

West Valley Water District

Labor Agreement between West Valley Water District and International Union of Operators Engineers, Local Union No. 12



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**October 1, 2020
to
September 30, 2023**

LABOR AGREEMENT

BETWEEN

WEST VALLEY WATER DISTRICT

AND

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

OCTOBER 1, 2020 TO SEPTEMBER 30, 2023

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PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of October 2020, 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 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 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.

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 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 employee 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. unless the following Monday is a Holiday, in which case 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.

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	10/1/2020	10/1/2021	10/1/2022
		Freeze	Open *	Open
Accountant	46	\$68,390 – \$96,242		
Accounting Specialist I	28	\$44,096 - \$ 62,046		
Accounting Specialist II	32	\$48,610 - \$68,390		
Accounting Specialist III	34	\$51,022 – \$71,822		
Accounting Specialist Lead	42	\$62,046 - \$87,277		
Associate Engineer W/P.E.	117	\$73,986 - \$121,389		
Customer Service Rep. I	24	\$39,978 - \$56,285		
Customer Service Rep. II	28	\$44,096 - \$62,046		
Customer Service Rep. III	32	\$48,610 – \$68,390		
Customer Service Lead	36	\$53,602 – \$75,421		
Development Coordinator I	46	\$68,390 - \$96,242		
Development Coordinator II	52	\$79,165 - \$111,405		
Electrical & Instrument Specialist	46	\$68,390 - \$96,242		

Electrical & Instrument Technician	40	\$59,093 - \$83,117		
Engineering Technician I	34	\$51,022 - \$71,822		
Engineering Technician II	38	\$56,285 - \$79,165		
Engineering Technician III	42	\$62,046 - \$87,277		
Field Office Specialist I	24	\$39,978 - \$56,285		
Field Office Specialist II	24	\$39,978 - \$56,285		
Field Operations Specialist I	24	\$39,978 - \$56,285		
Field Operations Specialist II	32	\$48,610 - \$68,390		
GIS Coordinator	46	\$68,390 - \$96,242		
Info Technology Administrator	54	\$83,171 - \$116,979		
Info Technology Support Specialist	46	\$68,390 - \$96,242		
Planner/Scheduler	44	\$65,125 - \$91,624		
Public Affairs Analyst	40	\$59,093 - \$83,117		
Purchasing Analyst	46	\$68,390 - \$96,242		
Purchasing/Inventory Specialist I	28	\$44,096 - \$62,046		
Purchasing/Inventory Specialist II	30	\$46,301 - \$65,125		
Receptionist	22	\$38,064 - \$53,602		
Assistant Water Systems Operator	26	\$42,016 - \$59,093		
Water Systems Operator I	30	\$46,301 - \$65,125		
Water Systems Operator II	36	\$53,602 - \$75,421		
Water Systems Operator III	40	\$59,093 - \$83,117		
Lead Water Systems Operator	44	\$65,125 - \$91,624		

* 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.

* The District and the Union agree to open the agreement at least three months prior to 10/1/2021 for the purpose of adjusting the classification schedule and negotiating wage increases. These classification adjustments and any negotiated wage increases will take effect 10/1/2021.

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. Independence Day, July 4th
 - 6. Labor Day, First Monday in September
 - 7. Veterans Day, November 11th, or as designated
 - 8. Thanksgiving Day, Fourth Thursday in November
 - 9. Day after Thanksgiving
 - 10. Day before Christmas Day
 - 11. Christmas Day, December 25th
 - 12. Day before New Year's Day
 - 13. Floating Holiday- Effective January 1st of each Calendar Year
 - 14. 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.

**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 a two week 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 80 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 160 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, may utilize paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of immediate family or any relative living with the employee.

Immediate family consists of the following: employee's spouse, 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 domestic partner.

Employees are entitled to up to five (5) days for each death in the immediate family or of 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.

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

ARTICLE XIII 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 employee's supervisor.

District employees are to complete the Waiver of Pay form at the courthouse. Employees are to 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.

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

4. Life Insurance Plan:

Becomes effective 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 \$125,000.00.

5. Health Plans:

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

7. Dental Plan:

Becomes effective 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 a 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 \$225.00 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 (\$250.00) dollars per pair per year for those employees.

**ARTICLE XVII
APPROPRIATE DRESS**

Employees shall comply with Article No. 4, District Employee Appearance and Dress Policy, of the Human Resources Policy & Practices Manual approved April 19, 2018.

**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

DISCIPLINARY ACTION

As used herein, disciplinary action is an action taken by a supervisor or management against an employee, which could mean the dismissal, demotion, reduction in pay, suspension, reprimand of an employee or other similar process for dealing with and/or attempting to correct behavior that does not meet the expected performance standards.

