

## MEMORANDUM OF UNDERSTANDING

### OFFICE UNIT

January 1, 2009 – December 31, 2009

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## MEMORANDUM OF UNDERSTANDING

### OFFICE UNIT

#### ARTICLE 1 - RECOGNITION

- 1.1 Pursuant to the provisions of the Employee Relations Ordinance of Las Virgenes Municipal Water District, and applicable State Law, Las Virgenes Municipal Water District Office 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 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.
- 1.2 Management hereby recognizes SEIU Local 721, (hereinafter "Union") as the certified exclusive representative of the employees in said Unit.
- 1.3 The term "employee(s)" as used herein shall refer only to employees employed by District in said Unit in the employee classifications comprising said Unit as listed on Appendix A.

#### ARTICLE 2 - TERM

- 2.1 The provisions of this Agreement shall commence on 1 January 2009, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on 31 December 2009.

#### ARTICLE 3 - RENEGOTIATIONS

- 3.1 Successor Agreement: If either party hereto wants to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from 1 August to 1 September of the last full calendar year in the term of this Agreement, its written request to calendar year in the term of this Agreement, its written request to commence negotiations as well as its written proposal for such successor Agreement. Negotiations shall begin thereafter within, but no later than, thirty (30) days from the date of receipt of the aforementioned notice and proposals.

#### ARTICLE 4 - FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 4.1 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and any prior or existing understanding or agreements, whether formal or informal, regarding such matters are superseded and terminated.
- 4.2 Management will continue to administer the formal and informal terms and conditions of employment in a reasonable manner.
- 4.3 The Union 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.
- 4.4 During the term of this Agreement, neither the District nor the Union shall be obligated to Meet and Confer on any matter:
- a. Whether or not specifically referred to in this Agreement;
  - b. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
  - c. Whether or not the matters were proposed and later withdrawn during negotiations.
- 4.5 No change to this Agreement will be binding upon either party unless made in writing and signed by the parties.
- 4.6 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 5 - PROVISIONS OF LAW**

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

#### **ARTICLE 6 - CLASSIFIED POSITIONS**

- 6.1 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.

#### **ARTICLE 7 - POSITION AND SALARY RANGE**

- 7.1 The "Basic 5-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.
- 7.2 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.
- 7.3 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.
- 7.4 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 or Division Head, provided that there is a budgeted position open at the higher level. Completion of five steps at the trainee level will not usually be required.
- 7.5 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 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.
- 7.6 An accelerated salary step increase may be granted upon recommendation of a Division or Department Head and approval of the General Manager.
- 7.7 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.
- 7.8 If an employee feels that the performance review is unfair, he/she may take the following steps in the order listed:
- a. Present a written report to his/her immediate supervisor, detailing the reasons for each point of disagreement, and requesting further discussion with him/her and his/her Division or Department Head.
  - b. If the questions cannot be resolved by "a" above, request a conference including the General Manager to review the areas of disagreement.
- 7.9 The General Manager will submit annually to the Board of Directors a list of classified positions required on the District's Staff for the following fiscal year, and will hire or retain such employees as are authorized by the Board. In the event a higher classified position is provided for, but cannot immediately be filled, the General Manager may, in his discretion, employ one or more persons in lower classifications, so long as the total salary budget is not exceeded. Persons so employed will be considered for promotion to a higher position at such times as their Supervisor and Department Head evaluate the employee's qualifications, and make appropriate recommendation to the General Manager.
- 7.10 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, and includes an entire pay period, in which case each pay period so included will be compensated at five percent 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 performing significant duties and functions of the higher classification.
- 7.11 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.

7.12 Salary Chart

Salary Charts of positions and Salary Levels as approved for 2009 are provided separately as Appendices A and B following the MOU.

7.13 Salary Increases

- a. Effective the first day of the pay period starting closest to 1 January 2009, there shall be an across-the-board salary increase of 2.0%.
- b. Effective the first day of the pay period starting closest to 1 July 2009, there shall be an across-the-board salary increase of 2.0%.

