

Revised Agenda



**WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804
WWW.WVWD.ORG**

**REGULAR BOARD MEETING
AGENDA**

Thursday, March 6, 2025, 5:30 PM

(please note that the time for this meeting has been changed from 6:00 PM to 5:30 PM)

BOARD OF DIRECTORS

**Gregory Young, President
Daniel Jenkins, Vice President
Estevan Bennett, Director
Angela Garcia, Director
Kelvin Moore, Director**

"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CLOSED SESSION

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATIONS

None

CONSENT CALENDAR

- 1. January 16, 2025 Regular Board Meeting Minutes, and February 13, 2025 Adjourned Regular Board Meeting Minutes.**
- 2. Approval of the Second Amendment to the Employment Agreement - Board Secretary**
- 3. Side Letter Agreement Between The West Valley Water District and The International Union of Operators Engineers, Local Union #12**

BUSINESS MATTERS

Consideration Of:

- 1. Required AB123 Training, and Brown Act training**

REPORTS

- 1. Board Committee Reports**
- 2. Board Members**
- 3. General Manager**
- 4. Legal Counsel**
 - Updates on current legal topics/best practice

5. Public Outreach Government Affairs

6. Board Secretary

UPCOMING MEETINGS

- March 10, 2025 – Finance Committee Meeting at 6:00 p.m.
- March 11, 2025 – Executive Committee Meeting at 6:00 pm
- March 12, 2025 – Human Resources Committee Meeting at 6:00 pm
- March 13, 2025 – Policy Committee Meeting at 5:00 p.m.
- March 20, 2025 - Regular Board Meeting at 6:00 p.m.
- March 24, 2025 – External Affairs Committee Meeting at 6:00 p.m.
- March 25, 2025 – Executive Committee Meeting at 6:00 pm
- March 27, 2025 – Adjourned Eng, Ops, and Planning Committee Meeting at 6:00 p.m.
- April 3, 2025 - Regular Board Meeting at 6:00 p.m.

UPCOMING COMMUNITY EVENTS

- April 5, 2025 – Rialto’s Earth Day Event
- April 12, 2025 – Fontana’s Special Needs Resource Fair
- April 19, 2025 – Rialto’s Spring Eggstravaganza
- April 19, 2025 – Fontana Easter Eggstravaganza
- April 19, 2025 – Colton Spring Celebration
- May 3, 2025 – Mother’s Day Succulent Workshop in Bloomington
- May 3, 2025 – Fontana’s Day Parade

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- March 7- 8 – WELL Annual Conference Garden Grove
- March 26 – ACWA Legislative Symposium – Sacramento
- April 6 – 8 – CMUA Annual Conference – Anaheim
- April 21 – ASBCSD Monthly meeting
- April 21 – 24 – CSDA Spring Leadership Academy
- April 25 – Sothern California Water Coalition Quarterly Meeting – La Quinta

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on **MMM DD, YYYY**.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Date Posted: February 27, 2025

REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
January 16, 2025

OPENING CEREMONIES

Call to Order - 6:00 p.m.
Roll Call of Board Members

| Attendee Name | Present | Absent | Arrived |
|----------------------|-------------------------------------|-------------------------------------|----------------|
| Directors | | | |
| Angela Garcia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Estevan Bennett | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Kelvin Moore | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Daniel Jenkins | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Gregory Young | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| General Counsel | | | |
| Jeff Ferre | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Staff | | | |
| John Thiel | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Linda Jadeski | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| William Fox | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Haydee Sainz | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Joanne Chan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Elvia Dominguez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Socorro Pantaleon | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Rocky Welborn | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Albert Clinger | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Robert Ramirez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Mary Jo Hartley | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

Approval of Any Board Member Requests for Remote Participation - None.
Pledge of Allegiance – The Pledge of Allegiance was led by Vice President Jenkins.
Opening Prayer – The Opening Prayer was led by Pastor Tracy Crawford

President Young announced Adopt Agenda would be moved up before Closed Session.

ADOPT AGENDA

General Counsel Ferre announced the need to add a late breaking Closed Session item #4 for labor negotiations.

President Young announced Closed Session item #1 would be pulled from the agenda as there was no update, and Presentations would be moved up to be heard before Closed Session.

Motion to adopt the agenda as amended to pull Closed Session item #1, add a late breaking Closed Session item #4, and move up Presentations.

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Daniel Jenkins, Vice President |
| SECONDER: | Kelvin Moore, Director |
| AYES: | Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young |

PRESENTATIONS

1. Presentation by San Bernardino County Supervisor Jesse Armendarez

President Young introduced Supervisor Jesse Armendarez who presented the District with a \$100,000 check for the Fontana Fire Hydrant Retrofit Project.

2. Headquarter Facilities Master Plan Presentation

Director of Engineering Welborn introduced the item and PBK Representative Jackson, who provided a PowerPoint on the Headquarters Facilities Master Plan. The discussion included the most critical facility needs, the Boards needs and concerns regarding the facilities for function, and guidance to the planning team. The Board discussed their priorities as cost effectiveness, a water conservation demonstration or a water feature, a community/event room, a studio for the Public Affairs team, a facility that is aesthetically pleasing, a facility that has ample space for staff, a board room that is open and functional, and a secured facility.

CLOSED SESSION

Public Participation on closed session matters.

President Young inquired if anyone from the public would like to speak on closed session items. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

WVWD

Minutes: 12/19/24

The Board entered into closed session at 6:47 p.m.

- ~~1. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: Naseem Farooqi v. West Valley Water District et al.~~

PULLED FROM THE AGENDA.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: Board Secretary
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: General Manager John Thiel
Unrepresented employees: Board Secretary
4. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6
Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager
Employee Groups: International Union of Operating Engineers, Local 12

Report out of Closed Session

The Board adjourned the closed session at 7:27 p.m. to conduct the business portion of the meeting which commenced at 7:27 p.m. with all Board members present.

General Counsel Ferre reported that the Board discussed the closed session items and there was no reportable action taken.

PUBLIC PARTICIPATION

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

CONSENT CALENDAR

Motion to approve Consent Calendar items #1 - #2.

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Daniel Jenkins, Vice President |
| SECONDER: | Kelvin Moore, Director |
| AYES: | Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young |

1. December 5, 2024 Regular Meeting Minutes

WVWD

Minutes: 12/19/24

2. Consider a Water System Infrastructure Installation and Conveyance Agreement with the New Home Company Southern California LLC for Gardens at the Arboretum TRACT#20362, Lots 1 & 2

BUSINESS MATTERS

1. IE Works Contract Renewal 2024/25

Human Resources and Risk Manager Sainz presented the report.

Motion to approve and adopt the IE Works 2024/25 Skilled Trades and Internship Program Agreement and authorize the General Manager to execute the agreement.

| | |
|------------------|--|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Angela Garcia, Director |
| SECONDER: | Kelvin Moore, Director |
| AYES: | Estevan Bennett, Daniel Jenkins, Kelvin Moore, Gregory Young |
| ABSENT: | Angela Garcia |

2. New Position Water Conservation Specialist

Human Resources and Risk Manager Sainz presented the report. In response to Director Garcia’s question, Mrs. Sainz indicated the salary for the position is competitive at market value and is about 15% below the Analyst salary scale, and provided an overview of the qualifications for the position.

Motion to approve the job description and salary range for the Water Conservation Specialist.

| | |
|-----------------------------|---|
| APPROVED [UNANIMOUS] | |
| MOVER: | Kelvin Moore, Director |
| SECONDER: | Angela Garcia, Director |
| AYES: | Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young |

3. Legislative Principles

Senior Public Outreach and Government Affairs Representative Hartley presented the report and presented two options for taking positions on legislative bills. Option A: Allows General Manager to take position on behalf of the District, consistent with legislative platform. Option B: Requires staff to present positions to the Board of Directors to approve each position taken.

In response to Director Garcia’s question, Miss Hartley indicated which committees reviewed the Legislative Principles and what guidance they provided. Director Garcia and Director Moore spoke in support of Option A. President Young spoke in support of Option B.

Motion to approve Legislative Principles Option A, to allow the General Manager to take positions on behalf of the District consistent with the Legislative Platform.

| | |
|------------------|--|
| RESULT: | APPROVED [3-2] |
| MOVER: | Angela Garcia, Director |
| SECONDER: | Kelvin Moore, Director |
| AYES: | Estevan Bennett, Angela Garcia, Kelvin Moore |
| NAYS: | Daniel Jenkins, Gregory Young |

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Committee Reports

President Young reported on the Policy Committee meeting.

Director Garcia reported on the Finance Committee meeting.

Director Benner reported on the Human Resources Committee meeting.

Vice President Jenkins reported on the Safety & Technology Committee meeting.

2. Board Members

Director Garcia announced the passing of a friend, Jessica Torres, and read a newspaper article dedicated to her.

Director Bennett reported on his attendance at Rialto's Chamber of Commerce Breakfast.

Director Moore reported on his attendance at San Bernardino Valley Municipal Water District's meeting, Rialto Chamber of Commerce Breakfast, and Fontana Chamber of Commerce Luncheon.

Vice President Jenkins offered condolences to Director Garcia.

President Young echoed the condolences to Director Garcia, thanked Supervisor Armendariz for the funding, and congratulated Supervisor Joe Baca Jr. for his appointment as Vice Chair.

3. General Manager

General Manager Thiel provided an update on recruitments; employee degree and certification achievements; and the employee of the month program which will include employee of the year and department of the year awards.

4. Legal Counsel

None.

Public Outreach and Government Affairs Updates

WVWD

Minutes: 12/19/24

Senior Public Outreach and Government Affairs Representative Hartley provided an update on the upcoming Sacramento legislative advocacy trip.

Public Outreach and Government Affairs Representative Medina provided a public outreach recap of recent and upcoming community events, and provided a grants update.

5. Board Secretary

Board Secretary Dominguez provided an overview of upcoming meetings and events. Due to conflicts with upcoming meetings, events, and conferences, the Board agreed to cancel the February 6th and 20th Board meetings and hold an adjourned meeting on February 13th. Additionally, they agreed to cancel Policy Review and Oversight Committee and External Affairs Committee meetings due to scheduling conflicts, and staff will further discuss possible dates for the Engineering, Operations and Planning committee meeting.

Mrs. Dominguez also provided an update on an upcoming Ethics/Brown Act Training that will be scheduled for the Board.

ADJOURN

President Young adjourned the meeting at 8:01 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
February 13, 2025

OPENING CEREMONIES

Call to Order – 6:04 p.m.
Roll Call of Board Members

| Attendee Name | Present | Absent | Arrived |
|-------------------|-------------------------------------|-------------------------------------|---------|
| Directors | | | |
| Angela Garcia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Estevan Bennett | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Kelvin Moore | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Daniel Jenkins | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Gregory Young | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| General Counsel | | | |
| Jeff Ferre | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| Henry Castillo | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Staff | | | |
| John Thiel | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Linda Jadeski | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| William Fox | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Haydee Sainz | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Joanne Chan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Elvia Dominguez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Socorro Pantaleon | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Rocky Welborn | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Mary Jo Hartley | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Gustavo Gutierrez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Albert Clinger | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Kimberly Ceron | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

Approval of Any Board Member Requests for Remote Participation - None.

WVWD

Minutes: 2/13/25

Pledge of Allegiance – The Pledge of Allegiance was led by Director Bennett.
Opening Prayer – Pastor Tracy Crawford Jr.

President Young announced Adopt Agenda would be moved up before Closed Session.

ADOPT AGENDA

President Young announced Business item #1 would be pulled from the agenda as there was additional information needed, and Business Item #2 would be moved up to be heard before Closed Session.

Motion to adopt the agenda as amended to pull Business Item #1, and move Business Item #2 to be heard before Closed Session.

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Daniel Jenkins, Vice President |
| SECONDER: | Angela Garcia, Director |
| AYES: | Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young |

BUSINESS MATTERS

2. Approve a Funding Agreement with San Bernardino County for the Bloomington Alleyway Water Main Replacement Project - Phase 3C

Assistant General Manager Jadeski presented the report.

Motion to approve a Funding Agreement with San Bernardino County for the Bloomington Alleyway Water Main Replacement Project - Phase 3C.

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Daniel Jenkins, Vice President |
| SECONDER: | Kelvin Moore, Director |
| AYES: | Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young |

CLOSED SESSION

Public Participation on closed session matters.

President Young inquired if anyone from the public would like to speak on closed session items. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

The Board entered into closed session at 6:19 p.m.

WVWD

Minutes: 2/13/25

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Government Code Section 54957
Title: Board Secretary
2. CONFERENCE WITH LABOR NEGOTIATORS Government Code 54957.6
Agency designated representative: General Manager John Thiel
Unrepresented employees: Board Secretary
3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 Receipt of claim
Claimant: Al Robles
4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Government Code Section 54957
Title: General Manager
5. CONFERENCE WITH LABOR NEGOTIATORS Government Code 54957.6
Agency designated representative: President Gregory Young
Unrepresented employee: General Manager

The Board adjourned the closed session at 6:42 p.m. to conduct the business portion of the meeting which commenced at 6:48 p.m. with all Board members present.

Report out of Closed Session

General Counsel Castillo reported that the Board discussed the closed session items and for the Public Employee evaluation, Board Secretary, the Board approved, with 4 ayes and one abstention, a 5% salary increase for the Board Secretary. For the remaining items, the Board took no reportable action.

PUBLIC PARTICIPATION

President Young inquired if anyone from the public would like to speak. San Bernardino Valley Municipal Water District Director Velasquez gave public comment. No further requests were received to speak, therefore President Young closed the public comment period.

PRESENTATIONS

Strategic Plan – Work Plan Updates

General Manager Thiel gave the PowerPoint presentation.

Discussion included outreach efforts and partnerships with local school districts, District intranet completion and role out, efforts to improve new customer experience, a request to send the final Strategic Plan to the Board, and recommendation to have the Strategic Plan Goals accessible to all staff.

The Board commended General Manager Thiel for the report and district staff for the hard work toward meeting the Strategic Plan goals.

WVWD

Minutes: 2/13/25

CONSENT CALENDAR

Motion to approve Consent Calendar items #1 - #15.

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Daniel Jenkins, Vice President |
| SECONDER: | Angela Garcia, Director |
| AYES: | Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young |

1. December 19, 2024 Regular Meeting and January 30, 2025 Special Board Meeting/Rate Study Workshop Minutes
2. Precast Concrete Chemical Buildings
3. 2025 Supervisory Control and Data Acquisition Master Plan
4. Oliver P. Roemer Water Treatment Plant Filter Media Replacement and Coating Project
5. Adopt Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services
6. Water System Infrastructure Installation and Conveyance Agreement with LIT BLV CA Pepper Avenue Owner LP for Rialto Distribution Center 1
7. Change Order 7 for the Roemer Upgrade and Expansion Project
8. Adopt a Resolution Designating Authorized Agents of West Valley Water District for the California Governor's Office of Emergency Services - State & Local Cybersecurity Grants (SLCGP) for Local & Tribal Governments (SL) Program
9. Water Supply Assessment for Locust Gateway Logistics Center
10. Purchase Order Report - January 2025
11. Fund Transfer Report - January 2025
12. Monthly Cash Disbursements Report - January 2025
13. Monthly Revenue and Expenditures Report - January 2025
14. Treasurer's Report - January 2025
15. Approve Contract for Wrought Iron Fence and Gates at Well 30

WVWD

Minutes: 2/13/25

BUSINESS MATTERS

1. Resolution in Support of Melody McDonald for ACWA JPIA Executive Committee

PULLED FROM AGENDA

3. Fiscal Year 2024-25 Mid-Year Operating & Capital Budgets Review

Interim Chief Financial Officer Gutierrez presented the report and a Power Point on the mid-year and capital budgets. The Board collectively commended Mr. Gutierrez for the presentation and the Finance Department for their diligence in maintaining the District fiscally sound.

Motion to approve Fiscal Year 2024-25 Mid-Year Operating & Capital Budgets.

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Daniel Jenkins, Vice President |
| SECONDER: | Kelvin Moore, Director |
| AYES: | Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young |

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Committee Reports

Director Garcia reported on the External Affairs Committee, and Finance Committee meetings.

Director Moore reported on the Human Resources Committee meeting.

President Young reported on the Engineering, Operations, and Planning Committee meeting.

2. Board Members

President Young presented Chief Financial Officer William Fox with a Resolution commemorating his retirement and commending his service to the District. Director Moore echoed commendations to – Mr. Fox and thanked him for his contributions and accomplishments during his tenure.

Director Bennett reported on his attendance at the Rialto Chamber breakfast.

Vice President Jenkins reported on his attendance at Supervisor Baca's event and wished everyone a happy Valentines Day.

Director Moore reported on his attendance at County Board of Supervisors meeting; and discussion with consultant JPW on the rate study.

WVWD

Minutes: 2/13/25

Director Garcia reported on the Board's Legislative trip to Sacramento, and her attendance at the Fontana Chamber luncheon.

President Young extended his gratitude to Supervisor Baca for his support of the Bloomington Alleyway Project; acknowledged Manager of Public Outreach and Government Affairs Pantaleon and he staff for their efforts in coordinating the Legislative trip; wished everyone a happy Valentines Day and asked for continued prayers for his mother.

3. General Manager

General Manager Thiel provided an update on recruitment and asked Manager of Public Outreach and Government Affairs Pantaleon for a Government and Legislative Affairs update.

Manager Pantaleon and Public Outreach and Government Affairs Representative II Ceron gave a legislative, community partnership, and community outreach update; and presented an educational video for rate payers. Miss Pantaleon clarified that the video and video segments would be shared in the next few months via social media and additional videos would be made highlighting district history and Board members.

Director Garcia requested that students participating in Earth Day receive their shirts prior to the event.

4. Legal Counsel

None.

