



## **MEMORANDUM OF UNDERSTANDING**

### **MANAGEMENT UNIT**

**January 1, 2019 – December 31, 2021**

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## **MANAGEMENT UNIT MOU**

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

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

The provisions of this Agreement shall commence on January 1, 2019, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on December 31, 2021.

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

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

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

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

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

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

## **ARTICLE 5, RENEGOTIATIONS**

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

## **CHAPTER 2, COMPENSATION**

### **ARTICLE 6, COMPENSATION**

Effective the pay period that begins January 12, 2019, classifications with a maximum salary below the median (as identified in the compensation study prepared by CPS-HR) will have the salary range adjusted so that the so that the total compensation is set at the median as identified in the compensation survey with additional adjustments to maintain salary relationships based on internal equity. Following classification placement, the District will apply the 3.5% salary adjustment provided in July 2018 to those rates. The District will then adjust those rates of pay by 4%. This will establish the salary schedule as of January 12, 2019. The salary schedule reflecting the rates of pay is attached as Appendix A.

Effective the 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 to October 2019 All Urban Consumer Price Index for LA-Riverside-Orange County California with a minimum of a 2% increase and a maximum of a 3.5% increase.

Effective the beginning of the first pay period following January 1, 2021, all salary ranges and related incumbents rates of pay will be increased by the October 2019 to October 2020 All Urban Consumer Price Index for LA-Riverside-Orange County California with a minimum of a 2% increase and a maximum of a 3.5% increase.

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

- A. Individual movement of employees within established pay range shall be based on performance and upon recommendation of each employee's supervisory line, and shall not be automatic.
- B. Employees shall generally be evaluated in July of each year regardless of hire date or previous promotion date except for newly promoted or hired employees as per Article 26, Salary Administration. Employees may be evaluated at any time by their supervisor.

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

- A. Employees may elect to participate in the District's Deferred Compensation Plan.
- B. Participation in deferred compensation commences the month following sign-up for new employees.
- C. Employees are eligible to have \$125.00 or 3% of their base salary matched per pay period on a \$1 to \$1 basis, whichever is greater.

D. The District shall establish and maintain a pension plan pursuant to the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended. Each employee covered has agreed to contribute three percent (3%) of his or her monthly salary into the employee's 457 (b) plan account and the District will contribute three percent (3%) into the employee's 401 (a) plan account. This contribution will not reduce the employee's compensation for the purpose of calculating merit increases or any other payments which are based on the employee's base rate of pay.

For those employees who did not wish to contribute to the plan, they were given a one-time option to opt out effective January 1, 2016. Employees who exercised their right to opt out do not have the option to opt back in during the lifetime of the plan. The enrollment status of the participant (active contributor or opt-out non-participant) as of January 1, 2016, will remain in effect for the lifetime of the plan. New hires, upon initial eligibility for enrollment into the plan, will have the one-time option to opt out for the lifetime of the plan.

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

**ARTICLE 9, SALARY ADMINISTRATION**

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

B. Newly Hired Employee

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

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

After the first full year, the employee shall be reviewed for merit each July 1. Increases shall be prorated on a 1/12 basis so that employee shall not exceed 12 months without a merit review. Example: an employee hired in April will have an annual merit review at six months then April again for the first year. In July the employee will be eligible for a merit increase adjustment equal to 2/12 of the last increase. If the last increase was 5%, then the increase will be 0.83 %. Thereafter, the employee will be on a July 1 review cycle.

3. A prorated increase of 6 months or longer shall require a new performance evaluation.
4. In no event shall any merit increase exceed the control point for the classification.

C. Newly Promoted Employee

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

D. Salary Increase Not Granted

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

E. Salary for Out of Class Assignment

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

F. Priority of Increases

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

## **ARTICLE 10, SENIORITY RECOGNITION**

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

After 10 years of District Service	\$300
After 15 years of District Service	\$500
After 20 years of District Service	\$700

**CHAPTER 3, BENEFITS**

**ARTICLE 11, RETIREMENT – PUBLIC EMPLOYEES RETIREMENT SYSTEM AND SOCIAL SECURITY/MEDICARE**

A. 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’ Retirement Law, receive the 2% at 55 benefit formula. The District provides Full Formula Cal PERS coverage for past and future service of its employees. Employees are eligible to retire at age 50. Classic employees shall pay their seven percent (7%) member contribution.