**ARTICLE 8 - PROBATIONARY PERIOD**

- 8.1 As part of the hiring and promotion procedure, a probation period is applicable. Except as provided in Section 7.5, 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 9 - PAY DAYS**

- 9.1 Pay checks shall be issued bi-weekly no later than Wednesday, for the two immediately preceding work weeks.
- 9.2 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.
- 9.3 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 10 - OVERTIME**

- 10.1 Work in excess of 40 hours in any one week as defined in Article 15, Hours of Work, other than Standby Duty as defined in Article 12, Standby Time, constitutes overtime, and may be permitted only upon advance approval of a department or division head. All paid time off, except sick leave, will be considered time worked for purposes of this section.
- 10.2 All Office 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.
- 10.3 Overtime, as defined at 10.1 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 a current credit of sixty (60) hours. If an employee reduces the CTO bank below 60 hours, then he/she may opt for CTO for future overtime worked until he/she again reaches the 60 hour limit.
- 10.4 In cases of emergency, an employee may be ordered to work overtime by any supervisor responsible for the conduct of emergency work.
- 10.5 Overtime work shall be credited to the nearest tenth of an hour.
- 10.6 Overtime work shall be entitled to additional compensation as outlined below.

**ARTICLE 11 - USE OF COMPENSATORY TIME OFF (CTO)**

- 11.1 An employee may use CTO to take time off with advance approval of his/her supervisor.
- 11.2 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 12 - STANDBY TIME**

- 12.1 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.
- 12.2 An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out. The parties agree that employees on Standby Time, as defined above, are "waiting to be engaged."
- 12.3 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.
- 12.4 Employees available for call-out while on Standby will be compensated at the rate of \$2.70 per hour for all hours except those hours compensated as work hours. The increase in the standby rate shall be effective on the first day of the pay period closest to 1 January of each year with an increase.

**ARTICLE 13 - EMERGENCY CALL-OUT**

- 13.1 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.
- 13.2 Employees who are called back shall receive a minimum of two (2) hours 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.
- 13.3 Work that immediately precedes or follows the regularly assigned duty-shift will be considered as an extension of the work day and no minimum will apply, and compensation will be at the regular rate unless the employee has worked 40 hours that week. A scheduled return to work with prior notice to the employee does not qualify as a Call-out under this section.

**ARTICLE 14 - COMPUTER CALL OUT**

- 14.1 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.
- 14.2 In such a case, the employee shall receive a minimum of one (1) hour 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.

**ARTICLE 15 - HOURS OF WORK**

- 15.1 A week will be considered as a seven-day period commencing at 12:00 p.m. on Friday and ending at 11:59 a.m. the next succeeding Friday, with regular work periods as follows:
- 15.2 Monday through Thursday, the regular work shift is 7:30 a.m. to 5:00 p.m. with the exception of a one-half hour lunch period.
- 15.3 Friday, the regular work shift is 8:00 a.m. to 5:00 p.m. with the exception of a one hour lunch period.

15.4 Work shifts other than described above may be established with the approval of the General Manager.

**ARTICLE 16 - REST PERIODS**

Rest periods will be scheduled in accordance with applicable labor laws. The time of each employee's rest period will be determined by his/her supervisor. Present practice provides for up to 15-minute rest periods during each 4-hour work period.

**ARTICLE 17 - HOLIDAYS**

17.1 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.  | Thanksgiving Day              | November (The day of Thanksgiving as proclaimed by the State of California) |
| 8.  | Day after Thanksgiving        | November (as above)   |
| 9.  | Day before Christmas Day      | 24 December   |
| 10. | Christmas Day                 | 25 December   |
| 11. | Day before New Year's Day     | 31 December   |

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 Employees working 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 18 - VACATION LEAVE**

18.1 Seniority governs in vacation choice for the current year's vacation. Subject to approval of the Department or Division Head of the vacation selected, employees will be granted vacation leave with pay.

18.2 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	3.69	96 hours
4-5-6	4.00	104 hours
7-8-9	4.31	112 hours
10-11-12	4.62	120 hours
13-14-15	4.92	128 hours
16-17-18	5.23	136 hours
19-20-21	5.54	144 hours
22-23-24	5.85	152 hours
25 >	6.15	160 hours

- 18.3 The maximum number of vacation hours that may be earned in any year is 160 hours.
- 18.4 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.
- 18.5 No more than 288 hours will be permitted to accrue in an employee's Leave Account.
- 18.6 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.
- 18.7 Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- 18.8 When an employee leaves the District, he/she will be paid for accrued unused vacation at his/her then current rate of pay.
- 18.9 When computing the amount of vacation leave accrual, holidays, week-ends, paid vacation time and paid sick leave will be included as continuous service.
- 18.10 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.
- 18.11 The smallest unit of vacation leave granted will be one hour. The supervisor will either approve or disapprove the request prior to the employee actually taking the time off.