5. Board Secretary

Board Secretary Dominguez provided an overview of upcoming meetings and events. There was discussion on the CMUA conference and overlap with the first Board meeting in March; and discussed the required Ethics/Brown act training to be scheduled in March.

ADJOURN

President Young adjourned the meeting at 6:48 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

WVWD

Minutes: 2/13/25



STAFF REPORT

DATE: March 6, 2025
TO: Board of Directors
FROM: Haydee Sainz, Human Resources & Risk Manager
SUBJECT: Approval of the Second Amendment to the Employment Agreement - Board Secretary

BACKGROUND:

At the February 13, 2025, Board meeting, the Board took action to approve a merit increase for the Board Secretary. The action is as a result of the annual performance review. The Board directed staff to bring the amended employment agreement for consideration at the next Board of Directors meeting.

DISCUSSION:

Staff discussed this matter in Closed Session with the Board of Directors on February 13, 2025, and direction was given to bring forward contract amendments for salary only to reflect a 5% merit increase adjustment for the Board Secretary position. It is therefore, recommended that the Board consider the following salary terms: Effective January 5, 2025, the Board Secretary position will receive a merit increase adjustment of 5% to their base salary.

FISCAL IMPACT:

There is no additional fiscal impact.

REQUESTED ACTION:

Approve the salary amendments to the at-will contract for the Board Secretary that reflects a 5% merit increase adjustment effective January 5, 2025.

Attachments

[WVWD Second Amendment to Board Secretary Agreement-RETRO 1.5.2025.pdf](#)

SECOND AMENDMENT
TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“Second Amendment”) is entered into by and between the WEST VALLEY WATER DISTRICT, a public agency of the State of California (“District”), acting by and through its Board of Directors (“Board”), and ELVIA DOMINGUEZ (“Dominguez”). The District and Dominguez may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. Whereas on January 5, 2023, District and Dominguez entered into that certain Employment Agreement (“Agreement”) to retain the services of Dominguez as the Board Secretary; and

B. Whereas, Section 3(b) of the Agreement provides that the Board shall evaluate the performance of Dominguez and shall consider making adjustments in the annual salary of Dominguez, as the Board may deem appropriate; and

C. Whereas, the Board has completed the annual evaluation of Dominguez and upon consideration by the Board and Dominguez, the Parties desire to enter into this Second Amendment in order to amend provisions related to compensation, as set forth below.

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Section 3(a) of the Agreement is hereby deleted and replaced, in its entirety, with the following:

3. (a) District shall compensate Dominguez for the services performed pursuant to this Agreement in the annual sum of ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED FIFTY EIGHT DOLLARS AND 00/100 (\$146,558.00**), payable in installments at the same time as other employees of the District are paid. This salary includes a five percent (5%) merit adjustment which shall be retroactive to January 5, 2025. The District shall have the right to deduct or withhold from compensation due Dominguez hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Dominguez will receive all benefits contained in Exhibit “1” titled “West Valley Water District Summary of Benefits.”

2. Balance Of Agreement To Remain In Effect Except as otherwise specifically set forth herein, the balance of the Agreement shall remain in full force and effect.

3. Effective Date This Second Amendment shall be effective as of the date of full execution by both Parties.

IN WITNESS WHEREOF, each of the parties have caused this Second Amendment to be executed as of the date set forth below.

Date: March 20, 2025

WEST VALLEY WATER DISTRICT
A Public Agency of the State of California

By: _____
Greg Young
President of the Board of Directors

Date: March 20, 2025

By: _____
John Thiel
General Manager

Date: March 20, 2025

ELVIA DOMINGUEZ



STAFF REPORT

DATE: March 6, 2025

TO: Board of Directors

FROM: Haydee Sainz, Human Resources & Risk Manager

SUBJECT: Side Letter Agreement Between The West Valley Water District and The International Union of Operators Engineers, Local Union #12

BACKGROUND:

During negotiations with the International Union of Operators Engineers, Local Union No. 12 of the Memorandum of Understanding ("MOU") with a term of July 1, 2023 through June 30, 2026 that was adopted by Resolution No. 2023-17 on or around November 16, 2023. The parties discovered that there were terms of the Parties' agreement that were not accurately reflected in the MOU.

DISCUSSION:

The District's negotiating team and the union's representatives discussed the discrepancies and after lengthy discussions the parties agreed to the changes that were necessary in order to have the MOU accurately reflect the negotiated terms. Both parties have reviewed and agreed to the final version of the MOU that reflect the necessary changes.

The changes include the following:

1. Added the on call section that was inadvertently left out
2. Added the union represented classification with designated salary increases through 2027
3. Added a section regarding subpoenaed employees
4. Added changes to the Skelly process

Staff has prepared a Side Letter that memorializes the amendments made to the MOU that was adopted by Resolution #: 2023-17. The amended MOU attached hereto as Exhibit A shall supersede and replace the original MOU that was adopted on November 16, 2023. Also included is a redlined version of the MOU that includes the changes made.

FISCAL IMPACT:

There is no fiscal impact.

REQUESTED ACTION:

Approve the 2025 side letter of agreement between the West Valley Water District and the International Union of Operators Engineers, Local Union No. 12.

Attachments

[Exhibit A Side Letter Final 3.6.2025.pdf](#)

[Redlined Changes- West Valley Water District 23-26.pdf](#)

EXHIBIT A

2025 Side Letter

EXHIBIT A

SIDE LETTER OF AGREEMENT BETWEEN THE WEST VALLEY WATER DISTRICT AND THE INTERNATIONAL UNION OF OPERATORS ENGINEERS, LOCAL UNION NO. 12

This Side Letter of Agreement ("Agreement") is entered into between the West Valley Water District ("District") and the International Union of Operators Engineers, Local Union No. 12 ("Union") (collectively, the "Parties").

WHEREAS, the Parties have a Memorandum of Understanding ("MOU") with a term of July 1, 2023 through June 30, 2026 that was adopted by Resolution No. 2023-17 on or around November 16, 2023;

WHEREAS, the Parties have since discovered that there are terms of the Parties' agreement that were not accurately reflected in the MOU;

WHEREAS, the Parties seek to amend the MOU in order to accurately reflect the Parties' agreement;

THEREFORE, having met and conferred in good faith, the Parties agree as follows:

The amended MOU attached hereto as Exhibit A shall supersede and replace the original MOU that was adopted on or around November 16, 2023.

EXHIBIT A

For the West Valley Water District:

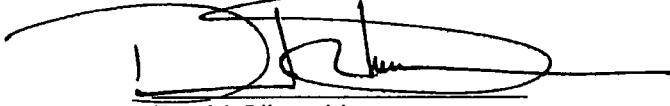
Greg Young
President

Date

John Thiel
General Manager

Date

For the IUOE, Local No. 12:



David Sikorski
Business Manager

Date

2/25/25



David Garbarino
President

Date

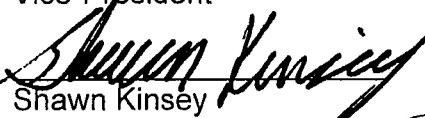
2/21/2025



Ken Hunt
Vice-President

Date

2/20/2025



Shawn Kinsey
Recording Corres. Secy.

Date

2/20/25



Perry Hawkins
Financial Secretary

Date

Feb. 20, 2025



Robert Ninteman
Treasurer

Date

Feb. 20, 2025

EXHIBIT A

2023-2026 Corrected Agreement

EXHIBIT A

LABOR AGREEMENT

BETWEEN

WEST VALLEY WATER DISTRICT

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 12**

July 1, 2023 through June 30, 2026

EXHIBIT A

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EXHIBIT A

PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July 2023, by and between the West Valley Water District, hereinafter referred to as the "District", and International Union of Operating Engineers, Local 12, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The District recognizes the Union as the representative for the purpose of establishing wages, hours, and terms and conditions of employment only for those employees employed at the District, in the classifications set forth in Article VIII of this Agreement.

All other employees shall be excluded from representation under this Agreement, including but not limited to those employed as executive staff, managers, supervisors, confidential employees, and temporary employees.

ARTICLE II DEFINITIONS

1. PROBATIONARY EMPLOYEES:

A probationary employee is an employee who has been employed for six (6) months or less but may be extended an additional three (3) months for a bona fide reason with proper notice to the Union.

2. REGULAR EMPLOYEES:

A regular "full-time" employee is one who has been hired to fill a full-time position in any job classification and has completed his/her probationary period.

3. TEMPORARY EMPLOYEES:

A temporary employee, including temporary service employees, is one employed for a project season, or specific task usually involving fewer than nine hundred sixty (960) hours per fiscal year. Temporary employees will not be used to displace bargaining unit employees.

Temporary Employees shall not be covered by the terms and conditions of this agreement. CalPERS rules and regulations govern this definition where applicable.

EXHIBIT A

4. GENDER REFERENCES:

The provisions of this Agreement shall apply alike to male and female employees. Masculine references in this Agreement shall be deemed to include feminine references and are used solely for the purposes of illustration and shall not in any way be used to designate the sex of the employee eligible for the position.

5. GRIEVANCE:

Grievance is defined as a dispute that arises between the District and the Union during the term of this Agreement regarding the interpretation, application, or enforcement of this Agreement.

6. SENIORITY:

Seniority is defined as an employee's length of continuous service in the bargaining unit from an employee's original date of hire without a break in seniority as set forth in Article VII of this Agreement.

7. QUALIFICATIONS OR QUALIFIED:

Qualifications or qualified shall be defined to include but are not limited to an employee's ability to safely, efficiently, and productively perform the work to District standards without further training or trial period.

It shall also include attendance records, evaluations, disciplinary records with a twenty-four (24) month (rolling period), training, and certification level(s).

ARTICLE III UNION RIGHTS

1. UNION ACCESS TO PREMISES:

The Business Representative of the Union shall have access to all operations during working hours for the purpose of performing his assigned duties.

After signing the Districts visitor register and wearing necessary safety equipment, the Union Business Agent shall be allowed reasonable access to the employees to investigate working conditions for the purpose of determining compliance with the terms of this Agreement, or for grievance handling.

EXHIBIT A

2. UNION STEWARDS:

The Union Steward shall be a working employee, selected by the Union who shall in addition to his regularly assigned work, be permitted to perform, during working hours, his/her duties of representing employees in the processing of grievances.

The Union shall furnish the District with a list identifying by name all Union Stewards. This list shall be kept current by the Union at all time.

Union Stewards may begin representing a grievant only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties failed to reach a resolution to the problem.

In no event under this Agreement shall any steward have the authority to call a strike or work stoppage or interfere with work in progress.

3. DUES DEDUCTION AND INDEMNIFICATION:

The District agrees to deduct and remit to Union all authorized deductions from Union members who have signed and approved authorization card or cards for such deductions in the form provided at the address of the principal office of the International Union of Operating Engineers, Local Union No. 12, as long as a copy of the approved authorization cards are provided to the West Valley Water District.

Union agrees to indemnify, defend and hold harmless District against any claims of any nature and any lawsuit instituted against District made or arising from District deduction for dues, check-off for dues, insurance or benefit programs of Union.

The written authorization for approved insurance, benefit and savings programs and the amounts of dues deducted shall be changed by District upon written request of an affected employee after notification by Union.

The written authorization for dues deduction shall remain in force and effect during the life of this Agreement between District and Union, unless cancelled in writing within a two (2) week period between June 1 and June 15 of any year.

District will promptly remit membership fees deducted to Union, together with a list of the employees who have had said fees deducted. Deductions of membership fees will be made from each pay period; provided, however, that District and Union may make together arrangements by mutual agreement.

EXHIBIT A

4. NEW EMPLOYEE ORIENTATION & INFORMATION:

Pursuant to AB119, and applicable case law, the District agrees to provide, when practical, no less than twenty (20) days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the District reasonably in advance as to the type of access requested.

The District agrees, pursuant to AB119, and applicable case law, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses of all bargaining unit employees at least every six (6) months or upon request by the Union.

Notwithstanding the foregoing, pursuant to AB119, and applicable case law, the District will not provide the Union with the home address or any phone number on file with the District of any employee who has made a written request to the District regarding nondisclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide the Union with a copy of that request.

ARTICLE IV EQUAL EMPLOYMENT

The District is an equal opportunity employer that strives to be a diverse workforce that is representative of the people we serve. All aspects of employment including the decision to hire, promote, discipline, or discharge will be based on merit, competence, performance, and business needs.

The District does not discriminate in employment on the basis of race, color, religion, age, sex (including pregnancy and gender identity), national origin, political or religious affiliation, sexual orientation, marital status, disability, genetic information, age (over 40), membership in an employee organization, retaliation, parental status, military service, or any other basis protected by law.

ARTICLE V MANAGEMENT RIGHTS

The District shall retain, whether exercised or not, solely and exclusively, all express

EXHIBIT A

and inherent rights and authority necessary to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered, in accordance with the terms and conditions contained in this agreement.

All employees shall recognize the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

- Direct and schedule work and/or overtime work as required in the manner most advantageous to the District.
- Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.
- Introduce new jobs and new and improved methods of operation, modify, or abolish existing jobs, processes, and operations.
- Discipline or discharge employees.
- Lay off personnel at any time.
- Determine assignments and establish methods and processes by which assignments are performed.
- Transfer employees within departments, divisions, and sections and to a position outside of a department, division, or section in a manner most advantageous to the District.
- Effect reorganizations and reallocation of work of the District.
- Contract for matters relating to District operations. The right of contracting or subcontracting is vested exclusively in the District.
- Determine and adopt safety, health, and property protection measures for the District.
- Establish, continue, discontinue, amend, and enforce District policies, practices, or procedures.
- The District retains the full discretion to modify these Policies at any time in accordance with law.

EXHIBIT A

The District shall also reserve all other prerogatives and responsibilities normally inherent in management.

It is further agreed that nothing in this agreement shall in any way diminish the rights of employees, the District, or the Union as established by the Meyers-Brown Act of the State of California and all amendments thereto.

ARTICLE VI HOURS OF WORK AND OVERTIME

1. WORKDAY:

The normal work week consists of forty (40) straight time hours. Employee's scheduled work hours will be dependent upon the department to which he or she is assigned. Supervisors will advise individual employees of their specific work schedules.

Changes to work hours shall be at the discretion of the General Manager and/or the Board of Directors.

The Work schedules shall be as follows:

A. Standard Schedule:

Employees work eight (8) straight time hours per day, Monday through Friday, forty (40) straight time hours per work week.

B. 9/80 Schedule:

Employees work nine (9) straight time hours per day, Monday through Thursday, and work eight (8) hours every other Friday, averaging forty (40) straight time hours per work week.

C. 4/10 Schedule:

Employees work ten (10) straight time hours per day for four (4) days per week, forty (40) straight time hours per work week.

D. Rotation Schedule:

Employees' schedules consist of a variation of the above schedules, forty (40) hours per work week.

EXHIBIT A

This Rotation Schedule shall be applicable only to employees working in operations.

2. WORK WEEK:

For all schedules with exception of rotation, the work week is defined as starting on Friday at mid-day and ending the following Friday at mid-day. For the rotation, the work week is defined as starting on Thursday at 12:00 am and ending the following Thursday at 11:59 pm.

3. REST BREAKS AND MEAL PERIODS:

A. Rest Periods

Employees get one (1) fifteen (15) minute paid break for every four (4) hours of work, to be taken in the middle of the four (4) hour period. Supervisors will schedule an employee's rest break. Employees shall not leave the jobsite or the area of the District office during rest breaks.

B. Meal Periods

A meal period of no less than thirty (30) minutes and no more than sixty (60) minutes unpaid, will be taken each work period no later than six (6) hours after an employee's regular start time.

Supervisors will schedule an employee's meal period. Employees may leave the job site or District office during meal periods.

4. OVERTIME:

A. Overtime will be paid in accordance with laws governing alternative and standard work schedules as follows:

B. Time worked in excess of forty (40) straight time hours per week, or in the case of a 9/80 alternative schedule, in excess of eighty (80) hours in the two (2) week period will be paid at overtime rates.

C. Time worked includes hours worked, sick leave used, legal holiday during the work week, vacation, jury duty and other authorized leave used during the work week.

D. Overtime will be paid at time and one-half (1.5x) the employee's regular hourly rate.

EXHIBIT A

E. All overtime must be approved by the Supervisor.

5. SCHEDULED HOURS CONSIST OF THE FOLLOWING:

- A. Standard: Eight (8) hours per day
- B. 9/80: Nine (9) hours per day; and eight (8) hours on Friday
- C. 4/10: Ten (10) hours per day
- D. Due to the nature of demands on the District, all employees may be asked to work beyond a normal employee's scheduled work shift of forty (40) hours per work week.

All employees who are required to work overtime shall be paid at time and one-half (1.5x) their regular hourly rate of pay for those hours worked beyond the normal employee's scheduled work hours of over forty (40) per work week.

- E. If an employee is called back to work after hours, on weekends, holidays or other times not considered regular hours of work, overtime shall begin at the time the employee arrives at the District or job site.
- F. If an employee is scheduled to work on a District recognized holiday, they shall receive double time (two (2x) times their regular hourly rate of pay) for hours worked on the day the holiday is observed.

6. ON-CALL:

On-call employees are not expected to disrupt their normal routine day-to-day activities while being on-call, but are expected to remain within the general area of the District and carry a District cell phone at all times when away from any previously arranged telephone location.

The "general area" of the District means that the employee should be able to return to District offices in no more than sixty (60) minutes.

On-call employees are also expected to refrain from any activities that might impair the performance of their assigned duties if called back to work.

A schedule shall be maintained by the Operations Manager whereby field employees shall be assigned, on a rotational basis, to be "on-call" after hours, on weekends, holidays and other times not considered regular hours of work for District employees.

