68,797.56	\$72,570.68	\$76,564.28
Resource Conservation Specialist II	46	Hourly	\$30,688.9	\$32,375.6	\$34,157.8	\$36,035.4	\$38,019.1	\$40,108.8	\$42,315.3
		Monthly	\$5,319.42	\$5,611.77	\$5,920.68	\$6,246.13	\$6,589.97	\$6,952.20	\$7,334.65
		Annual	\$63,832.86	\$67,341.30	\$71,048.12	\$74,953.58	\$79,079.78	\$83,426.20	\$88,015.72
Sr. Field Customer Service Representative	54	Hourly	\$33,224.3	\$35,059.4	\$36,979.5	\$39,016.2	\$41,169.6	\$43,429.2	\$45,816.0
		Monthly	\$5,758.87	\$6,076.97	\$6,409.78	\$6,762.81	\$7,136.07	\$7,527.72	\$7,941.43
		Annual	\$69,106.44	\$72,923.50	\$76,917.36	\$81,153.80	\$85,632.82	\$90,332.84	\$95,297.28
Sr. Electrical/Instrumentation Technician	74	Hourly	\$40,543.8	\$42,771.5	\$45,126.4	\$47,608.7	\$50,228.9	\$52,987.0	\$55,914.8
		Monthly	\$7,027.59	\$7,413.72	\$7,821.91	\$8,252.18	\$8,706.34	\$9,184.41	\$9,691.89
		Annual	\$84,331.00	\$88,964.72	\$93,862.86	\$99,026.20	\$104,476.06	\$110,212.96	\$116,302.68
Sr. Maintenance Mechanic	66	Hourly	\$37,446.2	\$39,504.2	\$41,678.8	\$43,970.2	\$46,388.8	\$48,934.7	\$51,629.1
		Monthly	\$6,490.68	\$6,847.39	\$7,224.33	\$7,621.49	\$8,040.72	\$8,482.02	\$8,949.05
		Annual	\$77,888.20	\$82,168.84	\$86,691.80	\$91,458.12	\$96,488.60	\$101,784.28	\$107,388.58
Sr. Water Construction Specialist	63	Hourly	\$36,343.0	\$38,337.3	\$40,448.3	\$42,676.0	\$45,020.4	\$47,492.0	\$50,112.2
		Monthly	\$6,299.45	\$6,645.13	\$7,011.04	\$7,397.17	\$7,803.53	\$8,231.95	\$8,686.11
		Annual	\$75,593.44	\$79,741.48	\$84,132.36	\$88,766.08	\$93,642.38	\$98,783.36	\$104,233.48
Sr. Water Distribution Operator	70	Hourly	\$38,963.2	\$41,106.0	\$43,365.5	\$45,752.3	\$48,266.4	\$50,918.4	\$53,718.9
		Monthly	\$6,753.62	\$7,125.04	\$7,516.69	\$7,930.40	\$8,366.18	\$8,825.86	\$9,311.28
		Annual	\$81,043.56	\$85,500.48	\$90,200.24	\$95,164.68	\$100,394.06	\$105,910.22	\$111,735.26
Sr. Water Reclamation Plant Operator	70	Hourly	\$38,963.2	\$41,106.0	\$43,365.5	\$45,752.3	\$48,266.4	\$50,918.4	\$53,718.9
		Monthly	\$6,753.62	\$7,125.04	\$7,516.69	\$7,930.40	\$8,366.18	\$8,825.86	\$9,311.28
		Annual	\$81,043.56	\$85,500.48	\$90,200.24	\$95,164.68	\$100,394.06	\$105,910.22	\$111,735.26
Sr. Water Treatment Plant Operator	74	Hourly	\$40,543.8	\$42,771.5	\$45,126.4	\$47,608.7	\$50,228.9	\$52,987.0	\$55,914.8
		Monthly	\$7,027.59	\$7,413.72	\$7,821.91	\$8,252.18	\$8,706.34	\$9,184.41	\$9,691.89
		Annual	\$84,331.00	\$88,964.72	\$93,862.86	\$99,026.20	\$104,476.06	\$110,212.96	\$116,302.68
Storekeeper	46	Hourly	\$30,688.9	\$32,375.6	\$34,157.8	\$36,035.4	\$38,019.1	\$40,108.8	\$42,315.3
		Monthly	\$5,319.42	\$5,611.77	\$5,920.68	\$6,246.13	\$6,589.97	\$6,952.20	\$7,334.65
		Annual	\$63,832.86	\$67,341.30	\$71,048.12	\$74,953.58	\$79,079.78	\$83,426.20	\$88,015.72