**ARTICLE 19 - OUTSIDE EMPLOYMENT**

- 19.1 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 D.
- 19.2 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
- 19.3 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 19.2 above.

**ARTICLE 20 - SICK LEAVE**

- 20.1 All full-time, regular employees shall accrue sick leave with pay under the following conditions:
- 20.2 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 pro-rated basis.

- 20.3 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
  - e. "Immediate family" is designated as the spouse, child, parent, sibling or grandparent of the employee or employee's spouse.
- 20.4 Sick leave will be cumulative, without limit as to time, 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.
- 20.5 The amount of sick leave time an employee is entitled to is computed to include weekends, holidays, paid vacation time and paid sick leave, as continuous service.
- 20.6 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.
- 20.7 The smallest unit in granting sick leave will be one-half hour.
- 20.8 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, Department/Division Head, a statement must be obtained by the employee from the employee's doctor stating: (a) that the employee should not have worked during the period of absence; and (b) that the employee is now able to return to work.
- 20.9 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 21 - SICK LEAVE PAYMENT**

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

21.1 Alternative #1:

An 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 period of December 1 to November 30 of the past year.

If each of these conditions is met, the employee may receive pay at his/her base rate for 32 hours of unused sick leave. The 32 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accumulation.

If the employee chooses payment, then the remaining unused and unpaid sick leave shall be added to the employee's sick leave accumulation balance.

21.2 Alternative #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 between December 1 and November 30 of the past year.

If each of the conditions is met, the employee may receive pay at his/her base rate for 48

hours of unused sick leave. The 48 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accumulation.

If the employee chooses payment, then the remaining unused and unpaid sick leave shall be added to the employee's sick leave accumulation balance.

- 21.3 An employee who leaves the District through voluntary termination, retirement 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-five (25) years of service.
- 21.4 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-five (25) 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 22 - BEREAVEMENT LEAVE**

- 22.1 An employee may have up to twenty-seven (27) hours paid leave to attend the funeral of a member of the employee's immediate family. "Immediate family" is designated as the spouse, child, parent, sibling, 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 20.3 (d) above.

## **ARTICLE 23 - MILITARY LEAVE**

- 22.2 A leave of absence without pay may be granted to full-time, regular employees. The current federal reference is 38 U.S.C. 2021 et seq.

## **ARTICLE 24 - MILITARY RESERVE DUTY**

- 24.1 A full-time, regular employee will be paid his/her regular salary for the period of time he/she is on military reserve duty, less the amount he/she receives for such service, up to a maximum of eighty hours per calendar year.

## **ARTICLE 25 - JURY DUTY**

- 25.1 A full-time, regular employee will be paid his/her regular salary for up to 40 hours, 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. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

## **ARTICLE 26 - PREGNANCY LEAVE**

- 26.1 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.
- 26.2 Pregnancy leaves 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.
- 26.3 An employee who is granted a pregnancy 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 using paid time off to cover her absence.
- 26.4 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. Without notification to the District, the employee will be considered to have voluntarily resigned.
- 26.5 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. 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.
- 26.6 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.
- 26.7 An employee whose pregnancy-related disability extends beyond four (4) months may apply for a medical leave without pay as provided in Article 29.

## **ARTICLE 27 - PARENTAL LEAVE**

- 27.1 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.
- 27.2 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 28 - FAMILY AND MEDICAL LEAVE**

- 28.1 The District will provide family and medical leave for an employee as required by State and Federal Law.
- 28.2 For purposes of this Article, employee shall mean an employee who has at least one (1) year (52 weeks) of service with the District and at least 1250 hours active service in the past year.

