

# **Memorandum of Understanding**

**Between**

**Santa Clara Valley Water District**

**and**

**AFSCME Local 101, AFL-CIO  
Employees Association**

**2026 – 2029**

(January 1, 2026 through December 31, 2029)

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## **ARTICLE I. RECOGNITION**

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### **Section 1. Recognition**

- A. The Santa Clara Valley Water District ("District," and/or "Valley Water") formally recognizes the Employees Association ("Union," and/or "EA") as the majority representative of those classes of employees and units listed in Attachment I, hereto.

### **Section 2. Dues Check-Off**

- A. Valley Water agrees to check-off Union dues from member paychecks. Such check-off shall be in uniform amounts and be authorized in writing by the employee on a form supplied by the Union, provided that the employee's earnings are regularly sufficient after other legally required deductions are made to cover the amount of dues check-off authorized. Dues withheld by Valley Water will be transmitted to the officer or depository designated by the Union.
- B. The dues transmitted to the Union by Valley Water shall include the names of any employees who did not have dues transmitted for reasons such as the employees having transferred out of the bargaining unit, the employee being on leave, or otherwise being in an unpaid status. Valley Water shall identify the specific reason(s) an employee's dues were not transmitted to the Union.
- C. The Union will supply Valley Water with a certified list of employees who have authorized dues and/or PEOPLE deductions and the amounts to be remitted to the Union. The Union shall send Valley Water as an as-needed report indicating any changes to membership, including new Union members who have dropped their membership and shall no longer have dues withheld. Valley Water will provide the Union the home address for members upon request. An employee has the right to file a statement with Valley Water to withhold the release of the home address to AFSCME Local 101.
- D. The Union agrees to indemnify, defend, and hold Valley Water harmless from any and all claims, demands, suits, or other actions arising from the provisions of this Section or from compliance with employee cancellations of check-off authorizations.

### **Section 3. Political Payroll Deduction**

- A. Any worker may sign and deliver to the Union an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE). Valley Water agrees to remit monthly to the Union all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time by contacting the Union. A copy of such letter shall be provided to Valley Water upon receipt by the Union.

#### Section 4. Union Security

- A. **Maintenance of Membership**—Any employee who is a Union member and is tendering dues through payroll deduction as of the date of execution of this Memorandum of Understanding (MOU), or who becomes a Union member during the term of this MOU, shall remain a member and continue dues deduction for the duration of this MOU and each subsequent MOU thereafter. For the period of ninety to seventy (90–70) days prior to the expiration of this or any subsequent MOU, an employee who is a Union member shall have the right to withdraw from the Union by discontinuing dues deduction, such withdrawal to be communicated in writing by the employee to the Union on a form provided by the Union during the ninety to seventy (90–70) day period. An employee who moves to a position outside the Union's bargaining unit shall not be required to continue dues deduction.
1. The Union agrees to indemnify, defend, and hold Valley Water harmless from any and all claims, demands, suits, or other actions arising from the provisions of this Section or from compliance with employee cancellations of check-off authorizations.

#### Section 5. Time Off for Representation

- A. Valley Water will notify the Union when members' participation as volunteers in Valley Water directed committees/projects is desired. When requesting Union member participation, Valley Water management will provide the Union with a description of the skills/expertise needed, the number of hours anticipated, the duration of service needed, and the budget code.
- B. Union representatives may be given specified release time for the following:
1. **Meet and Confer/Consult**—Up to three (3) designated Union members are allowed time off without loss of compensation for purposes of meeting and conferring or meeting and consulting with Valley Water representatives on matters within the scope of representation.
  2. **Negotiations**—Valley Water will provide release time for up to seven (7) designated Union members for purposes of meeting and conferring on a successor MOU. Release time for up to four (4) additional hours per week shall be granted for bargaining preparation after the commencement of negotiations.
  3. **Board Meeting Attendance**—Up to two (2) designated Union representatives are allowed time off without loss of compensation to hear items before the Board of Directors within the scope of representation. A Union representative must notify the Labor Relations Unit before using release time to attend Board meetings.
  4. **Meetings of Valley Water–Authorized Committees**—Up to three (3) Union representatives are allowed time off without loss of compensation to attend meetings of Valley Water–authorized committees when representatives are serving on such committees as a representative of the Union.

5. **Grievances**—One (1) designated Union representative is allowed time off without loss of compensation for purposes of representing an employee in a meeting with Valley Water representatives relative to an employee grievance.
  - a. One (1) designated Union representative is allowed time off without loss of compensation for the purpose of discussing or investigating a grievance with an employee; provided that Valley Water finds there is no undue interruption of the work of either the Union representative or the grievant and both the Union representative and the grievant have notified their respective supervisors of such time off.
  - b. An employee has the right to discuss a grievance with a Union representative during working hours, provided there is no disruption of the workload and the employee has notified and received authorization from the first-line manager/supervisor.
  - c. Release time will be provided to new stewards to receive training on grievance handling, including observing the actual grievance process.
6. **Representation**—The Union President and/or a designee will have release time without loss of compensation for the purpose of conducting Union business as specified below. Compensated release time shall be limited to formal meetings with Valley Water management personnel and the investigation and presentation of grievances. Release time must be scheduled in advance with the President's or designee's supervisor.
7. **Release Time**—Union representatives shall notify their unit manager/supervisor of their intention to be on release time as far in advance as reasonably possible, but no later than the end of normal business hours the day before such meeting, except in the case of emergency situations. Union representatives must log the time they leave their work assignments and the time they return to work in order to qualify for compensated release time. Union will provide Valley Water with a list of all officers, stewards, and representatives/alternative representatives. Permission to perform Union functions shall not be unreasonably denied.

## **Section 6. Access to Work Locations**

- A. The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation, provided that the supervisor of such work location is notified prior to entry. Such access shall not interfere with the work process, safety, or security of the work location.

## **Section 7. Mail/Bulletin Boards**

- A. The Union may utilize existing bulletin boards in accordance with existing Valley Water procedures, provided posted information relates solely to Union activities and services. The bulletin board shall not be used to post material that endorses or supports political candidates or positions in elections. If no bulletin board exists at any of the below listed work locations, Valley Water shall provide and install a bulletin board, provided that the

size and location comply with existing Valley Water procedures established by the Facilities Maintenance Unit.

**Valley Water Locations:**

Santa Teresa Water Treatment Plant – Common Area/Ready Room  
Rinconada Water Treatment Plant – Common Area/Ready Room  
Penitencia Water Treatment Plant – Common Area/Ready Room  
Silicon Valley Advanced Water Treatment Plant – Common Area/Ready Room  
Headquarters Building – Lunchroom  
Administration Building – Near Break Room  
Maintenance Building – Ready Room  
Crest Building – Lunchroom  
Blossom Hill Annex – Near Meeting Room Area  
Coyote Pumping Plant – Shop Area  
Lab – Mailroom  
Vasona Pumping Station – Main Hallway  
Warehouse – Office Area  
Santa Teresa Office Building

- B. Further, the Union may use Valley Water mail, facsimile, and electronic mail for the distribution of information in accordance with existing Valley Water procedures.

**Section 8. Valley Water Facilities**

- A. The Union has reasonable use of Valley Water facilities and equipment for meetings in accordance with Valley Water policies and procedures.

**Section 9. Access to Information**

- A. The Union has access to such non-confidential information pertaining to employee relations that is subject to disclosure under the California Public Records Act.

**Section 10. Written Notice**

- A. Written notice of any ordinance, rule, regulation, or resolution relating to matters within the scope of representation proposed to be adopted by the Board of Directors or otherwise implemented shall be given to the Union reasonably prior to such action to solicit Union response and to afford an opportunity to meet with Valley Water regarding the issue. In the case of an emergency, when reasonable prior notice is not possible, Valley Water shall provide such notice as soon as possible and an opportunity to meet at the earliest practical time to discuss the issue.
- B. Any communication in accordance with Section 10(A) above shall be submitted to the Union President, Vice-President, and to the Union office by Valley Water through its Labor Relations Unit.

## **Section 11. New Hire Information**

- A. The Union shall be notified of the name, classification, unit, and work location of all new hires into coded positions in the classifications listed in Attachment I within the first pay period following the new employee's starting date.

## **Section 12. Orientation**

- A. Valley Water will provide the Union, on an annual basis, with the new hire orientation schedule. If it is later determined that the schedule must be amended, an updated copy will be provided.
- B. Valley Water will provide the Union with written notice of the employee's name, employee number, scheduled start date, position title, position code, unit name, unit number, and supervisor within two business days of the completion of the recruitment process. This written notice will be sent via email.
- C. The Union will be provided with 20 minutes during the new employee orientation meeting to meet with the newly hired employee(s). The Union will have from 8:00 a.m. to 8:20 a.m. on the day of the orientation to meet with the employee(s). Under no circumstances will the Union continue the meeting with the newly hired employee(s) past 8:30 a.m. If, for some reason, the Union cannot attend the orientation, the Employee Benefits and Recruitment Unit will be notified no later than 8:00 a.m. on the orientation day.
- D. Valley Water agrees to provide the Union with employee contact information for all employees in the bargaining unit by the 10th calendar day of each month. The information that will be provided is as follows:
  - 1. Employee name
  - 2. Employee job title
  - 3. Unit name or department
  - 4. Work location
  - 5. Home address
  - 6. Work phone extension
  - 7. Home or cell phone number (whichever is provided to Valley Water by the employee)
- E. Personal email addresses are not collected or retained by Valley Water; therefore, none are available to provide to the Union.