Water Distribution Operator I	32	Hourly	\$26,700.3	\$28,164.2	\$29,713.0	\$31,346.6	\$33,075.7	\$34,889.7	\$36,809.8
		Monthly	\$4,628.06	\$4,881.80	\$5,150.25	\$5,433.42	\$5,733.13	\$6,047.55	\$6,380.36
		Annual	\$55,536.52	\$58,581.64	\$61,803.04	\$65,200.98	\$68,797.56	\$72,570.68	\$76,564.28
Water Distribution Operator II	42	Hourly	\$29,490.2	\$31,113.3	\$32,821.2	\$34,624.5	\$36,534.0	\$38,538.9	\$40,660.5
		Monthly	\$5,111.64	\$5,392.97	\$5,689.00	\$6,001.58	\$6,332.55	\$6,680.07	\$7,047.81
		Annual	\$61,339.72	\$64,715.56	\$68,268.20	\$72,018.96	\$75,990.72	\$80,160.86	\$84,573.84
Water Distribution Operator III	64	Hourly	\$36,703.7	\$38,719.2	\$40,851.4	\$43,100.3	\$45,476.5	\$47,969.4	\$50,610.8
		Monthly	\$6,361.97	\$6,711.33	\$7,080.91	\$7,470.72	\$7,882.59	\$8,314.69	\$8,772.53
		Annual	\$76,343.80	\$80,536.04	\$84,970.86	\$89,648.52	\$94,551.12	\$99,776.30	\$105,270.36
Water Reclamation Plant Operator I	42	Hourly	\$29,490.2	\$31,113.3	\$32,821.2	\$34,624.5	\$36,534.0	\$38,538.9	\$40,660.5
		Monthly	\$5,111.64	\$5,392.97	\$5,689.00	\$6,001.58	\$6,332.55	\$6,680.07	\$7,047.81
		Annual	\$61,339.72	\$64,715.56	\$68,268.20	\$72,018.96	\$75,990.72	\$80,160.86	\$84,573.84
Water Reclamation Plant Operator II	62	Hourly	\$35,982.3	\$37,955.4	\$40,045.2	\$42,251.7	\$44,574.8	\$47,025.3	\$49,613.6
		Monthly	\$6,236.94	\$6,578.94	\$6,941.17	\$7,323.62	\$7,726.30	\$8,151.05	\$8,599.69
		Annual	\$74,843.08	\$78,947.18	\$83,294.12	\$87,883.64	\$92,715.48	\$97,812.52	\$103,196.34
Water Reclamation Plant Operator in Training	36	Hourly	\$27,782.4	\$29,309.9	\$30,922.3	\$32,619.6	\$34,412.4	\$36,311.2	\$38,305.5
		Monthly	\$4,815.61	\$5,080.38	\$5,359.87	\$5,654.06	\$5,964.81	\$6,293.94	\$6,639.62
		Annual	\$57,787.34	\$60,964.54	\$64,318.28	\$67,848.82	\$71,577.74	\$75,527.40	\$79,675.44
Water Treatment Plant Operator I	32	Hourly	\$26,700.3	\$28,164.2	\$29,713.0	\$31,346.6	\$33,075.7	\$34,889.7	\$36,809.8
		Monthly	\$4,628.06	\$4,881.80	\$5,150.25	\$5,433.42	\$5,733.13	\$6,047.55	\$6,380.36
		Annual	\$55,536.52	\$58,581.64	\$61,803.04	\$65,200.98	\$68,797.56	\$72,570.68	\$76,564.28
Water Treatment Plant Operator II	42	Hourly	\$29,490.2	\$31,113.3	\$32,821.2	\$34,624.5	\$36,534.0	\$38,538.9	\$40,660.5
		Monthly	\$5,111.64	\$5,392.97	\$5,689.00	\$6,001.58	\$6,332.55	\$6,680.07	\$7,047.81
		Annual	\$61,339.72	\$64,715.56	\$68,268.20	\$72,018.96	\$75,990.72	\$80,160.86	\$84,573.84
Water Treatment Plant Operator III	64	Hourly	\$36,703.7	\$38,719.2	\$40,851.4	\$43,100.3	\$45,476.5	\$47,969.4	\$50,610.8
		Monthly	\$6,361.97	\$6,711.33	\$7,080.91	\$7,470.72	\$7,882.59	\$8,314.69	\$8,772.53
		Annual	\$76,343.80	\$80,536.04	\$84,970.86	\$89,648.52	\$94,551.12	\$99,776.30	\$105,270.36

