



- **Board of Directors**
Organization, Personnel, and Effectiveness Committee

10/14/2025 Board Meeting

8-7

Subject

Approve a Tentative Agreement on terms in reopener negotiations to incorporate into the existing Memorandum of Understanding between The Metropolitan Water District of Southern California and The Supervisors Association of The Metropolitan Water District of Southern California; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA [Conference with Labor Negotiators; to be heard in closed session pursuant to Gov. Code 54957.6. Metropolitan representatives: Katano Kasaine, Assistant General Manager, Chief Financial Officer and Gifty J. Beets, Human Resources Section Manager of Labor Relations. Employee organization: The Supervisors Association of The Metropolitan Water District of Southern California]

Executive Summary

The District and Supervisors' Association entered into a 5-year Memorandum of Understanding for the term of 2022 through 2026, following board approval on June 13, 2023. As a part of that agreement, the parties agreed to language in Article 6 – Renegotiations to continue bargaining on ten subjects, many of which had District-wide application and were in negotiation with other bargaining units. The parties have reached a Tentative Agreement on all provisions with the exception of three specific classifications under review in a classification and compensation study. The Tentative Agreement is attached (**Attachment 1**) and is before the Board for approval.

Proposed Action(s)/Recommendation(s) and Options

Staff Recommendation: Option #1

Option #1

Approve the attached Tentative Agreement with the Supervisors' Association

Fiscal Impact: FY 2025/26 costs are anticipated at \$2.2 million; FY 2026/27 costs are anticipated at \$2.3 million

Business Analysis: The Tentative Agreement terms will be incorporated into the existing Memorandum of Understanding

Option #2

If not approved, the parties will return to the collective bargaining process to continue negotiations.

Fiscal Impact: None

Business Analysis: Without board approval, the District will return to bargaining based on board direction.

Alternatives Considered

Not applicable

Applicable Policy

Metropolitan Water District Administrative Code Section 11104: Delegation of Responsibilities

Related Board Action(s)/Future Action(s)

Not applicable

California Environmental Quality Act (CEQA)

CEQA determination for Option #1:

The proposed action is not defined as a project under CEQA because it involves organizational, maintenance, or administrative activities; personnel-related actions; and/or general policy and procedure making that will not result in direct or indirect physical changes in the environment. (Public Resources Code Section 21065; State CEQA Guidelines Section 15378(b)(2) and (5)).

CEQA determination for Option #2:

None required

Details and Background

Background

The Supervisors' Association (SA) represents 104 positions throughout the District, serving primarily in the Water System Operations Groups. They serve as front-line supervisors and technical specialists. Classifications within their unit include Team Manager I–VI, Environmental Specialist, Senior Resource Specialist and Business Support Team Manager.

The Supervisors' Association and the District have now settled and finalized a Tentative Agreement including the items below:

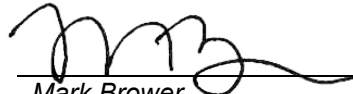
- The District has already implemented a one pay grade wage increase for SA employees in December 2023 (retroactive to the first pay period of July 2023). The District will provide employees with an additional one-step adjustment, retroactively effective to the first pay period of July 2023. This additional adjustment will provide active employees with an approximate total baseline adjustment of 5.5 percent retroactive to the first pay period of July 2023.
- Updated Recruitment and Selection language to incorporate best practices and efficiencies consistent with language in other bargaining units.
- Continuing stipend for employees assigned to work in the desert to offset medical costs in their remote area, consistent with language in other bargaining units.
- Desert Branch Location Pay, consistent with language in other bargaining units.
- One-time COVID Essential Worker bonus of \$3,500 to employees who reported to work consistently during the pandemic, consistent with language in other bargaining units.
- Updated job descriptions and compensation increases for specific classifications resulting from a classification and compensation study.
- A Certification Stipend for achievement of T5 and/or D5 certification.

Items above include key priorities for the District, including modernizing job descriptions to better reflect the work occurring today and incorporating best practices and efficiencies in the District's recruitment and selection process.

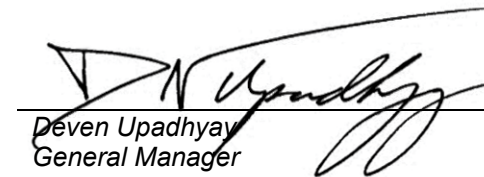
While the parties engaged in substantive and lengthy discussions and review of data through a classification and compensation study, an agreement has not been reached with regard to the job description language and compensation for the following three classifications:

- Water Treatment Operations Team Manager
- Conveyance and Distribution Team Manager
- Operations and Maintenance Site Supervisor

The parties will continue negotiating through February 25, 2026, on this limited scope until an agreement is reached or either party declares impasse.