EXHIBIT A

On-call employees shall be required to respond to a call or radio notification immediately and not longer than ten (10) minutes. If the problem cannot be fully addressed by telephone or radio communication within fifteen (15) minutes (for those with computer access; all others must be in route within ten (10) minutes), the on-call employee is required to be in route to the source of the problem and arrive at the source of the problem within the normal safe response time from the employee's location, but no more than sixty (60) minutes from departure.

Exceptions will be reviewed on a case-by-case basis for reasonableness by the supervisor, taking in account safety concerns such as road conditions or traffic issues that may warrant a longer response time.

If the on-call employee does not respond to notification after two (2) attempts by District personnel, the on-call employee will not receive on-call pay for the shift and is subject to discipline in accordance with the District's discipline policy.

On-call employees will serve on-call for one (1) week beginning on Monday at 8:00 a.m. through the following Monday, 8:00 a.m., or Tuesday at 8:00 a.m. through the following Tuesday, 8:00 a.m., depending on operational needs as determined by the District. Should the on-call week be from Monday through the following Monday and the following Monday is a Holiday, then the on-call period will end at 8 a.m. on Tuesday.

On-call employees shall receive on-call pay of one (1) hour overtime pay each day during their assigned rotation.

The on-call employee shall receive a minimum of two (2) hours overtime pay for a call-out while on-call after normal works hours.

If the on-call employee receives a second call-out within two (2) hours of the start time of the first call-out, the employee shall not receive a second two (2) hour minimum overtime pay.

The start time for the call-out and overtime pay to begin shall be at the time the employee receives the call from either the on-call dispatcher or answering service.

ARTICLE VII SENIORITY

1. QUALIFYING FOR SENIORITY:

To qualify for seniority, an employee must work an initial probationary period. When an employee has completed the probationary period, his seniority date shall revert to original hire date.

EXHIBIT A

2. APPLICATION OF SENIORITY:

Seniority will be used as a factor by the District in making layoff and recall decisions as follows and employees will be laid off in the following order:

1st – Probationary Employees

2nd – Regular Employees

- A. In the event of layoffs, it is agreed that the District may retain the qualified and senior employee. However, where the qualifications, skills, and ability of the regular employees to perform the assigned work are equal as determined by the District, regular employees will be laid off by seniority with the least senior employee being laid off first and continuing in that order. Probationary employees may be laid off at the District's discretion.
- B. Regular employees who are laid off will have recall rights for six (6) months following date of layoff.
- C. When recalling employees from layoff, the District agrees that regular employees shall be returned to work in order of seniority, subject to the same qualifications as set forth above, and subject to their ability to perform the available job without additional training.

3. NON-APPLICATION OF SENIORITY:

Except as expressly provided in Sections 2, Application of Seniority, and Article X, Vacations, the District shall not be required to utilize seniority as a factor in making employment decisions. For promotions, if all other factors are equal, Seniority will prevail.

4. ACCUMULATION:

Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave as outlined in this agreement. However, employees are not entitled to accrue or be paid benefits during such periods, except as specifically provided by this Agreement or required by law.

5. LOSS OF SENIORITY:

Seniority shall be lost, and the employment relationship shall be terminated by:

EXHIBIT A

- A. Discharge as set forth in Article XXI Discipline and Discharge.
- B. Voluntary termination or retirement. (Failure to report for regularly scheduled work for three (3) consecutive working days without notice shall be considered a voluntary quit.)
- C. Absence from work due to layoff, or other reason for a period of twelve (12) consecutive months to the extent consistent with law.
- D. Failure to notify the District of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the District through personnel records within three (3) calendar days of the employee's receipt of notice of a limited or full medical release to return to work.

It is the employee's responsibility to keep the District informed of their current mailing address.

- E. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to non-occupational or occupational illness or injury, failure to report for available work within three (3) calendar days of the employee's receipt of notice of a limited or full medical release to return to work;
- F. The employee becoming employed elsewhere during any type of leave of absence, unless the employee was employed at this job prior to his personal leave of absence, or as is otherwise mutually agreed between the District and the employee, to the extent consistent with law.

It is understood and agreed that the District may determine that special circumstances exist to justify failure to report to work or failure to respond under sections B, D and E above.

ARTICLE VIII WAGES

1. WAGE SCHEDULE:

Effective the first full pay period following July 1, 2023, current employees as of the date of Board adoption of this Agreement shall receive a cost-of-living adjustment of 7% to the employee's base salary.

EXHIBIT A

Effective the first full pay period following July 1, 2024, current employees as of the same date shall receive a cost-of-living adjustment of 4% to the employee's base salary.

Effective the first full pay period following July 1, 2025, current employees as of the same date shall receive a cost-of-living adjustment of 4% to the employee's base salary.

Upon completion of the classification and compensation study that is pending as of the date of Board adoption of this Agreement, or by March 1, 2024, whichever is sooner, the Parties agree to a limited single item re-opener of the Agreement. The single item will be a one-time salary adjustment. The Parties would consider the results of the classification and compensation study. All other terms of the Agreement would remain in full effect with the exception of Article XXIII and would not be subject to the re-opener.

Starting wages shall be paid according to the following schedule with increases effective on the first day of the pay period immediately following the date designated for the increase. Current employee's wages will be increased by the designated annual increase listed below.

| Classification | Range | 7/1/2023 | | 7/1/2024 | | 7/1/2025 | |
|------------------------------------|-------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 7% Increase | | 4% Increase | | 4% Increase | |
| | | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum |
| Accountant | 46 | \$77,635 | \$109,252 | | | | |
| Accounting Specialist I | 28 | \$50,057 | \$70,434 | | | | |
| Accounting Specialist II | 32 | \$55,183 | \$77,635 | | | | |
| Accounting Specialist III | 34 | \$57,920 | \$81,531 | | | | |
| Accounting Specialist Lead | 42 | \$70,434 | \$99,075 | | | | |
| Associate Engineer W/P.E. | 117 | \$83,988 | \$137,797 | | | | |
| Community Affairs Representative | 42 | \$70,434 | \$99,075 | | | | |
| Customer Service Rep. I | 24 | \$45,383 | \$63,894 | | | | |
| Customer Service Rep. II | 28 | \$50,057 | \$70,434 | | | | |
| Customer Service Rep. III | 32 | \$55,183 | \$77,635 | | | | |
| Customer Service Lead | 36 | \$60,849 | \$85,617 | | | | |
| Development Coordinator I | 46 | \$77,635 | \$109,252 | | | | |
| Development Coordinator II | 52 | \$89,867 | \$126,465 | | | | |
| Electrical & Instrument Specialist | 46 | \$77,635 | \$109,252 | | | | |
| Electrical & Instrument Technician | 40 | \$67,081 | \$94,353 | | | | |
| Engineering Specialist II | 32 | \$55,183 | \$77,635 | | | | |
| Engineering Technician I | 34 | \$57,920 | \$81,531 | | | | |
| Engineering Technician II | 38 | \$63,894 | \$89,867 | | | | |
| Engineering Technician III | 42 | \$70,434 | \$99,075 | | | | |
| Field Office Specialist I | 24 | \$45,383 | \$63,894 | | | | |
| Field Office Specialist II | 24 | \$45,383 | \$63,894 | | | | |
| Field Operations Specialist I | 24 | \$45,383 | \$63,894 | | | | |

EXHIBIT A

| Classification cont'd | Range | 7/1/2023 | | 7/1/2024 | | 7/1/2025 | |
|-------------------------------------|-------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 7% Increase | | 4% Increase | | 4% Increase | |
| | | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum |
| Field Operations Specialist II | 32 | \$55,183 | \$77,635 | | | | |
| GIS Administrator | 54 | \$94,415 | \$132,792 | | | | |
| GIS Coordinator | 46 | \$77,635 | \$109,252 | | | | |
| Info Technology Administrator | 54 | \$94,415 | \$132,792 | | | | |
| Info Technology Support Specialist | 46 | \$77,635 | \$109,252 | | | | |
| Planner/Scheduler | 44 | \$73,929 | \$104,010 | | | | |
| Public Affairs Analyst | 46 | \$77,635 | \$109,252 | | | | |
| Purchasing Analyst | 46 | \$77,635 | \$109,252 | | | | |
| Purchasing/Inventory Specialist I | 28 | \$50,057 | \$70,434 | | | | |
| Purchasing /Inventory Specialist II | 30 | \$52,561 | \$73,929 | | | | |
| Receptionist | 22 | \$43,210 | \$60,849 | | | | |
| Assistant Water Systems Operator | 26 | \$47,697 | \$67,081 | | | | |
| Water Systems Operator I | 30 | \$52,561 | \$73,929 | | | | |
| Water Systems Operator II | 36 | \$60,849 | \$85,617 | | | | |
| Water Systems Operator III | 40 | \$67,081 | \$94,353 | | | | |
| Lead Water Systems Operator IV | 44 | \$73,929 | \$104,010 | | | | |
| Water Quality Specialist | 44 | \$73,929 | \$104,010 | | | | |

* Some of the above positions are not currently allocated and not currently funded by the Board and the District has no obligation to allocate or fund these positions in the future. If these positions are allocated by the Board in the future, these positions are covered by this Agreement.

2. PAY PERIODS:

The District will pay employee wages on a bi-weekly basis. The District may provide direct deposit services for the convenience of the employees.

Check may be issued to those employees requesting exemption from direct deposit payments.

3. TIME REPORTING:

For the purpose of computing wages, time shall be accounted for in fifteen (15) minute increments.

4. TERMINATION PAY:

Employees shall receive termination pay equivalent to all hours worked, accrued vacation and available floater holidays not used. The termination paycheck shall be issued as follows:

EXHIBIT A

A. Termination Notice Given with More Than 72 Hours' Notice:

Issued the last day of employment. An employee who provides a seventy-two (72) hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The paycheck shall be made on the last day of employment.

B. No Termination Notice Given or Less Than 72 Hours' Notice:

Issued within seventy-two (72) hours of the last day of employment.

C. Termination/Firing:

At termination.

ARTICLE IX HOLIDAYS

1. HOLIDAYS:

A. The following are considered as approved holidays for employees of the District:

1. New Year's Day, January 1st
2. Martin Luther King, Jr. Day (shall follow Federal Guidelines)
3. Lincoln/Washington Birthday – Presidents' Holiday
4. Memorial Day, Last Monday in May
5. Juneteenth, June 19th
6. Independence Day, July 4th
7. Labor Day, First Monday in September
8. Veterans Day, November 11th, or as designated
9. Thanksgiving Day, Fourth Thursday in November
10. Day after Thanksgiving
11. Day before Christmas Day
12. Christmas Day, December 25th
13. Day before New Year's Day
14. Floating Holiday- Effective January 1st of each Calendar Year
15. Floating Holiday- Effective July 1st of each Fiscal Year

B. The Board of Directors shall have the authority to grant a holiday in any year on any nationally recognized holiday, if there is some special significance given to the holiday to be celebrated.

EXHIBIT A

- C. If any of the above holidays should fall on a Saturday, the preceding Friday shall be observed as the holiday.
- D. If any of the above holidays should fall on a Sunday, the following Monday shall be observed as the holiday.
- E. Holiday Pay – If a holiday falls on a day that an employee is not scheduled to work, the employee will receive the following hours for the paid holiday at their regular straight-time rate of pay:

Standard 5/8 Work Schedule- 8 hours

9/80 Work Schedule- 9 hours

4/10 Work Schedule- 10 hours

If a holiday falls on a day that an employee is scheduled to work and the employee does not work on such day, then the employee does not receive the aforementioned holiday hours.

Employees who work on a holiday will receive holiday pay and straight time pay for the actual time worked on the holiday (holiday pay plus straight time pay equates to "double time" pay). Such employees do not receive a floating holiday for this same day.

ARTICLE X VACATIONS

1. VACATION:

Vacation is an earned right to a leave with pay for recreation and well-being of the employee. Vacation time shall not be used for sick leave except upon a special written request of the employee and approved by the General Manager.

2. ACCRUAL:

Vacation leave accrues per complete pay period and is credited each pay period. Such vacation allowance shall be available as accrued.

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| Length of Continuous Service | Annual Vacation Allowance | Pay Per Period Accrual | Maximum Allowed Accrued Vacation |
|------------------------------|---------------------------|------------------------|----------------------------------|
| After 1 Year | 80 Work Hours | 3.1 Work Hours | 120 Work Hours |
| After 4 Years | 120 Work Hours | 4.6 Work Hours | 180 Work Hours |
| After 9 Years | 160 Work Hours | 6.2 Work Hours | 240 Work Hours |
| After 14 Years | 200 Work Hours | 7.7 Work Hours | 300 Work Hours |

Once an employee's vacation accrual allowance reaches the maximum allowed accrued vacation, the employee will no longer continue to accrue vacation time until the vacation is used or cashed out.

Once the accrued vacation balance falls below the accrued maximum, the employee will begin to accrue vacation time again, up to the maximum.

3. APPROVAL:

Vacation periods shall be taken annually with the approval of the employee's supervisor.

Vacation leave shall be taken at such time as will not impair the work schedule or efficiency of the District, except that no employee shall lose earned vacation time because of the urgency of work. Employees must provide as much notice as possible and provide two (2) weeks' notice for vacation requests of one (1) week or more. Employees will receive notice of approval or denial within five (5) days of request.

4. VACATION/FLOATER CASH OUT:

Employees may cash out four (4) times during the year for a maximum of one hundred sixty (160) hours of their accrued vacation/floater time, as long as they maintain a minimum of forty (40) hours of accrued vacation/floater time and they have used forty (40) hours of accrued vacation/floater time in the previous twelve (12) month period. The cash out increment can be any combination with a minimum of twenty (20) hours and a maximum of sixty (60) hours within the calendar year.

The request needs to be submitted to the Human Resources Department.

The employee is allowed a maximum of eighty (80) floater hours. Once an employee's floater accrual allowance reaches the maximum allowed, the employee will no longer continue to accrue floater time until the floater hours are used or cashed out. Once the accrued floater balance falls below the accrued maximum, the employee will begin to accrue floater time again, up to the maximum.

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ARTICLE XI SICK LEAVE

1. SICK LEAVE:

Sick leave is provided to promote the health and welfare of the individual employee. It is not an earned right to time off from work. Sick leave may be used for:

- (1) diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
- (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230(c) and 230.1(a).

Sick leave shall not be used for vacation or personal leave, unless approved by the General Manager or his designee.

A medical release may be required upon returning to work for any sick leave absence exceeding three (3) consecutive workdays.

2. ACCUMULATIVE SICK LEAVE:

Each full-time employee accrues 3.7 hours for each complete pay period of employment.

Employees must be employed for ninety (90) days before taking any accrued sick leave. Earned sick leave is available for use the first day following the pay period in which it is earned. Sick leave is accumulated in unlimited amounts. The minimum charge against sick leave shall be one-fourth (1/4) hour increments.

3. PAY:

Sick leave will be paid at the employee's regular hourly rate at the time used.

4. ACCRUAL:

All sick leave will be accrued per complete pay period and will be credited per pay period.

Persons on sick leave who have exhausted all accrued sick time will not accumulate additional sick leave until after returning to work, except under special circumstances as approved by the Board of Directors.

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5. NOTICE OF SICKNESS:

The employee must notify his/her immediate supervisor, or in his/her absence, another supervisor within their work area at the District offices within one-half (1/2) hour after the employee's normal start time each day of absence to qualify for sick leave with pay, unless the employee has provided the District with a work release signed by his/her doctor or unless a medical emergency prevents prior notice, in which case, notice must be provided as soon as reasonably possible.

Text or voice mail notice is acceptable; however, an acknowledgement must be received from the employee's Supervisor. An employee provided with a work release shall periodically notify his/her supervisor of the status of his/her health or injury condition and estimated time of return to work.

The Supervisor should be given as much notice as possible when an employee has scheduled a medical appointment.

6. IMPROPER USE:

Extending your vacation, weekends, and/or holidays increases the workload of your coworkers, places an undue burden on the team, and unreasonably delays projects, daily workloads and/or scheduled maintenance without good cause.

Employees are expected to be at work unless on pre-Approved leave and employees shall not extend weekends, holidays, or approved time off unless time off has been pre-approved or appropriate certification is submitted to the District.

Where there is reason to believe an employee has abused any paid leave; the District may require the employee to submit a doctor's certificate, affidavit, or other documentation on forms prescribed by the District, as substantiation of a sick leave absence in excess of three (3) consecutive work days. A failure to provide the required documentation will result in the deduction of salary of the days of absence and may result in disciplinary action.

The District encourages its employees to maintain sufficient paid leave balances in the event the employee is subjected to an unforeseen emergency or incident requiring multiple days off with little or no notice to the Supervisor. Leave use patterns indicated above may suggest an "earn and burn" leave abuse pattern and may be subject to disciplinary action.

7. SICK LEAVE CONVERSION-TERMINATION BENEFITS:

- a) Upon retirement, permanent disability or death, an employee, or estate of a deceased employee, may elect to have all accrued sick leave applied to such employee's PERS retirement account as provided for in the contract between PERS and the District. Such employee, or estate of a deceased employee, must

EXHIBIT A

elect to apply one hundred percent (100%) of accrued sick leave to such employee's PERS retirement account, or Sections (b) and (c) below shall apply.

- b) In the event the employee, or estate of a deceased employee, does not make the election pursuant to Section (a) above, upon retirement, permanent disability or death, an employee or the estate of a deceased employee will be paid for unused sick leave accrued to the date of retirement, permanent disability or death, based upon the formula below.

CHART:

| Sick Leave Accrued as of Date of Retirement, Permanent Disability or Death | Percentage (%) to be paid |
|--|---------------------------|
| 480 Hours or less | 30% |
| 481 to 600 Hours | 35% |
| 601 to 720 Hours | 40% |
| 721 to 840 Hours | 45% |
| 841 to 960 Hours | 50% |

- c) Upon retirement, permanent disability or death, all accrued and unused sick leave above the cash payment formula shall be applied to the employee's PERS retirement account as provided for in the contract between PERS and the District or an employee may elect to allow all sick leave to be applied to the retirement account.
- d) In no event shall any employee, or estate of a deceased employee, receive cash payment under this Section in excess of four hundred eighty (480) hours.