## **ARTICLE 2. VALLEY WATER/EMPLOYEE RIGHTS**

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### **Section 1. Employee Rights**

- A. Employees of Valley Water shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer–employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of Valley Water also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with Valley Water. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by Valley Water or by any employee organization because of their exercise of these rights.

### **Section 2. Valley Water Rights**

- A. The rights of Valley Water include, but are not limited to, those listed herein, except where such rights are limited by clear and explicit language of this Agreement:
1. The right to determine the mission of Valley Water, including, without limitation, Valley Water’s departments, divisions, institutions, boards, and commissions.
  2. The right of full and exclusive control of the management of Valley Water; supervision of all operations; determinations of methods, means, location, and assignments of performing all work; and the composition, assignment, direction, location, and determination of the size and mission of the workforce.
  3. The right to determine the work to be done by employees, including the establishment of service levels, appropriate staffing, and the allocation of funds for any position(s) within Valley Water.
  4. The right to review and inspect, without notice, all Valley Water–owned facilities and equipment, including, without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, vehicles, and filing cabinets and systems.
  5. The right to change or introduce different, new or improved operations, technologies, methods, or means regarding any Valley Water work, and to contract out for work.
  6. The right to establish and modify qualifications for employment, including the content of any job classification, job description, or job announcement, and to determine whether minimum qualifications are met.
  7. The right to maintain and modify Valley Water’s job classifications.
  8. The right to establish and enforce employee performance standards.

9. The right to schedule and assign work, make reassignments, and assign overtime work.
10. The right to hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend, or reduce in step or grade, all employees.
11. The rights to establish and modify bargaining units; to assign new or amended classifications to bargaining units; and to designate any position confidential, management, or otherwise for bargaining unit assignments pursuant to the Meyers–Milius Brown Act (MMBA).
12. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully, and cooperate in good faith regarding any Valley Water investigation.
13. The right to maintain orderly, effective, and efficient operations; and
14. The right to take any appropriate lawful measure to ensure the best delivery of services to the public in response to any work stoppage, including, without limitation; (a) altering work schedules or locations to ensure coverage; and (b) investigating absences to ensure no violation of Valley Water policies.

### **Section 3. Nonstrike/Lockout Provision**

During the term of this agreement, Valley Water agrees to not to lockout employees and the Union, nor its agents, nor any Valley Water employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of Valley Water.

- A. The Union agrees to notify all of its officers, stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others and to encourage employees violating this section to return to work.
- B. Violation of this section by the Union shall result in the cancellation of the dues checkoff, and Valley Water will be free to seek any other appropriate remedies for such actions.

## ARTICLE 3. COMPENSATION

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### Section 1. Salaries

A. Across-the-board salary adjustments will be effective as follows:

| Pay Period 14<br>Year 2026 | Pay Period 14<br>Year 2027 | Pay Period 14,<br>Year 2028 | Pay Period 14<br>Year 2029 |
|----------------------------|----------------------------|-----------------------------|----------------------------|
| 4.5%                       | 4.0%                       | 3.5%                        | 3.0%                       |

1. **All Employees:** One-time \$2,000 lump sum payment to all Classified Employees employed on January 1, 2026, who then have the ability/option to modify their deferred compensation election to have this payment go into deferred compensation.
  2. **PEPRA Employees:** One-time \$1,000 lump sum payments to all PEPRA employees employed on January 1, 2026, who then have the ability/option to modify their deferred compensation election to have this payment go into deferred compensation.
- B. Payday shall be the Thursday following the last day of the pay period for which the pay was earned. In the event a regularly scheduled payday falls on a holiday, the workday immediately preceding the holiday will be observed as the official payday.
- C. Employees will be notified by email at the end of each pay period when direct deposit paycheck stubs are available for web-friendly viewing and printing. Employees who receive paper paychecks can continue to pick up their paycheck from the Payroll department on the designated payday.
- D. Valley Water shall continue to offer direct deposit to all eligible employees, as available.

### Section 2. Step Placement

- A. Employees will be compensated on a salary range consisting of seven (7) steps. The salary percentage differential for the seven steps is as follows:
1. Between steps 1 and 2, the salary assigned to Step 2 is 5% greater than the salary assigned to Step 1.
  2. Between steps 2 and 3, the salary assigned to Step 3 is 5% greater than the salary assigned to Step 2.
  3. Between steps 3 and 4, the salary assigned to Step 4 is 5% greater than the salary assigned to Step 3.
  4. Between steps 4 and 5, the salary assigned to Step 5 is 5% greater than the salary assigned to Step 4.

5. Between steps 5 and 6, the salary assigned to Step 6 is 2.5% greater than the salary assigned to Step 5.
  6. Between steps 6 and 7, the salary assigned to Step 7 is 2.5% greater than the salary assigned to Step 6.
- B. The first step is the minimum rate and shall be the usual hiring rate for all classes. In cases where it is difficult to secure qualified personnel, or a person of unusual qualifications is employed, Valley Water may authorize appointment at a rate other than the first step. An overall annual review rating of "Needs Improvement" or "Unsatisfactory" will result in the denial of a step increase until the employee's overall performance is rated at least "Achieved" in a future evaluation period. There shall be at least a five percent (5%) separation between the base salary of supervisors and their direct reports.
- C. An employee shall be eligible for advancement to:
1. The second step, after completion of 2,080 hours (typically twelve (12) months) of competent service in the first step, and approval of Valley Water.
  2. The third, fourth, or fifth steps after completion of 2,080 hours of competent service in the preceding step and approval of Valley Water.
  3. The sixth and seventh steps after completion of 5,200 hours (typically thirty (30) months) of competent service in the preceding step and approval of Valley Water.
- D. Approved salary adjustments will be made retroactive to the first pay period of eligibility, unless the adjustment is withheld due to less than satisfactory performance.

**Section 3. Step Placement Upon Promotion, Demotion, Lateral Transfer, Reassignment, or Reclassification**

- A. For informational purposes, each salary range is approximately two and a half percent (2.5%) above the next lower salary range.
- B. All appointments to a class shall be to a step within the salary range for that class.
- C. Upon promotion or reclassification, an employee's salary shall be adjusted as follows:
1. For a promotion or reclassification where the seventh step salary of the higher class is less than ten percent (10%) above the seventh step salary of the present class, the employee shall be placed at the same step in the higher class that they are at in the present class (i.e., if the employee is at the third step in the present class, they will be placed at the third step in the higher class; if the employee is at the sixth step in the present class, they will be placed at the sixth step in the higher class).
  2. For a promotion or reclassification where the seventh step salary of the higher class is ten percent (10%) or more above the seventh step of the present class, the employee shall be placed in the first step in the new range or the step in the

new range which provides for a minimum ten percent (10%) increase, whichever is greater.

3. For a demotion, including a voluntary demotion, the employee shall be placed at the highest step in the lower range that does not provide an increase in salary.
- D. For a lateral transfer or reassignment within the same class or to a comparable class, the employee's salary shall remain unchanged.

#### **Section 4. Salary Adjustment and Service Time**

- A. An employee placed in the first step of a new range or receiving a ten percent (10%) or more increase because of promotion or reclassification shall receive a new salary anniversary date as of the date of promotion or reclassification for purposes of determining future step increases.
- B. In all other cases of promotion, demotion, lateral transfer, reassignment or reclassification, employees shall not lose the time served in their former salary step. The time served in the former step shall be included when computing the required months of service needed to be eligible for their next step increase.

#### **Section 5. Pay Differentials**

- A. Incumbents in the class of Assistant Water Plant Operator who have or obtain a Grade 3 license shall be compensated five percent (5%) higher than that to which the employee is normally entitled, provided the incumbent is not in a probationary status and received an overall rating of at least "Achieved" on the most recent performance evaluation. Employees hired by Valley Water after January 1, 2012, are ineligible for this differential.
- B. Incumbents of the classes of Senior Water Plant Operator and Water Plant Operator shall be compensated two and one-half percent (2.5%) higher than that to which they are entitled when they possess a valid Water Treatment Plant Operator Certificate issued by the State Water Resources Control Board, of one (1) or more grades higher than that required by their class.
- C. Incumbents of the classes of Senior Water Plant Operator, Water Plant Operator, Systems Control Operator III, or Systems Control Operator II, shall be compensated five percent (5%) higher than that to which they are entitled when assigned to a "relief" schedule for periods of not less than a twelve (12) week duration.
  1. The Union and Valley Water agree that incumbents of the classes of Senior Water Plant Operator, Water Plant Operator, and Operations Liaison shall be compensated two and one-half percent (2.5%) higher than that to which they are entitled when they possess a valid Water Treatment Plant Operator Certificate issued by the State Water Resources Control Board, of one (1) or more grades higher than that required by their class.
- D. Incumbents of classes who are assigned to work in the Vegetation Management Unit and who possess, maintain, and use in the regular course of their duties, a Qualified

Applicators Certificate (QAC—pesticide spray card), shall be compensated five percent (5%) higher than that to which they are otherwise entitled.