Mark Brower
Human Resources Group Manager
10/10/2025
Date



Deven Upadhyay
General Manager
10/10/2025
Date

Attachment 1 – Tentative Agreement with The Supervisors' Association

Ref# hr12706139

**TENTATIVE REOPENER AGREEMENT
BETWEEN
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND
THE SUPERVISORS ASSOCIATION OF
THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
AFFILIATE OF IBEW LOCAL 11, UNIT 76**

As a part of the 2023-24 Reopener negotiations, the District and the Supervisors Association have reached agreement on the following for all active employees within the Supervisors Association:

1. Article 9 – Salaries
2. Article 30 – Medical Insurance
3. Article 38 – Recruitment & Selection
4. Article 42 – Classification Study
5. Article 73– Branch Location Pay (Desert Compensation)
6. Article 77 – Salary Note
7. COVID Pay
8. Miscellaneous/Implementation

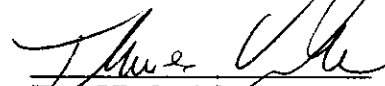
The parties have reached tentative agreement on a Reopener MOU, the terms of which are attached. Such agreement is tentative until agreement by the Board of Directors. However, the General Manager agrees to recommend its approval to the Board.

For the District:


Gifty J. Beets
Employee Relations Officer

Date: 10/2/25

For the Supervisors Association:


Tom Vladovich
President

Date: 10/2/2025

ARTICLE 9: SALARIESWage/Merit Adjustments.

a. The District will move active SA employees from the Unit 03 Salary Schedule table and place them on the Unit 02, 04, 05 Salary Schedule table in their current salary grade at the closest step to where they are now, effective retroactively to the first pay period of July 2023.

b. The District has already implemented a 1 pay grade wage increase for SA employees in December 2023 (retroactive to the first pay period of July 2023) in Article 42. After SA employees are placed on the Unit 02, 04, 05 Salary Schedule table (pursuant to (a) above), the District will provide them with an additional one step adjustment, effective retroactively to the first pay period of July 2023. This additional adjustment (which will provide active SA employees with an approximate total baseline adjustment of 5.5% retroactive to the first pay period of July 2023) will satisfy the District's obligations with respect to any increase owed under Section 42.10.

c. The District will allow merit increases owed as a result of the class study to occur for the 2023-24 and 2024-25 evaluation year (e.g., 1st increase will be effective the first pay period of July 2024) as follows: (i) meet standards – one step increase; (ii) exceeds standards – two step increase; and (iii) outstanding – three step increase.

ARTICLE 30: MEDICAL INSURANCE

- 30.1 The District shall continue to provide medical plans maintained by the California Public Employees' Retirement System (CalPERS).
- 30.2 Effective January 1, 2024, the District's monthly contribution shall be 100% of the total premium for the highest cost HMO basic medical plan for either PERS Region 2, or PERS Region 3, whichever is higher, but shall not exceed the monthly premium for the medical plan selected by the employee.
- 30.3 Desert employees enrolled in PERS Gold (formerly PERS Choice) or PERS Platinum (formerly PERS CARE) will continue to receive the dollar amounts specified below and shall continue receiving such amounts through the term of the MOU.

Employee Only:	\$172/month
Employee + 1 Dependent:	\$343/month
Employee + 2 or More Dependents:	\$445/month

Effective January 1, 2024 through December 31, 2026, only Desert Region employees enrolled in PERS Gold or Platinum PPO through Metropolitan will continue to receive the amounts listed above as a taxable cash incentive. In addition, Desert Region employees enrolled in PERS Gold or Platinum PPO with an employee cost shall receive an additional credit equivalent to the employee cost. This credit shall be applied within the employee's paycheck at the same time as the deduction.