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

B. The District pays the required employer contribution for employees’ retirement benefit as required by CalPERS.

C. The District also participates in the Social Security program of the Federal government. FICA/Medicare tax will be deducted from an employee’s pay as required by Federal law.

**ARTICLE 12, HEALTH AND WELFARE INSURANCE**

A. Life Insurance

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

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

B. Dental Insurance

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

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

C. Disability Insurance

1. The District shall provide short and long term disability insurance for each employee. The District retains the right to select a plan(s) different from the current plan. Coverage commences after the employee has completed one month of continuous employment with the District and upon submission of an application for membership.
2. An employee eligible for disability benefits shall use available sick leave to cover time off during the 30 calendar day elimination period. After the elimination period, the employee has the option of using the balance of his/her sick leave or vacation leave to coordinate with gross income. The monthly benefit for the long term disability plan will be two-thirds of the employee's monthly base up to a maximum of \$7,300.00.

D. Medical Coverage

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

E. Health Insurance

1. Coverage  
The parties agree that the District may select an insurance plan different from the current plan. Specific medical insurance plan information is available on the District's intranet.
2. District Contribution  
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.  
The District's maximum contribution for medical insurance shall be 98% of the Kaiser Permanente HMO Family rate. This will be applicable for the remainder of this MOU.
3. Maintenance of Effort  
In the event of a statutory mandate reducing the District's financial obligation to fund medical insurance, the parties agree that the difference in money between the newly mandated level and the previous level shall continue to be available to the Unit either in the form of a cash bonus or to purchase other benefits, at the discretion of the Association.
4. Eligibility  
The employee, his or her spouse, and unmarried dependent children under 26 years; and physically or mentally handicapped dependent child regardless of age, are eligible for hospital and medical coverage on the first of the month following the date of hire. Subscribing members may add new dependents without a health statement within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.
5. Extension of Coverage



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

6. Retirees

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

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

F. Vision Care

The District will provide a vision program through a third party vendor at no cost to the employee. The employee may elect to cover his or her spouse, and unmarried dependent children under 26 years; and physically or mentally handicapped dependent child regardless of age, are eligible for vision coverage on the first of the month following the date of hire, by paying for such coverage. Subscribing members may add new dependents thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

**ARTICLE 13, EDUCATIONAL ASSISTANCE PROGRAM**

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

**ARTICLE 14, PHYSICAL FITNESS PROGRAM**

An amount of \$500 shall be made available to employees covered by this Agreement every July 1<sup>st</sup> for payment of costs with primary emphasis on preventive health maintenance, relative to obtaining/receiving a comprehensive physical examination or for gym memberships. In general, expenses may be reimbursed to the employee when 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 or a receipt for payment of gym membership fees. Costs not covered by the dental or vision care programs are not reimbursable under this benefit.

**ARTICLE 15, PROFESSIONAL ORGANIZATIONS REIMBURSEMENT**

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

**CHAPTER 4, LEAVES OF ABSENCE**

**ARTICLE 16, SICK LEAVE**

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

- A. If an employee has accumulated sick leave, it shall be used for the following:
  - 1. When an employee is ill.
  - 2. When a member of an employee's immediate family is ill and the employee must care for such ill family member subject to Family Medical Leave Act policy limits.
  - 3. For visits to doctors, dentists and optometrists for physicals, treatment or preventative care.
  - 4. Any reason permitted by law.
- B. Sick leave accrual will be cumulative, without limit as to time, and if not taken in any given year, will be usable in subsequent year's employment, the purpose being to make sick leave available to an employee in times of urgent need.
- C. The amount of sick leave an employee accrues is computed to include weekends, holidays, paid vacation time and paid sick leave as continuous service.
- D. Accrual of sick leave will be at the rate of eight hours per calendar month beginning with the date of hire and computed to the date of termination, prorated to the nearest hour.