- E. A swing shift differential of seven and one-half percent (7.5%) over the base hourly rate shall be paid to all Valley Water employees who work other than the 12-hour shift schedule and at least five-eighths ( $\frac{5}{8}$ ) of the shift between 3:30 p.m. and 12 a.m. This premium pay shall not be allowed for time spent on vacation, sick leave, or leave with pay.
- F. A graveyard shift differential of ten percent (10%) over the base hourly rate shall be paid to all Valley Water employees who work other than the 12-hour shift schedule, and of which at least five-eighths ( $\frac{5}{8}$ ) of a shift falls between 12 a.m. and 8:30 a.m. This premium pay shall not be allowed for time spent on vacation, sick leave, or leave with pay.
- G. A night shift differential of fifteen percent (15%) over the base hourly rate shall be paid to all Valley Water employees who work on a 12-hour shift schedule for all hours worked between either 5:30 p.m. and 5:30 a.m. or 6:00 p.m. and 6:00 a.m. This premium pay shall not be allowed for time spent on vacation, sick leave, or leave with pay.
- H. Incumbents in the classes of System Control Operator III shall continue receiving their current differential as specified under previous agreements as long as they maintain their T-2 or higher certification. Any pay for such differential shall cease when an incumbent vacates the Systems Control Operator III class for any reason. Appointments made after November 17, 2008, to the Systems Control Operator series are ineligible for T-2 or higher differentials. Incumbents and future appointments to the Systems Control Operator series are ineligible for reimbursement for expenses entailed in taking courses, examinations, or annual maintenance fees for Water Treatment Plant Operator certificates.
- I. Incumbents in the classes of Maintenance Worker III and Heavy Equipment Operator who obtain and maintain a valid crane certification shall be compensated five percent (5%) higher than that to which they are normally entitled. Senior Maintenance Workers who held crane certification prior to their appointment to that position will also be included for this differential.
  - 1. Within the current Valley Water-established staffing guideline of a maximum of 12 crane operators eligible for a crane differential, Valley Water has the option to specifically recruit for crane certification within any of these classes (the class specification would so indicate) and retains discretion to modify the staffing guideline if justified by future business needs and after consultation with the Union.
- J. Incumbents in the classes of Water Measurement Technician II, Water Measurement Technician III, and/or Senior Water Measurement Technician who obtain, maintain, and use in the regular course of their duties a valid certification as a backflow tester shall be compensated at a rate of two and one-half percent (2.5%) higher than that to which they are normally entitled.

1. Within the current Valley Water–established guideline of a maximum of five (5) Water Measurement Technicians eligible for backflow certification differential, Valley Water has the option to specifically recruit for backflow certification within the above–mentioned classes and retains discretion to modify the staffing guideline if justified by future business needs and after consultation with the Union.
- K. Upon written approval of the Appointing Authority and the Deputy of Human Resources, an employee in a budgeted position in the class of Program Administrator shall receive a differential of three percent (3%) in base salary when assigned on a continuing basis to provide direct supervision (i.e., develop work plans, complete performance evaluations, take disciplinary action) to one or more full-time equivalent (FTE) employees in budgeted positions. Such assignments and approvals are at management’s discretion and apply prospectively. The differential shall be effective at the beginning of the first full pay period after all approvals and shall cease at the end of the first full pay period when the required supervision is no longer exercised, or approval ceases.
- L. Incumbents in the Plant/Pipeline Mechanical Technician I/II classification shall receive a two and one-half percent (2.5%) differential when they possess a valid Water Distribution Operator Certificate issued by the State Water Resources Control Board, of one (1) or more grades higher than that required by their class. The two and one-half percent (2.5%) differential shall only be applied once and shall not be compounded if the eligible incumbent elects to obtain a certificate multiple grades higher than that required by their class. The applicable differential shall be effective the beginning of the first full pay period after all approvals are received and upon receipt of the valid certificate.
- M. Senior Plant/Pipeline Mechanical Technician shall be compensated at a range of two and one-half percent (2.5%) higher than that to which they are normally entitled for obtaining a D-3 certification. Supervising Plant/Pipeline Mechanical Technician shall be compensated at a range of five percent (5%) higher than that to which they are normally entitled for obtaining a D-4 certification.
- N. A confidential differential of five percent (5%) of base pay will be paid to employees, assigned by management, pursuant to the Employer/Employee Rules.
1. The Union and Valley Water agree that during the life of the MOU, Valley Water will not designate any Union Officers as confidential employees pursuant to Valley Water’s Employer-Employee Relations Rules – Resolution No. 11-60.
- O. The Union and Valley Water agree that upon written approval of the Appointing Authority and the Deputy of Human Resources, positions in the following classes will be eligible to receive a Supervising Differential of three percent (3%) when assigned, on a continuing basis, to provide direct supervision to two or more full-time equivalent employees in budgeted positions. The incumbent must attend supervisor training as designated by management. If management withdraws the supervisory responsibility, the differential will be removed. The differential is not eligible for retroactivity.

|                      |                                         |
|----------------------|-----------------------------------------|
| 1. Senior Accountant | 6. Senior Real Estate Agent             |
| 2. Senior Biologist  | 7. Senior Water Conservation Specialist |

|                                 |                                                      |
|---------------------------------|------------------------------------------------------|
| 3. Senior Chemist               | 8. Senior Management Analyst                         |
| 4. Senior Environmental Planner | 9. Senior Accounting System Analyst                  |
| 5. Senior Microbiologist        | 10. Senior Environmental, Health & Safety Specialist |

- P. Incumbents in the Maintenance Worker I/II/III/Senior Engineering Tech II, Field Construction Supervisor, and Field Operations Administrator classifications who are assigned to work directly and exclusively with the encampment cleanup crews as part of the Good Neighbor Encampment Clean Up Project, shall be compensated five percent (5%) higher than that to which they are otherwise entitled.

The five percent (5%) differential shall only be applied when the incumbents are solely performing cleanup on encampment generated trash, debris, and hazardous pollutants near waterways or on Valley Water property. Duties will include ensuring proper disposal of hazardous materials as established by Valley Water guidelines. Duties will also include working with and directing the work of various contract crews and skilled laborers during encampment cleanup activities; identifying, collecting, and cataloguing personal property during encampment cleanup activities; identifying biohazardous waste and working with agency/vendor to properly dispose; and maintaining appropriate records and photo documentation of encampment cleanup activities.

- Q. Incumbents in the Assistant Surveyor I/II/III, Senior Surveyor, and Survey Party Chief classifications (excluding Supervising Land Surveyor) shall receive a two and one-half percent (2.5%) pay differential when they possess a valid Professional Land Surveyor (PLS) license issued by the State of California. The applicable differential shall be effective the beginning of the first full pay period after all approvals are received and upon receipt of the valid license.

## Section 6. On Call Pay

- A. Non-exempt employees required to remain On Call during non-working hours shall receive one (1) hour pay for the first 5–8 hours, within a single twenty-four (24) hour period, and one-half (1/2) hour pay for each additional 5–8 hours within the same twenty-four (24) hour period. An employee who is On Call for the entire weekend (i.e., from Friday after their normal shift ends until Monday, beginning of their normal shift) shall receive eight (8) hours' pay for the entire weekend.
- B. Employees On Call shall be readily accessible by cell phone, pager, landline, or other means of communication and will report to duty within a reasonable amount of time as determined in writing by their supervisor/manager, but in no case should an employee be provided with less than 20 minutes to report to work.
- C. Employees who are On Call found not readily accessible, who refuse, or are unable to report to duty within the time frame determined by their manager, upon attempted notification by Valley Water, shall not receive the On Call pay for the period they were supposed to be On Call and may be subject to progressive discipline.
- D. When an employee responds by cell phone, landline, or computer and does not return to a Valley Water facility, they shall be paid their applicable rate of pay to the nearest

quarter hour (i.e., 5-minute phone call, the employee can charge 15 minutes) while engaged in this activity.

## **Section 7. Call Back Pay**

- A. Non-exempt employees reporting to work from on-call status or who are called back to work from off-duty hours shall be paid on a portal-to-portal basis. Portal-to-portal means the time from when the employee enters Valley Water facility to which they are to report when called back to the time when the employee leaves Valley Water facility.
- B. Non-exempt employees not On Call, who are called back and report to work to a Valley Water facility (or alternative place designated) shall be compensated for two (2) hours, or the actual time worked, whichever is greater, at time and one-half the employee's base rate, provided such Call Back duty does not immediately precede or follow their normal shift.

## **Section 8. Translation Services Pay**

- A. Employees who successfully demonstrate the ability to communicate effectively in English and any other language used by a significant portion of the population Valley Water serves may be compensated at the rate of \$75.00 per month for providing occasional use of bilingual skills, such as written or oral language translation, on behalf of Valley Water. Such translation services may be in addition to the employee's usual duties and responsibilities.
- B. The CEO or designee will determine the need and number of employees allowed to participate in this program. To receive translation service pay, the employee must document the time spent providing translation services on a form provided by Valley Water, approved by their supervisor, and submitted to payroll each month to receive the differential.