- 30.4 An employee who opts out of insurance will receive \$125 per month (\$1,500 per year), provided the employee provides proof of alternate insurance coverage.
- 30.5 If subsequent to December 31, 2026, the insurance premium increases and the parties have not agreed to an increased District contribution, then the District's contribution shall continue at the same amount reflected above in Sections 30.1 through 30.3 until the parties agree in writing to change the District's contributions.
- 30.6 The parties shall establish a Health, Dental, Vision Benefits Advisory Committee, at the request of either party. The Committee will examine such issues as benefit levels, plan design, administration, and cost containment. Committee recommendations will be presented to the parties for their use in negotiations for a successor MOU. Additionally, the Benefits home page on the MWD Intranet provides various resources about medical and other benefits available to employees and their families.

ARTICLE 38: RECRUITMENT AND SELECTION

38.1 Definitions

A. Employee:

For purposes of this section, an "employee" is defined as a Category A and Category B employee as referenced in Article 3, Categories of Employment.

B. Recruitment:

Process of locating qualified individuals to fill the District's personnel staffing requirements.

C. Selection:

Selection is the process of hiring the best-qualified candidate for a vacant position.

D. Screening of Material:

HR Recruiters shall screen resumes to determine who meets the minimum qualifications.

E. Employment Testing:

A test is an instrument administered by Human Resources, used as a basis for any employment decision, including, but not limited to, hiring and competitive-bid promotion. Such tests may measure aptitude, achievement, and other proficiencies. Examples include, but are not limited to, a review of records, an interview, typing, computer skills, basic skills, job knowledge, work sample, or other demonstration tests deemed reliable and job-related as approved by the Human Resources Group Manager.

F. Panel Member:

A panel member is an individual participating in the formal/structured interview, and may be an internal employee or an external subject matter expert. A conflict of interest form is required to be completed by panel members to identify conflicts of interest that would preclude an individual from serving on a panel (e.g., a potential panelist who is, or has been, romantically involved with a candidate would be precluded from serving).

G. Panel Interview:

The purpose of the panel interview is to give each candidate an equal opportunity to reveal the knowledge, skills, and abilities that would enable them to perform the job. The interview consists of an evaluation of work-related experience and training.

The Panel will consist of a structured interview process with at least 3 panel members who assess a candidate's minimum qualifications.

H. Final Hiring Interview Recommendation (FHIR):

An eligibility list may be developed through a recruitment process as outlined below. The posting announcement will specifically state that the recruitment process will be used to develop an eligibility list. The eligibility list may be used for up to six (6) months and may be extended for a specific period of time with mutual agreement by the parties. An eligibility list may be closed once three (3) or fewer candidates remain.

38.2 Recruitment Process Overview

A. Transfers:

1. Before an Internal or Open Recruitment is conducted, the District will first consider employees on a Transfer List prior to a job announcement for a vacant position and follow the process described in Section 43 Transfers. The District will post the requisition utilizing the Internal Recruitment process if: (a) no person is on the transfer list; (b) a transfer list candidate is not hired; (c) or a FHIR list does not exist.

The Internal and Open Recruitment processes shall follow the same guiding principles.

B. Internal:

1. No external candidates will be invited to apply during the Filing Period.
2. The District may run an Open Recruitment instead of an internal-only recruitment if any of the following exceptions exist:
 - a. There are three (3) or fewer internal candidates who applied.
 - b. The vacancy requires specialized skills not known to exist in the current workforce (Example: Aircraft Pilot);
 - c. documented evidence showing the last recruitment for that specific classification had three (3) or fewer applicants. In this instance, a specific classification cannot move directly to Open Recruitment more than 3 consecutive times.
 - d. there is a need for external outreach for job groups/classifications as applicable, where underutilization is identified, in accordance with Metropolitan's requirements as a state contractor (as to women and minorities) and a federal contractor (as to protected veterans and individuals with disabilities).
 - e. After a hire is selected by the Hiring Manager, unhired qualified candidates will remain on the FHIR and are eligible to be considered for hire for subsequent vacancies in the same classification for up to six (6) months.

C. Open Recruitment

1. A job announcement will be posted as an Open Recruitment if the vacancy wasn't filled using the processes above and is subject to the Filing Period.
2. After a hire is selected by the Hiring Manager, unhired qualified candidates will remain on the FHIR and are eligible to be considered for hire for subsequent vacancies in the same classification for up to six (6) months.