APPENDIX B

Office Unit Salary Table – January 1, 2022

Classification	Range	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Accounting Technician	40	Hourly	\$28,906.8	\$30,498.0	\$32,174.1	\$33,945.6	\$35,812.6	\$37,785.7	\$39,854.3
		Monthly	\$5,010.51	\$5,286.32	\$5,576.84	\$5,883.90	\$6,207.52	\$6,549.52	\$6,908.07
		Annual	\$60,126.04	\$63,435.84	\$66,922.18	\$70,606.90	\$74,490.26	\$78,594.36	\$82,896.84
Accounting Technician (Payroll)	61	Hourly	\$35,621.7	\$37,584.1	\$39,652.7	\$41,827.3	\$44,129.3	\$46,558.5	\$49,125.6
		Monthly	\$6,174.42	\$6,514.58	\$6,873.14	\$7,250.07	\$7,649.08	\$8,070.14	\$8,515.11
		Annual	\$74,093.24	\$78,174.98	\$82,477.72	\$87,000.68	\$91,788.84	\$96,841.68	\$102,181.30
Administrative Assistant	42	Hourly	\$29,490.2	\$31,113.3	\$32,821.2	\$34,624.5	\$36,534.0	\$38,538.9	\$40,660.5
		Monthly	\$5,111.64	\$5,392.97	\$5,689.00	\$6,001.58	\$6,332.55	\$6,680.07	\$7,047.81
		Annual	\$61,339.72	\$64,715.56	\$68,268.20	\$72,018.96	\$75,990.72	\$80,160.86	\$84,573.84
Administrative Specialist - Risk Management	61	Hourly	\$35,621.7	\$37,584.1	\$39,652.7	\$41,827.3	\$44,129.3	\$46,558.5	\$49,125.6
		Monthly	\$6,174.42	\$6,514.58	\$6,873.14	\$7,250.07	\$7,649.08	\$8,070.14	\$8,515.11
		Annual	\$74,093.24	\$78,174.98	\$82,477.72	\$87,000.68	\$91,788.84	\$96,841.68	\$102,181.30
Customer Service Representative	33	Hourly	\$26,965.5	\$28,450.7	\$30,010.0	\$31,664.9	\$33,404.6	\$35,239.8	\$37,181.0
		Monthly	\$4,674.03	\$4,931.45	\$5,201.74	\$5,488.58	\$5,790.13	\$6,108.23	\$6,444.71
		Annual	\$56,088.24	\$59,177.56	\$62,420.80	\$65,862.94	\$69,481.62	\$73,298.68	\$77,336.48
GIS Coordinator	80	Hourly	\$43,036.7	\$45,402.2	\$47,905.7	\$50,536.5	\$53,315.8	\$56,254.2	\$59,341.2
		Monthly	\$7,459.69	\$7,869.72	\$8,303.66	\$8,759.66	\$9,241.41	\$9,750.73	\$10,285.80
		Annual	\$89,516.44	\$94,436.68	\$99,643.96	\$105,115.92	\$100,896.76	\$117,008.84	\$123,429.80
Network and Security Technician	52	Hourly	\$32,577.2	\$34,369.9	\$36,258.1	\$38,252.4	\$40,352.8	\$42,569.9	\$44,914.3
		Monthly	\$5,646.71	\$5,957.45	\$6,284.74	\$6,630.42	\$6,994.49	\$7,378.78	\$7,785.14
		Annual	\$67,760.68	\$71,489.34	\$75,416.90	\$79,564.94	\$83,933.72	\$88,545.34	\$93,421.64
Planning & New Development Technician	59	Hourly	\$34,921.5	\$36,841.6	\$38,867.7	\$41,010.5	\$43,259.4	\$45,646.2	\$48,149.7
		Monthly	\$6,053.07	\$6,385.87	\$6,737.07	\$7,108.49	\$7,498.30	\$7,912.01	\$8,345.95