1. Grounds for Disciplinary Action

The following is a non-exhaustive list of offenses giving rise to disciplinary action:

- a) Failure to follow direction, procedure, or policies of the District.
- b) Rudeness or discourtesy to the public, a supervisor, or fellow employees.
- c) Misuse or damage of District property and/or equipment.

- d) Incompetence, insubordination, lack of ability or failure to perform the assigned duties in a satisfactory manner.
- e) Physical violence, fighting, or creating a disturbance. Such conduct may include, but is not limited to, the following:
 - 1. Threatening, intimidating, coercing, or abusing fellow employees or customers.
 - 2. Physically intimidating or attacking another individual through the use or intended use of force.
 - 3. Verbal or physical abuse to the public, a supervisor or fellow employee.
 - 4. Disorderly, indecent or immoral conduct while on duty or while in District uniform, either during or outside of duty hours which causes discredit to the District.
- f) Theft or unauthorized use of District property.
- g) Dishonesty.
- h) Frequent or habitual tardiness, unexcused absences or unsatisfactory attendance.
- i) Conducting non-District business activities during working hours.
- j) Harassment, bullying and/or discrimination in any form.
- k) Consumption of alcoholic beverages, use of drugs and marijuana/cannabis while on duty or on District premises, or being under the influence of alcohol and or drugs while on duty.
- l) Use of, possession of, and/or transfer or sale of, non-prescribed drugs or narcotics while on duty or on District premises.
- m) Conviction of any felony or of a misdemeanor involving moral turpitude, dishonesty or immoral conduct.
- n) Unauthorized absence from work.
- o) Failure to report an injury promptly or significant unsafe working practices to a supervisor.
- p) Misrepresentations in obtaining employment with or promotion within the District.

- q) Falsification of forms, records, or reports; including, but not limited to time sheets, employment applications and District documents.
- r) Possessing or bringing firearms or weapons onto District property.
- s) Destroying or willfully damaging District or employee property, records, or other materials.
- t) 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.

2. Disciplinary Actions Not Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against any employee without compliance with the procedures set forth in Section 1702 (4) below:

- a) Counseling statements.
- b) Verbal or written warnings.
- c) Performance Improvement Plan (PIP) (Form A) for 90 calendar days during which time the employee's performance, attention to job duties, attitude, and timeliness are closely supervised. This can lead to further disciplinary action.
- d) Reassignment not entailing a salary reduction or demotion.
- e) Suspension for three (3) days or less without pay.

The following form shall be used for procedures of disciplinary action under Section 1702 (2):

Employee Commendation/Disciplinary Action Report Form 1702 A

3. Disciplinary Actions Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against a regular employee either by the General Manager or his designee:

- a) **Suspension from Duty:** Suspension from duty for four (4) or more days without pay.
- b) **Salary Reduction:** A reduction in pay from the employee's current pay range to any lower amount within that same range, as such range is recorded in the Districts current salary schedule.

- c) **Demotion:** Reduction from a position in one class to a position in another class having a lower salary range for disciplinary purposes. (Demotions resulting from employee's inability to satisfactorily complete his/her probationary period, organizational changes, or layoffs are not disciplinary in nature and not subject to this Section.)
- d) **Termination:** Discharge from District employment.

4. Disciplinary Procedures

The procedures provided below apply to regular employees who have completed their probationary periods and are subject to disciplinary measures set forth in Section 1702 (3).

a) Notice of Disciplinary Action.

If a disciplinary action under Section 1702 is warranted, the employee shall be notified in writing five (5) working days prior to the effective date of the disciplinary action. The contents of the notice shall be as follows:

- i. A description of the disciplinary action being taken.
- ii. The date on which that action will become effective. A statement of the charges upon which the action is based, including a reference to or description of the specific District rule or policy violated.
- iii. A statement that if the employee feels that the proposed action is not appropriate, he/she has the right to respond to the charges either orally or in writing at any time before the proposed disciplinary action is to become effective. This right is separate from the right to hearing as set forth below.
- iv. A statement that the employee has the right to a hearing on the charges. Said right may be exercised by filing a written request for a hearing, dated, and signed by the employee. Said request shall be submitted to the employee's supervisor personally or by certified mail before the end of the fifth (5th) working day after the notice is delivered to the employee (counting the day of delivery as the first day).
- v. A statement that the employee requesting a hearing is entitled to be represented at the hearing by an attorney or anyone else of his choosing.
- vi. A statement that in the absence of a timely written request for a hearing, the proposed discipline will become effective as scheduled unless it is modified or rescinded.