## **Section 9. Job Site Reporting**

- A. Employees shall be eligible for job site reporting pay of twenty dollars (\$20) per day where an employee is, in advance, temporarily assigned by a department manager to perform work on a project or campus other than the employee's regular base of reporting, and the employee must be at the location at the start or end of a shift. Except for Construction Inspectors, temporarily means the assignment does not exceed six (6) months.
- B. When job site conditions warrant, the employee may request, or the Deputy may assign, a Valley Water vehicle for the purpose of job site reporting.
- C. The employee's regular basis of reporting is defined as the office campus where the employee would normally report in the absence of project activity, usually where the employee's supervisory and support staff are located.
- D. No other compensation, including overtime, shall be paid for any additional commute times or mileage incurred by the employee for reporting to a temporarily assigned job site within any geographic location of Valley Water's jurisdiction.

## **Section 10. Temporary Assignment-Temporary Upgrade Pay**

- A. An Appointing Authority may temporarily assign an employee to a higher-level classification for which they are qualified by education, training, or experience and possess the required license(s) and/or certification(s) required by the position for the following reasons:
1. Vacant Position
    - a. Assignment must be to backfill a vacant position code.
    - b. Length of assignment shall be thirty-one (31) days or more, not to exceed 960 hours in a fiscal year or twelve (12) months, whichever occurs first.
    - c. The employee will have full authority and responsibility of the new position, must assume 100% of the higher-level duties, and will not continue to perform their current duties in addition to the new duties.
    - d. Compensation shall be at the first step of the range of the Temporary Assignment position or ten percent (10%) above the employee's current salary, whichever is higher, provided that the salary does not exceed step seven (7) of the higher class.
    - e. Compensation for Temporary Assignment pay will be reported to CalPERS as special compensation if the employee is a Classic CalPERS Member. Employees enrolled in the 2% @ 62 formula are not eligible for Temporary Assignment pay to be reported to CalPERS.
    - f. Employees on a Temporary Assignment in an exempt position will not be eligible to earn overtime.
    - g. Paid leave while on Temporary Assignment shall be paid at the Temporary Assignment pay rate.
    - h. Pay differentials held prior to the Temporary Assignment will not be retained, unless specifically required by the Temporary Assignment position.
  2. Leave of Absence
    - a. Length of assignment shall be thirty-one (31) days or more, not to exceed twelve (12) months.
    - b. The employee will have full authority and responsibility of the new position, must assume 100% of the higher-level duties, and will not continue to perform their current duties in addition to the new duties.
    - c. Compensation shall be at the first step of the range of the Temporary Assignment position or ten (10%) above the employee's current salary, whichever is higher, provided that the salary does not exceed step seven (7) of the higher class.

- d. Compensation for Temporary Assignment pay will be reported to CalPERS as special compensation if the employee is a Classic CalPERS Member. Employees enrolled in the 2% @ 62 formula are not eligible for Temporary Assignment Upgrade pay to be reported to CalPERS.
  - e. Employees on a Temporary Assignment in an exempt position will not be eligible to earn overtime.
  - f. Paid leave while on Temporary Assignment shall be paid at the Temporary Assignment pay rate.
  - g. Pay differentials held prior to the Temporary Assignment will not be retained, unless specifically required by the Temporary Assignment position.
- B. When granting a Temporary Assignment, Valley Water will make reasonable efforts to ensure such Temporary Assignment occurs on a fair and equitable basis and is reserved for qualified employees.
- C. Valley Water shall not use a Temporary Assignment as a means of permanently filling a position that requires a regular full-time employee.
- D. Time Served in the Temporary Assignment will be counted towards minimum qualifications for permanent appointment; however, time served does not automatically qualify the employee to be minimally qualified for the permanent appointment.
- E. Valley Water will notify the Union when making a Temporary Assignment into a position represented by the Union.

#### **Section 11. Temporary Assignment-Special Assignment Pay**

- A. An Appointing Authority may temporarily assign an employee to a higher-level classification for which they are qualified by education, training, or experience, and possess the required license(s) and/or certification(s) required by the assignment for the following
  - 1. Vacation/Sick Leave Coverage
    - a. Length of assignment shall be made for a minimum of five (5) consecutive eight (8) hours workdays, four (4) consecutive nine (9) hour workdays, four (4) consecutive ten (10) hour workdays, or three (3) consecutive twelve (12) hour workdays/shifts, not to exceed twelve (12) months.
    - b. The employee will not have full authority or responsibility for the new position and will continue to perform their current duties in addition to the new duties.
    - c. Compensation shall be at the first step of the salary range of the Temporary Assignment position or five percent (5%) above the employee's current salary, whichever is higher, provided that the salary does not exceed step seven (7) of the higher class. If the employee is acting for unclassified staff,

compensation shall be seven and one-half percent (7.5%) higher than the employee's current salary.

- d. Temporary Assignment pay earned is not reportable to CalPERS.
- e. Pay differentials held prior to the Temporary Assignment will be retained.
- f. Paid leave while on Temporary Assignment will be paid at the employee's regular rate of pay.
- g. If the employee's regular classification is eligible for overtime and the Temporary Assignment is for an exempt position, the employee will continue to be eligible to earn overtime.

## 2. Coverage for Staff on Temporary Assignment

- a. Length of assignment shall be thirty-one (31) days or more, not to exceed twelve (12) months.
- b. The employee may have full authority and responsibility for the new position and assume 100% of the higher-level duties, or may not assume 100% of the higher-level duties, and continue to perform their current duties in addition to the new duties.
- c. Compensation shall be at the first step of the salary range of the Temporary Assignment position or ten percent (10%) above the employee's current salary, whichever is higher, provided that the salary does not exceed step seven (7) of the higher class.
- d. Temporary Assignment pay earned is not reportable to CalPERS.
- e. Pay differentials held prior to the Temporary Assignment will not be retained, unless specifically required by the Temporary Assignment position.
- f. Paid leave while on Temporary Assignment will be paid at the Temporary Assignment pay rate.
- g. Employees on a Temporary Assignment in an exempt position will not be eligible to earn overtime.

## 3. Special Project

- a. Length of assignment shall be thirty-one (31) days or more, not to exceed twelve (12) months.
- b. The employee may have full authority and responsibility of the new position and assume 100% of the higher-level duties, or may not assume 100% of the higher-level duties, and continue to perform their current duties in addition to the new duties.

- c. Compensation shall be at the first step of the salary range of the Temporary Assignment position or ten percent (10%) above the employee's current salary, whichever is higher, provided that the salary does not exceed step seven (7) of the higher class.
  - d. Temporary Assignment pay earned is not reportable to CalPERS.
  - e. Pay differentials held prior to the Temporary Assignment will not be retained, unless specifically required by the Temporary Assignment position.
  - f. Paid leave while on Temporary Assignment will be paid at the Temporary Assignment pay rate.
  - g. Employees on a Temporary Assignment in an exempt position will not be eligible to earn overtime.
- B. When granting a Temporary Assignment, Valley Water will make reasonable efforts to ensure such Temporary Assignment occurs on a fair and equitable basis.
- C. No Temporary Assignment shall be made that would place the employee above their direct supervisor or manager.
- D. Time served in the Temporary Assignment will be counted towards minimum qualifications for permanent appointment; however, time served does not automatically qualify the employee to be minimally qualified for the permanent appointment.
- E. Temporary Assignments are limited to one level above in the unit's business area's hierarchical structure. If no qualified candidate, by either education, training, or experience is available within the unit's business area, the Appointing Authority shall assign an appropriate person. When assigning an appropriate person, the Appointing Authority shall consider attributes such as experience, related knowledge and abilities, past performance, and the employee's work and career plans.
- F. Valley Water will notify the Union when making a Temporary Assignment into classes represented by the Union.
- G. Nothing herein shall prohibit the training of an employee in work of a more advanced nature without additional compensation, if full duties are not substantially assumed.

## **Section 12. Organizational Performance Incentive**

The parties recognize the need to provide incentives to improve organizational performance with the goals of creating a more cost-conscious workforce; realizing savings, bringing increased focus on team and/or organizational rewards; and improving management of expenditures. Valley Water, at its sole discretion, may continue to offer such programs as the Recognition Awards Program and Service Awards.

## **ARTICLE 4. WORKWEEK/OVERTIME/COMPENSATORY TIME**

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### **Section 1. Workweek and Lunch Break**

- A. The workweek of unit personnel shall be regular recurring periods of 168 consecutive hours in the form of seven (7) consecutive 24-hour periods, as designated by Valley Water. Eighty (80) hours shall constitute a full pay period of work. The workday and the pay periods shall be designated by Valley Water. Work hours shall be as designated by Valley Water. Employees shall be notified of any change in work hours/days at least five (5) calendar days in advance, except in cases of emergency.
- B. Except as noted in paragraph C below, employees who work five (5) hours per day or more must take an unpaid lunch break of at least one-half (1/2) hour. This lunch break should be taken at or about midway through the workday.
- C. Due to the nature of their work, individuals in the Water Plant Operator series and the System Control Operators series agree to remain at their assigned work site during their work shift. These individuals are entitled to a 30-minute paid on-duty lunch break during their work shift.
- D. Employees in exempt classes are considered exempt professionals and, as such, are not required to be compensated for overtime work. Commensurate with the exempt class, employees may be required to work outside of their work schedule and may in consultation with their supervisor, adjust their daily work schedule as they deem appropriate in order to meet the responsibilities of the assigned position.

