

CONFIRMATION OF UNDERSTANDING
2021-2026

CONFIRMATION OF UNDERSTANDING
BETWEEN
WESTERN MUNICIPAL WATER DISTRICT
AND
MANAGEMENT / PROFESSIONAL /
CONFIDENTIAL EMPLOYEES
(“MANAGEMENT TEAM”)

2021-2026

CONFIRMATION OF UNDERSTANDING
2021-2026

Table of Contents

ARTICLE I - PURPOSE OF CONFIRMATION OF UNDERSTANDING 3

ARTICLE II - CONDITIONS OF EMPLOYMENT 3

ARTICLE III - HARASSMENT 4

ARTICLE IV - EMPLOYEE STATUS 4

ARTICLE V - PAYROLL DEDUCTIONS 5

ARTICLE VI - TIME OF PAYMENT OF SALARY OR WAGES 5

ARTICLE VII - UNAUTHORIZED AND UNEXCUSED ABSENCE 6

ARTICLE VIII - CALL TIME 6

ARTICLE IX - OVERTIME 6

ARTICLE X - EXPENSES 7

ARTICLE XI - SICK LEAVE 8

ARTICLE XII - SPECIAL LEAVE 9

ARTICLE XIII - WORKERS' COMPENSATION 10

ARTICLE XIV - BEREAVEMENT LEAVE 10

ARTICLE XV - MILITARY LEAVE 11

ARTICLE XVI - LEAVE OF ABSENCE WITHOUT PAY 11

ARTICLE XVII - VACATION 12

ARTICLE XVIII - HOLIDAYS 13

ARTICLE XIX - VOTING 14

ARTICLE XX - JURY DUTY 14

ARTICLE XXI - VOLUNTARY EDUCATION PROGRAM 15

CONFIRMATION OF UNDERSTANDING
2021-2026

ARTICLE XXII - ATTENDANCE RECORDS 15

ARTICLE XXIII - TERMINATION 15

ARTICLE XXIV - GROUP MEDICAL, DENTAL, AND VISION PLAN..... 17

ARTICLE XXV - RETIREMENT BENEFITS 19

ARTICLE XXVI - GROUP LIFE AND LONG-TERM DISABILITY INSURANCE PLANS
..... 19

ARTICLE XXVII - SHORT-TERM DISABILITY INSURANCE PLAN..... 20

ARTICLE XXVIII - LONGEVITY PAY 20

ARTICLE XXIX - UNIFORMS AND SAFETY-TOED FOOTWEAR 21

ARTICLE XXX - SOLICITATION 21

ARTICLE XXXI - GRIEVANCE PROCEDURE..... 21

ARTICLE XXXII - NO STRIKE/NO LOCKOUT CLAUSE 21

ARTICLE XXXIII - TERM, TERMINATION, AND RENEWAL 22

ARTICLE XXIV - WAGES 22

ARTICLE XXXV - ALTERNATIVE WORKWEEK AND TELECOMMUTING 23

Appendix A..... 25

Appendix B..... 27

CONFIRMATION OF UNDERSTANDING
2021-2026

**CONFIRMATION OF UNDERSTANDING
BETWEEN
WESTERN MUNICIPAL WATER DISTRICT
AND
MANAGEMENT/PROFESSIONAL/CONFIDENTIAL EMPLOYEES
("MANAGEMENT TEAM")**

ARTICLE I
PURPOSE OF CONFIRMATION OF UNDERSTANDING

The purpose of this letter is to confirm Western Municipal Water District's (hereinafter referred to as "District") understanding regarding certain terms and conditions of employment for the District's Management/Professional/Confidential Employees (hereinafter referred to as "Management Team") in the form of a written Confirmation of Understanding (COU). In reaching this understanding, both the District and the Management Team Employees agree and recognize that neither the understanding nor the discussion surrounding it should constitute or imply that the District has recognized or certified the Management Team as an appropriate bargaining unit or the exclusive representative for the Management Team Employees. The District has chosen to allow the Management Team Employees to participate in Wage and Benefit discussions. The terms and conditions of this understanding shall be applicable to Employees in those classifications set forth in Appendix A commencing July 1, 2021 and ending June 30, 2026. No modifications will be made to this COU without prior notice and without meeting with representatives of this group to allow for discussions regarding any proposed changes, however, this shall not include discussions regarding title changes or salary adjustments.

ARTICLE II
CONDITIONS OF EMPLOYMENT

All persons considered for employment with the District shall be of good character and qualified to perform the duties of the position for which they are considered. Further, all employees of the District, as public employees, are considered disaster service workers under the California Government Code and must perform disaster service duties as requested by their supervisor to assist the District in carrying out its responsibilities during times of disaster. No Employee of the District, nor any person seeking employment with the District, shall be discriminated against because of race, color, age (40 or over), national origin, ancestry, sex, religious creed, sexual orientation, gender, gender identity, gender expression, marital status, medical condition, genetic information, disability, military or veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state or local laws and ordinances. Persons offered employment with the District shall be required to furnish proof of work eligibility and identity, as required by applicable law.

CONFIRMATION OF UNDERSTANDING
2021-2026

Depending on the position applied for, the applicant will be required to:

1. Take and pass a physical examination following an offer of employment, at the expense of the District. The District reserves the right to hire only those prospective Employees who, as evidenced by the results of such physical examination, are able to perform the essential functions of the position for which they are applying, with or without reasonable accommodation;
2. Furnish evidence of a valid California Driver License and a driving record acceptable to the General Manager. The District reserves the right, as an insurance requirement, to request updates of Employee driving records directly from the Department of Motor Vehicles. Failure to maintain a driving record acceptable to the General Manager can result in termination;
3. The District agrees to comply with applicable laws.

ARTICLE III
HARASSMENT

All Employees are to be treated with dignity and respect. Sexual harassment or harassment for any reason, such as race, color, age (40 or over), national origin, ancestry, sex, religious creed, sexual orientation, gender, gender identity, gender expression, marital status, medical condition, genetic information, disability, military or veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances by another Employee or Supervisor will not be tolerated. Any Employee who condones, participates in, or initiates such harassment will be subject to appropriate disciplinary action up to and including termination.

Any incident of harassment is to immediately be reported to the General Manager, or his designee, your Supervisor, or the Human Resources Director, and it will be investigated immediately.

ARTICLE IV
EMPLOYEE STATUS

Except for employees hired into at will positions as set forth in the District's Employer-Employee Relations Resolution, a newly hired Employee has probationary status for the first six (6) months of employment. Probation may be extended for an additional three (3) months at the discretion of the District. The probationary period is an essential part of the selection process, which is used for the most effective adjustment of the new Employee and to make

CONFIRMATION OF UNDERSTANDING
2021-2026

sure that on-the-job performance meets the necessary standards. It also enables the new Employee to become thoroughly acquainted with the duties of the position.

Probationary Employees serve at the will and pleasure of the General Manager and may be terminated at any time without cause or other justification, and without right of appeal or hearing. Passing probation signifies the Employee is classified as a regular Employee but does not guarantee the job. The probationary period shall be extended for each hour an employee is on leave without pay. In situations where an employee is continuously absent for eighty (80) or more consecutive work hours due to an occupational or non-occupational injury or illness, the probationary period shall automatically extend for the duration of the leave (e.g., if an employee is absent due to an illness for two (2) months, the employee's probationary period shall automatically extend to an additional two (2) months). Such extension is in addition to the three (3) month extension provided for in this article.