D. FHIR Lists:

1. The FHIR list may be developed utilizing a specific posting that states it is building an eligibility list or through the recruitment of a vacant position.
2. The FHIR list will be valid for six (6) months from the date a candidate accepts the position from the original requisition, and may be extended for a specific period of time with mutual agreement of the parties. The FHIR list may be closed once there are three (3) or fewer candidates remaining.
3. If any FHIR list contains internal candidates, internal candidates that passed the test(s) shall be provided with 5 preferential points, which are added to their cumulative score.
4. HR will provide the Hiring Manager with the top five ranked candidates. In the case of tie ranks, more than five candidates can be provided to the Hiring Manager.
5. All provided candidates must be interviewed by the Hiring Manager. A candidate must be selected by the Hiring Manager from the FHIR. Candidates not selected will return to the FHIR for future consideration. If all eligible candidates on the FHIR list elect not to be considered for a specific vacancy, Human Resources will open a new recruitment specific to the need.

For example, if there is a FHIR and all eligible candidates elect not to accept the position that is at a specific location. In this instance, HR can open a new recruitment for that specific classification and location, beginning with Transfers, then Internal per the process above, and then Open Recruitment, which would result in a new FHIR for that specific location.

6. Upon completion of all phases of the assessment process, the applicants will be ranked from highest to lowest cumulative score. Based on the testing process, a FHIR list may be established by classification and location, with candidates eligible for hire in the classification. The FHIR list will be maintained by Human Resources and shall follow the guidance above regarding FHIR lists.

7. Upon request by any candidate, the District shall provide the candidate with their score and ranking on the list, and for internal candidates, provide a debriefing where they can receive their scores and rater feedback.

E. Internal Only Job Bid Promotion Process:

1. Upon staffing requisition approval by Budget and HR, a recruitment may be conducted within a specific Group, Section, Unit, or Team to fill a position for which there is no vacant position. These recruitments shall follow the same process as used for Internal Recruitments.
2. This is not intended to or provided to circumvent the in-family promotion process. This process will not be utilized when employees on a team or unit could reasonably be promoted to the position through in-family promotion.
3. Applications will be reviewed for minimum qualifications by Human Resources. Upon completion of the recruitment process, the Hiring Manager will complete the Final Hiring Interview Recommendation Form to notify Human Resources of their decision on which candidate to hire, and HR shall notify all candidates whether they were (un)successful in the recruitment process at approximately the same period.
4. At no time are positions/requisitions that are posted utilizing this process permitted to utilize the Open or FHIR processes.

38.3 Job Announcement and Application Filing Process

A. Job Announcement:

Job announcements will be advertised through the District's available

communication mediums, including but not limited to, website, and email. Prior to the MWD job announcement regarding Supervisors Association classifications, the recruiter and hiring manager will work together to determine where any job advertisements shall appear.

The District shall also include, at minimum, the following in all job announcements: Number of openings, open/close dates, work schedule (days/hours), Group/Section/Unit/Team, work location, bargaining unit, minimum and maximum hourly rate, teleworking options (if applicable), overview and/or summary which is reflective of job description, job duties, minimum requirements (education, experience, certifications, licenses).

B. Filing Period:

(1) The filing period for submitting applications will be a minimum of ten (10) working days and shall be indicated on the job announcement.

(2) Employees on disability or workers' compensation leave are permitted to apply for vacant positions following the same timelines and testing procedures as other applicants, provided their participation is within their medical restrictions.

C. Application:

Each employee applying for a position shall thoroughly complete an application package.

D. Exemptions:

An employee shall be excluded from the recruitment and selection process if that individual:

- (1) has a current overall performance evaluation rating of less than "Meets Standards," or
- (2) has received an appealable disciplinary action in the last six (6) months, or
- (3) has not completed the probationary period.

38.4 Selection Process:

A. Invitation to Test:

Qualified employees shall be notified of the time and location of a test at least three (3) days in advance. For purposes of this Section, Recurrent employees (defined as Category E employees under Section 37 of the MOU) shall be permitted to apply for positions as "internal" candidates.

B. Release/Leave Time:

- (1) If requested, an employee shall be entitled to release time to participate in and commute to a test.
- (2) Alternatively, an employee may use accumulated annual leave, personal leave, or compensatory time-off to participate in and commute to a test.
- (3) The employee shall give reasonable prior notice of his need for release or leave time.

C. Release of Probationary Employees

Prior to being released from employment, a bargaining unit employee newly hired to the District on initial probation shall receive a written notice of release from their probationary position stating the basis for the decision. The release of a probationary bargaining unit employee shall not be subject to either Article 50 (Grievance Procedure) or Article 55 (Appeal Procedure).