8. SICK LEAVE CASH OUT:

The District will pay up to forty (40) hours of accrued sick leave per year under the following conditions.

- a) A total of one hundred (100) hours must be maintained after reimbursement.
- b) The request for reimbursement must be submitted in writing to the Human Resources Department.
- c) The General Manager must approve all requests.
- d) Sick Leave Cash Out payments will be made on an off-cycle payroll week in November.

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ARTICLE XII BEREAVEMENT LEAVE

All employees, including temporary employees, may utilize paid bereavement leave to attend to a funeral or memorial service, or to take care of family matters, that are related to the death of a member or immediate family or any relative living with the employee.

1) Definition:

"Immediate family" consists of the following: employee's spouse, registered domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a registered domestic partner.

Employees are entitled to up to five (5) days for each death in the immediate family or any relative living with the employee. An employee who utilizes bereavement leave shall notify his/her supervisor or department head of the intent to use such leave. The employee requesting bereavement leave must present acceptable supporting documentation to Human Resources within thirty (30) days following the event. Supporting documentation may include an obituary, funeral announcement or any other documentation deemed acceptable in the sole discretion of the Human Resources Department.

If additional time is needed, an employee may request to use accrued sick leave, subject to the approval of the of the Department Head and the Director of Human Resources & Risk Management.

ARTICLE XIII JURY DUTY

1) JURY DUTY:

Any employee who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor or department head as soon as possible.

Any employee who is released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor.

Verification from the court clerk, generally Attendance Slips, are to be turned in to the Human Resources Department.

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District employees are to complete the Waiver of Pay form at the courthouse. Please ask the court clerk for more information. Employees are required to only waive the daily per diem fee. Mileage and/or parking may be optional.

If an employee receives a court check that includes a per diem or daily fee, it is his or her responsibility to return those monies to the court. Employees, may, however, keep any mileage and/or parking reimbursements.

a) Non-Exempt Employees

All non-exempt employees will be paid for actual work hours missed for time spent in jury service or court.

The time spent on jury duty is not work time for purposes of calculating overtime compensation.

b) Exempt Employees

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties.

2) SUBPOENAED EMPLOYEES:

a) District Related

Any employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her District job duties, must give his or her supervisor as much advance notice as is possible.

The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time.

The District will offset the amount from pay the employee receives for witness fees.

b) Non-District Related

Any employee who is subpoenaed to appear or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings.

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An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

The District also provides unpaid leave to eligible employees who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena or other court order, that was not initiated by the employee and that does not involve an event or transaction in the course of the employee's District job duties.

Employees may use accrued time, including vacation or compensatory time off, and/or unused paid time off for leave taken under this policy. Time spent in these proceedings is not considered work time.

ARTICLE XIV OTHER LEAVES OF ABSENCE

The District shall provide all other leave of absences, to each employee covered by this agreement under the same terms and conditions as other non-supervisory employees of the District, not covered by a collective bargaining agreement.

ARTICLE XV BENEFITS

1. SOCIAL SECURITY PLAN:

The District participates in Social Security with the employee/employer being responsible for their respective portion as mandated by the Social Security Administration.

2. California Public Employees' Retirement System (CalPERS):

A. The California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013, changes the way CalPERS retirement and health benefits are applied, and places compensation limits on members. The greatest impact is felt by new CalPERS Members (2% @ 62). As defined by PEPRA a new member includes:

- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six (6) months.

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- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.

B. All members that don't fall into the definitions above are considered Classic Members. Classic Members will retain the existing benefit levels for future service with the same employer.

Classic Members (2% @ 55), the District pays the total cost of the member (employee) and employer contributions.

3. LONG TERM DISABILITY PLAN:

Becomes effective on the first of the following month after sixty (60) days of employment. District pays total cost.

4. LIFE INSURANCE PLAN:

Becomes effective on the first of the following month after sixty (60) days of employment. District pays total cost, including dependents. Coverage: Two (2) times annual salary up to a maximum of \$175,000.00.

5. HEALTH PLANS:

- a. Become effective on the first of the following month after thirty (30) days of employment.
- b. District pays total cost including dependents.

6. VISION SERVICE PLAN:

Becomes effective on the first of the following month after thirty (30) days of employment. District pays total cost, including dependents.

7. DENTAL PLAN:

Becomes effective on the first of the following month after thirty (30) days of employment. Coverage includes orthodontic benefits after one-year (1) year of employment. There is the option of "fee-for-service" or the "HMO" plan. District pays total cost, including dependents.

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8. WORKER'S COMPENSATION:

All District employees are covered on the first day of work. The law requires that the employer pay all premiums.

9. DEFERRED COMPENSATION:

A Deferred Compensation Plan is available to those who wish to participate. The District will match the following contributions per pay period based on the employee's contribution as follows:

| Employee Contributions | Employer Match |
|-------------------------------|-----------------------|
| \$50.00 | \$25.00 |
| \$100.00 | \$50.00 |
| \$150.00 | \$75.00 |

10. C.O.B.R.A. (Consolidated Omnibus Budget Reconciliation Act of 1985):

Employees (or former employees), their spouses and dependents shall be offered a temporary extension of group health insurance when coverage is lost due to certain events, such as: Change in employee's work status, divorce, and/or dependent child ages out of coverage.

The Human Resources Department should be notified immediately of these types of changes.

11. LIFE CHANGING EVENTS:

Employees must notify the Human Resources Department immediately of any life event changes such as: marriage, divorce, legal separation, birth or adoption and death as these have an effect on insurance coverage.

12. ADDITIONAL EMPLOYEE BENEFITS:

The District shall offer additional employee Benefits, to each employee covered by this agreement under the same terms and conditions as other employees of the District, not covered by a collective bargaining agreement.

EXHIBIT A

ARTICLE XVI SAFETY

1. GENERAL:

The parties to this Agreement are responsible for mutual and cooperative enforcement of safety rules and regulations.

The District and the employees agree to observe all state and federal laws relating to safety and health, and the District safety rules set forth in its employee handbook, including signing the Injury and Illness Prevention Program.

All work-related accidents and injuries must be immediately reported to their immediate supervisor or the Human Resources Department.

Protective clothing required by the District shall be worn at all times while working.

Employees must cooperate in the investigation of work-related accidents and injuries.

Employees are encouraged to report safety concerns and suggest ways to improve practices and procedures relating to safety to their supervisor, the safety committee, or the HR Department.

All unsafe conditions shall be promptly submitted by employees to their supervisor, the safety committee, or the HR Department.

2. SAFETY SHOES:

- a. The District will pay for or reimburse employees up to two hundred fifty dollars (\$250.00) for one pair of safety shoes per year.
- b. A second pair of safety shoes can be authorized by approval of the Supervisor if employees show the first pair is worn out and needs replacement.

3. PROTECTIVE EYE WEAR:

Prescription safety glasses, when requested by the employee, will be provided at District expense up to two hundred fifty dollars (\$250.00) per pair per year for those employees.

EXHIBIT A

ARTICLE XVII APPROPRIATE DRESS

1. EMPLOYEE APPEARANCE AND DRESS:

The dress code, tattoo, and body piercing appearance standards are designed to promote the District's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

It is important that our District conveys to the public, customers, and business associates the best possible image.

2. DRESS CODE:

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all District employees, unless otherwise stated:

- a) All clothing and footwear must be neat, clean, in good repair and appropriate for the work environment and functions performed. Loose clothing is not to be worn when operating equipment, as shown in the District's Safety and Injury Prevention Program Manual.
- b) Prescribed uniforms and safety equipment must be worn.
- c) Hair must be neat, clean, and well-groomed. The District will not consider traits that are historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks, and twists, inappropriate under this Policy. However, the District may prohibit hairstyles based on a bona fide occupational qualification or applicable security regulations. Hair must be of a style and length to avoid coming into contact with moving equipment.
- d) Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion. Beards and mustaches must be of style and length to avoid coming into contact with moving equipment.
- e) Jewelry that does not pierce the skin is acceptable except where it constitutes a health or safety hazard.
- f) Good personal hygiene is required.

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- g) Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.
- h) No dress code can cover all contingencies so employees must use good judgment in their choice of clothing and shoes worn to work. Employees must use common sense. For example – if you would wear it to the beach or pool, it is not appropriate for the workplace.

Casual dress is every Friday, the week of Thanksgiving, the two weeks at Christmas and New Year's, and any other day as designated by the General Manager.

3. ADDITIONAL GUIDELINES FOR NON-FIELD EMPLOYEES:

| DO | CASUAL DAYS ONLY | DON'T |
|--|--|--|
| WVWD Logo attire Blouses/sweaters/knit tops/banded-collar shirts Collared polo shirts Corduroys Footwear: loafers, dress shoes, ankle or knee boots, flats, dress shoes, pumps, dress sandals, leather deck shoes Khaki/chino/twill pants Knitted shirts Oxford button-down shirts Polo/gold shirts Slacks, dress pants and capris Sport coats/blazers Tights with acceptable skirt or dress lengths Suits (ties optional) Turtlenecks Dresses Sweaters | Jeans Casual skirts, culottes, and Bermudas (below the knee) Capri pants Footwear: athletic shoes, sneakers, casual boots, western boots, sandals T-shirts Non-collared shirts Sweatshirts without hoods Shirts with sports team, university, or school names | Loungewear Flip flops, slippers, or unsafe shoes Sweatpants, running suits, shorts, overalls Spandex pants, leggings, jeggings, shorts, tight skirts, mini-skirts, beach dresses Skin-tight, thin, or transparent clothing Spaghetti strap tops or dresses Velcro sandals (no Texas or Birkenstocks) Shirts with potentially offensive words, terms, logos, pictures, cartoons, graphic designs, or slogans Torn/ripped/frayed clothing Clothing revealing tattoos, cleavage, your back, your chest, your stomach, or your underwear Clothing shorter than 2" from the knee Hoodie type sweatshirts |

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4. ADDITIONAL GUIDELINES FOR FIELD EMPLOYEES:

a) Clothing

The District supplies all field personnel with uniforms. Any field employee not wearing a complete uniform while performing District functions is subject to disciplinary actions.

Uniforms are not to be worn for personal use. Each employee who is required to wear a uniform will be issued the necessary amount of uniforms.

b) Field Employees shall wear their uniforms on casual days.

The District shall determine the uniform to be worn by the uniformed supervisors, and shall be as follows: white one-pocket dress shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

All other field employees who have routine customer contact in the field or off-premises shall wear a District issued uniform. The District uniform to be worn by field employees shall be as follows: blue button-down shirts or t-shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

Supervisors will ensure all their employees are wearing complete uniforms. Failure to wear a complete uniform may result in disciplinary action.

The District will replace torn, worn out, or damaged uniforms, as they occur during the normal course of the employee's work day, at no cost to the employee. However lost or missing uniforms are the responsibility of the employee and the cost of replacing lost or missing uniforms will be billed to the employee.

Upon separation from the District an employee is required to return all uniforms. If they do not do so, they may be billed for the cost of the missing uniforms.

5. COMPLIANCE:

If clothing fails to meet these standards as determined by the employee's director, supervisor or the Director of Human Resources & Risk Management, the employee may be sent home to change clothes and will be required to use vacation or floater hours for time away from work.

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If hours are not available, the time away from the office for non-exempt employees will be unpaid. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

ARTICLE XVIII MEDICAL EXAMINATIONS AND BACKGROUND CHECKS

1. MEDICAL EXAMINATIONS:

The District may require an employee to submit to a medical examination by a District designated physician in order to verify the nature and/or extent of any medical conditions limiting the employee in his ability to perform the duties of his job.

2. BACKGROUND CHECKS:

Every employee shall comply with the District Policies as well as state and local laws in regard to background checks.

Background checks shall be performed by qualified employment background service firms.

ARTICLE XIX PERFORMANCE OF BARGAINING UNIT WORK

The District, the Union and the employees agree that the parties have an obligation to work as a team to improve efficiency and reduce costs.

Therefore, supervisors are not restricted in the performance of a minimum amount of bargaining unit work under any of the following conditions:

- A. Emergency or situations requiring special skills or equipment.
- B. Setting up or testing equipment.
- C. Devising new methods or systems.
- D. Instructing or training employees.

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E. Bargaining unit employees are not available due to employee absences.

In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced, or utilized by the District which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this agreement shall perform such work.

ARTICLE XX CONTRACTING OUT WORK

The District reserves the right to contract out work or operations in whole or in part, when it determines that such is necessary for efficiency, economy, quality, emergency, or other business considerations.

Such contraction out of work shall not lead to a layoff of bargaining unit employees.

Contracting out work for reasons other than emergency:

In the event the District chooses to exercise its right to contract out bargaining unit work for reasons other than emergency, the District agrees to notify the Union of its intention seven (7) calendar days prior to exercising its right.

Additionally, the District agrees to discuss the contracting out of bargaining unit work with the Union and to give reasonable consideration to the Union's suggestions.

ARTICLE XXI DISCIPLINE AND DISCHARGE

1. CAUSES FOR DISCIPLINE AND PROCEDURES:

It is the policy of the District that employees may be disciplined for, including but not limited to, any of the following causes of discipline:

- a) Providing false information in your application for employment;
- b) Violation of any department rule, District policy or District regulation, ordinance, or resolution;
- c) Violation of the District's policy against harassment, discrimination, and retaliation;
- d) Absence without authorized leave or tardiness;
- e) Excessive absenteeism and/or tardiness;

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- f) **Use of leave from work in a manner not authorized or provided for under District policies;**
- g) **Making false representation or statement, or making any omission of a material fact;**
- h) **Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;**
- i) **Unsatisfactory job performance;**
- j) **Inefficiency;**
- k) **Damaging any District property, equipment, resource, or vehicle, or the waste of District's supplies through negligence or misconduct;**
- l) **Insubordination; or insulting or demeaning the authority of a supervisor or manager;**
- m) **Dishonesty;**
- n) **Theft;**
- o) **Violation of the District's or a department's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity;**
- p) **Misuse or unauthorized use of any District property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, District communication systems, District vehicles or intellectual property.**
- q) **Mishandling of public funds;**
- r) **Falsifying or tampering with any District record, including work time or financial records;**
- s) **Discourteous or offensive treatment of the public or other employees;**
- t) **Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.**
- u) **Failure to inform your department head and supervisor that you are undergoing a criminal investigation and may be charged with a crime that may impact your employment and duties with the District;**

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- v) Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
- w) Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the District;
- x) Any conduct that impairs, disrupts, or causes discredit to the District, to the public service, or other employee's employment;
- y) Reckless or unsafe conduct;
- z) Working overtime without prior authorization or refusing to work assigned overtime;
- aa) Carrying firearms or other dangerous weapons while on duty when not required by job duties;
- bb) Physical violence, fighting, or creating a disturbance;
- cc) Horseplay or fighting;
- dd) Conducting non-District business activities during working hours;
- ee) Destroying or willfully damaging District or employee property, records, or other materials;
- ff) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment;
- gg) Violation of the District's Media Policy

2. TYPES OF COUNSELING, REPRIMANDS AND DISCIPLINE:

The following are types of counseling, reprimands, and discipline which the District may impose:

a) Counseling Memo:

A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem.

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A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or discipline procedures described below.

b) Verbal reprimand:

A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.

c) Written reprimand:

A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below.

The employee has the right to have his or her written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the Personnel Officer within 14 days after the reprimand is received.

d) Suspension Without Pay:

The District may suspend an employee from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation.

Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

e) Reduction in Pay or Paid Leave:

The District may reduce an employee's pay or paid leave for cause.

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A reduction in pay for disciplinary purposes may take one of three forms: 1) a decrease in salary to a lower step within the salary range; 2) a decrease in salary paid to an employee for a fixed period of time; 3) loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off.

Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation.

A reduction in pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.

f) **Demotion:**

The District may demote an employee from his or her position to a lower step or position for cause.

Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and discipline procedures described below.

g) **Termination:**

The District may terminate an employee from his or her position for cause.

Documents related to the termination shall become part of the employee's personnel file when the termination is final.

A terminated employee is entitled to the discipline and discipline procedures described below.

3. **SKELLY PROCESS:**

The following types of discipline will require the District to initiate and put the employee through a Skelly quasi-judicial process as referenced in Section 2003.

- 1) Suspension Without Pay
- 2) Reduction in Pay or Paid Leave
- 3) Demotion

EXHIBIT A

4) Termination

4. DISCIPLINE PROCEDURES:

The following discipline procedures only apply to the District's regular employees.

All employees other than regular employees, namely at-will employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.

The following discipline procedures apply only to suspension without pay for four or more days, reduction in pay, demotion, or termination.

a) Skelly Notice of Intended Disciplinary Action to Employee:

The Skelly process will require written notice to the subject employee of the intended disciplinary action shall be given to the employee, which will include the following information:

1. The level of the intended discipline;
2. The specific charges that support the intended discipline;
3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;
4. A copy of all materials upon which the intended discipline is based;
5. Notice of the employee's right to respond to the department head regarding the intended discipline within five (5) working days from the date of the notice, either by requesting *Skelly* conference, or by providing a written response, or both;
6. Notice of the employee's right to have a representative of his or her choice at the *Skelly* conference; and
7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

b) Response by Employee and Skelly Conference/Meeting:

If the employee requests a *Skelly* Conference, the department head or designee will conduct an informal meeting with the employee.

EXHIBIT A

During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances.

The department head will consider the employee's presentation before issuing the disciplinary action.