E. An employee who is absent on sick leave may be contacted by his/her supervisor. For absences due to illness, if justified in the opinion the supervisor, the employee must obtain a statement from his/her doctor stating: (a) that the employee could not work during the period of absence; and (b) that the employee is now able to return to work.

F. Sick Leave Buy-Back

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

1. The employee must have earned and have current credit for one hundred and sixty (160) hours of unused sick leave, and the employee must have used 48 or fewer sick leave hours during the twelve months prior to the leave cash out. If each of these conditions is met, the employee may elect receive pay at his or her base rate for 32 hours of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The 32 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.
2. The employee must have earned and have current credit for two hundred (200) hours of unused sick leave, and the employee must have used no sick leave during the twelve months prior to the leave cash out. If each of the conditions is met, the employee shall receive pay at his/her base rate for 48 hours of unused sick leave with the second paycheck in December following the submission of an irrevocable election form in the December prior to the cash out. For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The 48 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accrual bank. The remaining unused and unpaid sick leave shall remain in the sick leave bank.

Irrevocable election forms will be provided by Human Resources.

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

G. Sick Leave Payoff Upon Voluntary Termination of Employment

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

1. After five years of full-time, regular employment with the District (the sixth year), an employee will be paid, upon voluntary termination, retirement or death, for 25% of all hours of accrued but unused sick leave at the rate of his/her then current base rate. An additional 5% of all hours of accrued but unused sick leave of his/her salary will be paid for each additional completed year of service.
2. Upon completion of 20 years of service with the District, the employee would be paid for 100% of unused sick leave.

3. An employee who leaves the District through retirement shall have the option of (1) being paid for accrued but unused sick leave in accord with above and with the balance, if any, being applied as PERS retirement credit, or (2) receiving no payment and instead having all accrued but unused sick leave applied as PERS retirement credit.

**ARTICLE 17, VACATION**

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

A. Accrual

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

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

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

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

B. The vacation leave time earned each year will be available to the employee for vacation or may be accrued, wholly or partially, in the employee's Leave Account.

C. Normally, no more than 311 hours will be permitted to accrue in an employee's Leave Account.

- D. The maximum vacation an employee can take is 21 consecutive working days, unless special circumstances warrant approval by the General Manager for a longer period.
- E. Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- F. When an employee is discharged or terminated, he/she will be paid for his/her accumulated vacation leave at his/her then current base rate of pay.
- G. In computing the amount of vacation leave accrual, holidays, weekends, paid vacation time and paid sick leave will be included as continuous service.
- H. Vacation generally cannot be taken in lieu of sick leave except in certain family leave qualifying events.

**ARTICLE 18, LEAVES OF ABSENCE**

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

**ARTICLE 19, HOLIDAYS**

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

January 1  
 Martin Luther King Jr. Day  
 President's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Veterans Day  
 Thanksgiving Day and the following Friday  
 December 24

December 25  
December 31

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

#### **ARTICLE 20, MANAGEMENT LEAVE**

- A. Employees receive 72 hours management leave, which is granted each fiscal year beginning July 1 and is for use within the fiscal year it is granted ending June 30.
- B. At the end of each fiscal year the following shall occur:
  - 1. All management leave must be used; or
  - 2. Unused management leave in excess of 60 hours must be used by June 30<sup>th</sup> or be forfeited; or
  - 3. Employees shall be paid for up to 50 hours of unused management leave provided they have used 80 hours of vacation and/or management leave within the fiscal year ending June 30; and
  - 4. In lieu of forfeiture, the employee may donate any unused management leave to the Catastrophic Leave Bank.
  - 5. Upon voluntary resignation with notice, retirement or death, the employee shall be paid for all unused management leave hours.

#### **ARTICLE 21, BEREAVEMENT LEAVE**

An employee may be provided up to 27 hours paid leave to attend the funeral of a member of the employee's immediate family. "Immediate family" is designated as the spouse/registered domestic partner, child, parent, sibling, grandparent or grandchild of the employee or the employee's spouse/registered domestic partner. If additional time off is required, the employee may request sick leave.