### **Section 2. Work Schedules**

- A. Valley Water recognizes the importance of work-life balance for employees, in accordance with Valley Water Values Statement.
- B. Work schedules include the 8-9-8 and 5-8 schedules. Upon the recommendation of the Unit Manager and with the approval of the CEO or designee, other alternative work schedules (e.g., 4-10) may be established. Prior to establishing any new schedule, Valley Water shall provide notice to the Union and afford the opportunity to meet and confer.
- C. An employee's work hours shall be as designated by Valley Water. Employees shall be notified of any temporary change in designated work hours/days at least five (5) calendar days in advance, except in cases of emergency.
- D. The manager may change the regular work schedule of an employee with thirty (30) calendar days' notice. Decisions to change a work schedule or the denial of a request by an employee to change their schedule shall be based on business needs.
- E. Employees accrue vacation, sick, and personal leaves according to hours of service. When a holiday falls on an employee's workday, the employee is given holiday pay for the number of hours regularly scheduled in that shift, not to exceed nine (9) hours (or 12 hours for assigned continuous facility operation employees only). When the holiday

falls on an employee's scheduled day off, eight (8) hours shall be added to the employee's vacation balance. Employees will be charged for time off based on the number of hours in the workday missed.

### **Section 3. Overtime/Compensatory Time**

- A. An employee must obtain the supervisor's approval prior to working overtime. In exceptional or emergency circumstances, where overtime is required, and there is no opportunity to obtain supervisory authorization, an employee must report the hours worked, purpose, and circumstances to the supervisor during the employee's next scheduled shift.
- B. Overtime is defined as hours worked in excess of 40 hours in a work week or hours worked in excess of those regularly scheduled in a full-time shift, excluding authorized meal periods. Part-time employees will be paid overtime for hours worked in excess of 40 hours in a work week, or hours worked in excess of their regularly scheduled shift or 8 hours in a day, whichever is greater. Except as noted in paragraphs C, D, and E below, overtime compensation shall be at one and one-half (1½) of the employee's regular hourly rate of pay, including hourly premium and bonus wages.
- C. Employees may request and earn compensatory time off in lieu of paid time. Compensatory time shall be accumulated at the rate of one and one-half (1½) hours accumulation for each hour worked, not to exceed a total accumulation of eighty (80) hours of compensatory time. Accumulated compensatory overtime is to be taken under the same terms and conditions as vacation.
- D. Overtime/compensatory time payment shall be as defined above except that continuous overtime worked more than eight (8) hours shall be compensated at two (2) times the regular hourly rate of pay and continuous overtime worked more than sixteen (16) hours shall be compensated at two and one-half (2½) times the regular rate.
- E. An employee who is required to work overtime on Sundays or on a Valley Water holiday will be paid at the rate of two (2) times the regular hourly rate.

### **Section 4. Overtime Meal Breaks**

- A. In addition to regular scheduled breaks, employees will be provided a one-half (½) hour unpaid meal break after eleven (11) continuous hours of work.
- B. After sixteen (16) continuous hours worked, a paid one (1) hour meal break will be provided. After 21 consecutive hours of work, an additional one-half (½) hour paid meal break will be provided.
- C. The break is earned at the completion of the 16th and 21st continuous hours worked.

### **Section 5. Overtime Meal Allowances**

- A. Employees earn a meal allowance in accordance with paragraph B below, after completion of three (3) hours of overtime, when such overtime is contiguous with a full day's work. Employees also earn a meal allowance after completing eight (8) hours of

continuous overtime, and an additional allowance will be earned after completing every four (4) hours of continuous overtime thereafter.

- B. Allowances for meals are determined by when the meal is earned and are limited as follows:
  - 1. A meal allowance earned between the hours of 12:01 a.m. and 8:00 a.m. shall be paid at the U.S. General Services Administration rate for breakfast.
  - 2. A meal allowance earned between the hours of 8:01 a.m. and 4:00 p.m. shall be paid at the U.S. General Services Administration rate for lunch.
  - 3. A meal allowance earned between the hours of 4:01 p.m. and 12 midnight shall be paid at the U.S. General Services Administration rate for dinner.
- C. Employees are not eligible for an overtime meal allowance if Valley Water provides a meal consistent with the employee's reasonable dietary needs and within reasonable proximity to the time at which the allowance or break would be earned.
- D. Employees shall be reimbursed for actual meal expenses incurred while traveling on Valley Water business in accordance with and subject to the limitations of Valley Water procedures for travel reimbursements.

#### **Section 6. Rest Period**

- A. One (1) paid twenty (20) minute rest break with pay shall be provided to an employee for each four (4) hour period that the employee is required to work during the workday. For full-time employees, the first twenty (20) minute rest break must be taken during the first half of the workday, and the second twenty (20) minute rest break must be taken during the second half of the workday. Supervisors are responsible for scheduling rest periods. It is recognized that many positions have assignments that require full-shift coverage, which would prevent the employee from actually leaving their post. In those cases, it is recognized that the employee can "rest" while physically remaining at their duty post.
- B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

#### **Section 7. Fatigue Time**

- A. If an employee works four (4) or more continuous hours of overtime with less than a nine (9) hour rest period before their next regular scheduled work shift, they shall receive fatigue time subject to the provisions of this section. The purpose of fatigue time is to allow an employee a nine (9) hour rest period before requiring them back to work. The employee will not lose the regular work pay they would otherwise be entitled to. A maximum of nine (9) hours of fatigue time is allowed.
  - 1. **EXAMPLE:** An employee whose normal start time is 8 a.m. works four (4) hours of continuous overtime from 10 p.m. until 2 a.m. Since there are only six (6) hours between the end of the overtime worked and the start of the normal shift, the employee is eligible for three (3) hours of fatigue

time. The employee may arrive at work at 11:00 a.m. and can code the three (3) hours missed (8:00 a.m. – 11:00 a.m.) to fatigue time and receive the normal full day's pay.

- B. Employees requesting fatigue time are responsible for providing advanced notification to their supervisor or the person in charge that they will be utilizing fatigue time.
- C. Employees are not eligible for fatigue time if the overtime work begins within four (4) hours of their next regularly scheduled shift.

#### **Section 8. Flextime**

- A. To efficiently carry out Valley Water work and serve the public, managers will establish designated start and end times for their areas of oversight.
- B. Employees are expected to report to work at their designated starting time. On occasions when an employee is unable to report to work on time due to commute difficulties, unanticipated responsibilities, or family care issues, the employee may have up to a fifteen (15) minute grace period, provided it does not affect the necessary work and responsibility of Valley Water. This grace period is not to be exercised on an ongoing basis but is intended for unexpected difficulties. An employee who reports to work late must make up the time by working a corresponding number of minutes at the end of the regularly scheduled shift.
- C. Employees may request flexible time up to two (2) hours before or after the designated start and end times. Flextime may be approved, unless, in the sole discretion of Valley Water, it would significantly impact the necessary work and/or public responsibility of Valley Water.
- D. Each non-exempt employee must complete their full scheduled number of hours required per day. Lunch and/or break times may not be used to complete the number of hours in a shift.

## **ARTICLE 5. BENEFIT PROGRAMS**

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### **Section 1. Maintenance of Benefits**

Benefit plans currently in effect will continue during the term of this MOU unless (1) a benefit plan is canceled by the Plan/Insurer, or (2) a benefit plan is added, deleted, or amended by Valley Water and after consultation with the Union. Valley Water will notify all employees and the Unions of any changes, including, but not limited to, any amendment, deletion, or cancellation of a benefit plan, no later than ten (10) working days prior to the effective date of such amendment, deletion, or cancellation.

### **Section 2. Medical**

- A. Valley Water agrees to continue medical coverage at the level provided in this MOU. Effective April 1, 2024, Employees will pay zero percent (0%) and Valley Water will pay one hundred percent (100%) of the cost of the premium. Coverage will be for all employees and their dependents including domestic partners.
- B. Valley Water agrees to provide all regular Valley Water employees with medical coverage. Valley Water employees may only receive coverage under one plan; either as single coverage or family coverage, either as the primary beneficiary or as a dependent under the plan of a spouse or domestic partner who is a regular Valley Water employee. Also, an employee's eligible dependents will only be covered under one employee's medical plan.
- C. Effective April 1, 2018 the following plan design changes will be implemented:
  - 1. Co-pay for office visits for Kaiser plan will be \$10.00.
  - 2. Co-pay for office visits for Blue Shield HMO plan will be \$10.00.
  - 3. Prescription coverage for the Kaiser plan will be \$10.00 generic; \$15.00 name brand; \$30.00 non-formulary; 30-day supply for retail; 90-day supply for mail order with two co-payments.
  - 4. Emergency room services for all plans will be \$100.00 per visit in addition to any applicable calendar year deductible. Co-pay will be waived if hospitalized.
- D. Effective April 1, 2019, the following plan design changes will be implemented:
  - 1. Calendar year deductibles for the Blue Shield PPO plan will be \$250.00 per person/maximum \$500.00 per family.
  - 2. Out-of-pocket limits for all plans will be \$2,000.00 per person/maximum \$4,000.00 per family.
- E. A current Valley Water employee who chooses to be covered as a dependent under another current Valley Water employee's plan rather than opting for coverage as a

primary beneficiary will receive an in lieu payment equivalent to fifty percent (50%) of the cost of the least expensive single coverage plan, which is taxable income.