The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

c) Final Notice of Discipline:

After the *Skelly* conference and/or timely receipt of the employee's written response, the Department of Human Resources in collaboration with the department head will:

1. Take no disciplinary action;
2. Modify the intended discipline; or
3. Impose the intended disciplinary action.

In any case, the Department of Human Resources in collaboration with the department head will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of discipline;
- The specific charges upon which the discipline is based;
- The summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

d) Delivery of the Final Notice of Discipline:

The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person.

EXHIBIT A

If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

5. DISCIPLINE APPEAL PROCEDURES:

The following appeal procedures only apply to the District's regular employees. All employees other than regular employees, namely at-will employees, may be discipline or separated at will, with or without cause, and without the disciplinary appeal procedures listed below.

The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, or termination.

1) Request for Appeal Hearing:

An employee may submit a written request for appeal to the Personnel Officer within fourteen (14) days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee, whichever is earlier.

Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

2) Appeal Hearing Officer:

The appeal hearing officer shall be an individual selected by the General Manager through State Mediation and Conciliation Services (SMCS) or the California Office of Administrative Hearings (OAH).

3) Date and Time of the Appeal Hearing:

Once the appeal hearing officer has been designated, Human Resources will set a date for an appeal hearing.

The employee shall be notified in writing at least twenty-one (21) days prior to the hearing of the scheduled date.

4) Prehearing Notice of Witnesses and Evidence:

No later than ten (10) days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing.

EXHIBIT A

The District will use numbers to identify its evidence; the employee will use alphabet letters.

Neither party will be permitted to call any witnesses or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

5) **Subpoenas:**

Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing.

Each party is responsible for serving his/her/its own subpoenas.

District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

6) **Continuances:**

The appeal hearing officer may or may not decide to request by either party to continue a scheduled hearing.

7) **Record of the Appeal Hearing:**

The hearing shall be recorded, either electronically or by the court reporter, at the option of the District.

If the District orders a transcript or makes a transcript of the recording, the District will notify the employee within three (3) days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.

8) **Employee Appearance:**

The employee must appear personally before the hearing officer at the time and place set for the hearing.

The employee may be represented by any person he or she may select.

EXHIBIT A

ARTICLE XXII GRIEVANCE AND ARBITRATION PROCEEDURE

GRIEVANCE STEPS:

Employees and/or the Union shall attempt to resolve disputes and misunderstandings by informally referring those disputes to their immediate supervisor or a District representative prior to pursuing grievance steps. In the event such informal resolution is not successful or possible, grievances shall be dealt with in the following manner:

A. Step 1.

Any employee covered by this Agreement who has a grievance must reduce it to writing, and date and sign the grievance form. If the Union is filing the grievance, it should also be reduced to writing, dated, and signed by the Union representative. The written grievance must briefly describe the nature of the alleged violation and cite the specific provision(s) of the Agreement allegedly violated.

The grievance shall be presented by the employee and/or the Union Business Representative to the Supervisor or designate within fourteen (14) calendar days from the day the employee knew of the alleged violation.

Within fourteen (14) calendar days of the date it was presented to him/her, the Supervisor, or his/her designee, shall meet with the employee and/or Union Business Representative, and respond in writing to the grievance.

B. Step 2.

In the event the Union disagrees with the written decision of the Supervisor, the dispute may be referred to Step 2, provided the Union notifies the District in writing of its intention to do so within fourteen (14) calendar days after receiving the Supervisor's written decision or within fourteen (14) calendar days of when the decision was due.

The grievance will be heard by the Department Manager or his designee, within twenty-one (21) calendar days of receiving the written appeal. In some instances, grievances may be heard via telephone conference.

The Department Manager will respond in writing to the grievance within fourteen (14) calendar days following the hearing.

EXHIBIT A

C. Step 3.

The grievance will be heard by the General Manager or designee in conjunction with the General Manager or designee within twenty-one (21) calendar days of receiving the written appeal. The District Designee will respond in writing to the grievance within fourteen (14) calendar days following the hearing.

D. Step 4.

A grievance, which has not been resolved there under may be referred to arbitration by the Union within fifteen (15) calendar days after receipt of the District's Step 3 answer or when the Step 3 answer was due.

The appointment of an impartial Arbitrator shall be made from a list of seven (7) impartial arbitrators furnished to the parties under the procedure and rules of the American Arbitration Association (AAA). Employees shall have no independent right to arbitration absent the Union's decision to refer a matter to arbitration.

1. The arbitration hearing shall be held as promptly as possible.
2. The Arbitrator's authority shall be limited to the application of this Agreement and the arbitrator shall have no authority to render any award that amends, alters, or modifies any provision of this Agreement or otherwise to change the District's policies and procedures.
3. In an arbitration relating to the discharge of an employee, the Arbitrator's decision shall be final, exclusive, and binding upon the District, the Union, and the employees.
 - a) Should the arbitrator overturn the discharge, the arbitrator may order reinstatement of the employee with back pay for time lost.
 - b) Awards shall not in any case be made retroactive to a date prior to the date on which the discharge occurred.
4. All other matters decided by the Arbitrator, other than discharges, will be non-binding and appealable by the District or the Union to the West Valley Water District Board of Directors.
 - a) Should the arbitrator overturn a suspension, the arbitrator may order reinstatement of the employee with back pay for time lost.

EXHIBIT A

b) Awards shall not in any case be made retroactive to a date prior to the date on which the suspension occurred.

5. The full costs of the Arbitrator and hearing room shall be shared by the parties. All other expenses incurred by a party shall be borne by that party.

E. Time Limitations:

The time limitations set forth above may be extended by mutual written agreement.

ARTICLE XXIII STRIKES AND LOCKOUTS

The Union agrees that during the term of this Agreement, neither the Union, its agents, nor its members will authorize, aid, instigate, condone, nor engage in a slowdown, work stoppage, picketing, nor other interruption of work. "Sympathy Strikes" in support of other units are specifically prohibited.

In the event of a work stoppage in violation of this Article, the Union will immediately notify the employees engaging in such unauthorized activities to cease and desist.

It shall be grounds for the District to discharge any employee engaging in any strike, work stoppage, slowdown, picketing or other activity which has the effect of impeding or obstructing operations, safety or maintenance of the plant.

No Lockout.

The District agrees that there will be no lockouts during the term of this Agreement.

ARTICLE XXIV OUTSIDE EMPLOYMENT

Since the District is the primary employer, employees are required to obtain the approval of the General Manager prior to accepting other employment.

However, the General Manager shall not withhold approval unless the District determines that:

- a. Other employment could interfere with the employee's work schedule, including overtime assignments, or safety; or,
- b. The other employment represents a potential conflict of interest with the District or our Client.

EXHIBIT A

ARTICLE XXV MISCELLANEOUS PROVISIONS

1. EDUCATIONAL ASSISTANCE LOANS PROGRAM:

The District encourages employees to enroll in educational programs which will aid them in the performance of their current jobs, or better qualify them for positions which are important to the continued successful operation of the District.

The District provides reimbursement for eligible and pre-approved coursework for regular, full-time employees for certain expenses for a pre-approved educational course(s) or undergraduate/graduate degree programs that will mutually benefit the District and the employee. "Certain expenses" may include registration fees, tuition, books, parking and/or laboratory fees.

The Human Resources Department is responsible for administering this policy and any policy interpretation or course eligibility questions should be directed to that department. However, the General Manager shall make the final decision on whether to approve or deny the employee educational assistance requests at his or her discretion.

The Board of Directors has the right to unilaterally amend or repeal this policy at any time at its discretion.

a) Eligibility:

Regular full-time employees are eligible for education reimbursement once they have passed their probationary period, provided their job performance is Satisfactory in the evaluation period prior to enrollment in any course(s) and they are on the payroll at both the beginning and conclusion of the course(s).

The education is subject to reimbursement if the education is undertaken to:

1. Maintain or improve competency in the current job.
2. Provide related knowledge in order to advance to a higher-level position in the field.
3. Provide the training/knowledge needed to progress on any approved career path at the District.

b) Eligible Courses:

Courses eligible for reimbursement loans are those taken at an accredited college, university, technical or business school. Correspondence or online courses do not qualify unless offered by an accredited college or university.

EXHIBIT A

"Accredited" is defined as a college or university that has been accredited by an accrediting association recognized by the U.S. Department of Education or the Council for Higher Education Accreditation (CHEA).

Courses taken under this program shall be attended on the employee's own time, during hours other than scheduled work hours.

c) Pre-Approved Course Work

Course work must be approved by the Human Resources Department prior to enrollment to be eligible for reimbursement.

d) Reimbursement

The employee is responsible for paying for the courses at the time of enrollment. Upon receiving approval by the Human Resources Department that the employee has completed the coursework with a "passing" grade of a C or better, the employee will be eligible to receive:

1. \$2,500 for all general employees per fiscal year; or
2. \$5,000 for all management level employees per fiscal year.

2. REIMBURSEMENT FOR CERTIFICATIONS:

Eligible employees who receive certifications by the State Water Resources Control Board Division of Drinking Water in addition to the certifications required by their job position will be reimbursed for the tuition, books and other course required costs associated with obtaining and maintain said certifications. To be eligible for this reimbursement, the employee must have an overall three (3) performance rating in their most recent performance evaluation; and must also request and receive written approval from their supervisor prior to undertaking efforts toward the certification. The employee must submit all supporting documents as required by the District to the District's satisfaction in order to receive reimbursement.

3. BILINGUAL COMPENSATION:

Employees who qualify as a bilingual Spanish speaker by taking a test with a passing score of 70% or higher will receive a stipend of twenty-five dollars (\$25) per pay period.

4. STIPEND FOR CLASS "A" DRIVERS' LICENSE:

A stipend of twenty-five dollars (\$25) per pay period shall be paid to any field employees that have a class "A" driver's license and are included in the random drug/alcohol testing program (see Section 1805 of the District's Personnel Policies

EXHIBIT A

and Procedures, approved July 1, 2021, currently in effect and incorporated in this agreement by reference).

5. ALCOHOL & DRUG TESTING:

Bargaining unit employees will adhere to Sections 1800-1809 on the District's policy against drugs and alcohol in the workplace and related policies and procedures contained in the District's Personnel Policies and Procedures, approved July 1, 2021 currently in effect and incorporated in this agreement by reference.

ARTICLE XXVI SAVINGS CLAUSE

Should any part of, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation the parties agree to immediately meet to negotiate such parts or provisions affected as soon as practical to do so. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXVII ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The District is not obligated to follow past practices, side agreements, extra-contractual memoranda of agreement, or other such understandings followed by the predecessor employer.

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, oral or written, between the District and the Union, and expresses all obligations of, and restrictions imposed on the District during its term.

This Agreement can be altered or amended only by a written agreement properly entered into by both parties.

EXHIBIT A

ARTICLE XXVIII DURATION

This Agreement shall be in full force and effect from July 1, 2023 through and including June 30, 2026, unless written notice of desire to change, modify, or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration.


EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, _____.

WEST VALLEY WATER DISTRICT:

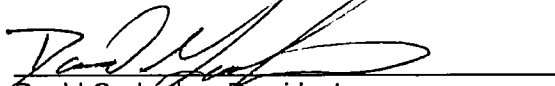
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12:

Greg Young, President



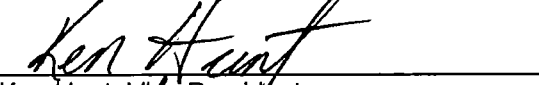
David K. Sikorski, Business Manager

Elvia Dominguez, Board Secretary



David Garbarino, President

John Thiel, General Manager



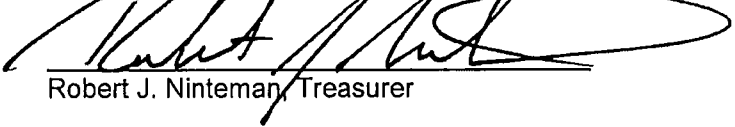
Ken Hunt, Vice President



Shawn Kinsey, Recording-Corres. Secy.



Perry Hawkins III, Financial Secretary



Robert J. Ninteman, Treasurer

LABOR AGREEMENT

BETWEEN

WEST VALLEY WATER DISTRICT

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 12**

July 1, 2023 through June 30, 2026

[Additions noted in red]

LABOR AGREEMENT

BETWEEN

WEST VALLEY WATER DISTRICT

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION NO. 12**

July 1, 2023 through June 30, 2026

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PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July 2023, by and between the West Valley Water District, hereinafter referred to as the "District", and International Union of Operating Engineers, Local 12, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The District recognizes the Union as the representative for the purpose of establishing wages, hours, and terms and conditions of employment only for those employees employed at the District, in the classifications set forth in Article VIII of this Agreement.

All other employees shall be excluded from representation under this Agreement, including but not limited to those employed as executive staff, managers, supervisors, confidential employees, and temporary employees.

ARTICLE II DEFINITIONS

1. PROBATIONARY EMPLOYEES:

A probationary employee is an employee who has been employed for six (6) months or less but may be extended an additional three (3) months for a bona fide reason with proper notice to the Union.

2. REGULAR EMPLOYEES:

A regular "full-time" employee is one who has been hired to fill a full-time position in any job classification and has completed his/her probationary period.

3. TEMPORARY EMPLOYEES:

A temporary employee, including temporary service employees, is one employed for a project season, or specific task usually involving fewer than nine hundred sixty (960) hours per fiscal year. Temporary employees will not be used to displace bargaining unit employees.

Temporary Employees shall not be covered by the terms and conditions of this agreement. CalPERS rules and regulations govern this definition where applicable.

4. GENDER REFERENCES:

The provisions of this Agreement shall apply alike to male and female employees. Masculine references in this Agreement shall be deemed to include feminine references and are used solely for the purposes of illustration and shall not in any way be used to designate the sex of the employee eligible for the position.

5. GRIEVANCE:

Grievance is defined as a dispute that arises between the District and the Union during the term of this Agreement regarding the interpretation, application, or enforcement of this Agreement.

6. SENIORITY:

Seniority is defined as an employee's length of continuous service in the bargaining unit from an employee's original date of hire without a break in seniority as set forth in Article VII of this Agreement.

7. QUALIFICATIONS OR QUALIFIED:

Qualifications or qualified shall be defined to include but are not limited to an employee's ability to safely, efficiently, and productively perform the work to District standards without further training or trial period.

It shall also include attendance records, evaluations, disciplinary records with a twenty-four (24) month (rolling period), training, and certification level(s).

**ARTICLE III
UNION RIGHTS**

1. UNION ACCESS TO PREMISES:

The Business Representative of the Union shall have access to all operations during working hours for the purpose of performing his assigned duties.

After signing the Districts visitor register and wearing necessary safety equipment, the Union Business Agent shall be allowed reasonable access to the employees to investigate working conditions for the purpose of determining compliance with the terms of this Agreement, or for grievance handling.

2. UNION STEWARDS:

The Union Steward shall be a working employee, selected by the Union who shall in addition to his regularly assigned work, be permitted to perform, during working hours, his/her duties of representing employees in the processing of grievances.

The Union shall furnish the District with a list identifying by name all Union Stewards. This list shall be kept current by the Union at all time.

Union Stewards may begin representing a grievant only after the employee has tried to resolve the problem with his/her immediate supervisor and the two parties failed to reach a resolution to the problem.

In no event under this Agreement shall any steward have the authority to call a strike or work stoppage or interfere with work in progress.

3. DUES DEDUCTION AND INDEMNIFICATION:

The District agrees to deduct and remit to Union all authorized deductions from Union members who have signed and approved authorization card or cards for such deductions in the form provided at the address of the principal office of the International Union of Operating Engineers, Local Union No. 12, as long as a copy of the approved authorization cards are provided to the West Valley Water District.

Union agrees to indemnify, defend and hold harmless District against any claims of any nature and any lawsuit instituted against District made or arising from District deduction for dues, check-off for dues, insurance or benefit programs of Union.

The written authorization for approved insurance, benefit and savings programs and the amounts of dues deducted shall be changed by District upon written request of an affected employee after notification by Union.

The written authorization for dues deduction shall remain in force and effect during the life of this Agreement between District and Union, unless cancelled in writing within a two (2) week period between June 1 and June 15 of any year.

District will promptly remit membership fees deducted to Union, together with a list of the employees who have had said fees deducted. Deductions of membership fees will be made from each pay period; provided, however, that District and Union may make together arrangements by mutual agreement.

4. NEW EMPLOYEE ORIENTATION & INFORMATION:

Pursuant to AB119, and applicable case law, the District agrees to provide, when practical, no less than twenty (20) days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the District reasonably in advance as to the type of access requested.

The District agrees, pursuant to AB119, and applicable case law, to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses of all bargaining unit employees at least every six (6) months or upon request by the Union.

Notwithstanding the foregoing, pursuant to AB119, and applicable case law, the District will not provide the Union with the home address or any phone number on file with the District of any employee who has made a written request to the District regarding nondisclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide the Union with a copy of that request.

ARTICLE IV EQUAL EMPLOYMENT

The District is an equal opportunity employer that strives to be a diverse workforce that is representative of the people we serve. All aspects of employment including the decision to hire, promote, discipline, or discharge will be based on merit, competence, performance, and business needs.

The District does not discriminate in employment on the basis of race, color, religion, age, sex (including pregnancy and gender identity), national origin, political or religious affiliation, sexual orientation, marital status, disability, genetic information, age (over 40), membership in an employee organization, retaliation, parental status, military service, or any other basis protected by law.

ARTICLE V MANAGEMENT RIGHTS

The District shall retain, whether exercised or not, solely and exclusively, all express

and inherent rights and authority necessary to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered, in accordance with the terms and conditions contained in this agreement.