At the discretion of the District, an employee may be placed on paid or unpaid administrative leave during the pendency of disciplinary action.

b) Right to Respond.

The employee shall have the right to respond in writing to a notice of discipline before the discipline becomes effective.

c) Request for a Hearing.

The employee shall have the right to request a hearing on the proposed disciplinary action, within the time limits set forth in the notice of disciplinary action and/or in Section 1702 (4a) (v).

d) Hearing.

Upon receipt of a timely request for a hearing, the General Manager shall appoint a Hearing Committee composed of three individuals. The members of this Hearing Committee must consist of supervisory staff of the District and/or individuals employed by other entities in supervisory positions. One of the members of the Hearing Committee shall preside over the hearing as Chair. During the hearing, the employee shall have the right to:

- i. Call witnesses and question them;
- ii. Be represented by anyone of his choice, including an attorney;
- iii. Introduce other oral and written evidence on his/her behalf; and
- iv. Record the proceedings.

If an employee intends to be represented by legal counsel, he must notify the District immediately. In the event a hearing is requested, the District shall submit to the employee a copy of the General Manager's policy regarding the format for the hearing.

e) Result of Hearing.

Within five (5) working days after completion of the hearing, the Hearing Committee shall submit its written findings and recommendations to the General Manager whose decision will be made within five (5) days and shall be final. The recommendation by the Committee and the final decision by the General Manager shall be one of the following:

- i. Rule in favor of the proposed action.

- ii. Rule against the proposed action.
- iii. Rule that less severe action is warranted.

**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 so 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

a) Policy:

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.

It is District policy to provide loans for educational assistance to regular, full-time employees for certain expenses*(registration fees, tuition (educational fees), books, parking and laboratory fees) for an approved educational course(s) or undergraduate degree program that will mutually benefit the District and the employee.

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, all final approval of the employee educational assistance loan requests shall be granted by the General Manager. The Board of Directors reserves the right to amend or repeal this policy.

b) Eligibility:

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

Reimbursement will be provided 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.

c) 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.

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

d) Reimbursable Loan Fees:

Reimbursable loan fees shall include registration fees, tuition (educational fees), books, parking, and laboratory fees.

One hundred percent of fees will be eligible for the loan program each fiscal year, not to exceed \$ 5,000.00. The employee shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) with the required grade will result in no reimbursement loan.

The Board of Directors will review fees and make adjustments, if necessary, to the educational assistance amount on a periodic basis.

If an employee remains employed by the District for 48 months after completing any course, the loan will be forgiven. If the employee leaves prior to 48 months, the loan incurred for the course(s) shall be paid back to the District by the employee on a prorated basis (see table below). Any exceptions must be approved by the General Manager.

Payback Proration

Less than 12 months	100%
13 to 24 months	75%
26 to 36 months	50%
37 to 48 months	25%
49 + months	0%

Employees are required to apply for Free Application for Federal Student Aid (FAFSA) and provide proof of application. Employees who receive educational benefits from other sources such as the GI Bill, a scholarship fund, etc., will be reimbursed only for amounts that are not covered by those sources.

Employees are encouraged to review the Federal Student Aid Loan Forgiveness Program for eligibility. (See the Human Resources Department)

"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).

2. Alcohol & Drug Testing:

Bargaining unit employees will adhere to Article No. 19, Substance Abuse Policy Statement, contained in the District's Human Resources Policies & Practices Manual, approved April 19, 2018 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.

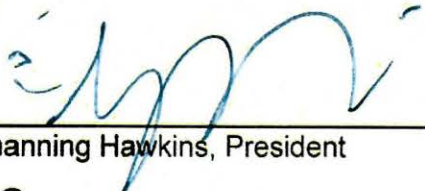
**ARTICLE XXVIII
DURATION**

This Agreement shall be in full force and effect from October 1, 2020 through and including September 30, 2023, 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 12th day of October, 2020.

WEST VALLEY WATER DISTRICT:

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




Channing Hawkins, President




Ronald J. Sikorski, Business Manager



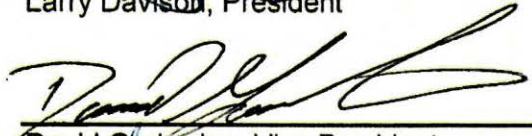
Peggy Asche, Board Secretary



Larry Davison, President



Clarence C. Mansell, Jr., General Manager



David Garbarino, Vice President



Shawn Kinsey, Recording-Corres. Secy.



David Sikorski, Financial Secretary



Carl L. Mendenhall, Treasurer