ARTICLE V
PAYROLL DEDUCTIONS

The District shall deduct from each Employee's salary or wages, such amounts as may be required by law or as may be authorized by the Employee for the following purposes:

1. Income tax (withholding);
2. Employee's contribution to Social Security;
3. Employee's contribution to the Group Insurance Plans, if applicable, (medical, dental, vision, extra life and other voluntary benefits);
4. Payroll deposits to any Employee's account at any financial institution accepting ACH deposits;
5. Such other deductions as may be required by law or as may be authorized by the Board of Directors.

ARTICLE VI
TIME OF PAYMENT OF SALARY OR WAGES

The District shall pay all Employees on a bi-weekly basis. The payroll week shall start at 12:01 A.M. on Sunday and end at 12:00 midnight on Saturday. Work performed during a bi-weekly period shall be paid not later than 5:00 P.M. of the following Thursday. The equivalent hourly rates of all Employees will be calculated by dividing annual salary by 2,080, using at least 3 digits to the right of the decimal.

CONFIRMATION OF UNDERSTANDING
2021-2026

ARTICLE VII
UNAUTHORIZED AND UNEXCUSED ABSENCE

Unauthorized and unexcused absence from duty shall be without pay and will constitute grounds for disciplinary action.

ARTICLE VIII
CALL TIME

Non-exempt Employees shall be paid three (3) hours for each day at straight time rates for call time. If an Employee is called out for service during the call period, he/she will be paid at the rate of one and one-half (1-1/2) times straight time, provided he/she has worked his/her regularly scheduled shift in that day or has worked forty (40) hours of regular time during the week in which that call out occurred. Employees who are sick and miss their regular shift will not be allowed to conduct call time for that day.

While on call duty, Employees shall be given use of an Employer vehicle and all other required equipment.

Call service shall be provided for, pursuant to Administrative Procedure under the direction of the General Manager or designee. Call time may be removed or added at the discretion of the General Manager, or designee, and is not a property right.

ARTICLE IX
OVERTIME

The standard workweek for District Employees shall consist of a basic forty (40) hour week consisting of four (4) nine (9) hour days and one (1) eight (8) hour day every other week. The General Manager, or designee, may authorize employment on a different basis when required by the nature of the employment, or by the best interest of the District. (For example, a 4/10 work week, or a 5/8 work week.) Nonexempt employees will receive a memorandum setting forth the work week for purposes of overtime calculations. (For example, Employees assigned to a 9/80 schedule will have their workweek begin after four (4) hours of work have elapsed on their eight (8) hour day and end seven (7) days from that time.) Overtime shall be paid to all non-exempt Employees at a rate equivalent to one and one-half (1 1/2) times the hourly rate for work in excess of their regularly scheduled work shift, but less than twelve (12) hours, in any one day. Overtime shall be paid to all non-exempt Employees at a rate equivalent to two (2) times the hourly rate for work in excess of twelve (12) hours in any day. (The work day for purposes of overtime calculation begins at the start of the Employee's regularly scheduled shift and ends 24-hours later.)

CONFIRMATION OF UNDERSTANDING
2021-2026

The General Manager, or designee, is authorized to grant payment of salaries at the overtime rate, regardless of whether forty (40) hours has been worked, under emergency conditions. Employees may choose to take compensatory time off in lieu of pay for overtime hours. Comp time accrual is limited to a total not to exceed twenty (20) hours at any time in any fiscal year. Comp time will also be at time and one-half (1 1/2) or two (2) times the hours worked, whichever is applicable.

Hours of work in excess of the established standard workweek shall be considered as approved overtime only if the work is ordered by a Supervisor and shall conform to the current Salary Resolution provided. However, in no event shall such overtime be in violation of law. When calculating for overtime purposes whether a forty (40) hour week has been worked, holiday time shall be counted as time worked.

Each Employee shall receive administrative leave each year. The hours of administrative leave will be determined based on each Employee's exempt/nonexempt status (See Appendix A) in accordance with the following:

1. Exempt employees – Forty (40) hours of administrative leave.
2. Nonexempt employees – Thirty-two (32) hours of administrative leave.

ARTICLE X
EXPENSES

A. Traveling. All Employees of the District obligated to travel on District business in the performance of their duties shall be reimbursed the actual cost of transportation, meals, lodging, and incidentals necessarily incurred thereby, according to the current Employee Expense Reimbursement Policy adopted by the Board of Directors setting forth the District's reimbursement requirements under the accountable plan.

B. Automobile Allowance. For District insurance purposes, Employees will be allowed to use their personal vehicles on District business, if authorized by either the General Manager, or designee. In such cases, the Employee's vehicle must meet the State Financial Responsibility Law and the Employee must obey all safety rules. Use of personal vehicles will be reimbursed at the current IRS rate.

CONFIRMATION OF UNDERSTANDING
2021-2026

ARTICLE XI
SICK LEAVE

A. Definition of Sick Leave. Sick leave is an insurance or protection provided by the District, to be granted in circumstances of adversity to promote the health and well-being of the individual Employee. It is not an earned right to time off from work. Sick leave is defined as the absence of an Employee from duty due to the diagnosis, care and/or treatment of an existing health condition of, or preventative care for, the Employee.

B. Sick Leave Credits. Sick leave for at-will, probationary and regular Employees is earned from the first day of employment and credited at the rate of 3.69 hours per two-week pay period (8 hours per month). Sick leave credits shall not accrue during a medical leave, a workers' compensation leave, or a leave of absence without pay of more than twenty (20) calendar days. The Employee must actively return to work for at least fourteen (14) calendar days in order for sick leave credits to commence.

C. Maximum Cumulation. All unused sick leave shall be cumulative to a maximum of one thousand six hundred (1,600) hours.

D. Notice of Sickness. All Employee absences, regardless of the reason, shall be reported to the Employee's Supervisor or if unavailable, to any Supervisor, no later than the beginning of the shift from which the Employee will be absent. If the need for sick leave is foreseeable, the Employee must provide their immediate supervisor reasonable advance notification. Failure to report an absence in accordance with this Section may be grounds for disciplinary action and may result in denial of paid leave benefits.

E. Investigation. It shall be the responsibility and duty of each Supervisor to investigate each claim for sick leave and to approve sick leave with pay where it is determined to be proper. If sick leave for illness or injury exceeds three (3) working days, the Employee, prior to return to work, shall submit a statement of such disability from a physician, surgeon, or other person practicing a recognized healing art certified by the State of California. The statement shall certify that the Employee's illness or injury prevented him/her from performing the duties of his/her position during the period of absence, and that the Employee is released to return to work, with or without reasonable accommodation.

F. Improper Use. Evidence substantiating the unwarranted use of sick leave, instances of misrepresentation, or violation of the rules defined herein, shall be construed as grounds for dismissal or such other action as may be deemed proper and necessary by the General Manager or designee.

G. Misconduct. Sick leave with pay will not be granted for absences due to willful injury, gross negligence, intemperance, or other improper conduct on the part of the Employee.

CONFIRMATION OF UNDERSTANDING
2021-2026

H. Use of Sick Leave. Employees are eligible to use sick leave 90 calendar days after employment. Sick leave use shall be charged on the basis of the amount granted, and all sick leave granted shall be deducted from accumulated sick leave credits.

I. Sick Leave Advanced. Sick leave time may be advanced to an Employee at the discretion of, and with the approval of the General Manager or designee. Upon termination, a deduction shall be made covering the monetary value of any unearned sick leave advanced.