#### **ARTICLE 22, JURY DUTY**

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

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

### **ARTICLE 23, DISCIPLINARY PROCEDURE**

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

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

#### **A. Supervisor Conference**

1. The supervisor will confer with the employee about the areas needing improvement and reach a clear understanding of expectations, which will be reduced to writing, to bring the performance or conduct to acceptable standards. Depending on the seriousness of the employee's substandard performance or conduct, the supervisor may document the discussion in writing.
2. In some cases, especially if counseling fails to result in marked improvement, the supervisor may initiate a Performance Improvement Plan (PIP). The PIP will include 1) a description of the areas in which the employee is not meeting expectations, 2) a description of what the employee must do to meet performance expectations, 3) the time period (generally no more than 90 days) to attain the expected performance expectations, and 4) a statement of the consequences of failing to bring the performance expectations to acceptable level. Both the supervisor and the employee must sign the PIP.

#### **B. Reprimands**

1. In the event the supervisor's counseling, warning, or PIP does not result in improvement of performance to acceptable levels, the supervisor may prepare a written reprimand. The written reprimand will put the employee on notice that failure to correct performance or conduct may result in more serious disciplinary actions, up to and including termination.
2. Notwithstanding the above, a reprimand may be issued to an employee without prior counseling or warning depending on the seriousness of the offense, performance, or conduct.
3. An employee has the right to respond in writing and have the response attached to the reprimand as part of the personnel file.

#### **C. Severe Disciplinary Actions**

1. Severe disciplinary actions are defined as demotion/transfer, suspension without pay, or termination.

2. The District may impose disciplinary actions on a case by case basis when warnings, reprimands, or other corrective actions have failed to improve expected standards of performance or conduct, or when the offense, conduct or violation is deemed to be severe and warrants discipline up to and including termination. The severity of the disciplinary action will consider the employee's previous history of performance, conduct and disciplinary actions.
3. The employee may appeal the proposed disciplinary action to the General Manager within seven calendar days. The General Manager will schedule a meeting with the employee within seven calendar days of receiving notice of the appeal. The General Manager will render a written decision within seven calendar days of the meeting.
4. The employee may appeal the General Manager's final decision to the Board of Directors by giving written notice to the General Manager within seven calendar days of receipt of the General Manager's written decision. The Board will consider the appeal at a regularly scheduled meeting within a reasonable period of time. The decision of the Board is final.

D. At Will

The forgoing does not apply to the at will status for new employees to this bargaining Unit or to those employees who have a change in classification as of July 1, 2010 as defined in Article 29, At Will Employees.

**ARTICLE 24, GRIEVANCE PROCEDURE**

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

A. Processing the Grievance -- Step No. 1

Informal Discussion with Supervisor:

1. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate Supervisor within 7 calendar days from the date of the action causing the grievance. Every effort shall be made to resolve the grievance between the employee and his/her immediate Supervisor.

B. Processing the Grievance -- Step No. 2

Formal by Supervisor:

1. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Supervisor within 7 calendar days after the informal discussion in Step1.
2. The Supervisor shall give his/her written decision within 7 calendar days after receiving the written grievance.

C. Processing the Grievance -- Step No. 3



Review by General Manager:

1. If the grievance has not been satisfactorily resolved by the Supervisor the grievance may be submitted to the General Manager within 7 calendar days. Within 7 calendar days after receiving the written grievance, the General Manager shall schedule a meeting with all parties concerned, and they shall thoroughly discuss the grievance.
  2. The General Manager shall give his written decision within 7 calendar days. If the aggrieved feels that the decision of the General Manager is unjust, a final appeal may be made to the Board of Directors within 7 calendar days. The decision of the board is final.
- D. The employee at any step of the grievance procedure may represent himself/herself, may be represented by a fellow employee, attorney, or any other person he/she may choose. Employee representatives must take pre-approved time off.
- E. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of both parties in writing. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the immediate Supervisor or General Manager fails to respond within the time limits specified, unless prior mutually agreeable arrangements are made.

