

AMENDMENT NO. 11
to
EMPLOYMENT AGREEMENT
between
LAS VIRGENES MUNICIPAL WATER DISTRICT
and
DAVID W. PEDERSEN

As of June 18, 2024, the Las Virgenes Municipal Water District, herein "District," and David W. Pedersen, herein "Employee," agree as follows:

Section 1. Purpose.

District and Employee desire to amend the salary amount and the leave benefits of the Employment Agreement dated January 14, 2013 ("Original Agreement"), as amended on September 9, 2014 (Amendment No. 1), May 12, 2015 (Amendment No. 2), June 14, 2016 (Amendment No. 3), July 1, 2017 (Amendment No. 4), June 16, 2018 (Amendment No. 5), April 23, 2019 (Amendment No. 6), August 4, 2020 (Amendment No. 7), October 5, 2021 (Amendment No. 8), July 19, 2022 (Amendment No. 9), and July 18, 2023 (Amendment No. 10).

Section 2. Amendment.

Section 4 of the Original Agreement, as amended, shall be amended as follows:

"4. Salary

(a) District shall pay Employee the sum of \$373,417.12 per annum effective June 22, 2024, in installments at the same time as other employees.

(b) District may authorize additional compensation or benefits, including a performance bonus, in the sole discretion of the board of directors."

Section 3. Amendment.

Section 5 of the Original Agreement shall be amended as follows:

"5. Benefits

(a) Medical Insurance - Effective January 1, 2017, employee will be provided medical health plan coverage through ACWA. The District may change the medical plan provider or modify coverage if Employee is treated no worse than other employees. Effective January 1, 2024, the District shall pay up to \$1,953.50 per month for the Employee's selected medical insurance plan. Effective January 1, 2025, 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 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 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.

(b) Dental Insurance – Employee will be provided dental plan coverage for Employee and his dependents. The District may change the dental plan provider or modify coverage if Employee is treated no worse than other employees.

(c) Vision Care – Employee will be provided vision care plan and coverage for his dependents will be available at Employee's expense. The District may change vision plan provider or modify coverage, provided, Employee is treated no worse than other employees.

(d) Life Insurance – Employee will be provided term life insurance in the amount of \$50,000 plus annual base salary.

(e) Retirement – District is a member agency of the California Public Employees' Retirement System (CalPERS). Employees participate in the 2% @ 55 or 2% @ 62 Full Formula depending on whether employee is a new or classic member. Employee will pay the full 7% of the employee contribution.

(f) Retiree Medical – Employee may receive medical plan coverage upon retirement if he is 55 years or older and has served the District for at least 10 years. The District will pay 75% of the least expensive medical plan premium available for the Employee. The Employee shall coordinate this benefit with Medicare coverage at age 65, in addition, the employee shall coordinate this benefit with any subsequent employer's health benefit coverage offered. The District may change the retiree medical plan provider or modify coverage if Employee is treated no worse than other retired employees.

(g) Social Security – The District participates in Social Security. The Employee shall pay his benefit share currently set at 6.2% of salary in accordance with Social Security Administration Policy and law.

(h) Holidays – Employee receives those holidays observed by the District, which are currently twelve (12) days per year. The District may change or modify holidays if Employee is treated no worse than other employees.

(i) Vacation – Upon employment, Employee will be credited with 135 hours (15 days) of vacation leave for the first year. Employee will accrue an additional 15.75 hours per year cumulatively during years 2 through 5, not to exceed 198 hours (22 days) per year after 5 years. Maximum total accrual in Employee vacation leave account will be 311 hours. Effective July 6, 2024, Employee shall cash out 120 hours of accrued vacation leave to be included on the next feasible paycheck following execution of this amendment. Beginning in November 2023, Employee shall have the option to cash out up to 40 hours of accrued vacation leave in November of each year, provided 80 hours of vacation or management leave time has been used as time off during the preceding 12 months. Pursuant to IRS regulations, a non-revocable election must be made prior to December 31 of the preceding year for cash out at the conclusion of the calendar year.

(j) Sick Leave – On January 14, 2013, Employee was credited with 45 hours (5 days) of sick leave. Thereafter, sick leave accrued at 8 hours per month with a cap of 96 hours per year. Maximum accrual in Employee

sick leave account is 311 hours. Employee may cash out sick leave in excess of 215 hours up to twice annually.

(k) Management Leave – Effective October 2, 2021, Employee shall receive 88 hours of 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. For fiscal year 2021-2022 only, the 88 hours of management leave shall be granted on November 1, 2021. At the end of each fiscal year the following shall occur:

All management leave must be used; or

Employee may sell back up to 60 hours of unused management leave, provided he has used 80 hours of vacation and/or management leave within the fiscal year ending June 30; and

In lieu of forfeiture, the employee may donate any unused management leave to the Catastrophic Leave Bank.

(l) Bereavement Leave – Employee may receive up to 27 hours per year of bereavement leave for death of an immediate family member.

(m) Jury Service – Employee shall be compensated up to 40 hours per year for jury service.

(n) Short & Long-Term Disability – Employee may receive continuation of two-thirds of salary, up to a maximum of \$10,600 per month for absences, which qualify under disability plans of the District. Such leave time may be coordinated with accrued sick leave or vacation time, as may be available. The District may change the short and long-term disability plan provider or modify coverage if Employee is treated no worse than other employees.

(o) Deferred Compensation Plan – Employee may receive up to a 3% match of base salary into a 401(a) plan offered to employees.

(p) District Vehicle – Employee is provided a vehicle for work and commuting. Employee shall follow rules governing the use of the vehicle.”

Section 4. Other.

Except as provided herein, the Original Agreement and prior amendments are affirmed.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the date first above written.

APPROVED:

By: 
David W. Pedersen, General Manager

Dated: 06/18/24

APPROVED:

By: 
Jay Lewitt, President

Dated: 6/18/24

ATTEST:


By: 

Gary Burns, Secretary

Dated: 6/18/2024

(Seal)

APPROVED AS TO FORM:

By: 

W. Keith Lemieux, District Counsel

Dated: 6/18/24