J. Compensation for Accrued Sick Leave.

1. An Employee who has accumulated in excess of five hundred (500) hours of sick leave may be compensated at the formula used for terminating Employees for any hours exceeding five hundred (500) hours, but not more than eighty (80) hours in any calendar year, and only once per calendar year.
2. Notwithstanding the foregoing, an Employee that completes a full calendar year of employment (January 1 to December 31) and that uses no more than eighteen (18) accrued hours of sick leave during said calendar year, may be compensated for up to forty (40) hours of accrued sick leave at the Employee's applicable rate of pay. Employees must make an irrevocable election to cash out prior to December 15. Payments under this section (2) shall be made in the following calendar year no later than May 31. Under no circumstances shall a sick leave pay out result in a balance of less than forty (40) hours.

ARTICLE XII
SPECIAL LEAVE

Special leave with pay is provided to comply with and shall be interpreted consistent with California's sick leave laws. It may be taken and charged against sick leave credits for the diagnosis, care or treatment of an existing health condition of, or preventative care for, an Employee's "Family Member," other than the Employee's own illness. The maximum number of paid sick leave hours allowed for such special leave shall not exceed forty-eight (48) hours, in a calendar year, for the Employee's "Family Member". "Family Member" for purposes of this Article, is defined as:

1. A biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

CONFIRMATION OF UNDERSTANDING
2021-2026

3. A spouse.
4. A registered domestic partner.
5. A grandparent.
6. A grandchild.
7. A sibling.

Up to 24 hours of special leave may also be used for an employee who is a victim of domestic violence, sexual assault or stalking as set forth in the California Labor Code.

Employees wishing to utilize special leave should follow the notice requirements set forth in Article XI, Section D.

ARTICLE XIII
WORKERS' COMPENSATION

A. An Employee who sustains an injury or illness entitling him/her to benefits under the Workers' Compensation Law, shall be paid the difference between their regular pay and the amount of such Workers' Compensation payments for a maximum period of ninety (90) days. If the Employee still qualifies for Workers' Compensation after this ninety (90) day period and sick leave is available, the District shall continue to pay the difference between regular pay and Workers' Compensation, using the Employee's accrued sick leave credits on a proportional basis until all credits are used.

B. The District shall pay the insurance premiums (for the longer of up to twelve (12) weeks or when the employee's leave balance is exhausted) it would otherwise pay for any Employee, as permitted under the terms of the Group Medical Plans. The Employee will continue to pay his/her portion of said premiums.

C. As with other leaves, Employees on workers' compensation leave for more than twenty (20) consecutive calendar days shall not earn sick leave or vacation credits. The Employee must actively return to work for at least fourteen (14) calendar days in order for sick leave or vacation credits to commence.

ARTICLE XIV
BEREAVEMENT LEAVE

A. An Employee shall be entitled to bereavement leave in the event of a death in the Employee's "immediate family." "Immediate family" is defined for purposes of this Article

CONFIRMATION OF UNDERSTANDING
2021-2026

as the registered domestic partner, spouse, child, parent, sister, brother, grandparent, or grandchild of the Employee or the Employee's spouse. Such bereavement leave shall be limited to three (3) days; provided, however, five (5) days shall be allowed in the case of a death that takes place more than 400 miles from Riverside, California. Proof justifying bereavement leave may be requested by the General Manager or designee.

B. The General Manager or designee may grant at his/her discretion, bereavement leave to an Employee in the event of a death outside the immediate family where, in his/her opinion, circumstances warrant such leave.

ARTICLE XV
MILITARY LEAVE

A. Annual Encampment. Any Employee who has been employed with the District for one (1) year or more, shall be allowed a leave of absence for a period not to exceed one hundred eighty (180) calendar days (including time involved in going to and returning from duty) for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercise or like activity. The District shall pay the Employee his/her salary for the first thirty (30) calendar days of any such absence. Pay for these purposes may not exceed thirty (30) days in any one fiscal year. For the purposes of this section in determining the one year of District service, all service of a public employee in the recognized military service shall be counted as District service. In the event an Employee shall be required to attend such encampment or training for a period in excess of thirty (30) calendar days, a leave of absence without pay shall be allowed.

B. Re-employment. Re-employment after military service shall conform to the requirements of the Military and Veterans Code and other applicable law, but in all other respects shall be in accordance with this COU.

ARTICLE XVI
LEAVE OF ABSENCE WITHOUT PAY

A. Leave without pay, except when necessitated by illness, injury, or a medical condition, may be granted to an Employee for reasons acceptable to the General Manager or designee. (This section does not apply to FMLA/CFRA leaves.) Such leave will be granted only after exhaustion of all accumulated vacation time. The General Manager or designee may promulgate regulations which permit leave without pay, without exhaustion of accumulated vacation time. The approval of any leave of absence does not constitute a guarantee or assurance that the Employee's position, or any other position, will be held open.

CONFIRMATION OF UNDERSTANDING
2021-2026

B. The request for leave without pay shall set forth the date when it is desired to begin the leave, the probable date of return, and the specific reason for the request. If acceptable, the Supervisor's recommendation and the leave request are to be forwarded to the General Manager or designee for approval. Leave so granted shall be for a specified period containing justification, therefore. Nothing herein shall prevent the earlier return to work by the Employee, except that the Supervisor may require two (2) weeks advance notice of the Employee's intention to return early. If the Employee does not return to work on or before the day specified to return, the absence will be considered unauthorized and unexcused.

C. Leave without pay granted pursuant to this Article may not exceed twenty (20) consecutive work days unless authorized by the Board of Directors for a longer period. The General Manager or designee shall have the right to cancel or revoke such a leave of absence.

D. Employees on leave of absence without pay for more than twenty (20) consecutive calendar days shall not earn sick leave or vacation credits or be entitled to pay for holidays. The Employee must actively return to work for at least fourteen (14) calendar days in order for sick leave or vacation credits to commence. The District shall not pay the premiums for group medical, dental, vision, and life insurance programs for Employees on leave of absence without pay lasting more than twenty (20) consecutive work days, except as provided for in Article XIII(B). The Employee, however, will be permitted to continue coverage under the group medical, dental, vision, and life insurance programs at his/her expense.

ARTICLE XVII
VACATION

A. Definition. Vacation with pay is a right earned as a condition of employment and made available in the interest of the District for the recreation, health, and well being of the Employee.

B. Accrual. Vacation for probationary and regular Employees is earned from the first day of employment and accrues at the following rates to a maximum of four hundred eighty (480) hours:

<u>Employment</u> <u>Anniversary</u>	<u>Hours Earned</u> <u>Per Pay Period</u>	<u>Days Earned</u> <u>Per Year</u>
Employment through 4th year	3.08	10
5th through 9th year	4.62	15
10th year and thereafter	6.16	20

CONFIRMATION OF UNDERSTANDING
2021-2026

Vacation time shall not accrue during a medical leave, workers' compensation leave, or a leave of absence without pay of more than twenty (20) consecutive calendar days. The Employee must actively return to work for at least fourteen (14) calendar days in order for vacation credits to commence.

Employees who make an irrevocable election by December 15th of the preceding year may cash out up to 80 hours of vacation, providing they have no less than eighty (80) hours of accrued vacation following the cash out. Payments under this section shall be made in the following year no later than May 31st.