**ARTICLE 25, LAYOFFS**

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

**ARTICLE 26, PEACEFUL PERFORMANCE**

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents within the District service area.
- B. Consequently, the Association agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining Unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District during any period in which an Agreement is in effect, or during any period in which an expired Agreement has remained in effect while the parties negotiate a successor Agreement.

- C. In the event of any such work-stoppage by any member of the Unit the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this Agreement, whether by, the Association or by any member of the Unit, the Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- E. If in the event of a work-stoppage, the Association promptly and in good faith performs the obligations of this Section, and, providing, the Association has not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this Section.
- F. However, the District shall have the right to discipline, subject to due process\*, including discharge, any employee who instigates, participates in, or gives leadership to, work-stoppage activity herein prohibited.
- G. The District and the Association shall have the right to seek full legal redress.

\*Employees not deemed At Will

**ARTICLE 27, PERFORMANCE**

Each district employee is expected to:

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

**ARTICLE 28, SEPARATION FROM THE DISTRICT**

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

**ARTICLE 29, AT WILL EMPLOYEES**

Unit Employees hired after July 1, 2010 or who transfer to a new classification within this Unit will be designated as AT WILL EMPLOYEES.

### **ARTICLE 30, FULL UNDERSTANDING, MODIFICATION AND WAIVER**

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

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

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

C. During the term of this Agreement, neither the District nor the Association shall be obligated to Meet and Confer on any matter:

1. Whether or not specifically referred to in this Agreement;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.

D. No change to this Agreement will be binding upon either party unless made in writing and signed by the parties

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

### **ARTICLE 31, DISTRICT RIGHTS**

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

**ARTICLE 32, EMPLOYEE RIGHTS**

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

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

Burt  
Johns  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Las Virgenes MWD:

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes Municipal Water District Board of Directors, at their meeting of March 12, 2019.

David W. Pedersen  
David W. Pedersen  
General Manager

03/12/19  
Date

Approval as to form:

W. Keith Lemieux  
W. Keith Lemieux  
Legal Counsel

3/12/19  
Date

**Appendix A**

LVMWD  
 Management Classifications- covered by this Agreement  
 Hourly Salary Table – January 12, 2019

<b>MANAGEMENT UNIT SALARY SCHEDULE</b>				
<b>Effective 1/12/2019</b>				
			<b>January 2019</b>	
<b>Classification</b>	<b>Range</b>	<b>Time Base</b>	<b>Entry</b>	<b>Top</b>
Customer Services Manager	E114	Hourly	\$57.64	\$80.70
		Monthly	\$9,991.18	\$13,987.65
Executive Assistant/Clerk of the Board	E96	Hourly	\$48.19	\$67.46
		Monthly	\$8,352.80	\$11,693.92
Facilities Manager	E114	Hourly	\$57.64	\$80.70
		Monthly	\$9,991.18	\$13,987.65
Facilities Manager/Engineer	E122	Hourly	\$62.42	\$87.38
		Monthly	\$10,819.02	\$15,146.62
Finance Manager	E114	Hourly	\$57.64	\$80.70
		Monthly	\$9,991.18	\$13,987.65
Finance Manager/CPA	E122	Hourly	\$62.42	\$87.38
		Monthly	\$10,819.02	\$15,146.62
Information Systems Manager	E122	Hourly	\$62.42	\$87.38
		Monthly	\$10,819.02	\$15,146.62
Principal Engineer	E122	Hourly	\$62.42	\$87.38
		Monthly	\$10,819.02	\$15,146.62
Public Affairs & Communications Manager	E114	Hourly	\$57.64	\$80.70
		Monthly	\$9,991.18	\$13,987.65
Resource Conservation Manager*	E114	Hourly	\$57.64	\$80.70
		Monthly	\$9,991.18	\$13,987.65
Water Reclamation Mgr/Engineer	E122	Hourly	\$62.42	\$87.38
		Monthly	\$10,819.02	\$15,146.62
Water Systems Manager	E114	Hourly	\$57.64	\$80.70
		Monthly	\$9,991.18	\$13,987.65
Water Systems Manager/Engineer	E122	Hourly	\$62.42	\$87.38
		Monthly	\$10,819.02	\$15,146.62

\*Indicates 5% range adjustment available-DOQ