1. Such Valley Water employees are eligible to enroll in any plan in the event one spouse or partner leaves Valley Water, or a change in their marital/partnership status occurs.
- F. Retirees ineligible for Medicare will be offered the same plans as current employees. Retirees eligible for Medicare (i.e., 65+ years) will be offered plans compatible with Medicare with benefits and cost equivalent to current employees.
- G. Effective the first full pay period in January 2027, and each year thereafter, current Valley Water employees, that for the applicable calendar year demonstrate coverage by other Affordable Care Act compliant group health insurance, may waive Valley Water medical coverage (i.e., opt out) and receive a cash payment each pay period equivalent to fifty percent (50%) of the cost of the least expensive single coverage plan offered to Valley Water employees. Such cash payments are taxable income. Employees must demonstrate this qualifying coverage each year by completing a benefits waiver form. Such Valley Water employees are eligible to enroll in any plan in the event they are no longer eligible to remain on the group health insurance relied upon to opt out of Valley Water medical coverage.
- H. Employees who waive Valley Water medical coverage consistent with Section 2.E or 2.G above shall have the opportunity each year in open enrollment to choose whether to opt out of or enroll in Valley Water medical coverage for the following calendar year.

### **Section 3. Vision Care**

Valley Water agrees to continue the Vision Service Plan vision care coverage for employees and dependents enrolled in the Blue Shield medical plan, and pay the premium thereof, including any increases in the cost of premiums which may occur during the term of this MOU. Employees enrolled in the Kaiser medical plan will receive vision care coverage as part of their medical plan, subject to premium sharing pursuant to Section 2-A above.

### **Section 4. Dental**

- A. Valley Water agrees to continue the Delta Dental Plan of California dental coverage for employees and dependents and pay the premium thereof, including any increases in the cost of premiums which may occur during the term of this MOU.
- B. The benefits of Valley Water–paid Delta Dental Service Plan will have the basic dental coverage benefit of \$2,000 per each eligible employee and each dependent per year, and the lifetime orthodontic benefit of \$1,500 per each eligible employee and each dependent.

### **Section 5. Life Insurance**

Valley Water agrees to provide life insurance equal to an employee's annual salary up to a maximum benefit of \$100,000. This policy includes Accidental Death and

Dismemberment (AD&D) coverage for the employee. Additional life insurance at the employee's cost will be available at group rates of 1x, 2x, 3x, or 4x the annual salary up to a maximum benefit of \$500,000.

## **Section 6. Disability Insurance**

- A. Valley Water provides basic Short-Term Disability (STD) and Long-Term Disability (LTD) insurance, which provides a benefit of 66 2/3% up to the first \$9,000 in monthly base pay. For STD, benefits start after the 14-day elimination period and are paid on a weekly basis. If necessary, STD may transition into LTD after 180 days of disability and then be paid on a monthly basis.
- B. Employees who have a gross salary of more than \$9,000 per month are eligible to purchase supplemental STD/LTD coverage up to a maximum of \$18,000 in monthly salary.
- C. Employees may use their sick leave during the waiting period and to supplement disability payments.

## **Section 7. Personal Accidental Death and Dismemberment**

Valley Water agrees to make AD&D group insurance available to employees at no cost to Valley Water.

## **Section 8. Part-Time Classified Benefits**

- A. Regular Valley Water employees who have received management approval to work a reduced work week or part-time schedule and who work a minimum of 40 hours per pay period and participate in the Public Employees Retirement System are entitled to receive the following benefits on the same terms as full-time regular Valley Water employees: medical, vision care, dental, life insurance, and disability insurance. They may also participate in any classified employee benefit program wholly funded through employee contributions for which they are eligible under the terms of the agreement with the provider (i.e., optional Personal AD&D Insurance).

## **Section 9. Dependent Care Assistance Program**

Valley Water agrees to continue the Dependent Assistance Program as provided by the Internal Revenue Code Section 129. The said program provides that a limited value of child and dependent care costs provided under an employer's non-discriminatory plan is not included in an employee's gross income for income tax purposes.

## **Section 10. Health Care Reimbursement Program**

Valley Water agrees to continue the Health Care Reimbursement Program as provided by the Internal Revenue Code (IRC) 125. In accordance with the Program, a limited value of un-reimbursed medical costs provided under an employer's non-discriminatory plan is not included in an employee's gross income for income tax purposes.

### **Section 11. Employee Assistance Program**

Valley Water will continue the Employee Assistance Program, providing employees access to confidential assistance in solving personal problems. Such program will be operated primarily by personnel outside of Valley Water. Maintenance of confidentiality and anonymity will be considered a primary goal of the program.

### **Section 12. Benefits Guide**

Valley Water's Benefits Guide, describing the employee benefit plans, will be made available to employees.

### **Section 13. Benefits Collaboration**

Valley Water will continue a dialogue with the Union to control costs and optimize the value of the employee benefits programs and to facilitate the approval of meet and confer items related to those programs.

## ARTICLE 6. PENSION BENEFITS

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### Section 1. PERS Pension

- A. Valley Water will continue to participate in the Public Employees' Retirement System (PERS) with benefits as currently provided at the 2.5% @ 55 Formula Benefit Level for employees hired prior to March 19, 2012. Employees hired March 19, 2012 or thereafter, will participate in the Public Employees' Retirement System (PERS) with benefits provided in the contract with PERS at the 2% @ 60 formula Benefit Level. Employees hired January 1, 2013 or thereafter who qualify as new members will be placed in the PEPRP PERS formula of 2.0% @ 62 (2.5% @ 67). All pension benefits are subject to the provisions of the contract with PERS, as amended from time to time, the terms of which are incorporated by reference as if fully set forth herein.
  
- B. Employees participating in the PERS 2.5% @ 55 formula and the PERS 2.0% @ 60 formula (Classic) will pay 11% towards their pension benefits, which includes the employee's required contribution as well as an additional amount 3.0% for PERS 2.5% @ 55 formula and 4.0% for PERS 2.0% @ 60 formula) towards the employer's contribution. These deductions will be pre-tax to the extent allowable by law.
  - 1. Employees participating in the PERS 2.5% @ 55 formula and the PERS 2.0% @ 60 formula (Classic) will pay 11% towards their pension benefits, which includes the employee's required contribution as well as an additional amount 3.0% for PERS 2.5% @ 55 formula and 4.0% for PERS 2.0% @ 60 formula towards the employer's contribution. These deductions will be pre-tax to the extent allowable by law.
  
  - 2. Effective the first full pay period in July of 2022, employees participating in the PERS 2.5% @ 55 formula will contribute only the 8.0% employee contribution rate and will no longer contribute any additional amount toward the employer contribution. Effective the first full pay period in July 2022, employees participating in the PERS 2.0% @ 60 formula will contribute only the 7.0% employee contribution rate and will no longer contribute any additional amount toward the employer contribution. These deductions will be pre-tax to the extent allowed by law.
  
  - 3. Effective Pay Period 14 Year 2024, existing employees participating in the 2.0% @ 60 formula will be required to make an irrevocable election within thirty (30) calendar days to receive either: (a) Valley Water payment of the 7.0% employee contribution toward their pension benefit, or (b) Subject to any applicable IRS limitations, Valley Water contribution of 7.0% of the employee's salary towards the employee's Valley Water 401(a) Defined Match Program account. New employees participating in the 2.0% @ 60 formula will initially receive option (a) and will be required to make the irrevocable election within 30 calendar days of date of hire. Valley Water shall develop the forms and procedure for making the irrevocable election. Employees who fail to make the irrevocable election by the relevant deadlines shall be defaulted to option (a). Employees who select option (b) but have failed to create a Valley Water 401(a) account shall be defaulted to option (a). Employees who select option (b) but will reach the IRS limit for 401(a) contributions before their final paycheck in any given year will be

permanently switched to option (a). Defaulted selections shall be permanent and may not thereafter be changed by employees. The irrevocable election or default selection shall be implemented as soon as administratively possible, and the provisions of section (8)(2) above shall remain in effect until that time. The payment under (a) and the contributions under (b) shall be made each pay period following implementation. Union agrees that this provision 8(3) shall become null and void without further notice upon the effective date of any contract amendment between CalPERS and Valley Water which allows employees currently under the 2.0% @ 60 formula to participate under the 2.5% @ 55 (Classic) formula prospectively, and Union hereby agrees to any such future amendment.