C. Use of Vacation. Employees who have completed the probationary period and achieved regular status are eligible to use vacation, if approved, as provided for in the following Paragraph D. (At will employees may only take vacation after six (6) months of employment, unless otherwise approved in writing by the General Manager.) Vacation use shall be charged on the basis of the amount approved and all vacation time approved shall be deducted from the amount accrued pursuant to the preceding Paragraph B.

D. Approval. Requests for vacation leave that are submitted through the District's online time off request system shall be responded to within 2 pay periods of submission. In instances where a vacation leave request has received advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Department Head for an immediate review. In those instances where the direct supervisor is the Department Head the rescission due to work urgency may be appealed to the Deputy General Manager for immediate review. The Deputy General Manager's decision shall be final.

Vacation periods shall be taken with the approval of the Supervisor at such time as will not impair the work schedule or efficiency of the area assigned to work. Any Employee deprived of vacation by order of the General Manager or designee to meet the convenience of the District, shall be paid for such loss of vacation time in addition to the compensation earned for such time actually worked.

E. Vacation as Sick Leave. Vacation time may be used in lieu of sick leave without pay in the event the employee does not have sick time available.

ARTICLE XVIII
HOLIDAYS

The following are approved holidays:

January 1st (New Year's Day);

Third Monday in January (Martin Luther King Jr. Day)

Third Monday in February (President's Day);

CONFIRMATION OF UNDERSTANDING
2021-2026

Last Monday in May (Memorial Day);

July 4th (Fourth of July);

First Monday in September (Labor Day);

November 11th (Veteran's Day);

The day in November appointed as Thanksgiving Day and the day immediately following Thanksgiving Day;

December 25th (Christmas Day); and,

Any day or portion of a day declared by resolution of the Board of Directors as a holiday.

Holidays observed on a different day in the pay period when the holiday(s) falls on the Employee's flex day must be approved by the Employee's Supervisor.

If an approved holiday falls on Saturday, the preceding Friday shall be considered the holiday. If an approved holiday falls on Sunday, the following Monday shall be considered the holiday. To qualify for holiday pay, Employees must have been employed for two (2) full workweeks prior to the holiday.

In addition to the above holidays, a qualified Employee may take three (3) additional workdays per fiscal year as "floating holidays". (Floating holiday hours are consistent with the employee's regular work schedule and any unused floating holidays will be converted annually to vacation hours at the end of the fiscal year.) These holidays may be taken at the discretion of the Employee, subject to the approval of the Supervisor based on workload and other holiday and vacation scheduling. An Employee on probationary status is not entitled to these "floating holidays".

ARTICLE XIX
VOTING

Employees will be allowed up to two (2) hours of time off with pay at the beginning or end of their work shift to vote at local, state, and national elections, if sufficient time is not available outside of regular working hours. Employees must follow state guidelines for time off to vote.

ARTICLE XX
JURY DUTY

An Employee called for jury duty in a court of law shall continue to receive his/her regular salary and Employee benefits. The Employee may retain jury fees and mileage

CONFIRMATION OF UNDERSTANDING
2021-2026

reimbursement paid to the Employee. However, the Employee must return to work if there are two (2) hours or more of the workday remaining, exclusive of travel time.

ARTICLE XXI
VOLUNTARY EDUCATION PROGRAM

Employees who have completed the probationary period and achieved regular status with the District may be reimbursed the reasonable costs for tuition, registration fees, books, and mileage one way for educational courses related to District employment, subject to all of the following conditions:

1. The course must be taken on the Employee's own time.
2. The course must have a direct relationship to the work of the District and improve the Employee's work performance.
3. The course must be approved by the Supervisor and the General Manager or designee prior to enrollment.
4. The course must be satisfactorily completed with a grade of "C" or better.

Nothing herein should be construed to indicate that these educational activities are in any way required by the Employer. No Employee shall in any way be discriminated against for failing to utilize the totally voluntary educational opportunities afforded by this Article. Reimbursements will be made in accordance with the HR-21-DW Employee Development and Voluntary Education Program.

ARTICLE XXII
ATTENDANCE RECORDS

A current record of accrued and expended sick leave and vacation, as well as attendance and absences of each Employee, will be maintained by the District.

ARTICLE XXIII
TERMINATION

A. Discharged Employees. Any Employee may be terminated by his/her Supervisor with the approval of the General Manager or designee (subject to the "Skelly" process for Regular Employees, who are not in at will positions), for any reason deemed to be sufficient and in the best interests of the District. Sufficient reasons for discharge include, but are not limited to, the following:

CONFIRMATION OF UNDERSTANDING
2021-2026

Harassment;
Drunkenness on duty;
Use of narcotics or habit-forming drugs;
Insubordination;
Incompetency/inefficiency;
Falsifying work records;
Abuse of management;
Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
Theft of District property;
Careless and negligent mishandling of District property and/or equipment;
Excessive absenteeism/repeated tardiness/unexcused absence;
Failure to maintain legally-required operator certificates and licenses.

This list is not all-inclusive, and the District reserves the right to terminate Employees for other reasons not stated herein.

B. Resignation. Regular Employees are expected to give four (4) weeks' notice to their Supervisor before they resign, so that a replacement may be hired and trained. Notice of resignation shall be in writing and include the reason for termination of employment.

C. Layoff. The District shall give four (4) weeks' notice in advance of termination for Employees being terminated due to lack of work or funds.

D. Retirement. Regular Employees are requested to give sixty (60) days' notice to their Supervisor prior to retirement into CalPERS.

E. Benefits Upon Termination. A terminating Employee will be compensated for accrued vacation time. An Employee terminating after completion of one (1) full year or more of service, shall be compensated for the total unused sick leave as of the date of termination, on the basis of twenty-five percent (25%) for the first full year, plus three percent (3%) per year for each additional full year of service, not to exceed one hundred percent (100%). Sick leave upon termination elected for CalPERS service credit is calculated in the same manner above. Said compensation will be paid according to the Employee's rate of pay on the next pay date.

CONFIRMATION OF UNDERSTANDING
2021-2026

ARTICLE XXIV
GROUP MEDICAL, DENTAL, AND VISION PLAN

A. Premium Payments. Group Medical, Dental, and Vision Plan benefits shall be provided to each Employee, subject to the terms and conditions governing such plan. The District shall contribute, per month, up to the following amount toward the Employee's premiums for the Group Medical, Dental and Vision Plans:

The District's current monthly base contribution of \$2,338.58 will be the base used with the July 2021 CPI to calculate the new monthly base contribution towards premiums beginning January 1, 2022, subject to the provisions below.

Annually, the District will continue to use the existing calculation to determine what is called the "premium formula amount" as follows:

The average of the highest and lowest monthly medical premium for Employee + Family, plus

The highest monthly dental premium, for Employee + 1, plus

The full monthly premium, for vision

Subject to the exceptions below, annually the District will first apply an additional amount equal to the annual CPI-U (Riverside-San Bernardino-Ontario) percentage increase for the preceding 12 months ending in July to the current (i.e. prior year) monthly base contribution. If the overall premium formula amount does not increase or experiences a decrease, the monthly base contribution will remain the same (i.e. the CPI will not be added). If the CPI is negative, it will not be applied to the monthly base contribution.

Employees will pay an additional percentage above the annual CPI up to a 5% maximum annually, as well as any amounts that exceed the District monthly base contribution.

If the new premium formula exceeds the prior year monthly base contribution by 10%, then either party may request a reopener on the monthly base contribution. (See calculation examples in Appendix B.)