D. Probationary Promotion

The intent of the probationary promotion language is to provide a probationary period for those employees who are promoted as a result of the recruitment and selection process or out-of-career progression (family) promotions. Furthermore, it is also agreed by both parties that this language

does not include employees who are promoted as a result of a classification study pursuant to Article 42 –Classification Study/Job Audit, or for employees who are promoted for having already performed the higher level of duties for a significant period of time.

E. Probationary Period

After each appointment, an employee shall serve a complete period of probation before the appointment or probation is complete.

- (1) A new employee shall serve an initial probationary period of six (6) months.
- (2) A District employee who has been promoted shall serve a promotional probationary period of six (6) months. If an employee fails promotional probation, he has reinstatement rights to his former position.
- (3) Employees who successfully complete a probationary period shall be eligible for a merit increase in compliance with Article 40 – Merit Increase.

ARTICLE 42.10: CLASSIFICATION STUDY

(i) For the classification(s) listed below, the District will present the results of its class study (at the District's proposed salary grade agreed to by SA) as follows:

- Business Support Team Manager (Salary Schedule 02, 04, 05 Pay Grade 58)
- Fleet Services Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Sr Environmental Specialist (Salary Schedule 02, 04, 05 Pay Grade 60)
- Sr Resource Specialist (Salary Schedule 02, 04, 05 Pay Grade 60)
- Aqueduct Maintenance Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Construction Services Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Desert Trades Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Electrical Operations and Maintenance Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- HVAC and Facilities Maintenance Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Instrumentation and Control Systems Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Instrumentation, Control Systems and Hydroelectric Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Power Line Maintenance Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Pump Maintenance Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Valve and Dive Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Senior Inventory Control Specialist (Salary Schedule 02, 04, 05 Pay Grade 49)
- Senior Inventory Coordinator (Salary Schedule 02, 04, 05 Pay Grade 49)

- Mechanical Operations and Maintenance Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Coatings Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Business Support Team Manager, Engineering Field Administration (Salary Schedule 02, 04, 05 Pay Grade 58)
- Guest Services Team Manager (Salary Schedule 02, 04, 05 Pay Grade 58)
- Sr Research Chemist (Salary Schedule 02, 04, 05 Pay Grade 59)
- Chief of Party (Salary Schedule 02, 04, 05 Pay Grade 54)
- Information Technology Control Specialist (Salary Schedule 02, 04, 05 Pay Grade 60)
- Construction Services Electrical Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Fabrication and Machine Shops Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)
- Production Planning Team Manager (Salary Schedule 02, 04, 05 Pay Grade 61)

(ii) For the classification(s) listed below, the District will present the results of its class study (at SA's proposed salary grade) as follows:

- Aircraft Pilot (Salary Schedule 02, 04, 05 Pay Grade 48)
- Laboratory Service Team (Salary Schedule 02, 04, 05 Pay Grade 59)
- Treatment Plant Laboratory Team (Salary Schedule 02, 04, 05 Pay Grade 62)

(iii) For those classifications that will go to the Board for approval, the results of the class study (including the proposed salary grade) will be effective the first full pay period following Board approval (i.e., not retroactive).

(iv) The District will continue limited reopener negotiations with SA on the three classifications listed below. The scope of the Parties' continued reopener negotiations will be confined by their respective LBFOs (i.e., any additional proposals cannot go beyond what is reflected in their LBFOs). Resolution of the Parties' continued reopener negotiations (including any impasse procedures) must be completed by no later than February 25, 2026.

- Water Treatment Operations Team Manager (current MWD class comp offer, Salary Schedule 02, 04, 05 Pay Grade 65; current SA class comp offer, Salary Schedule 02, 04, 05 Pay Grades 68/70)
- Conveyance & Distribution Team Manager (current MWD class comp offer, Salary Schedule 02, 04, 05 Pay Grade 61; current SA class comp offer, Salary Schedule 02, 04, 05 Pay Grade 66)
- O&M Site Supervisor (Current MWD class comp offer, Salary Schedule 02, 04, 05 Pay Grade 56; current SA class comp offer, Salary Schedule 02, 04, 05 Pay Grade 60)

(v) At the conclusion of the limited reopener negotiations described in paragraph 3(c)(iv) above, any resultant additional class study compensation will be effective the first full pay period following Board approval of these adjustments (i.e., not retroactive to October 14, 2025 or before).

ARTICLE 73: BRANCH LOCATION PAY

73.1 The parties agree that the previous program, Desert Remote Location Incentive Pay, shall sunset (terminate) effective January 20, 2024. All employees who were entitled to receive the incentive under the previous program shall receive a pro-rated portion of the incentive, for the period up to and including January 20, 2024; this pro-rata amount will be provided prior to about (February 8, 2024).