- C. Effective the first full pay period in July of 2022, employees participating in the PERS 2.5% @ 55 formula will contribute only the 8.0% employee contribution rate and will no longer contribute any additional amount toward the employer contribution. Effective the first full pay period in July of 2022, employees participating in the PERS 2.0% @ 60 formula will contribute only the 7.0% employee contribution rate and will no longer contribute any additional amount toward the employer contribution. These deductions will be pre-tax to the extent allowed by law.
- D. Employees participating in the formula of 2.0% @ 62 (2.5% @ 67) (PEPRA) will pay 50% of the total normal cost as determined by CalPERS plus an additional 2.0% toward their pension benefits. Effective the first full pay period in July of 2022, employees participating in the 2.0% @ 62 (2.5% @ 67) will only be required to pay 50% of the total normal cost as determined by CalPERS toward their pension benefits. These deductions will be pre-tax to the extent allowable by law.
- E. Valley Water will continue to include an option in the retirement contract that allows retirement credit for military service under the terms and conditions as specified by PERS.
- F. The PERS Retirement Plan will include Post Retirement Survivor Continuance and Retirement Credit for Unused sick leave for the 2.5% @ 55 plan.
- G. The employee survivor benefits will be Level 4 as specified in the 1959 Survivor Benefits Report of the California Public Employees Retirement System for the 2.5% @ 55 plan.
- H. The PERS Retirement Plan Final Compensation will be calculated by using the average monthly rate over the highest consecutive 12-month period for the 2.5% @ 55 plan. The PERS Retirement Plan Final Compensation for the 2% @ 60 plan will be calculated by using the average monthly rate over the highest consecutive thirty-six (36) month period. The PERS Retirement Plan Final Compensation for the PEPRA PERS plan of 2.0% @ 62 (2.5% @ 67) will be calculated by using the average monthly rate over the highest consecutive thirty-six (36) month period.
- I. Valley Water will continue implementing the provisions of Internal Revenue Code 4140(h) (2), which allows the employee's salary to be reduced by the amount of the employee's retirement contribution only for the purposes of computing Federal and State income tax. The employee PERS contribution will be taken against the actual base salary prior to reduction for taxation purposes.

## **Section 2. Retiree Health Benefits**

- A. This section does not apply to those Valley Water employees who retired from Valley Water prior to July 1, 1988.
- B. Eligibility requirements for retiree medical coverage are as follows:
  - 1. Eligible retirees hired prior to March 1, 2007:
    - a. Eligible retirees with a minimum of ten (10) years (20,800 hours) of continuous Valley Water service will receive medical coverage.
    - b. Eligible retirees with a minimum of fifteen (15) years (31,200 hours) of continuous Valley Water service will receive medical coverage for the employee plus one eligible dependent.
  - 2. Eligible retirees hired on or after March 1, 2007:
    - a. Eligible retirees with fifteen (15) years (31,200 hours) of continuous service will receive medical coverage.
    - b. Eligible retirees with twenty (20) years (41,600 hours) or more years of continuous service will receive medical coverage for the employee plus one eligible dependent.
  - 3. Eligible retirees – service credit for prior public agency employment:
    - a. For purposes of satisfying the continuous Valley Water service requirement in Section 2(B)(1) or (2) above, Valley Water employees employed or hired during any portion of the term of this Memorandum of Understanding shall be credited for any prior employment at the State of California or any political subdivision thereof, including any city, county, or special district.
    - b. This provision shall not apply retroactively to former Valley Water employees who left Valley Water employment prior to the effective date of this Memorandum of Understanding.
    - c. To be eligible for the Service Credit, employees shall have a minimum of five (5) years (10,400 hours) of actual and continuous employment at Valley Water prior to the date of retirement with CalPERS. For employees hired during the term of this Memorandum of Understanding, completion of the aforementioned five-year (10,400 hours) requirement following expiration of

this Memorandum of Understanding shall be sufficient to trigger the survival clause in subsection (e) below.

- d. Eligibility for the service credit under this subsection is further conditioned upon employees' full cooperation with Valley Water in any reasonable efforts to obtain records or other proof of employees' prior public agency service.
  - e. Service credit awarded during the term of this Memorandum of Understanding pursuant to this Section 2(B)(3) shall survive expiration of this Memorandum of Understanding. However, nothing in this Section 2(B)(3) is intended to create any other duties or obligations of Valley Water for future employees hired after the expiration of this Memorandum of Understanding.
- C. A retired employee has the option to continue coverage for additional eligible dependents by paying the premium to Valley Water.
  - D. Retirees who live outside the Kaiser service area will not be permitted to enroll in the Kaiser plan.
  - E. Valley Water will include this assumption in conducting an actuarial analysis to estimate the impact on reducing the unfunded liability.
  - F. During periods when an eligible retiree has medical coverage from another employer, that coverage will be primary, and Valley Water's coverage will become secondary.
  - G. Upon the retiree's death, Valley Water will continue medical coverage for the retiree's surviving eligible dependent. Valley Water—paid continuation of a second eligible dependent will cease upon the retiree's death.
  - H. Any other surviving eligible dependents that were on the plan at the time of the retiree's death have the option to continue coverage by paying the premium to Valley Water. New or additional dependents cannot be added after the retiree's death.
    - 1. An eligible Valley Water retiree is defined as:
      - a. An employee who retired from Valley Water on and after July 1, 1988, and is eligible for California Public Employees' Retirement System (CalPERS) service retirement (age fifty (50) or over with a minimum of five (5) years of CalPERS service credit); and
      - b. Subject to section 2(B)(3) above, an employee with a minimum of ten (10) years (20,800 hours) of continuous Valley Water service; or
      - c. An employee with a minimum of five (5) years (10,400 hours) of continuous Valley Water service who is eligible for CalPERS disability retirement.
  - I. It is understood that by entering this MOU, neither party waives any legal rights, including the Union's or an employee's right to assert that retiree health benefits are vested, or what the vested benefit constitutes, as to employees working or who retired at any point between December 30, 2006, and December 31, 2011.

- J. Retirees ineligible for Medicare will be offered the same plans as current employees. Retirees eligible for Medicare (i.e., 65+ years) will be offered a plan compatible with Medicare with benefits and costs equivalent to current employees. Except as noted below, retiree premium sharing will be based on the premium-sharing percentage required of active employees using the same premium amounts that apply to the medical plans for active employees, or retiree rates, whichever is less. Retiree premium sharing shall not apply to employees hired by Valley Water prior to December 30, 2006.

### **Section 3. Medicare Enrollment**

- A. As of August 1, 2007, all current retirees not yet 65 years of age and Medicare eligible, and all future retirees who are Medicare eligible, must enroll in Medicare when they reach the eligibility date for Medicare (presently at age 65). Their Medicare-eligible dependents enrolled in Valley Water's health plan must also enroll in Medicare upon their eligibility date. Failure to enroll in Medicare Part B will result in termination of retiree medical benefits. Valley Water will reimburse the ongoing Medicare Part B cost incurred by the retiree and/or dependent. The method of reimbursement shall be developed by Valley Water, but reimbursements shall be made no less frequently than quarterly. Valley Water will also include this assumption in conducting its actuarial analysis to estimate the impact of reducing the unfunded liability.

### **Section 4. Deferred Compensation**

- A. Valley Water agrees to continue to make available reasonable deferred compensation programs.
- B. The Union will have the right to representation on Valley Water's deferred compensation committee.
- C. Valley Water agrees to match up to the first three thousand one hundred dollars (\$3,100), contributed in a calendar year by an employee to a Valley Water approved deferred compensation plan. Match payments will be contributed to the employee's 401(a) account.
- D. The current maximum deferred compensation amounts for the 401(a) plan and the 457(b) plan shall be the maximum amount allowable by IRS limits. Both plans are subject to change per IRS rules. Valley Water will provide employees with this information annually.

## ARTICLE 7. PAID LEAVES

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### Section 1. Holidays

A. Employees will have the following paid holidays:

| Holiday                            | Observed                                          |
|------------------------------------|---------------------------------------------------|
| New Year's Day                     | January 1                                         |
| Martin Luther King, Jr.'s Birthday | Third Monday in January                           |
| Lunar New Year                     | The second new moon following the winter solstice |
| Presidents' Day                    | Third Monday in February                          |
| Farmworkers Day                    | March 31                                          |
| Memorial Day                       | Last Monday in May                                |
| Juneteenth                         | June 19                                           |
| Independence Day                   | July 4                                            |
| Labor Day                          | First Monday in September                         |
| Indigenous Peoples' Day            | Second Monday in October                          |
| Veterans Day                       | November 11                                       |
| Thanksgiving Day                   | Fourth Thursday in November                       |
| Day after Thanksgiving             | The Friday after Thanksgiving                     |
| Christmas Day                      | December 25                                       |

- B. In addition to section 1A above, any day, subject to prior approval by Valley Water Board of Directors, appointed by the President of the United States or the Governor of California for a public fast, Thanksgiving, or holiday.
- C. Holidays falling on a Saturday are observed on the preceding Friday. Holidays falling on a Sunday are observed on the following Monday. Holidays falling during paid leave, such as vacation or sick leave, shall not be deducted from the accumulated leave time. Holidays falling on an employee's scheduled day off shall be added to the employee's vacation balance.
- D. Continuous operations shift employees who work on a Saturday or Sunday on which a holiday would normally fall, will be paid at the holiday rate. The Friday preceding or Monday following shall not be considered a holiday for continuous operations shift employees.
- E. A continuous shift operator who works four (4) hours or less on a shift falling on a holiday shall be compensated by adding eight (8) hours to their accumulated vacation leave balance instead of holiday pay.
- F. When work is required on a holiday, such time shall be compensated at the rate of two (2) times the regular rate of pay, including premium pay for shift differential, or any other pay differentials, plus the regular holiday pay to which the employee is entitled.
- G. An employee on a leave without pay status immediately preceding and following the holiday will not be eligible to be compensated for the holiday.