The party requesting to reopen shall deliver written notice to the other. Meeting and conferring shall commence no later than 15 calendar days from the date of such written notice.

B. Duplicate Medical Coverage Option. Upon a showing of medical coverage through another source, the District will permit an Employee to opt out of medical coverage through the District and receive \$690/month; provided the Employee signs an acknowledgment that a

CONFIRMATION OF UNDERSTANDING
2021-2026

request for reinstatement of benefits is subject to plan terms and conditions. Further, this provision is subject to verification by plan providers that opting out is permitted.

C. Retiree Medical. Retired Employees that were hired on or before December 18, 2002, and also are at least fifty five (55) years of age with at least ten (10) years of service to the District, and their spouse or registered domestic partner, shall benefit from the same or equivalent medical plan offered to active employees pursuant to California Government Code Sections 53201, 53205, 53205.1. The District shall pay per month, per retired Employee, up to a sum equal to the cost of the same or equivalent lowest cost group medical plan offered to active employees for Employee and one dependent; not to include high deductible medical plans for purposes of this cost calculation. The benefit shall continue for the later of the life of either the retired Employee or the dependent.

Retired Employees that were hired after December 18, 2002 and are at least fifty-five (55) years of age with at least ten (10) years of service to the District, shall receive a medical benefit the same or equivalent to that offered to active employees for up to the cost of the lowest cost group medical plan for Employee only coverage, not to include high deductible medical plans for purposes of this calculation. The retired Employee's spouse or registered domestic partner may participate in coverage at the expense of the retired Employee. The benefit shall continue for the later of the life of either the retired Employee or the dependent.

Retired Employees that were hired on or after July 1, 2021 and are at least fifty-five (55) years of age with at least twenty (20) years of service (the 20 years may be non-consecutive) to the District, shall receive a medical benefit the same or equivalent to that offered to active Employees for up to the cost of the lowest cost group medical plan for Employee only coverage. The retired Employee's spouse or registered domestic partner may participate in coverage at the expense of the retired Employee. The benefit shall continue for the later of the life of either the retired Employee or the retired Employee's spouse or registered domestic partner. "Retired employee" (for purposes of this paragraph) is defined as retired from the District and receiving a benefit from CalPERS. If at any time, a retiree waives their CalPERS benefit to gain employment through another CalPERS agency, the retiree will forfeit the retiree medical benefit with no ability to reenroll at a later date.

Retired Employees must follow all the rules of the District's insurance carrier in order to maintain eligibility for retiree medical. This includes, but is not limited to, enrolling in Medicare Parts A and B upon eligibility for Medicare.

D. Benefits Committee. The parties further agree to permit discussion of medical benefits by a committee, comprised of Management Team representatives, to allow the District to consider other benefit plans with similar or better coverage, including high deductible plans and HSA accounts.

CONFIRMATION OF UNDERSTANDING
2021-2026

ARTICLE XXV
RETIREMENT BENEFITS

A. Public Employees Retirement System. The District has a contract with the Public Employees Retirement System (“PERS”) of the State of California. Employees covered by this COU shall be entitled to all of the benefits the District participates in and shall be subject to all of the obligations required by participation in one of the two plans.

The PERS Plan for Employees hired prior to December 16, 2012 (“Tier 1 Employees”) shall be 2.5 percent at 55. Terms and conditions for the existing PERS Plan will remain in effect for Tier 1 Employees for the duration of this Agreement. Tier 1 Employees shall be obligated to pay 100% of the Employee contribution.

Employees hired on or after December 16, 2012 (“Tier 2 Employees”) shall be enrolled in the 2 percent at 55 PERS Plan. Tier 2 Employees will be obligated to pay 100 percent of the Employee Contribution. The 2 percent at 55 Plan shall provide for benefits based on the highest three-year salary average.

Employees hired on or after January 1, 2013, who are defined as “New Members” by California law (essentially those individuals who have not been previously members of a public agency retirement system) shall be enrolled in the statutorily-required 2 percent at 62 PERS Plan. New Members will be obligated to pay 50 percent of the “normal cost” of their retirement benefits as required by State law. The 2 percent at 62 Plan shall provide for benefits based on the highest three-year salary average.

B. 401(a) Plan. The District will maintain an Internal Revenue Code 401(a) plan and will contribute to that plan two percent (2%) of Employee’s annual salary. The provisions of this benefit program will be governed by the plan document.

ARTICLE XXVI
GROUP LIFE AND LONG-TERM DISABILITY INSURANCE PLANS

The District maintains a group life insurance plan and a long-term disability insurance plan for its Employees, each Employee shall be entitled to the benefits of any such coverage, as determined by the Board of Directors from time to time.

CONFIRMATION OF UNDERSTANDING
2021-2026

ARTICLE XXVII
SHORT-TERM DISABILITY INSURANCE PLAN

A disability is absence from work necessitated by an Employee's illness, injury, or medical condition.

The purpose of the District's fully-insured Short-Term Disability policy is to provide benefits for a disabled Employee during the first ninety (90) days of a disability (the fully-insured Long-Term Disability policy elimination period). Short-Term Disability coverage shall include a provision for a seven (7) consecutive calendar day waiting period from the first day of disability before benefits begin. (There is no waiting period in the event of an accident.) If a claim is accepted for Short-Term Disability benefits, the Employee will have his/her sick leave replenished and/or be paid (at the coverage level) for the seven-day waiting period. Benefits will be paid in accordance with the fully-insured short term disability plan document.

Monthly income, as defined in the fully-insured short term disability plan document, will be paid after the seven (7) consecutive calendar day waiting period from the first day of disability period (no waiting period in the event of an accident) and will continue for up to ninety (90) days from the date of disability or until the fully-insured Long-Term Disability benefit payments commence.

Monthly income will be paid to regular Employees at 60% of their base salary on the date of disability after the seven (7) consecutive calendar day waiting period (no waiting period in the event of an accident). Employees electing Short-Term Disability may integrate sick leave with Short-Term Disability, depending on the Short-Term Disability insurance carrier rules, however, vacation, administrative leave, floating holiday and comp time earned may be used.

ARTICLE XXVIII
LONGEVITY PAY

Non-classified, non-exempt employees who have completed five (5) or more years of continuous service shall receive longevity pay commencing the month following completion of continuous service based on the following schedule:

<u>Years of Service</u>	<u>Longevity Pay Per Month</u>
5 years through 9 years	\$20.00
10 years through 14 years	\$45.00
15 years through 19 years	\$75.00

CONFIRMATION OF UNDERSTANDING
2021-2026

20 years through 24 years	\$110.00
25 years and more	\$150.00

ARTICLE XXIX
UNIFORMS AND SAFETY-TOED FOOTWEAR

The District will reimburse any Employee the actual cost of safety-toed footwear up to \$150.00 every six calendar months or up to \$300.00 every 12 calendar months, providing said Employee's Manager has determined that such footwear is required by the nature of the Employee's job assignment and said Manager approves such reimbursement. Such reimbursement shall generally be made not more than once every six (6) month period. Uniforms and safety-toed footwear are to be worn in accordance with the District's Administrative Procedure.

ARTICLE XXX
SOLICITATION

No person shall solicit membership, collect dues or initiation fees, or conduct general Management Team business on Employer's property during working hours, except to assist in the administration and/or preparation of the COU. The Employer agrees to provide the Management Team with the use of bulletin board space.