- 28.3 The following provisions set forth certain of the rights and obligations with respect to family and medical leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor Regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA) (Government Code 12945.2).
- 28.4 Unless otherwise provided by this Article, "Leave" under this Article shall mean leave pursuant to the FMLA and CFRA.
- 28.5 An employee is entitled to a total of 12 workweeks of leave during any 12-month period. The 12-month period for calculating leave entitlement will be a 12-month period measured forward from the date the family leave was first taken.
- 28.6 An employee's leave for the birth or placement of a child for adoption or foster care must be completed 12 months after the birth or placement.
- 28.7 An employee shall provide at least 30 calendar days written advance notice for foreseeable events. For events which are unforeseeable 30 days in advance, the employee shall notify the District as soon as the employee learns of the need for the leave, but not later than five working days from learning of the event.
- 28.8 When the 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.
- 28.9 When the leave is due to the job related health condition of the employee, the employee may utilize the option provided at Section 28.4. If the employee chooses to exercise such option, the exhaustion of the sick leave shall run concurrently with the leave.
- 28.10 Effective with leave taken November 1, 1995 or after, 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.
- 28.11 If an employee takes paid leave without requesting family leave, within two days of the employee's return to work and advisement of the District concerning the purpose of the paid leave, the District shall make a determination as to whether the paid leave shall be considered family leave.
- 28.12 The District shall maintain coverage under any group health plan for the duration of the leave at the level and under conditions that would have been provided had the employee been working. However, the District shall not maintain such group health plan coverage for such employee for more than 12 weeks within a 12-month period commencing with the start of the leave.
- 28.13 An employee has the right to reinstatement to the same or a comparable position unless the employee is exempted from such right under the provisions of the FMLA or CFRA.
- 28.13 Any alleged failure to comply with the statutory requirement of the FMLA and CFRA Acts shall be resolved through the dispute resolution process contained in the applicable law.

## **ARTICLE 29 - LEAVE WITHOUT PAY**

- 29.1 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 32.6; military leave, per Article 23; pregnancy leave, per Article 26.7; parental leave, per Article 27; and family and medical leave, per Article 28. 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 30 - RETIREMENT PROGRAM**

- 30.1 Salaried employees of the District are covered under the retirement program of the State of California. The District amended its contract with the Public Employees' Retirement System to provide the 2% at 55-benefit formula (Government Code Section 21251.132). The contract amendment was effective in 2001.
- 30.2 The District also amended its contract with the Public Employees' Retirement System to provide Full Formula Cal PERS coverage for past and future service of its employees. This is Government Code Section 20515. The contract amendment was effective in 2001.
- 30.3 The District contributes as the employer's contribution a percentage of each employee's annual basic salary toward retirement.
- 30.4 The 7% employee's contribution will be paid by the employer to P.E.R.S. Effective February 2001, such payment by the employer shall be reported to PERS as Special Compensation.
- 30.5 **Eligibility**  
Employees are eligible to retire at 50 provided they have been covered by the Retirement Fund for a period of five (5) years, but benefits are reduced proportionately. Normal age for retirement is 60. Employees may work beyond 70 years of age upon certification of physical fitness.
- 30.6 **Retirement Benefits**  
Benefits at retirement are based on the benefit factor, number of years of service, age at retirement and salary prior to retirement.
- 30.7 **Death Benefits**  
Death benefits are a lump sum amount equal to one month's salary for each year worked. The maximum amount will be six months salary based on at least six years worked. This is in addition to the employee's contributions, which would be paid to his/her heirs with interest.
- 30.8 **Disposition of Employee Contributions at Termination**  
If any employee terminates employment with the District before retirement, his/her contributions plus accrued interest may be refunded upon application to the Public Employees Retirement System. Employees who expect to commence employment with another PERS-covered agency are not permitted by PERS to withdraw their contributions. Refunds, when made, are mailed directly to the employee's home. Contributions may be left on deposit until normal retirement age is reached if the employee has a vested interest; i.e., 5 years' service. (Additional details are available in the P.E.R.S. brochures in the Human Resources Office.)

## **ARTICLE 31 - DEFERRED COMPENSATION PLAN**

- 31.1 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.
- 31.2 Participation in the Plan commences in the month following sign-up for new employees.

## ARTICLE 32 - HEALTH INSURANCE

### 32.1 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. Notwithstanding the foregoing, the parties agree to switch from the Kaiser Direct Plan to the Kaiser Plan offered by ACWA. Such change shall be offered during the 2008 open enrollment period and shall be effective 1 January 2009.

32.2 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.

### 32.3 District Contribution

The District's maximum contribution shall be 98% of the Blue Cross Classic (PPO) Employee Plus Two (Example - in 2008, the cost of this premium is \$1,187.03 so the District contribution is \$1,163.29). This formula shall sunset on the last day of this Agreement and shall not be applied in 2010 unless the parties agree in writing to such application. Unless there is a written agreement to do otherwise, the District's dollar contribution shall remain at the amount in effect on 31 December 2009.

### 32.4 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 Union.

### 32.5 Eligibility

The employee, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; 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.