		Annual	\$72,636.72	\$76,630.58	\$80,844.92	\$85,301.84	\$89,979.50	\$94,944.20	\$100,151.48
Senior Accounting Technician	61	Hourly	\$35,621.7	\$37,584.1	\$39,652.7	\$41,827.3	\$44,129.3	\$46,558.5	\$49,125.6
		Monthly	\$6,174.42	\$6,514.58	\$6,873.14	\$7,250.07	\$7,649.08	\$8,070.14	\$8,515.11
		Annual	\$74,093.24	\$78,174.98	\$82,477.72	\$87,000.68	\$91,788.84	\$96,841.68	\$102,181.30
Systems Coordinator	80	Hourly	\$43,036.7	\$45,402.2	\$47,905.7	\$50,536.5	\$53,315.8	\$56,254.2	\$59,341.2
		Monthly	\$7,459.69	\$7,869.72	\$8,303.66	\$8,759.66	\$9,241.41	\$9,750.73	\$10,285.80
		Annual	\$89,516.44	\$94,436.68	\$99,643.96	\$105,115.92	\$100,896.76	\$117,008.84	\$123,429.80
Technical Services Support Specialist	53	Hourly	\$32,895.4	\$34,709.4	\$36,618.8	\$38,634.3	\$40,755.9	\$42,994.2	\$45,359.8
		Monthly	\$5,701.87	\$6,016.29	\$6,347.26	\$6,696.62	\$7,064.36	\$7,452.33	\$7,862.37
		Annual	\$68,422.38	\$72,195.50	\$76,167.00	\$80,359.24	\$84,772.22	\$89,428.04	\$94,348.28
Technology Support Specialist	52	Hourly	\$32,577.2	\$34,369.9	\$36,258.1	\$38,252.4	\$40,352.8	\$42,569.9	\$44,914.3
		Monthly	\$5,646.71	\$5,957.45	\$6,284.74	\$6,630.42	\$6,994.49	\$7,378.78	\$7,785.14
		Annual	\$67,760.68	\$71,489.34	\$75,416.90	\$79,564.94	\$83,933.72	\$88,545.34	\$93,421.64

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

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 outside compensated employment. I understand I am required to seek the approval if I wish to engage in such employment or activity in the future.

Employee Signature Date

I am currently or plan to be engaged in outside compensated employment or an outside activity. I hereby request approval and provide the information required as follows:

Date outside employment will start _____

Name of proposed/outside employer: _____

Provide a detailed description of the duties of this employment/activity. Please be sure to include any facts which could result in interference, conflict or incompatibility of this employment/activity and your District function and or duties:

Days and hours of outside employment/activity: _____

I hereby certify that the foregoing is a full and accurate statement. I have read and do understand the District policy and MOU provisions and will fully comply.

Employee Signature Date

Approve _____ Disapprove _____ Reason: _____

General Manager Date