All employees shall recognize the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

- Direct and schedule work and/or overtime work as required in the manner most advantageous to the District.
- Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.
- Introduce new jobs and new and improved methods of operation, modify, or abolish existing jobs, processes, and operations.
- Discipline or discharge employees.
- Lay off personnel at any time.
- Determine assignments and establish methods and processes by which assignments are performed.
- Transfer employees within departments, divisions, and sections and to a position outside of a department, division, or section in a manner most advantageous to the District.
- Effect reorganizations and reallocation of work of the District.
- Contract for matters relating to District operations. The right of contracting or subcontracting is vested exclusively in the District.
- Determine and adopt safety, health, and property protection measures for the District.
- Establish, continue, discontinue, amend, and enforce District policies, practices, or procedures.
- The District retains the full discretion to modify these Policies at any time in accordance with law.

The District shall also reserve all other prerogatives and responsibilities normally inherent in management.

It is further agreed that nothing in this agreement shall in any way diminish the rights of employees, the District, or the Union as established by the Meyers-Brown Act of the State of California and all amendments thereto.

ARTICLE VI HOURS OF WORK AND OVERTIME

1. WORKDAY:

The normal work week consists of forty (40) straight time hours. Employee's scheduled work hours will be dependent upon the department to which he or she is assigned. Supervisors will advise individual employees of their specific work schedules.

Changes to work hours shall be at the discretion of the General Manager and/or the Board of Directors.

The Work schedules shall be as follows:

A. Standard Schedule:

Employees work eight (8) straight time hours per day, Monday through Friday, forty (40) straight time hours per work week.

B. 9/80 Schedule:

Employees work nine (9) straight time hours per day, Monday through Thursday, and work eight (8) hours every other Friday, averaging forty (40) straight time hours per work week.

C. 4/10 Schedule:

Employees work ten (10) straight time hours per day for four (4) days per week, forty (40) straight time hours per work week.

D. Rotation Schedule:

Employees' schedules consist of a variation of the above schedules, forty (40) hours per work week.

This Rotation Schedule shall be applicable only to employees working in operations.

2. WORK WEEK:

For all schedules with exception of rotation, the work week is defined as starting on Friday at mid-day and ending the following Friday at mid-day. For the rotation, the work week is defined as starting on Thursday at 12:00 am and ending the following Thursday at 11:59 pm.

3. REST BREAKS AND MEAL PERIODS:

A. Rest Periods

Employees get one (1) fifteen (15) minute paid break for every four (4) hours of work, to be taken in the middle of the four (4) hour period. Supervisors will schedule an employee's rest break. Employees shall not leave the jobsite or the area of the District office during rest breaks.

B. Meal Periods

A meal period of no less than thirty (30) minutes and no more than sixty (60) minutes unpaid, will be taken each work period no later than six (6) hours after an employee's regular start time.

Supervisors will schedule an employee's meal period. Employees may leave the job site or District office during meal periods.

4. OVERTIME:

- A. Overtime will be paid in accordance with laws governing alternative and standard work schedules as follows:
- B. Time worked in excess of forty (40) straight time hours per week, or in the case of a 9/80 alternative schedule, in excess of eighty (80) hours in the two (2) week period will be paid at overtime rates.
- C. Time worked includes hours worked, sick leave used, legal holiday during the work week, vacation, jury duty and other authorized leave used during the work week.
- D. Overtime will be paid at time and one-half (1.5x) the employee's regular hourly rate.

E. All overtime must be approved by the Supervisor.

5. SCHEDULED HOURS CONSIST OF THE FOLLOWING:

- A. Standard: Eight (8) hours per day
- B. 9/80: Nine (9) hours per day; and eight (8) hours on Friday
- C. 4/10: Ten (10) hours per day
- D. Due to the nature of demands on the District, all employees may be asked to work beyond a normal employee's scheduled work shift of forty (40) hours per work week.

All employees who are required to work overtime shall be paid at time and one-half (1.5x) their regular hourly rate of pay for those hours worked beyond the normal employee's scheduled work hours of over forty (40) per work week.

- E. If an employee is called back to work after hours, on weekends, holidays or other times not considered regular hours of work, overtime shall begin at the time the employee arrives at the District or job site.
- F. If an employee is scheduled to work on a District recognized holiday, they shall receive double time (two (2x) times their regular hourly rate of pay) for hours worked on the day the holiday is observed.

6. ON-CALL:

On-call employees are not expected to disrupt their normal routine day-to-day activities while being on-call, but are expected to remain within the general area of the District and carry a District cell phone at all times when away from any previously arranged telephone location.

The "general area" of the District means that the employee should be able to return to District offices in no more than sixty (60) minutes.

On-call employees are also expected to refrain from any activities that might impair the performance of their assigned duties if called back to work.

A schedule shall be maintained by the Operations Manager whereby field employees shall be assigned, on a rotational basis, to be "on-call" after hours, on weekends, holidays and other times not considered regular hours of work for District employees.

On-call employees shall be required to respond to a call or radio notification immediately and not longer than ten (10) minutes. If the problem cannot be fully addressed by telephone or radio communication within fifteen (15) minutes (for those with computer access; all others must be in route within ten (10) minutes), the on-call employee is required to be in route to the source of the problem and arrive at the source of the problem within the normal safe response time from the employee's location, but no more than sixty (60) minutes from departure.

Exceptions will be reviewed on a case-by-case basis for reasonableness by the supervisor, taking in account safety concerns such as road conditions or traffic issues that may warrant a longer response time.

If the on-call employee does not respond to notification after two (2) attempts by District personnel, the on-call employee will not receive on-call pay for the shift and is subject to discipline in accordance with the District's discipline policy.

On-call employees will serve on-call for one (1) week beginning on Monday at 8:00 a.m. through the following Monday, 8:00 a.m., or Tuesday at 8:00 a.m. through the following Tuesday, 8:00 a.m., depending on operational needs as determined by the District. Should the on-call week be from Monday through the following Monday and the following Monday is a Holiday, then the on-call period will end at 8 a.m. on Tuesday.

On-call employees shall receive on-call pay of one (1) hour overtime pay each day during their assigned rotation.

The on-call employee shall receive a minimum of two (2) hours overtime pay for a call-out while on-call after normal works hours.

If the on-call employee receives a second call-out within two (2) hours of the start time of the first call-out, the employee shall not receive a second two (2) hour minimum overtime pay.

The start time for the call-out and overtime pay to begin shall be at the time the employee receives the call from either the on-call dispatcher or answering service.

ARTICLE VII SENIORITY

1. QUALIFYING FOR SENIORITY:

To qualify for seniority, an employee must work an initial probationary period. When an employee has completed the probationary period, his seniority date shall revert to original hire date.

2. APPLICATION OF SENIORITY:

Seniority will be used as a factor by the District in making layoff and recall decisions as follows and employees will be laid off in the following order:

1st – Probationary Employees

2nd – Regular Employees

- A. In the event of layoffs, it is agreed that the District may retain the qualified and senior employee. However, where the qualifications, skills, and ability of the regular employees to perform the assigned work are equal as determined by the District, regular employees will be laid off by seniority with the least senior employee being laid off first and continuing in that order. Probationary employees may be laid off at the District's discretion.
- B. Regular employees who are laid off will have recall rights for six (6) months following date of layoff.
- C. When recalling employees from layoff, the District agrees that regular employees shall be returned to work in order of seniority, subject to the same qualifications as set forth above, and subject to their ability to perform the available job without additional training.

3. NON-APPLICATION OF SENIORITY:

Except as expressly provided in Sections 2, Application of Seniority, and Article X, Vacations, the District shall not be required to utilize seniority as a factor in making employment decisions. For promotions, if all other factors are equal, Seniority will prevail.

4. ACCUMULATION:

Seniority shall accumulate during absence because of illness, injury, vacation, or other authorized leave as outlined in this agreement. However, employees are not entitled to accrue or be paid benefits during such periods, except as specifically provided by this Agreement or required by law.

5. LOSS OF SENIORITY:

Seniority shall be lost, and the employment relationship shall be terminated by:

- A. Discharge as set forth in Article XXI Discipline and Discharge.
- B. Voluntary termination or retirement. (Failure to report for regularly scheduled work for three (3) consecutive working days without notice shall be considered a voluntary quit.).
- C. Absence from work due to layoff, or other reason for a period of twelve (12) consecutive months to the extent consistent with law.
- D. Failure to notify the District of intent to return to work pursuant to a recall notice sent by certified mail, return receipt requested, to the last address provided to the District through personnel records within three (3) calendar days of the employee's receipt of notice of a limited or full medical release to return to work.

It is the employee's responsibility to keep the District informed of their current mailing address.

- E. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to non-occupational or occupational illness or injury , failure to report for available work within three (3) calendar days of the employee's receipt of notice of a limited or full medical release to return to work;
- F. The employee becoming employed elsewhere during any type of leave of absence, unless the employee was employed at this job prior to his personal leave of absence, or as is otherwise mutually agreed between the District and the employee, to the extent consistent with law.

It is understood and agreed that the District may determine that special circumstances exist to justify failure to report to work or failure to respond under sections B, D and E above.

ARTICLE VIII WAGES

1. WAGE SCHEDULE:

Effective the first full pay period following July 1, 2023, current employees as of the date of Board adoption of this Agreement shall receive a cost-of-living adjustment of 7% to the employee's base salary.

Effective the first full pay period following July 1, 2024, current employees as of the same date shall receive a cost-of-living adjustment of 4% to the employee's base salary.

Effective the first full pay period following July 1, 2025, current employees as of the same date shall receive a cost-of-living adjustment of 4% to the employee's base salary.

Upon completion of the classification and compensation study that is pending as of the date of Board adoption of this Agreement, or by March 1, 2024, whichever is sooner, the Parties agree to a limited single item re-opener of the Agreement. The single item will be a one-time salary adjustment. The Parties would consider the results of the classification and compensation study. All other terms of the Agreement would remain in full effect with the exception of Article XXIII and would not be subject to the re-opener.

Starting wages shall be paid according to the following schedule with increases effective on the first day of the pay period immediately following the date designated for the increase. Current employee's wages will be increased by the designated annual increase listed below.

| Classification | Range | 7/1/2023 | | 7/1/2024 | | 7/1/2025 | |
|------------------------------------|-------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 7% Increase | | 4% Increase | | 4% Increase | |
| | | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum |
| Accountant | 46 | \$77,635 | \$109,252 | | | | |
| Accounting Specialist I | 28 | \$50,057 | \$70,434 | | | | |
| Accounting Specialist II | 32 | \$55,183 | \$77,635 | | | | |
| Accounting Specialist III | 34 | \$57,920 | \$81,531 | | | | |
| Accounting Specialist Lead | 42 | \$70,434 | \$99,075 | | | | |
| Associate Engineer W/P.E. | 117 | \$83,988 | \$137,797 | | | | |
| Community Affairs Representative | 42 | \$70,434 | \$99,075 | | | | |
| Customer Service Rep. I | 24 | \$45,383 | \$63,894 | | | | |
| Customer Service Rep. II | 28 | \$50,057 | \$70,434 | | | | |
| Customer Service Rep. III | 32 | \$55,183 | \$77,635 | | | | |
| Customer Service Lead | 36 | \$60,849 | \$85,617 | | | | |
| Development Coordinator I | 46 | \$77,635 | \$109,252 | | | | |
| Development Coordinator II | 52 | \$89,867 | \$126,465 | | | | |
| Electrical & Instrument Specialist | 46 | \$77,635 | \$109,252 | | | | |
| Electrical & Instrument Technician | 40 | \$67,081 | \$94,353 | | | | |
| Engineering Specialist II | 32 | \$55,183 | \$77,635 | | | | |
| Engineering Technician I | 34 | \$57,920 | \$81,531 | | | | |
| Engineering Technician II | 38 | \$63,894 | \$89,867 | | | | |
| Engineering Technician III | 42 | \$70,434 | \$99,075 | | | | |
| Field Office Specialist I | 24 | \$45,383 | \$63,894 | | | | |
| Field Office Specialist II | 24 | \$45,383 | \$63,894 | | | | |
| Field Operations Specialist I | 24 | \$45,383 | \$63,894 | | | | |

ADDED

| Classification cont'd | Range | 7/1/2023 | | 7/1/2024 | | 7/1/2025 | |
|-------------------------------------|-------|----------------|----------------|----------------|----------------|----------------|----------------|
| | | 7% Increase | | 4% Increase | | 4% Increase | |
| | | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum | Annual Minimum | Annual Maximum |
| Field Operations Specialist II | 32 | \$55,183 | \$77,635 | | | | |
| GIS Administrator | 54 | \$94,415 | \$132,792 | | | | |
| GIS Coordinator | 46 | \$77,635 | \$109,252 | | | | |
| Info Technology Administrator | 54 | \$94,415 | \$132,792 | | | | |
| Info Technology Support Specialist | 46 | \$77,635 | \$109,252 | | | | |
| Planner/Scheduler | 44 | \$73,929 | \$104,010 | | | | |
| Public Affairs Analyst | 46 | \$77,635 | \$109,252 | | | | |
| Purchasing Analyst | 46 | \$77,635 | \$109,252 | | | | |
| Purchasing/Inventory Specialist I | 28 | \$50,057 | \$70,434 | | | | |
| Purchasing /Inventory Specialist II | 30 | \$52,561 | \$73,929 | | | | |
| Receptionist | 22 | \$43,210 | \$60,849 | | | | |
| Assistant Water Systems Operator | 26 | \$47,697 | \$67,081 | | | | |
| Water Systems Operator I | 30 | \$52,561 | \$73,929 | | | | |
| Water Systems Operator II | 36 | \$60,849 | \$85,617 | | | | |
| Water Systems Operator III | 40 | \$67,081 | \$94,353 | | | | |
| Lead Water Systems Operator IV | 44 | \$73,929 | \$104,010 | | | | |
| Water Quality Specialist | 44 | \$73,929 | \$104,010 | | | | |

* Some of the above positions are not currently allocated and not currently funded by the Board and the District has no obligation to allocate or fund these positions in the future. If these positions are allocated by the Board in the future, these positions are covered by this Agreement.

2. PAY PERIODS:

The District will pay employee wages on a bi-weekly basis. The District may provide direct deposit services for the convenience of the employees.

Check may be issued to those employees requesting exemption from direct deposit payments.

3. TIME REPORTING:

For the purpose of computing wages, time shall be accounted for in fifteen (15) minute increments.

4. TERMINATION PAY:

Employees shall receive termination pay equivalent to all hours worked, accrued vacation and available floater holidays not used. The termination paycheck shall be issued as follows:

A. Termination Notice Given with More Than 72 Hours' Notice:

Issued the last day of employment. An employee who provides a seventy-two (72) hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The paycheck shall be made on the last day of employment.

B. No Termination Notice Given or Less Than 72 Hours' Notice:

Issued within seventy-two (72) hours of the last day of employment.

C. Termination/Firing:

At termination.

ARTICLE IX HOLIDAYS

1. HOLIDAYS:

A. The following are considered as approved holidays for employees of the District:

1. New Year's Day, January 1st
2. Martin Luther King, Jr. Day (shall follow Federal Guidelines)
3. Lincoln/Washington Birthday – Presidents' Holiday
4. Memorial Day, Last Monday in May
5. Juneteenth, June 19th
6. Independence Day, July 4th
7. Labor Day, First Monday in September
8. Veterans Day, November 11th, or as designated
9. Thanksgiving Day, Fourth Thursday in November
10. Day after Thanksgiving
11. Day before Christmas Day
12. Christmas Day, December 25th
13. Day before New Year's Day
14. Floating Holiday- Effective January 1st of each Calendar Year
15. Floating Holiday- Effective July 1st of each Fiscal Year

B. The Board of Directors shall have the authority to grant a holiday in any year on any nationally recognized holiday, if there is some special significance given to the holiday to be celebrated.

- C. If any of the above holidays should fall on a Saturday, the preceding Friday shall be observed as the holiday.
- D. If any of the above holidays should fall on a Sunday, the following Monday shall be observed as the holiday.
- E. Holiday Pay – If a holiday falls on a day that an employee is not scheduled to work, the employee will receive the following hours for the paid holiday at their regular straight-time rate of pay:

Standard 5/8 Work Schedule- 8 hours

9/80 Work Schedule- 9 hours

4/10 Work Schedule- 10 hours

If a holiday falls on a day that an employee is scheduled to work and the employee does not work on such day, then the employee does not receive the aforementioned holiday hours.

Employees who work on a holiday will receive holiday pay and straight time pay for the actual time worked on the holiday (holiday pay plus straight time pay equates to “double time” pay). Such employees do not receive a floating holiday for this same day.

ARTICLE X VACATIONS

1. VACATION:

Vacation is an earned right to a leave with pay for recreation and well-being of the employee. Vacation time shall not be used for sick leave except upon a special written request of the employee and approved by the General Manager.

2. ACCRUAL:

Vacation leave accrues per complete pay period and is credited each pay period. Such vacation allowance shall be available as accrued.

| Length of Continuous Service | Annual Vacation Allowance | Pay Per Period Accrual | Maximum Allowed Accrued Vacation |
|------------------------------|---------------------------|------------------------|----------------------------------|
| After 1 Year | 80 Work Hours | 3.1 Work Hours | 120 Work Hours |
| After 4 Years | 120 Work Hours | 4.6 Work Hours | 180 Work Hours |
| After 9 Years | 160 Work Hours | 6.2 Work Hours | 240 Work Hours |
| After 14 Years | 200 Work Hours | 7.7 Work Hours | 300 Work Hours |

Once an employee's vacation accrual allowance reaches the maximum allowed accrued vacation, the employee will no longer continue to accrue vacation time until the vacation is used or cashed out.

Once the accrued vacation balance falls below the accrued maximum, the employee will begin to accrue vacation time again, up to the maximum.

3. APPROVAL:

Vacation periods shall be taken annually with the approval of the employee's supervisor.