ARTICLE XXXI
GRIEVANCE PROCEDURE

The grievance procedure hereunder shall be as provided in Section 22, of the Employer-Employee Relations Resolution of the District.

ARTICLE XXXII
NO STRIKE/NO LOCKOUT CLAUSE

The Board of Directors believes it is important for the District to continue to supply the highest quality of water available; to provide and maintain an adequate waste water collection and treatment system; and provide the best service possible at fair and reasonable rates. Therefore, the Board of Directors, all Employees and any Employee organizations will work together to prevent any disruption of service which constitutes an imminent and substantial threat to the public health and safety.

CONFIRMATION OF UNDERSTANDING
2021-2026

- A. No Lockout. The District agrees that there shall be no lockout of Management Team Employees during the term of this COU. If the District unlawfully locks out any Employees, the District will provide them back pay for any period in which they were locked out.
- B. No Strike. During the term of the COU, the Management Team Employees will not cause, sanction or take part in any strike (whether sit-down, stay-in, sympathetic, general or any other kind), walk-out, picketing, stoppage of work, work slowdown, retarding or any other interference with the operation and conduct of the District's business.
- C. Management Team Responsibility. In the event that any of the occurrences prohibited by the preceding Paragraph "B" take place, the Management Team shall immediately and publicly disavow such action as unauthorized and will use all means within its power to stop such action at the earliest possible time and will not honor any picket line set up under such circumstances.
- D. Disciplinary Action. It is specifically understood and agreed that the District, during the first working day, or any part thereof, of any activity prohibited by Paragraph "B" above, shall have the right of reasonable discipline short of suspension, demotion or dismissal against individuals participating in such activity. However, after the first working day, or any part thereof, of prohibited activity and if such activity occurs again during the term of the COU, the District shall have the right to dismiss any Employee participating therein, which dismissal shall be considered a disciplinary discharge for just cause.

ARTICLE XXXIII
TERM, TERMINATION, AND RENEWAL

Except as otherwise provided herein, the terms and conditions of this COU shall remain in full force and effect from July 1, 2021 to midnight on the 30th day of June 2026.

ARTICLE XXXIV
WAGES

Wages for Management Team Employees are set forth in Appendix A and reflect a two point two percent (2.2 %) cost of living adjustment effective the beginning of the last pay period in June 2021. Effective the beginning of the last pay period in June 2022, 2023, 2024 and 2025, the District shall increase the wage rate and range by the percentage change to the Consumer Price Index-U, the Riverside-San Bernardino-Ontario area for the proceeding twelve (12) months ending in January. Notwithstanding the foregoing, the minimum increase on the beginning of the last pay period in June 2022, 2023, 2024, and 2025, shall be one percent (1%) and the maximum increase shall be four percent (4%).

CONFIRMATION OF UNDERSTANDING
2021-2026

ARTICLE XXXV
ALTERNATIVE WORKWEEK AND TELECOMMUTING

Upon Employee request, Management will continue, in good faith, to consider remote work arrangements and the possibility of 4/10 schedules with justification from department heads on the basis of proven operational efficiency and effectiveness. Employee requests should include reasons they believe the change is positive for both the District and its customers.

CONFIRMATION OF UNDERSTANDING
2021-2026

DULY EXECUTED by the Parties hereto this 30th day of JUNE, 2021.

MANAGEMENT TEAM

EMPLOYER

MANAGEMENT TEAM
EMPLOYEES

WESTERN MUNICIPAL WATER
DISTRICT OF RIVERSIDE
COUNTY

By Tina Barber
Tina Barber
Executive Assistant

By Brenda Dennstedt
Brenda Dennstedt
Board President

By Kevin C. Mascaro
Kevin Mascaro
Director of Finance

By Ryan Shaw
Ryan Shaw
Director of Water Resources

By Chris Fike
Chris Fike
Deputy Director of Operations

By: Anita Wilcox
Anita Wilcox
Senior Management Analyst

By: Luis Magallon
Albert Magallon
Operations Manager – Water Quality

CONFIRMATION OF UNDERSTANDING
2021-2026

Appendix A

Job Classification Plan and Salary Grades Table Effective: July 1, 2021							
Position Description	Salary Grade	Salary Range		WMWD Category	Bargaining Unit		# of FTEs EE's Authorized Per Position *
		Time Base = Annual			MOU/COU	Exempt /	
		Low	High		PT/UNREP	Non-Exempt	
Accountant I	34	\$ 68,630.00	\$ 97,491.00	Classified	MOU	Non-Exempt	1
Accountant II	36	\$ 75,664.00	\$ 107,497.00	Classified	MOU	Non-Exempt	0
Accountant, Senior	38	\$ 83,424.00	\$ 124,155.00	Classified	MOU	Non-Exempt	2
Accounting Supervisor	41	\$ 103,629.00	\$ 154,232.00	Non-Classified	COU	Non-Exempt	1
Accounting Technician I	28	\$ 51,191.00	\$ 72,734.00	Classified	MOU	Non-Exempt	0
Accounting Technician II	31	\$ 59,268.00	\$ 84,214.00	Classified	MOU	Non-Exempt	0
Accounting Technician III	33	\$ 65,348.00	\$ 92,851.00	Classified	MOU	Non-Exempt	4
Administrative Assistant	33	\$ 65,348.00	\$ 92,851.00	Classified	MOU	Non-Exempt	3
Administrative Assistant (C)	33	\$ 65,348.00	\$ 92,851.00	Non-Classified	COU	Non-Exempt	5
Administrative Services Manager	42	\$ 111,396.00	\$ 165,792.00	Non-Classified	COU	Exempt	1
Administrative Specialist	31	\$ 59,268.00	\$ 84,214.00	Classified	MOU	Non-Exempt	4
Application Specialist I	32	\$ 62,241.00	\$ 88,418.00	Classified	MOU	Non-Exempt	1
Application Specialist II	35	\$ 72,065.00	\$ 102,379.00	Classified	MOU	Non-Exempt	0
Application Specialist III	38	\$ 83,424.00	\$ 124,155.00	Classified	MOU	Non-Exempt	0
Application Specialist IV	40	\$ 96,402.00	\$ 143,482.00	Classified	MOU	Non-Exempt	3
Asset Management Coordinator	38	\$ 83,424.00	\$ 124,155.00	Classified	MOU	Non-Exempt	2
Asset Management Supervisor	41	\$ 103,629.00	\$ 154,232.00	Non-Classified	COU	Non-Exempt	1
Assistant Deputy Director of Operations	45	\$ 141,615.00	\$ 210,766.00	Non-Classified	COU	Exempt	1
Assistant GM/Chief Financial Officer	48	\$ 188,511.00	\$ 280,570.00	Non-Classified	UNREP	Exempt	1
Construction Management Administrator	40	\$ 96,402.00	\$ 143,482.00	Non-Classified	COU	Non-Exempt	1
Controller	44	\$ 128,744.00	\$ 191,606.00	Non-Classified	COU	Exempt	1
Creative Services Specialist I	32	\$ 62,241.00	\$ 88,418.00	Classified	MOU	Non-Exempt	0
Creative Services Specialist II	35	\$ 72,065.00	\$ 102,379.00	Classified	MOU	Non-Exempt	0
Creative Services Specialist III	37	\$ 79,448.00	\$ 112,870.00	Classified	MOU	Non-Exempt	1
Creative Services Specialist, Senior	39	\$ 91,916.00	\$ 142,320.00	Classified	MOU	Non-Exempt	0
Customer Service Manager	42	\$ 111,396.00	\$ 165,792.00	Non-Classified	COU	Exempt	1
Customer Service Representative I	28	\$ 51,191.00	\$ 72,734.00	Classified	MOU	Non-Exempt	0
Customer Service Representative II	31	\$ 59,268.00	\$ 84,214.00	Classified	MOU	Non-Exempt	3
Customer Service Representative III	33	\$ 65,348.00	\$ 92,851.00	Classified	MOU	Non-Exempt	2
Customer Service Representative, Senior	36	\$ 75,664.00	\$ 107,497.00	Classified	MOU	Non-Exempt	1
Deputy Director of Engineering	45	\$ 141,615.00	\$ 210,766.00	Non-Classified	COU	Exempt	1
Deputy Director of Operations	45	\$ 141,615.00	\$ 210,766.00	Non-Classified	COU	Exempt	2
Deputy Director of Water Resources	45	\$ 141,615.00	\$ 210,766.00	Non-Classified	COU	Exempt	1
Deputy General Manager	49	\$ 207,362.00	\$ 308,626.00	Non-Classified	UNREP	Exempt	1
Director of Administration	46	\$ 155,778.00	\$ 231,851.00	Non-Classified	COU	Exempt	1
Director of Engineering	46	\$ 155,778.00	\$ 231,851.00	Non-Classified	COU	Exempt	1
Director of Finance	46	\$ 155,778.00	\$ 231,851.00	Non-Classified	COU	Exempt	1
Director of Human Resources	46	\$ 155,778.00	\$ 231,851.00	Non-Classified	UNREP	Exempt	1
Director of Operations	46	\$ 155,778.00	\$ 231,851.00	Non-Classified	COU	Exempt	1
Director of Strategic Communications	46	\$ 155,778.00	\$ 231,851.00	Non-Classified	COU	Exempt	1
Director of Water Resources	46	\$ 155,778.00	\$ 231,851.00	Non-Classified	COU	Exempt	1
Engineer I	40	\$ 96,402.00	\$ 143,482.00	Non-Classified	COU	Exempt	0
Engineer II	42	\$ 111,396.00	\$ 165,792.00	Non-Classified	COU	Exempt	1
Engineer, Senior	43	\$ 119,754.00	\$ 178,237.00	Non-Classified	COU	Exempt	3
Engineering Technician I	33	\$ 65,348.00	\$ 92,851.00	Classified	MOU	Non-Exempt	0
Engineering Technician II	35	\$ 72,065.00	\$ 102,379.00	Classified	MOU	Non-Exempt	1
Engineering Technician, Senior	37	\$ 79,448.00	\$ 112,870.00	Classified	MOU	Non-Exempt	1
Executive Assistant	38	\$ 83,424.00	\$ 124,155.00	Non-Classified	COU	Non-Exempt	4
Financial Analyst I	36	\$ 75,664.00	\$ 107,497.00	Non-Classified	COU	Non-Exempt	0
Financial Analyst II	38	\$ 83,424.00	\$ 124,155.00	Non-Classified	COU	Non-Exempt	1
General Manager	N/A	\$ -	\$ 303,825.76	Non-Classified	UNREP	Exempt	1
Government Relations Officer I	38	\$ 83,424.00	\$ 124,155.00	Non-Classified	COU	Exempt	1
Government Relations Officer II	40	\$ 96,402.00	\$ 143,482.00	Non-Classified	COU	Exempt	0