### 32.6 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.

32.7 If the parties change plans or providers pursuant to Section 32.1 above, there shall be no change to the level of health insurance benefits provided for District retirees.

32.8 a. Notwithstanding Section 32.7 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 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 further agree that employees hired after March 31, 2006, shall receive a retiree medical contribution in the amount of 75% of the PPO rate if the employee retires with at least 10 years of District service and are age 55 or older at retirement.

### **ARTICLE 33 - LIFE INSURANCE**

- 33.1 Life insurance in the amount of \$50,000 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. Those not applying within thirty (30) days will be required to provide medical evidence of insurability.
- 33.2 Optional life insurance is available to regular, full-time employees at the employee's expense. Contact Human Resources for details.

### **ARTICLE 34 - DENTAL INSURANCE**

- 34.1 The District provides dental insurance for regular, full-time employees, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; 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.
- 34.2 The District shall provide orthodontia for the employee and dependents to a lifetime maximum of \$2,000.00.

### **ARTICLE 35 - LONG-TERM DISABILITY INSURANCE**

- 35.1 The District provides long-term disability insurance for each employee.
- 35.2 Coverage commences after the employee has completed one month of continuous employment with the District and upon submission of an application for membership. Details regarding coverage are available in the Human Resource Office.
- 35.3 An employee eligible for long term disability benefits shall use available sick leave to cover time off during the long term disability 30 calendar day elimination period. After the elimination period, an employee has the option of using the balance of his/her sick leave or vacation leave to coordinate with long term disability payments. Coordinated payments shall not exceed the employee's regular gross income.
- 35.4 The monthly benefit for a disability as defined in the plan will be two-thirds of the employee's monthly base pay up to a maximum of \$3,110.

### **ARTICLE 36 - VISION CARE**

- 36.1 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 under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; 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 37 - ON THE JOB INJURY**

37.1 In the case of on-the-job injuries, the employee may, at his/her option, apply accrued sick leave on a pro-rated basis to supplement his/her entitlement from the Worker's Compensation Insurance Fund. The employee may thus receive from the District a check equal to his/her regular paycheck less the amount of his/her check from the Worker's Compensation Insurance Fund.

### **ARTICLE 38 - CERTIFICATION PROGRAM**

- 38.1 Employees of the District are required to meet all certification requirements for their position.
- 38.2 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.
- 38.3 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.
- 38.4 Employees in the Maintenance Division shall obtain the appropriate certifications as issued by the California Water Environment Association and American Water Works Association.
- 38.5 The District will pay the initial examination fee, license fees and renewals for certificates required of employees.
- 38.6 Any employee who does not maintain his or her required certification shall be terminated when the required certification expires.
- 38.7 The District shall provide incentive pay as set forth in Appendix C for employees who attain State certification above their required certification.

### **ARTICLE 39 - ATTENDANCE AT CLASSES**

39.1 The General Manager may authorize attendance of employees at classes at District expense where the direct benefit to the District warrants. 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 40 - PHYSICAL EXAMINATION**

- 40.1 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.
- 40.2 Physical examinations required for any license required by the District will be paid by the District.

### **ARTICLE 41 - CREDIT UNION**

41.1 Membership is available in credit unions which may be paid through payroll deductions. For

details on loans and savings accounts refer to brochures provided by the credit unions, in the Human Resource Office.

#### **ARTICLE 42 - OFFICIAL IDENTIFICATION**

- 42.1 Employees are required to carry or wear identification cards in accordance with Sec. 12002 of the District's Ordinance No. 2-70-31.
- 42.2 Each Supervisor will be responsible for scheduling time for each new employee to obtain such identification.
- 42.3 Employees are required to carry identification cards which are issued by the company supplying the burglary protection system.
- 42.4 Uniforms will be furnished by the District to provide an attractive District image to the public, and to supply an easy means of identification.
- 42.5 Uniforms supplied by the District shall be worn by employees while at work.

#### **ARTICLE 43 - UNIFORMS**

- 43.1 The parties met and decided what kind and how many hats shall be designated as District uniform hats.
- 43.2 The resulting hat or hats shall be paid for by the District and shall be the only hat that may be worn while on duty.
- 43.3 The hats, as part of the District uniform, shall be provided by the District at no charge. Wearing a hat is voluntary. But if an employee wears a hat while on duty, it shall be a uniform hat.
- 43.4 Effective 1 September 1999, T-shirts are no longer a part of the District uniform.

