

**West Valley Water District**

**Labor Agreement**

**between**

**West Valley Water District**

**and**

**International Union of**

**Operators Engineers,**

**Local Union No. 12**

855 West Baseline  
P.O. Box 920  
Rialto, CA 92377  
(909) 875-1804

July 1, 2023  
to  
June 30, 2026

**LABOR AGREEMENT**

**BETWEEN**

**WEST VALLEY WATER DISTRICT**

**AND**

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

**JULY 1, 2023 TO JUNE 30, 2026**

## **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 by 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 and 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 times.

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-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 and Information:

Pursuant to AB119, and applicable case law, the District agrees to provide, when practical, no less than 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 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 nondisclosure 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 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 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 Period

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 80 hours in the two-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 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 (2 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 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 10 minutes. If the problem cannot be fully addressed by telephone or radio communication within 15 minutes (for those with computer access; all others must be in route within 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 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 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.

## **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.

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 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 19
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 weeks' notice for vacation requests of one week or more. Employees will receive notice of approval or denial within 5 days of request.

4. Vacation/Floater Cash Out:

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

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

The employee is allowed a maximum of 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 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 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 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 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.

#### **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 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 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

3. 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.

4. 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.

5. 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 \$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 Eyewear:

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

1) 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/golf shirts	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 Tevas or Birkenstocks)

Slacks, dress pants and capris Sport coats/blazers Tights with acceptable skirt or dress lengths Suits (ties optional) Turtlenecks Dresses Sweaters		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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2) 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.

3) 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:

- 1. Providing false information in your application for employment;

2. Violation of any department rule, District policy or District regulation, ordinance, or resolution;
3. Violation of the District's policy against harassment, discrimination, and retaliation;
4. Absence without authorized leave or tardiness;
5. Excessive absenteeism and/or tardiness;
6. Use of leave from work in a manner not authorized or provided for under District policies;
7. Making false representation or statement, or making any omission of a material fact;
8. Providing wrong or misleading information or other fraud in securing appointment, promotion or maintaining employment;
9. Unsatisfactory job performance;
10. Inefficiency;
11. Damaging any District property, equipment, resource, or vehicle, or the waste of District's supplies through negligence or misconduct;
12. Insubordination; or insulting or demeaning the authority of a supervisor or manager;
13. Dishonesty;
14. Theft;
15. Violation of the District's or a department's confidentiality policies, or disclosure of confidential District information to any unauthorized person or entity;
16. 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.
17. Mishandling of public funds;



18. Falsifying or tampering with any District record, including work time or financial records;
19. Discourteous or offensive treatment of the public or other employees;
20. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
21. 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;
22. Conviction, meaning any judicial determination of guilt, of a crime that has a nexus to the employee's job duties;
23. Unapproved outside employment or activity, or other enterprise that constitutes a conflict or interest with service to the District;
24. Any conduct that impairs, disrupts, or causes discredit to the District, to the public service, or other employee's employment;
25. Reckless or unsafe conduct;
26. Working overtime without prior authorization or refusing to work assigned overtime;
27. Carrying firearms or other dangerous weapons while on duty when not required by job duties;
28. Physical violence, fighting, or creating a disturbance;
29. Horseplay or fighting;
30. Conducting non-District business activities during working hours;
31. Destroying or willfully damaging District or employee property, records, or other materials;
32. 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;
33. 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 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 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 21 days prior to the hearing of the scheduled date.

4) Prehearing Notice of Witnesses and Evidence:

No later than 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 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**

1. 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:

- (a) \$2,500 for all general employees per fiscal year; or
- (b) \$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 \$25 per pay period.

4. Stipend for Class "A" Drivers' License:

A stipend of \$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.


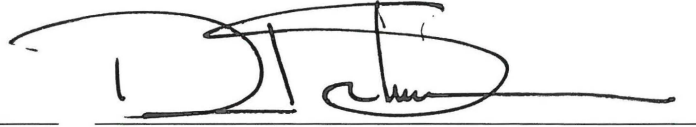
## **ARTICLE XXVIII DURATION**

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 13<sup>th</sup> day of November, 2023.

WEST VALLEY WATER DISTRICT:

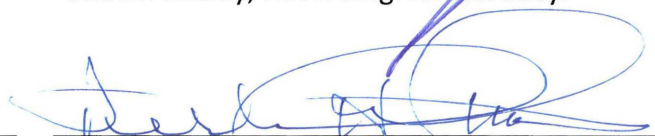
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12

  
\_\_\_\_\_  
Greg Young, President  
\_\_\_\_\_  
David Sikorski, Business Manager  
\_\_\_\_\_  
Elvia Dominguez, Board Secretary  
\_\_\_\_\_  
David Garbarino, President  
\_\_\_\_\_  
John Thiel, General Manager  
\_\_\_\_\_  
Ken Hunt, Vice President

\_\_\_\_\_

  
\_\_\_\_\_  
Shawn Kinsey, Recording Corres. Secy.

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\_\_\_\_\_  
Perry Hawkins, Financial Secretary

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Robert Ninteman, Treasurer