CONFIRMATION OF UNDERSTANDING
2021-2026

 Job Classification Plan and Salary Grades Table Effective: July 1, 2021 Securing Your Water Supply							
Position Description	Salary Grade	Salary Range Time Base = Annual		Bargaining Unit			# of FTEs EE's Authorized Per Position *
		Low	High	WMWD Category	MOU/COU	Exempt / Non-Exempt	
Human Resources Specialist I	31	\$ 59,268.00	\$ 84,214.00	Non-Classified	COU	Non-Exempt	0
Human Resources Specialist II	33	\$ 65,348.00	\$ 92,851.00	Non-Classified	COU	Non-Exempt	0
Human Resources Analyst I	35	\$ 72,065.00	\$ 102,379.00	Non-Classified	COU	Exempt	0
Human Resources Analyst II	37	\$ 79,448.00	\$ 112,870.00	Non-Classified	COU	Exempt	1
Human Resources Analyst, Senior	39	\$ 91,916.00	\$ 142,320.00	Non-Classified	COU	Exempt	0
Information Technology Manager	42	\$ 111,396.00	\$ 165,792.00	Non-Classified	COU	Exempt	1
Internal Auditor	42	\$ 111,396.00	\$ 165,792.00	Non-Classified	COU	Exempt	1
IT Specialists I	32	\$ 62,241.00	\$ 88,418.00	Classified	MOU	Non-Exempt	0
IT Specialists II	35	\$ 72,065.00	\$ 102,379.00	Classified	MOU	Non-Exempt	1
IT Specialists III	38	\$ 83,424.00	\$ 124,155.00	Classified	MOU	Non-Exempt	0
IT Specialists IV	40	\$ 96,402.00	\$ 143,482.00	Classified	MOU	Non-Exempt	2
Management Analyst I	36	\$ 75,664.00	\$ 107,497.00	Non-Classified	COU	Non-Exempt	0
Management Analyst II	38	\$ 83,424.00	\$ 124,155.00	Non-Classified	COU	Non-Exempt	2
Management Analyst, Senior	40	\$ 96,402.00	\$ 143,482.00	Non-Classified	COU	Exempt	2
Meter Service Operations Technician I	29	\$ 53,759.00	\$ 76,373.00	Classified	MOU	Non-Exempt	0
Meter Service Operations Technician II	32	\$ 62,241.00	\$ 88,418.00	Classified	MOU	Non-Exempt	0
Meter Service Operations Technician III	34	\$ 68,630.00	\$ 97,491.00	Classified	MOU	Non-Exempt	2
Meter Service Operations Technician IV	36	\$ 75,664.00	\$ 107,497.00	Classified	MOU	Non-Exempt	0
Office Assistant	25	\$ 44,227.00	\$ 62,827.00	Classified	MOU	Non-Exempt	0
Office Assistant, Senior	27	\$ 48,764.00	\$ 69,266.00	Classified	MOU	Non-Exempt	3
Operations Field Manager	44	\$ 128,744.00	\$ 191,606.00	Non-Classified	COU	Exempt	5
Operations Supervisor	41	\$ 103,629.00	\$ 154,232.00	Non-Classified	COU	Non-Exempt	1
Operations Technician I	29	\$ 53,759.00	\$ 76,373.00	Classified	MOU	Non-Exempt	3
Operations Technician II	32	\$ 62,241.00	\$ 88,418.00	Classified	MOU	Non-Exempt	10
Operations Technician III	34	\$ 68,630.00	\$ 97,491.00	Classified	MOU	Non-Exempt	15
Operations Technician IV	36	\$ 75,664.00	\$ 107,497.00	Classified	MOU	Non-Exempt	15
Principal Engineer	44	\$ 128,744.00	\$ 191,606.00	Non-Classified	COU	Exempt	3
Purchasing Specialist	38	\$ 83,424.00	\$ 124,155.00	Classified	MOU	Non-Exempt	1
Safety Compliance Coordinator	36	\$ 75,664.00	\$ 107,497.00	Classified	MOU	Non-Exempt	1
Safety Officer	40	\$ 96,402.00	\$ 143,482.00	Non-Classified	COU	Exempt	1
Senior Operations Technician I	37	\$ 79,448.00	\$ 112,870.00	Classified	MOU	Non-Exempt	6
Senior Operations Technician II	38	\$ 83,424.00	\$ 124,155.00	Classified	MOU	Non-Exempt	7
Source Control Program Manager	42	\$ 111,396.00	\$ 165,792.00	Non-Classified	COU	Exempt	1
Source Control Program Specialist I	37	\$ 79,448.00	\$ 112,870.00	Classified	MOU	Non-Exempt	0
Source Control Program Specialist II	38	\$ 83,424.00	\$ 124,155.00	Classified	MOU	Non-Exempt	2
Strategic Communications Representative I	33	\$ 65,348.00	\$ 92,851.00	Classified	MOU	Non-Exempt	0
Strategic Communications Representative II	37	\$ 79,448.00	\$ 112,870.00	Classified	MOU	Non-Exempt	1
Strategic Communications Representative, Senior	40	\$ 96,402.00	\$ 143,482.00	Classified	MOU	Non-Exempt	0
Strategic Communications Specialist	31	\$ 59,268.00	\$ 84,214.00	Classified	MOU	Non-Exempt	0
Strategic Communications Supervisor	41	\$ 103,629.00	\$ 154,232.00	Non-Classified	COU	Exempt	1
Water Resource Analyst	38	\$ 83,424.00	\$ 124,155.00	Non-Classified	COU	Non-Exempt	1
Water Resources Specialist I	33	\$ 65,348.00	\$ 92,851.00	Classified	MOU	Non-Exempt	0
Water Resources Specialist II	37	\$ 79,448.00	\$ 112,870.00	Classified	MOU	Non-Exempt	1
Water Resources Specialist III	40	\$ 96,402.00	\$ 143,482.00	Classified	MOU	Non-Exempt	2
AUTHORIZED TOTAL FTE COUNT:							157
*Job classifications having multiple grades within the series (II/III/IV & SR) are flex positions and fall within one job description. Office Assistant/Senior Office Assistant and Administrative Assistant are an established flex series. Authorized FTEs can be substituted at other levels within the series. Flex promotions can occur during the year and at the annual performance evaluation process and change the FTEs per position.							
Cost of Living Adjustment effective July 1, 2021 = 2.2%							
AUTHORIZED TOTAL FTE COUNT: 157; no change to full-time headcount from previous year.							
Part -Time Employees are hired and compensated per District Policy HR-17-DW; starting range established is California minimum wage up to \$35.00 per hour.							
Bargaining Unit Abbreviations:				Position Description Abbreviation:			
MOU = Employee Association		UNREP = Unrepresented		Confidential Position = (C)			
COU = Management/Professional/Confidential							
Presented to Board:		May 19, 2021					
Updated:		July 1, 2021					