#### **ARTICLE 44 - PEACEFUL PERFORMANCE**

- 44.1 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.
- 44.2 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, 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.
- 44.3 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.
- 44.4 In the event of any such work-stoppage during the term of this MOU, whether by, UNION or by any member of the bargaining unit, UNION, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement 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.
- 44.5 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.

- 44.6 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 45 - EMPLOYEE RIGHTS**

- 45.1 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 46 - DISTRICT RIGHTS**

- 46.1 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 47 - DUES DEDUCTION**

- 47.1 District agrees to deduct and remit to the Union all authorized dues deductions from Union members who have signed an approved authorization card or cards for such deductions in the form provided.
- 47.2 District will promptly remit membership fees deducted to Union, together with a list of employees who have had said fees deducted.

#### **ARTICLE 48 - AGENCY SHOP**

- 48.1 It is the intent of the parties that a modified agency shop shall be implemented effective February 1, 2001. By this the parties mean that current employees have the option of choosing to be a member of the union. If a current employee so chooses, then that employee shall remain a member of the union for the duration of this Agreement as provided in. An employee hired on or after the effective date of this Article, as an Article 49, Maintenance of Membership condition of employment, shall either become a member of the union or shall pay an agency fee as provided below. If the employee becomes a union member, then that employee shall remain a member of the union for the duration of this Agreement as provided in Article 49, Maintenance of Membership.
- 48.2 An employee who is hired on or after February 1, 2001, within 30 days of their hire date, must either become a member of UNION and pay dues pursuant to Article 47 above or pay a monthly service fee equal to UNION dues, less non-chargeable costs as defined by statutory or case law. After 30 days of their hire date, the District will automatically deduct from non-members all service fees payable pursuant to this section.

48.3 Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee to UNION. Such employee, however, shall be required to pay a monthly sum equal to the service fee to one of the charitable organizations listed below in Section 48.4. Such payment shall be in the same manner and the same time as provided above at Section 48.2. Such charitable contributions shall be made for the duration of employment or until the employee becomes a UNION member or pays the service fee.

The parties agree that UNION shall have the sole right and responsibility to administer this Section of the Agreement. UNION shall develop and publicize the procedure an employee must follow to be recognized as a conscientious objector.

Such procedure shall include at least the following:

- the information that must be submitted
- the form in which the information must be submitted
- to whom the information must be submitted
- when the information must be submitted
- when a response shall be given
- an appeal process

48.4 Charitable Organizations:

- 1) Special Olympics
- 2) City of Hope
- 3) American Cancer Society

48.5 UNION shall keep an adequate itemized record of its financial transactions and shall make such record available annually to the District as required by Government Code Section 3502.5 or its amendments.

48.6 In a timely fashion, UNION shall adopt, implement and maintain constitutionally acceptable procedures to enable non-member service fee payers to meaningfully challenge the propriety of the uses to which service fees are put. The procedures shall be as defined by statutory or case law.

48.7 The District will promptly remit such fees, dues and assessments to UNION together with a list of affected employees.

48.8 When an employee does not have sufficient funds to provide for payment of service fees, UNION shall be responsible for collection from the employee.

48.9 UNION shall submit annual financial reports to the District and Unit employees to the extent required by Government Code Section 3502.5 or its amendments.

48.10 UNION and the District agree that the District is not to be a party to any dispute that arises out of the administration of Article 48, Agency Shop. Specially, UNION shall indemnify and save harmless the District, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Section.

## **ARTICLE 49 - MAINTENANCE OF MEMBERSHIP**

49.1 Employees who are on payroll deduction for Union dues on the effective date of this Agreement, and employees who begin payroll deduction for Union dues during the Term of this Agreement, shall continue such dues deduction until 31 December of the last year of this Agreement.

49.2 An employee who wants to discontinue such dues deduction may do so only between 1 November and 1 December of the last year of this Agreement. Such dues shall be discontinued effective 1 January of the following year. To discontinue dues deduction

- during this time period, the employee shall give written notification to both the Union and the District.
- 49.3 Union shall indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this article.
- 49.4 In any case where any employee does not have sufficient funds to provide for payment of authorized dues, the Union shall be responsible for collection from the employee.
- 49.5 The Union shall submit annual financial reports to the District and Unit employees as required by Government Code Section 3502.5 or its amendments.