Vacation leave shall be taken at such time as will not impair the work schedule or efficiency of the District, except that no employee shall lose earned vacation time because of the urgency of work. Employees must provide as much notice as possible and provide two (2) weeks' notice for vacation requests of one (1) week or more. Employees will receive notice of approval or denial within five (5) days of request.

4. VACATION/FLOATER CASH OUT:

Employees may cash out four (4) times during the year for a maximum of one hundred sixty (160) hours of their accrued vacation/floater time, as long as they maintain a minimum of forty (40) hours of accrued vacation/floater time and they have used forty (40) hours of accrued vacation/floater time in the previous twelve (12) month period. The cash out increment can be any combination with a minimum of twenty (20) hours and a maximum of sixty (60) hours within the calendar year.

The request needs to be submitted to the Human Resources Department.

The employee is allowed a maximum of eighty (80) floater hours. Once an employee's floater accrual allowance reaches the maximum allowed, the employee will no longer continue to accrue floater time until the floater hours are used or cashed out. Once the accrued floater balance falls below the accrued maximum, the employee will begin to accrue floater time again, up to the maximum.

ARTICLE XI SICK LEAVE

1. SICK LEAVE:

Sick leave is provided to promote the health and welfare of the individual employee. It is not an earned right to time off from work. Sick leave may be used for:

- (1) diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
- (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230(c) and 230.1(a).

Sick leave shall not be used for vacation or personal leave, unless approved by the General Manager or his designee.

A medical release may be required upon returning to work for any sick leave absence exceeding three (3) consecutive workdays.

2. ACCUMULATIVE SICK LEAVE:

Each full-time employee accrues 3.7 hours for each complete pay period of employment.

Employees must be employed for ninety (90) days before taking any accrued sick leave. Earned sick leave is available for use the first day following the pay period in which it is earned. Sick leave is accumulated in unlimited amounts. The minimum charge against sick leave shall be one-fourth (1/4) hour increments.

3. PAY:

Sick leave will be paid at the employee's regular hourly rate at the time used.

4. ACCRUAL:

All sick leave will be accrued per complete pay period and will be credited per pay period.

Persons on sick leave who have exhausted all accrued sick time will not accumulate additional sick leave until after returning to work, except under special circumstances as approved by the Board of Directors.

5. NOTICE OF SICKNESS:

The employee must notify his/her immediate supervisor, or in his/her absence, another supervisor within their work area at the District offices within one-half (1/2) hour after the employee's normal start time each day of absence to qualify for sick leave with pay, unless the employee has provided the District with a work release signed by his/her doctor or unless a medical emergency prevents prior notice, in which case, notice must be provided as soon as reasonably possible.

Text or voice mail notice is acceptable; however, an acknowledgement must be received from the employee's Supervisor. An employee provided with a work release shall periodically notify his/her supervisor of the status of his/her health or injury condition and estimated time of return to work.

The Supervisor should be given as much notice as possible when an employee has scheduled a medical appointment.

6. IMPROPER USE:

Extending your vacation, weekends, and/or holidays increases the workload of your coworkers, places an undue burden on the team, and unreasonably delays projects, daily workloads and/or scheduled maintenance without good cause.

Employees are expected to be at work unless on pre-Approved leave and employees shall not extend weekends, holidays, or approved time off unless time off has been pre-approved or appropriate certification is submitted to the District.

Where there is reason to believe an employee has abused any paid leave; the District may require the employee to submit a doctor's certificate, affidavit, or other documentation on forms prescribed by the District, as substantiation of a sick leave absence in excess of three (3) consecutive work days. A failure to provide the required documentation will result in the deduction of salary of the days of absence and may result in disciplinary action.

The District encourages its employees to maintain sufficient paid leave balances in the event the employee is subjected to an unforeseen emergency or incident requiring multiple days off with little or no notice to the Supervisor. Leave use patterns indicated above may suggest an "earn and burn" leave abuse pattern and may be subject to disciplinary action.

7. SICK LEAVE CONVERSION-TERMINATION BENEFITS:

- a) Upon retirement, permanent disability or death, an employee, or estate of a deceased employee, may elect to have all accrued sick leave applied to such employee's PERS retirement account as provided for in the contract between PERS and the District. Such employee, or estate of a deceased employee, must

elect to apply one hundred percent (100%) of accrued sick leave to such employee's PERS retirement account, or Sections (b) and (c) below shall apply.

- b) In the event the employee, or estate of a deceased employee, does not make the election pursuant to Section (a) above, upon retirement, permanent disability or death, an employee or the estate of a deceased employee will be paid for unused sick leave accrued to the date of retirement, permanent disability or death, based upon the formula below.

CHART:

| Sick Leave Accrued as of Date of Retirement, Permanent Disability or Death | Percentage (%) to be paid |
|--|---------------------------|
| 480 Hours or less | 30% |
| 481 to 600 Hours | 35% |
| 601 to 720 Hours | 40% |
| 721 to 840 Hours | 45% |
| 841 to 960 Hours | 50% |

- c) Upon retirement, permanent disability or death, all accrued and unused sick leave above the cash payment formula shall be applied to the employee's PERS retirement account as provided for in the contract between PERS and the District or an employee may elect to allow all sick leave to be applied to the retirement account.
- d) In no event shall any employee, or estate of a deceased employee, receive cash payment under this Section in excess of four hundred eighty (480) hours.

8. SICK LEAVE CASH OUT:

The District will pay up to forty (40) hours of accrued sick leave per year under the following conditions.

- a) A total of one hundred (100) hours must be maintained after reimbursement.
- b) The request for reimbursement must be submitted in writing to the Human Resources Department.
- c) The General Manager must approve all requests.
- d) Sick Leave Cash Out payments will be made on an off-cycle payroll week in November.

ARTICLE XII BEREAVEMENT LEAVE

All employees, including temporary employees, may utilize paid bereavement leave to attend to a funeral or memorial service, or to take care of family matters, that are related to the death of a member or immediate family or any relative living with the employee.

1) Definition:

“Immediate family” consists of the following: employee’s spouse, registered domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a registered domestic partner.

Employees are entitled to up to five (5) days for each death in the immediate family or any relative living with the employee. An employee who utilizes bereavement leave shall notify his/her supervisor or department head of the intent to use such leave. The employee requesting bereavement leave must present acceptable supporting documentation to Human Resources within thirty (30) days following the event. Supporting documentation may include an obituary, funeral announcement or any other documentation deemed acceptable in the sole discretion of the Human Resources Department.

If additional time is needed, an employee may request to use accrued sick leave, subject to the approval of the of the Department Head and the Director of Human Resources & Risk Management.

ARTICLE XIII JURY DUTY

1) JURY DUTY:

Any employee who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify his or her supervisor or department head as soon as possible.

Any employee who is released from jury service prior to the end of his or her scheduled work hours must report to work unless otherwise authorized by his or her supervisor.

Verification from the court clerk, generally Attendance Slips, are to be turned in to the Human Resources Department.

District employees are to complete the Waiver of Pay form at the courthouse. Please ask the court clerk for more information. Employees are required to only waive the daily per diem fee. Mileage and/or parking may be optional.

If an employee receives a court check that includes a per diem or daily fee, it is his or her responsibility to return those monies to the court. Employees, may, however, keep any mileage and/or parking reimbursements.

a) Non-Exempt Employees

All non-exempt employees will be paid for actual work hours missed for time spent in jury service or court.

The time spent on jury duty is not work time for purposes of calculating overtime compensation.

b) Exempt Employees

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any work week in which they perform any work duties.

2) SUBPOENAED EMPLOYEES:

a) District Related

Any employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her District job duties, must give his or her supervisor as much advance notice as is possible.

The District will determine whether the matter involves an event or transaction in the course of the employee's District job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time.

The District will offset the amount from pay the employee receives for witness fees.

b) Non-District Related

Any employee who is subpoenaed to appear or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings.

An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

The District also provides unpaid leave to eligible employees who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena or other court order, that was not initiated by the employee and that does not involve an event or transaction in the course of the employee's District job duties.

ADDED Employees may use accrued time, including vacation or compensatory time off, and/or unused paid time off for leave taken under this policy. Time spent in these proceedings is not considered work time.

ARTICLE XIV OTHER LEAVES OF ABSENCE

The District shall provide all other leave of absences, to each employee covered by this agreement under the same terms and conditions as other non-supervisory employees of the District, not covered by a collective bargaining agreement.

ARTICLE XV BENEFITS

1. SOCIAL SECURITY PLAN:

The District participates in Social Security with the employee/employer being responsible for their respective portion as mandated by the Social Security Administration.

2. California Public Employees' Retirement System (CalPERS):

A. The California Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013, changes the way CalPERS retirement and health benefits are applied, and places compensation limits on members. The greatest impact is felt by new CalPERS Members (2% @ 62). As defined by PEPRA a new member includes:

- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six (6) months.

- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.

B. All members that don't fall into the definitions above are considered Classic Members. Classic Members will retain the existing benefit levels for future service with the same employer.

Classic Members (2% @ 55), the District pays the total cost of the member (employee) and employer contributions.

3. LONG TERM DISABILITY PLAN:

Becomes effective on the first of the following month after sixty (60) days of employment. District pays total cost.

4. LIFE INSURANCE PLAN:

Becomes effective on the first of the following month after sixty (60) days of employment. District pays total cost, including dependents. Coverage: Two (2) times annual salary up to a maximum of \$175,000.00.

5. HEALTH PLANS:

- a. Become effective on the first of the following month after thirty (30) days of employment.
- b. District pays total cost including dependents.

6. VISION SERVICE PLAN:

Becomes effective on the first of the following month after thirty (30) days of employment. District pays total cost, including dependents.

7. DENTAL PLAN:

Becomes effective on the first of the following month after thirty (30) days of employment. Coverage includes orthodontic benefits after one-year (1) year of employment. There is the option of "fee-for-service" or the "HMO" plan. District pays total cost, including dependents.

8. WORKER'S COMPENSATION:

All District employees are covered on the first day of work. The law requires that the employer pay all premiums.

9. DEFERRED COMPENSATION:

A Deferred Compensation Plan is available to those who wish to participate. The District will match the following contributions per pay period based on the employee's contribution as follows:

| Employee Contributions | Employer Match |
|-------------------------------|-----------------------|
| \$50.00 | \$25.00 |
| \$100.00 | \$50.00 |
| \$150.00 | \$75.00 |

10. C.O.B.R.A. (Consolidated Omnibus Budget Reconciliation Act of 1985):

Employees (or former employees), their spouses and dependents shall be offered a temporary extension of group health insurance when coverage is lost due to certain events, such as: Change in employee's work status, divorce, and/or dependent child ages out of coverage.

The Human Resources Department should be notified immediately of these types of changes.

11. LIFE CHANGING EVENTS:

Employees must notify the Human Resources Department immediately of any life event changes such as: marriage, divorce, legal separation, birth or adoption and death as these have an effect on insurance coverage.

12. ADDITIONAL EMPLOYEE BENEFITS:

The District shall offer additional employee Benefits, to each employee covered by this agreement under the same terms and conditions as other employees of the District, not covered by a collective bargaining agreement.

ARTICLE XVI SAFETY

1. GENERAL:

The parties to this Agreement are responsible for mutual and cooperative enforcement of safety rules and regulations.

The District and the employees agree to observe all state and federal laws relating to safety and health, and the District safety rules set forth in its employee handbook, including signing the Injury and Illness Prevention Program.

All work-related accidents and injuries must be immediately reported to their immediate supervisor or the Human Resources Department.

Protective clothing required by the District shall be worn at all times while working.

Employees must cooperate in the investigation of work-related accidents and injuries.

Employees are encouraged to report safety concerns and suggest ways to improve practices and procedures relating to safety to their supervisor, the safety committee, or the HR Department.

All unsafe conditions shall be promptly submitted by employees to their supervisor, the safety committee, or the HR Department.

2. SAFETY SHOES:

- a. The District will pay for or reimburse employees up to two hundred fifty dollars (\$250.00) for one pair of safety shoes per year.
- b. A second pair of safety shoes can be authorized by approval of the Supervisor if employees show the first pair is worn out and needs replacement.

3. PROTECTIVE EYE WEAR:

Prescription safety glasses, when requested by the employee, will be provided at District expense up to two hundred fifty dollars (\$250.00) per pair per year for those employees.

ARTICLE XVII APPROPRIATE DRESS

1. EMPLOYEE APPEARANCE AND DRESS:

The dress code, tattoo, and body piercing appearance standards are designed to promote the District's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

It is important that our District conveys to the public, customers, and business associates the best possible image.

2. DRESS CODE:

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all District employees, unless otherwise stated:

- a) All clothing and footwear must be neat, clean, in good repair and appropriate for the work environment and functions performed. Loose clothing is not to be worn when operating equipment, as shown in the District's Safety and Injury Prevention Program Manual.
- b) Prescribed uniforms and safety equipment must be worn.
- c) Hair must be neat, clean, and well-groomed. The District will not consider traits that are historically associated with race, including, but not limited to, hair texture and protective hairstyles, such as braids, locks, and twists, inappropriate under this Policy. However, the District may prohibit hairstyles based on a bona fide occupational qualification or applicable security regulations. Hair must be of a style and length to avoid coming into contact with moving equipment.
- d) Beards, mustaches, and sideburns must be maintained in neat and well-groomed fashion. Beards and mustaches must be of style and length to avoid coming into contact with moving equipment.
- e) Jewelry that does not pierce the skin is acceptable except where it constitutes a health or safety hazard.
- f) Good personal hygiene is required.

- g) Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.
- h) No dress code can cover all contingencies so employees must use good judgment in their choice of clothing and shoes worn to work. Employees must use common sense. For example – if you would wear it to the beach or pool, it is not appropriate for the workplace.

Casual dress is every Friday, the week of Thanksgiving, the two weeks at Christmas and New Year's, and any other day as designated by the General Manager.

3. ADDITIONAL GUIDELINES FOR NON-FIELD EMPLOYEES:

| DO | CASUAL DAYS ONLY | DON'T |
|--|--|--|
| WVWD Logo attire Blouses/sweaters/knit tops/banded-collar shirts Collared polo shirts Corduroys Footwear: loafers, dress shoes, ankle or knee boots, flats, dress shoes, pumps, dress sandals, leather deck shoes Khaki/chino/twill pants Knitted shirts Oxford button-down shirts Polo/gold shirts Slacks, dress pants and capris Sport coats/blazers Tights with acceptable skirt or dress lengths Suits (ties optional) Turtlenecks Dresses Sweaters | Jeans Casual skirts, culottes, and Bermudas (below the knee) Capri pants Footwear: athletic shoes, sneakers, casual boots, western boots, sandals T-shirts Non-collared shirts Sweatshirts without hoods Shirts with sports team, university, or school names | Loungewear Flip flops, slippers, or unsafe shoes Sweatpants, running suits, shorts, overalls Spandex pants, leggings, jeggings, shorts, tight skirts, mini-skirts, beach dresses Skin-tight, thin, or transparent clothing Spaghetti strap tops or dresses Velcro sandals (no Texas or Birkenstocks) Shirts with potentially offensive words, terms, logos, pictures, cartoons, graphic designs, or slogans Torn/ripped/frayed clothing Clothing revealing tattoos, cleavage, your back, your chest, your stomach, or your underwear Clothing shorter than 2" from the knee Hoodie type sweatshirts |

4. ADDITIONAL GUIDELINES FOR FIELD EMPLOYEES:

a) Clothing

The District supplies all field personnel with uniforms. Any field employee not wearing a complete uniform while performing District functions is subject to disciplinary actions.

Uniforms are not to be worn for personal use. Each employee who is required to wear a uniform will be issued the necessary amount of uniforms.

b) Field Employees shall wear their uniforms on casual days.

The District shall determine the uniform to be worn by the uniformed supervisors, and shall be as follows: white one-pocket dress shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

All other field employees who have routine customer contact in the field or off-premises shall wear a District issued uniform. The District uniform to be worn by field employees shall be as follows: blue button-down shirts or t-shirts (short or long sleeved); blue chino-type pants; a District logo and name tag or a photo identification clipped to the shirt.

Supervisors will ensure all their employees are wearing complete uniforms. Failure to wear a complete uniform may result in disciplinary action.

The District will replace torn, worn out, or damaged uniforms, as they occur during the normal course of the employee's work day, at no cost to the employee. However lost or missing uniforms are the responsibility of the employee and the cost of replacing lost or missing uniforms will be billed to the employee.

Upon separation from the District an employee is required to return all uniforms. If they do not do so, they may be billed for the cost of the missing uniforms.

5. COMPLIANCE:

If clothing fails to meet these standards as determined by the employee's director, supervisor or the Director of Human Resources & Risk Management, the employee may be sent home to change clothes and will be required to use vacation or floater hours for time away from work.

If hours are not available, the time away from the office for non-exempt employees will be unpaid. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her supervisor for consideration and determination.

ARTICLE XVIII MEDICAL EXAMINATIONS AND BACKGROUND CHECKS

1. MEDICAL EXAMINATIONS:

The District may require an employee to submit to a medical examination by a District designated physician in order to verify the nature and/or extent of any medical conditions limiting the employee in his ability to perform the duties of his job.

2. BACKGROUND CHECKS:

Every employee shall comply with the District Policies as well as state and local laws in regard to background checks.

Background checks shall be performed by qualified employment background service firms.

ARTICLE XIX PERFORMANCE OF BARGAINING UNIT WORK

The District, the Union and the employees agree that the parties have an obligation to work as a team to improve efficiency and reduce costs.

Therefore, supervisors are not restricted in the performance of a minimum amount of bargaining unit work under any of the following conditions:

- A. Emergency or situations requiring special skills or equipment.
- B. Setting up or testing equipment.
- C. Devising new methods or systems.
- D. Instructing or training employees.

- E. Bargaining unit employees are not available due to employee absences.

In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced, or utilized by the District which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this agreement shall perform such work.