CONFIRMATION OF UNDERSTANDING
2021-2026

Appendix B

		District Example #1	District Example #2	Premium Decrease	Negative CPI & High Prem Increase	Greater than 10% Increase
	Current	Example 1	Example 2	Example 3	Example 4	Example 5
Assumptions						
CPI		2.2%	1.5%	5.5%	-1.0%	5.5%
High Medical		4%	4%	-2%	4%	7%
Low Medical		3%	3%	0%	3%	7%
Dental		0%	5%	0%	3%	6%
Vision		0%	3%	0%	1%	4%
<i>High Medical Family</i>	\$ 2,451.52	\$ 2,549.58	\$ 2,651.56	\$ 2,598.53	\$ 2,702.47	\$ 2,891.64
<i>Low Medical Family</i>	\$ 1,944.00	\$ 2,002.32	\$ 2,062.39	\$ 2,062.39	\$ 2,124.26	\$ 2,272.96
Average Medical	\$ 2,197.76	\$ 2,275.95	\$ 2,356.98	\$ 2,330.46	\$ 2,413.37	\$ 2,582.30
Dental E+1	\$ 121.97	\$ 121.97	\$ 128.07	\$ 128.07	\$ 131.91	\$ 139.82
Vision	\$ 18.85	\$ 18.85	\$ 19.42	\$ 19.42	\$ 19.61	\$ 20.39
Premium Formula	\$ 2,338.58	\$ 2,416.77	\$ 2,504.47	\$ 2,477.95	\$ 2,564.89	\$ 2,742.51
Did Premium Formula Increase?		Yes	Yes	No	Yes	Yes
Prior Year Monthly Base Contribution	\$ 2,338.58	\$ 2,390.03	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,443.60
Calculated CPI Increase	\$ 51.45	\$ 35.85	\$ 133.42	\$ (24.26)	\$ 134.40	\$ 134.40
District CPI Increase (only applied if CPI is positive and Premium Formula increased)	\$ 51.45	\$ 35.85	\$ -	\$ -	\$ 134.40	\$ 134.40
New Monthly Base Contribution from CPI	\$ 2,390.03	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,578.00
New Monthly Base Contribution from CPI	\$ 2,390.03	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,578.00
New Premium Formula	\$ 2,416.77	\$ 2,504.47	\$ 2,477.95	\$ 2,564.89	\$ 2,742.51	\$ 2,742.51
Difference \$	\$ 26.74	\$ 78.59	\$ 52.07	\$ 139.01	\$ 164.51	\$ 164.51
Difference %	1.1%	3.2%	2.1%	5.7%	6.4%	6.4%
Employee Share of Premium Formula Increase if > \$0, up to 5%	\$ 26.74	\$ 78.59	\$ 52.07	\$ 121.29	\$ 128.90	\$ 128.90
Monthly Base Contribution Increase for amount over 5%	\$ -	\$ -	\$ -	\$ 17.72	\$ 35.61	\$ 35.61
Total	\$ 26.74	\$ 78.59	\$ 52.07	\$ 139.01	\$ 164.51	\$ 164.51
Monthly Base Contribution Increase from CPI	\$ 51.45	\$ 35.85	\$ -	\$ -	\$ 134.40	\$ 134.40
Employee Share of Premium Formula Increase if > \$0, up to 5%	\$ 26.74	\$ 78.59	\$ 52.07	\$ 121.29	\$ 128.90	\$ 128.90
Monthly Base Contribution Increase for amount over 5%	\$ -	\$ -	\$ -	\$ 17.72	\$ 35.61	\$ 35.61
Total Increases	\$ 78.19	\$ 114.44	\$ 52.07	\$ 139.01	\$ 298.91	\$ 298.91
Prior Year Monthly Base Contribution	\$ 2,338.58	\$ 2,390.03	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,443.60
Total Increases	\$ 78.19	\$ 114.44	\$ 52.07	\$ 139.01	\$ 298.91	\$ 298.91
Increase as a Percent	3.3%	4.8%	2.1%	5.7%	12.2%	12.2%
Greater than 10%?	No	No	No	No	Yes/Reopen	Yes/Reopen
Monthly Base Contribution Increase from CPI	\$ 51.45	\$ 35.85	\$ -	\$ -	\$ -	\$ -
Monthly Base Contribution Increase for amount over 5%	\$ -	\$ -	\$ -	\$ 17.72	\$ 35.61	\$ 35.61
Prior Year Monthly Base Contribution	\$ 2,338.58	\$ 2,390.03	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,443.60
New Monthly Base Contribution	\$ 2,390.03	\$ 2,425.88	\$ 2,425.88	\$ 2,425.88	\$ 2,443.60	\$ 2,443.60