73.2. The Incentive Pay program will be set up to provide a Desert Branch Assignment Premium to qualifying employees as follows:

- A. Effective January 21, 2024, employees assigned to work in desert facilities will be eligible to receive one of the premium pay options below: 5% for all employees assigned to Gene Camp or Intake.
 - 1. 15% for all employees assigned to Hinds Pumping Plant, Eagle Mountain, or Iron Mountain.
 - 2. This incentive pay will be applicable to the base pay for the normal work schedule. This incentive pay will not apply to overtime/additional hours.
- B. Following approval by Metropolitan's Board of Directors and the Supervisors Association membership, employees shall begin entering the incentive pay premium as part of their bi-weekly payroll (including authorized medical leaves) for pay period beginning 10/26/25 on or before November 9, 2025. A retroactive payment for the period beginning 1/21/24 will be processed as soon as administratively possible and will be paid no later than March 31, 2026.

73.3. This incentive payment program for Desert Branch Locations applies specifically to regular full-time employees at these Locations and does not apply to any other category of employment.

73.4. Qualifying service at a Desert Branch Location shall include:

- A. Assignment to a Desert Branch Location as the regular reporting location.
 - 1. Employees temporarily assigned to a desert facility for assignments of 30 days or more will be eligible for the premium associated with the facility they are assigned to for the entirety of the time at the location.

B. All scheduled and assigned hours in a paid status, not including overtime/additional hours and including authorized medical leaves.

73.5. Employees assigned to a Desert Branch Location after the date the Incentive Pay program is implemented as agreed above, shall begin qualifying on the first day of the pay period of assignment to the Desert Branch Location.

ARTICLE 77: SALARY NOTE**T5 / D5 CERTIFICATION STIPEND**

Bargaining unit employees who attain or currently hold either a T5 or D5 certification shall be eligible for a one-time stipend of \$2,500 per certification.

Conditions:

- The T5 and D5 stipends are separate; employees holding both certifications may receive a total of \$5,000 on a one-time basis.
- Eligibility requires:
 - Submission of valid proof of certification, and
 - Completion and approval of the required documentation by the employee's Group Manager.
- New hires into the Supervisors Association shall be eligible for the stipend(s) after successful completion of their probationary period.
- This stipend is not PERSABLE.
- This stipend will be implemented within 90 calendar days of Board adoption.

COVID Pay Sideletter

inclusion of this item is subject to the SA's mutual agreement pursuant to Article 6.5 of the MOU to reopen the MOU on this item

The District shall provide a one-time lump-sum non-PERSable COVID Essential Worker payment to current eligible employees in the amount of Three Thousand Five Hundred Dollars (\$3,500) within 90 days following approval of this MOU by the Board of Directors. To be eligible for this payment, employees must have met the following criterion during the time-period of April 2020 to April 2022:

- a. the employee must have been required by the District to physically report to work on a daily basis;
- b. the employee must not have been able to utilize teleworking options on a regular/recurring basis,

The District agrees to develop a list of Supervisors Association employees who continued to work without the ability to telework on a regular/recurring basis during April 2020 to April 2022 and will provide to the Supervisors Association in advance of payment. Employees who have left District employment as of the date of the adoption of this Agreement by the Board of Directors shall not be eligible for this lump sum payment.

TA 4/15/25



T/A
4/15/25
T. P. [Signature]

Miscellaneous/Implementation**Eligibility**

- a. The terms set forth herein will apply to all active employees at the time of approval by the District's Board of Directors ("Board"). An individual who is an active employee at the time of Board approval will receive the wage and merit increases and retroactive payments specified in Article 9, Article 42, Article 73, and Article 77 and COVID pay even if they retire between the time of Board approval and the implementation of the wage and merit increases and retroactive payments.
- b. Under no circumstances will any item with a payroll impact set forth herein be extended to an individual who is no longer an active employee at the time of Board approval. However, if an employee promoted or transferred to a non-SA represented classification, they would still receive the commensurate compensation for the time period during which they served in a SA-represented classification.
- c. An active employee means: a current employee actively in the payroll system and/or in a protected leave status.

Implementation

The wage and merit increases specified in Article 9 will be implemented on a rolling basis through December 2025 and all retroactive payments will be completed no later than March 31, 2026.