## **ARTICLE 50 - GRIEVANCE PROCEDURE**

- 50.1 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 an initial or renewed Memorandum of Understanding does not constitute a grievance.
- 50.2 Step No. 1: Informal Discussion with Supervisor:
- a. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate supervisor within 7 calendar days from the date of the action causing the grievance. The immediate supervisor shall respond within 7 calendar days. Every effort shall be made to resolve the grievance between the employee and his/her immediate supervisor.
  - 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 or Division Head within 7 calendar days after receipt of the immediate supervisor's response.
- 50.3 Step No. 2: Review by Department or Division Head:
- a. Within 7 calendar days after receiving the written grievance, the Department or Division Head shall meet with all parties concerned, and they shall thoroughly discuss the grievance.
  - b. The Department or Division Head shall give his/her written decision within 7 calendar days after the discussion.
- 50.4 Step No. 3: Review by General Manager:
- a. If the grievance has not been satisfactorily resolved by the Department or Division Head, the grievance may be submitted to the General Manager within 7 calendar days. Within 7 calendar days after receiving the written grievance, the General Manager shall meet with all parties concerned, and they shall thoroughly discuss the grievance.
  - b. 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.
- 50.5 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.
- 50.6 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 or Division

Head, or General Manager, fails to respond within the time limits specified.

## **ARTICLE 51 - STEWARDS PROGRAM**

- 51.1 The Office Unit's representative, **UNION**, may appoint three (3) 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 a written list of employees who have been selected as stewards, and this list shall be kept current by union.
- 51.2 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.
- 51.3 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.
- 51.4 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.
- 51.5 A steward shall not log compensatory time or overtime for the time spent performing any function of a steward.
- 51.6 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 Office Unit and the District.
- 51.7 A shop steward's representation program has been established on a trial basis with the understanding that it will be discontinued immediately upon evidence that the net effect of such program is to reduce productivity.

## **ARTICLE 52 - EXPECTED PERFORMANCE**

Each District employee is expected to:

- 52.1 Perform his/her job assignments accurately, thoroughly, safely, and efficiently, commensurate with his/her experience.
- 52.2 Work in harmony with his/her supervisor and fellow employees.
- 52.3 Carry out proper orders and instructions to the best of his/her ability.
- 52.4 Be on the job, ready to begin work, at the appointed time. Unexcused absence in excess of three days will be considered as a resignation without notice by the employee.
- 52.5 Call his/her immediate superior, or have him/her called, if at all possible prior to the time scheduled to begin work, in the event he/she will be late or absent. Water and Engineering personnel should call 818 251-2100 and Sanitation personnel should call 818 251-2300.
- 52.6 Not use District facilities or time during which he/she is being paid by the District, on personal projects.
- 52.7 Refrain from activities or personal conduct on the job that would cast discredit on the District, its Management, or employees.

## **ARTICLE 53 - SUPERVISORS CONFERENCE**

- 53.1 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 54 - REPRIMANDS**

- 54.1 In the event that the Supervisor's consultation with an employee as provided above in Article 53, 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.
- 54.2 The Supervisor shall submit the reprimand to his/her Department or Division Head, who will set up a meeting with the employee and the Supervisor to review the charges and obtain the employee's side of the problem.
- 54.3 The Division or Department Head will summarize the findings of the meeting and present his/her ruling in writing to the employee.
- 54.4 The employee will then have the right to submit a rebuttal which shall be attached to the reprimand in the employee's personnel file.
- 54.5 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 punitive action.

## **ARTICLE 55 - PUNITIVE ACTIONS**

- 55.1 Punitive actions may be taken with the approval of the General Manager, upon the recommendation of the Department or Division Head, in those cases where the Department or Division Head feels that the severity or frequency of the employee's actions warrants, or the employee has failed to alter his/her conduct satisfactorily, after a conference or reprimand.
- 55.2 The severity of punitive actions will be determined on a case-by-case basis, taking into consideration the employee's previous history, and the severity of the current problem.
- 55.3 Such punitive actions may be suspension without pay for an appropriate period or dismissal.

## **ARTICLE 56 - DISMISSAL**

- 56.1 Upon dismissal, District employees are eligible to collect accrued vacation pay, as provided herein, and may apply for the refund of their own retirement contributions with interest, as also provided herein.
- 56.2 The General Manager may, if it appears warranted as a result of satisfactory District employment prior to the problem developing which resulted in dismissal, award the employee up to two weeks severance pay.