ARTICLE XX CONTRACTING OUT WORK

The District reserves the right to contract out work or operations in whole or in part, when it determines that such is necessary for efficiency, economy, quality, emergency, or other business considerations.

Such contraction out of work shall not lead to a layoff of bargaining unit employees.

Contracting out work for reasons other than emergency:

In the event the District chooses to exercise its right to contract out bargaining unit work for reasons other than emergency, the District agrees to notify the Union of its intention seven (7) calendar days prior to exercising its right.

Additionally, the District agrees to discuss the contracting out of bargaining unit work with the Union and to give reasonable consideration to the Union's suggestions.

ARTICLE XXI DISCIPLINE AND DISCHARGE

1. CAUSES FOR DISCIPLINE AND PROCEDURES:

It is the policy of the District that employees may be disciplined for, including but not limited to, any of the following causes of discipline:

- a) Providing false information in your application for employment;
- b) Violation of any department rule, District policy or District regulation, ordinance, or resolution;
- c) Violation of the District's policy against harassment, discrimination, and retaliation;
- d) Absence without authorized leave or tardiness;
- e) Excessive absenteeism and/or tardiness;

- f) Use of leave from work in a manner not authorized or provided for under District policies;
- g) Making false representation or statement, or making any omission of a material fact;
- h) Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
- i) Unsatisfactory job performance;
- j) Inefficiency;
- k) Damaging any District property, equipment, resource, or vehicle, or the waste of District's supplies through negligence or misconduct;
- l) Insubordination; or insulting or demeaning the authority of a supervisor or manager;
- m) Dishonesty;
- n) Theft;
- o) Violation of the District's or a department's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity;
- p) Misuse or unauthorized use of any District property, including, but not limited to: physical property, electronic resources, supplies, tools, equipment, District communication systems, District vehicles or intellectual property.
- q) Mishandling of public funds;
- r) Falsifying or tampering with any District record, including work time or financial records;
- s) Discourteous or offensive treatment of the public or other employees;
- t) Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
- u) Failure to inform your department head and supervisor that you are undergoing a criminal investigation and may be charged with a crime that may impact your employment and duties with the District;

- v) Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
- w) Unapproved outside employment or activity, or other enterprise that constitutes a conflict of interest with service to the District;
- x) Any conduct that impairs, disrupts, or causes discredit to the District, to the public service, or other employee's employment;
- y) Reckless or unsafe conduct;
- z) Working overtime without prior authorization or refusing to work assigned overtime;
- aa) Carrying firearms or other dangerous weapons while on duty when not required by job duties;
- bb) Physical violence, fighting, or creating a disturbance;
- cc) Horseplay or fighting;
- dd) Conducting non-District business activities during working hours;
- ee) Destroying or willfully damaging District or employee property, records, or other materials;
- ff) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture, or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment;
- gg) Violation of the District's Media Policy

2. TYPES OF COUNSELING, REPRIMANDS AND DISCIPLINE:

The following are types of counseling, reprimands, and discipline which the District may impose:

a) Counseling Memo:

A counseling memo will be provided to an employee to identify: a failure of appropriate conduct or performance issue; the performance the employee is to demonstrate in the future; and consequences for failure to correct the behavior or problem.

A counseling memo will be retained in the supervisor's file until the completion of the evaluation year, and then documented in the performance evaluation, as the supervisor deems necessary. A counseling memo is not subject to the discipline or discipline procedures described below.

b) Verbal reprimand:

A verbal reprimand is a verbal direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A verbal reprimand will be documented in writing and retained in the supervisor's file until the completion of the evaluation year and then documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand is not subject to the discipline or discipline appeal procedures described below.

c) Written reprimand:

A written reprimand is written direction from a supervisory employee to discontinue inappropriate conduct or to correct a performance issue.

A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation. Unless required by law, a written reprimand is not subject to the discipline or discipline appeal procedures described below.

The employee has the right to have his or her written rebuttal attached to the reprimand in the employee's personnel file, if the employee submits the rebuttal to the Personnel Officer within 14 days after the reprimand is received.

d) Suspension Without Pay:

The District may suspend an employee from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation.

Employees who are exempt from Fair Labor Standards Act (FLSA) overtime will only be suspended as authorized by the FLSA.

e) Reduction in Pay or Paid Leave:

The District may reduce an employee's pay or paid leave for cause.

A reduction in pay for disciplinary purposes may take one of three forms: 1) a decrease in salary to a lower step within the salary range; 2) a decrease in salary paid to an employee for a fixed period of time; 3) loss of accrued paid vacation or administrative leave, floating holiday, or compensatory time off.

Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation.

A reduction in pay is subject to the discipline and discipline appeal procedures described below. Employees who are exempt from the Fair Labor Standards Act (FLSA) overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.

f) Demotion:

The District may demote an employee from his or her position to a lower step or position for cause.

Documents related to a demotion shall become part of the employee's personnel file when the demotion is final and documented in the performance evaluation. A demotion is subject to the discipline and discipline procedures described below.

g) Termination:

The District may terminate an employee from his or her position for cause.

Documents related to the termination shall become part of the employee's personnel file when the termination is final.

A terminated employee is entitled to the discipline and discipline procedures described below.

3. SKELLY PROCESS:

The following types of discipline will require the District to initiate and put the employee through a Skelly quasi-judicial process as referenced in Section 2003.

- 1) Suspension Without Pay
- 2) Reduction in Pay or Paid Leave
- 3) Demotion

4) Termination

4. DISCIPLINE PROCEDURES:

The following discipline procedures only apply to the District's regular employees.

All employees other than regular employees, namely at-will employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.

The following discipline procedures apply only to suspension without pay for four or more days, reduction in pay, demotion, or termination.

a) Skelly Notice of Intended Disciplinary Action to Employee:

The Skelly process will require written notice to the subject employee of the intended disciplinary action shall be given to the employee, which will include the following information:

1. The level of the intended discipline;
2. The specific charges that support the intended discipline;
3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;
4. A copy of all materials upon which the intended discipline is based;
5. Notice of the employee's right to respond to the department head regarding the intended discipline within five (5) working days from the date of the notice, either by requesting *Skelly* conference, or by providing a written response, or both;
6. Notice of the employee's right to have a representative of his or her choice at the *Skelly* conference; and
7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

b) Response by Employee and *Skelly* Conference/Meeting:

If the employee requests a *Skelly* Conference, the department head or designee will conduct an informal meeting with the employee.

During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances.

The department head will consider the employee's presentation before issuing the disciplinary action.

The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

c) Final Notice of Discipline:

After the Skelly conference and/or timely receipt of the employee's written response, the Department of Human Resources in collaboration with the department head will:

1. Take no disciplinary action;
2. Modify the intended discipline; or
3. Impose the intended disciplinary action.

In any case, the Department of Human Resources in collaboration with the department head will provide the employee with a notice that contains the following:

- The level of discipline, if any, to be imposed and the effective date of discipline;
- The specific charges upon which the discipline is based;
- The summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

d) Delivery of the Final Notice of Discipline:

The final notice of discipline will be sent by mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person.

If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery.

5. DISCIPLINE APPEAL PROCEDURES:

The following appeal procedures only apply to the District's regular employees. All employees other than regular employees, namely at-will employees, may be discipline or separated at will, with or without cause, and without the disciplinary appeal procedures listed below.

The following appeal procedures apply only to suspension without pay, demotion, reduction in pay, or termination.

1) Request for Appeal Hearing:

An employee may submit a written request for appeal to the Personnel Officer within fourteen (14) days from: 1) receipt of the final notice of discipline; or 2) the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee, whichever is earlier.

Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

2) Appeal Hearing Officer:

The appeal hearing officer shall be an individual selected by the General Manager through State Mediation and Conciliation Services (SMCS) or the California Office of Administrative Hearings (OAH).

3) Date and Time of the Appeal Hearing:

Once the appeal hearing officer has been designated, Human Resources will set a date for an appeal hearing.

The employee shall be notified in writing at least twenty-one (21) days prior to the hearing of the scheduled date.

4) Prehearing Notice of Witnesses and Evidence:

No later than ten (10) days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing.

The District will use numbers to identify its evidence; the employee will use alphabet letters.

Neither party will be permitted to call any witnesses or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

5) Subpoenas:

Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing.

Each party is responsible for serving his/her/its own subpoenas.

District employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

District employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

6) Continuances:

The appeal hearing officer may or may not decide to request by either party to continue a scheduled hearing.

7) Record of the Appeal Hearing:

The hearing shall be recorded, either electronically or by the court reporter, at the option of the District.

If the District orders a transcript or makes a transcript of the recording, the District will notify the employee within three (3) days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.

8) Employee Appearance:

The employee must appear personally before the hearing officer at the time and place set for the hearing.

The employee may be represented by any person he or she may select.

**ARTICLE XXII
GRIEVANCE AND ARBITRATION PROCEEDURE**

GRIEVANCE STEPS:

Employees and/or the Union shall attempt to resolve disputes and misunderstandings by informally referring those disputes to their immediate supervisor or a District representative prior to pursuing grievance steps. In the event such informal resolution is not successful or possible, grievances shall be dealt with in the following manner:

A. Step 1.

Any employee covered by this Agreement who has a grievance must reduce it to writing, and date and sign the grievance form. If the Union is filing the grievance, it should also be reduced to writing, dated, and signed by the Union representative. The written grievance must briefly describe the nature of the alleged violation and cite the specific provision(s) of the Agreement allegedly violated.

The grievance shall be presented by the employee and/or the Union Business Representative to the Supervisor or designate within fourteen (14) calendar days from the day the employee knew of the alleged violation.

Within fourteen (14) calendar days of the date it was presented to him/her, the Supervisor, or his/her designee, shall meet with the employee and/or Union Business Representative, and respond in writing to the grievance.

B. Step 2.

In the event the Union disagrees with the written decision of the Supervisor, the dispute may be referred to Step 2, provided the Union notifies the District in writing of its intention to do so within fourteen (14) calendar days after receiving the Supervisor's written decision or within fourteen (14) calendar days of when the decision was due.

The grievance will be heard by the Department Manager or his designee, within twenty-one (21) calendar days of receiving the written appeal. In some instances, grievances may be heard via telephone conference.

The Department Manager will respond in writing to the grievance within fourteen (14) calendar days following the hearing.

C. Step 3.

The grievance will be heard by the General Manager or designee in conjunction with the General Manager or designee within twenty-one (21) calendar days of receiving the written appeal. The District Designee will respond in writing to the grievance within fourteen (14) calendar days following the hearing.

D. Step 4.

A grievance, which has not been resolved there under may be referred to arbitration by the Union within fifteen (15) calendar days after receipt of the District's Step 3 answer or when the Step 3 answer was due.

The appointment of an impartial Arbitrator shall be made from a list of seven (7) impartial arbitrators furnished to the parties under the procedure and rules of the American Arbitration Association (AAA). Employees shall have no independent right to arbitration absent the Union's decision to refer a matter to arbitration.

1. The arbitration hearing shall be held as promptly as possible.
2. The Arbitrator's authority shall be limited to the application of this Agreement and the arbitrator shall have no authority to render any award that amends, alters, or modifies any provision of this Agreement or otherwise to change the District's policies and procedures.
3. In an arbitration relating to the discharge of an employee, the Arbitrator's decision shall be final, exclusive, and binding upon the District, the Union, and the employees.
 - a) Should the arbitrator overturn the discharge, the arbitrator may order reinstatement of the employee with back pay for time lost.
 - b) Awards shall not in any case be made retroactive to a date prior to the date on which the discharge occurred.
4. All other matters decided by the Arbitrator, other than discharges, will be non-binding and appealable by the District or the Union to the West Valley Water District Board of Directors.
 - a) Should the arbitrator overturn a suspension, the arbitrator may order reinstatement of the employee with back pay for time lost.

b) Awards shall not in any case be made retroactive to a date prior to the date on which the suspension occurred.

5. The full costs of the Arbitrator and hearing room shall be shared by the parties. All other expenses incurred by a party shall be borne by that party.

E. Time Limitations:

The time limitations set forth above may be extended by mutual written agreement.

**ARTICLE XXIII
STRIKES AND LOCKOUTS**

The Union agrees that during the term of this Agreement, neither the Union, its agents, nor its members will authorize, aid, instigate, condone, nor engage in a slowdown, work stoppage, picketing, nor other interruption of work. "Sympathy Strikes" in support of other units are specifically prohibited.

In the event of a work stoppage in violation of this Article, the Union will immediately notify the employees engaging in such unauthorized activities to cease and desist.

It shall be grounds for the District to discharge any employee engaging in any strike, work stoppage, slowdown, picketing or other activity which has the effect of impending or obstructing operations, safety or maintenance of the plant.

No Lockout.

The District agrees that there will be no lockouts during the term of this Agreement.

**ARTICLE XXIV
OUTSIDE EMPLOYMENT**

Since the District is the primary employer, employees are required to obtain the approval of the General Manager prior to accepting other employment.

However, the General Manager shall not withhold approval unless the District determines that:

- a. Other employment could interfere with the employee's work schedule, including overtime assignments, or safety; or,
- b. The other employment represents a potential conflict of interest with the District or our Client.

**ARTICLE XXV
MISCELLANEOUS PROVISIONS**

1. EDUCATIONAL ASSISTANCE LOANS PROGRAM:

The District encourages employees to enroll in educational programs which will aid them in the performance of their current jobs, or better qualify them for positions which are important to the continued successful operation of the District.

The District provides reimbursement for eligible and pre-approved coursework for regular, full-time employees for certain expenses for a pre-approved educational course(s) or undergraduate/graduate degree programs that will mutually benefit the District and the employee. "Certain expenses" may include registration fees, tuition, books, parking and/or laboratory fees.

The Human Resources Department is responsible for administering this policy and any policy interpretation or course eligibility questions should be directed to that department. However, the General Manager shall make the final decision on whether to approve or deny the employee educational assistance requests at his or her discretion.

The Board of Directors has the right to unilaterally amend or repeal this policy at any time at its discretion.

a) Eligibility:

Regular full-time employees are eligible for education reimbursement once they have passed their probationary period, provided their job performance is Satisfactory in the evaluation period prior to enrollment in any course(s) and they are on the payroll at both the beginning and conclusion of the course(s).

The education is subject to reimbursement if the education is undertaken to:

1. Maintain or improve competency in the current job.
2. Provide related knowledge in order to advance to a higher-level position in the field.
3. Provide the training/knowledge needed to progress on any approved career path at the District.

b) Eligible Courses:

Courses eligible for reimbursement loans are those taken at an accredited college, university, technical or business school. Correspondence or online courses do not qualify unless offered by an accredited college or university.

“Accredited” is defined as a college or university that has been accredited by an accrediting association recognized by the U.S. Department of Education or the Council for Higher Education Accreditation (CHEA).

Courses taken under this program shall be attended on the employee’s own time, during hours other than scheduled work hours.

c) Pre-Approved Course Work

Course work must be approved by the Human Resources Department prior to enrollment to be eligible for reimbursement.

d) Reimbursement

The employee is responsible for paying for the courses at the time of enrollment. Upon receiving approval by the Human Resources Department that the employee has completed the coursework with a “passing” grade of a C or better, the employee will be eligible to receive:

1. \$2,500 for all general employees per fiscal year; or
2. \$5,000 for all management level employees per fiscal year.

2. REIMBURSEMENT FOR CERTIFICATIONS:

Eligible employees who receive certifications by the State Water Resources Control Board Division of Drinking Water in addition to the certifications required by their job position will be reimbursed for the tuition, books and other course required costs associated with obtaining and maintain said certifications. To be eligible for this reimbursement, the employee must have an overall three (3) performance rating in their most recent performance evaluation; and must also request and receive written approval from their supervisor prior to undertaking efforts toward the certification. The employee must submit all supporting documents as required by the District to the District’s satisfaction in order to receive reimbursement.

3. BILINGUAL COMPENSATION:

Employees who qualify as a bilingual Spanish speaker by taking a test with a passing score of 70% or higher will receive a stipend of twenty-five dollars (\$25) per pay period.

4. STIPEND FOR CLASS “A” DRIVERS’ LICENSE:

A stipend of twenty-five dollars (\$25) per pay period shall be paid to any field employees that have a class “A” driver’s license and are included in the random drug/alcohol testing program (see Section 1805 of the District’s Personnel Policies

and Procedures, approved July 1, 2021, currently in effect and incorporated in this agreement by reference).

5. ALCOHOL & DRUG TESTING:

Bargaining unit employees will adhere to Sections 1800-1809 on the District's policy against drugs and alcohol in the workplace and related policies and procedures contained in the District's Personnel Policies and Procedures, approved July 1, 2021 currently in effect and incorporated in this agreement by reference.

**ARTICLE XXVI
SAVINGS CLAUSE**

Should any part of, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation the parties agree to immediately meet to negotiate such parts or provisions affected as soon as practical to do so. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE XXVII
ENTIRE AGREEMENT**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The District is not obligated to follow past practices, side agreements, extra-contractual memoranda of agreement, or other such understandings followed by the predecessor employer.

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, oral or written, between the District and the Union, and expresses all obligations of, and restrictions imposed on the District during its term.

This Agreement can be altered or amended only by a written agreement properly entered into by both parties.

**ARTICLE XXVIII
DURATION**

This Agreement shall be in full force and effect from July 1, 2023 through and including June 30, 2026, unless written notice of desire to change, modify, or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day
of _____, _____.

WEST VALLEY WATER DISTRICT:

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 12:**

Greg Young, President

David K. Sikorski, Business Manager

Elvia Dominguez, Board Secretary

David Garbarino, President

John Thiel, General Manager

Ken Hunt, Vice President

Shawn Kinsey, Recording-Corres. Secy.

Perry Hawkins III, Financial Secretary

Robert J. Ninteman, Treasurer