## **ARTICLE 57 – SEPARATION FROM THE DISTRICT**



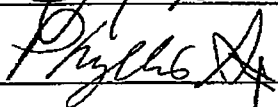

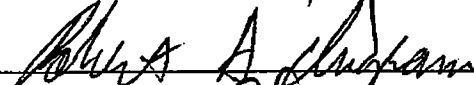
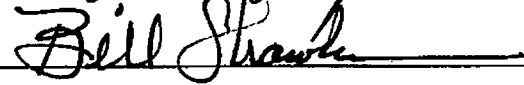
- 57.1 An employee resigning or leaving work without two weeks notice will be considered discharged insofar as the application of these rules and regulations is concerned.
- 57.2 Resignations will be effective upon the last day worked, and payment made at that time for any accrued vacation leave.
- 57.3 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 58 - LAY-OFFS**


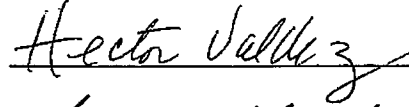

- 58.1 In the event the work load of the District decreases to the point where lay-off of otherwise satisfactory employees is required, lay-offs within each classification will be on the basis of merit, as determined by the average of his/her performance reports for his/her current classification, and will be subject to two weeks notice, or severance pay, at the discretion of the employee.
- 58.2 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.

**ARTICLE 59- SIGNATURES**

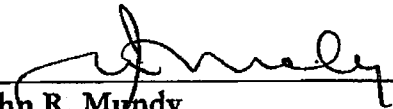
For SEIU, Local 721:

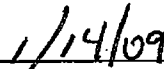
  
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For Las Virgenes MWD


  
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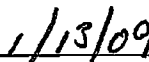
Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes Municipal Water District Board of Directors, at their meeting of December 9, 2008.

  
\_\_\_\_\_  
John R. Mundy  
General Manager

  
\_\_\_\_\_  
Date

Approval as to form:

  
\_\_\_\_\_  
Wayne K. Lemieux  
Legal Counsel

  
\_\_\_\_\_  
Date

APPENDIX A

LVMWD  
Office Unit Salary Table - January 2009

<b>Classification</b>	<b>Range</b>	<b>Step A</b>	<b>Step E</b>
Account Clerk I	16	\$19.127	\$23.694
Account Clerk II	27	\$21.339	\$26.435
Accounting Technician	40	\$24.288	\$30.086
Senior Buyer	66	\$31.456	\$38.969
Communications & Media Coord.	52	\$27.366	\$33.901
Computer Support Specialist	52	\$27.366	\$33.901
Cust. Serv.-Pub. Outreach Asst.	29	\$21.769	\$26.966
Customer Service Rep.	29	\$21.769	\$26.966
Drafting Technician I	43	\$25.023	\$30.998
GIS Technician	54	\$27.916	\$34.582
Planning & New Dev Tech	54	\$27.916	\$34.582
Secretary	36	\$23.339	\$28.912
Senior Account Clerk	33	\$22.652	\$28.062
Senior Accounting Tech.	49	\$26.562	\$32.905
Receptionist/Office Assistant	18	\$19.511	\$24.171

**APPENDIX B**

**LVMWD  
Office Unit Salary Table – July 2009**

<b>Classification</b>	<b>Range</b>	<b>Step A</b>	<b>Step E</b>
Account Clerk I	16	\$19.510	\$24.168
Account Clerk II	27	\$21.766	\$26.964
Accounting Technician	40	\$24.774	\$30.688
Senior Buyer	66	\$32.086	\$39.749
Communications & Media Coord.	52	\$27.914	\$34.580
Computer Support Specialist	52	\$27.914	\$34.580
Cust. Serv.-Pub. Outreach Asst.	29	\$22.205	\$27.506
Customer Service Rep.	29	\$22.205	\$27.506
Drafting Technician I	43	\$25.524	\$31.618
GIS Technician	54	\$28.475	\$35.274
Planning & New Dev Tech	54	\$28.475	\$35.274
Secretary	36	\$23.806	\$29.491
Senior Account Clerk	33	\$23.106	\$28.624
Senior Accounting Tech.	49	\$27.094	\$33.564
Receptionist/Office Assistant	18	\$19.902	\$24.655

## 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*

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

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

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

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

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

#### *Amount of Additional Pay*

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

- Water treatment, water distribution and wastewater certification

- Professional registration as a civil engineer
- License as certified public accountant.

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

### *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.



Las Virgenes Municipal Water District  
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