- H. When the holiday falls on an employee's regular day off, the employee will have eight (8) hours of vacation added to their vacation balance. Regardless of the employee's scheduled work hours for that regular day off (i.e., 9 hours or 10 hours), only eight (8) hours of vacation are added to the existing vacation balance.

## **Section 2. Absence Notification**

- A. Employees must obtain advance approval for use of vacation, personal leave, compensatory time off, or sick leave for cases other than an unanticipated disabling illness or injury or for the need to care for a family member who becomes ill or injured.
- B. In circumstances where it is not possible to anticipate an absence and secure prior approval, the employee should notify their supervisor in a timely manner to report the absence. In most circumstances, the notification should be made within one (1) hour of the scheduled starting time. Non-emergency medical appointments, sick leave, vacation, compensatory time off, and personal leave are to be scheduled and approved sufficiently in advance to minimize their impact on unit operations.
- C. Valley Water shall not require an employee to give a reason as a condition for approving the use of vacation, compensatory time, sick leave, or personal leave provided prior approval is requested.
- D. Any unauthorized absence by an employee shall be deemed to be absent without pay, and there will be grounds for disciplinary action by the appointing authority. Any employee who is absent for three (3) consecutive days or more without authorized leave shall be deemed to have resigned.

## **Section 3. Vacation**

| <b>Years of Service</b>      | <b>Rate of Annual Accumulation</b> |
|------------------------------|------------------------------------|
| Through 1st year             | 80 hours/year                      |
| Beginning with the 2nd year  | 96 hours/year                      |
| Beginning with the 5th year  | 128 hours/year                     |
| Beginning with the 10th year | 144 hours/year                     |
| Beginning with the 15th year | 168 hours/year                     |
| Beginning with the 20th year | 176 hours/year                     |

- A. Vacation may be accumulated not to exceed three (3) times the annual entitlement, except when the employee:
1. Is absent on full salary due to a work-related injury or illness; or
  2. Is earning vacation while using sick leave due to an illness or injury; or
  3. Is unable to take a vacation because they, as an employee of Valley Water are responding to extreme emergencies such as fire, flood, or similar disaster.
- B. The monetary value of accumulated vacation time will be paid to an employee whose employment is terminated with Valley Water. In the event of termination due to death, the value of accumulated vacation time will be paid to an employee's beneficiary.

- C. Whenever operationally practical, vacations will be scheduled for the time requested by the employee. To avoid undue disruption of work activities or to minimize conflicts with other employees' vacations, the manager may impose seasonal or other restrictions on vacation use.
- D. Supervisors may prepare a schedule of available vacation periods for each class in their organizational unit in relation to the estimated workload. Each employee shall indicate, by order of preference, the vacation period desired. Supervisors shall review vacation requests and resolve any conflicts in favor of the employee with the most Valley Water seniority, provided, however, if an employee requests their vacation be taken in two or more non-continuous vacation periods, such employee may exercise their seniority only for the first period of vacation.
- E. An employee on vacation who becomes ill may request a conversion of vacation time used while ill to sick leave if such illness is supported by a written statement from a medical provider or if the employee was hospitalized for the illness or injury.
- F. If an employee's requested vacation must be denied or cancelled due to operational reasons, and for that reason the employee reaches the vacation accrual maximum, an exception of time will be granted before the vacation accrual maximum is enforced.

#### **Section 4. Vacation Cash Out**

- A. An employee may cash out their accrued vacation hours, not to exceed 80 hours or the number of hours equal to 100% of their vacation annual accrual rate, whichever is greater. The cash-out timelines must comply with Valley Water policy. The MOU is the superseding document concerning the hours and percentage of cash out.

#### **Section 5. Personal Leave**

- A. Effective the first pay period of each fiscal year, employees in active status shall be credited with twenty-seven (27) hours of personal leave. Employees beginning Valley Water employment or returning from unpaid leave after that date shall have a prorated amount of personal leave credited to them, computed on a twenty-six (26) pay period basis.
- B. Personal leave must be approved for use in advance by the employee's supervisor.
- C. Personal leave shall not be accumulated from one (1) year to the next. Any personal leave remaining to the employee's credit at the end of the pay period prior to that pay period when the next year's personal leave is credited shall be lost.

#### **Section 6. Sick Leave**

- A. Sick leave with pay will be accrued at the rate of 3.693 hours per pay period (96 hours/year). Unused sick leave may be accumulated without limit. Valley Water may require substantiation of any sick leave when the employee has a demonstrable pattern of sick leave abuse or when the supervisor has good reason to believe the absence was for an unauthorized reason. Sick leave for three (3) consecutive shifts must be

substantiated to Valley Water with a note from an accredited attending physician or medical provider. Eligible uses of sick leave are:

1. The employee's illness or injury.
  2. Medical or dental appointments for employees.
  3. Providing care for a spouse, domestic partner, child, parent, or other legal dependent of the employee pursuant to Valley Water's Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) Policy (such care could include medical or dental appointments).
  4. Extending the term of an employee's bereavement leave for up to 10 consecutive working days per Section 9 of Article 7.
  5. For bereavement leave in the event of the death of an employee's cousin, niece, nephew, aunt or uncle, an employee may use up to three (3) working days of sick leave.
- B. Upon the death of the employee, any sick leave balance will be paid at 100% of cash value.
- C. An employee on vacation who becomes ill may request a conversion of vacation time to sick leave if the illness is supported by a statement from an accredited physician or if such employee is hospitalized for any period due to accident or illness
- D. Upon retirement from Valley Water, there are three options for payout/conversion of sick leave balances, provided that the employee has filed for a CalPERS Retirement.
1. Option 1: Cash out up to 480 hours of sick leave at fifty percent (50%). If applicable, the remaining balance is converted to CalPERS for additional service credit.
  2. Option 2: Convert all hours to CalPERS for additional service credit (e.g., balance is 600 hours, which equates to an additional 75 days of CalPERS service time).
  3. Option 3: Convert up to 480 hours of sick leave at fifty percent (50%) to Deferred Compensation. If applicable, the remaining balance is converted to CalPERS for additional service credit.
- E. Upon resignation with ten or more years of service, or upon separation by layoff, regardless of service, up to 480 hours of accrued sick leave shall be paid off at the rate of twenty-five percent (25%) of the cash value.
- F. Other than as provided in paragraphs D and E above, all rights to sick leave shall be cancelled upon separation, provided, however, that:

1. If an employee resigns and is not entitled to a sick leave payoff and is reinstated or re-employed within one (1) year from the date of resignation, the employee shall have their former sick leave balances restored.
2. Employees receiving a sick leave payoff shall, if reinstated or employed within six (6) months, be required to repay the full amount of the sick leave payoff received and have their former sick leave balances restored. A written agreement for repayment in full must be made before reinstatement or re-employment.

## **Section 7. Sick Leave Conservation Program**

- A. The Union and Valley Water, in an effort to provide employees with an incentive to conserve sick leave, have agreed to the following:

### **1. Payoff Provision**

- a. At the end of Pay Period No. 26 of each year, all employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) hours (exclusive of non-deductible bereavement leave) of sick leave during the preceding twelve (12) month period may convert up to twenty-four (24) additional hours of accumulated sick leave in eight (8) hour increments, to cash equal to the number of sick leave hours converted, multiplied by the employee's normal hourly rate. Employees in a part-time status or on leave of absence during the eligibility period will have their hours prorated.
- b. In the alternative to Paragraph 1.a above, and beginning with the 2026 election period, at the end of Pay Period No. 24 of each year, all employees with a minimum of one (1) year of service who meet the eligibility requirements of the Sick Leave Conservation Program may elect to convert up to twenty-four (24) hours of accumulated sick leave to vacation hours for use during the annual holiday closure, beginning with the closure starting in December 2027. Employees in a part-time status or on a leave of absence during the eligibility period will have the converted hours pro-rated.
- c. The employee must have been in paid status for the full twelve (12) month period.
- d. Any sick leave used for bereavement purposes shall not be charged against the employee's sick leave conservation hours.
- e. Payment under paragraph 1.a. above shall be made in Pay Period 06, following the eligibility period.

## **Section 8. Sick Leave Donation Program**

### **A. Donor**

1. An employee shall be allowed to donate their sick leave to other employees in accordance with Valley Water Policy.

2. Sick leave donations will be on an “hour-for-hour” basis.
3. The number of sick leave hours donated by an employee will not be considered when determining the employee’s eligibility for cashing out sick leave under Valley Water’s Sick Leave Conservation Program.

**B. Recipient**

1. Must exhaust all accrued sick leave, personal leave, compensatory time, and reduce vacation leave to forty (40) or fewer hours before donated time may be used.
2. Must be on an approved medical leave of absence lasting more than twenty-five (25) calendar days or be on an approved Parental Leave under Article 8 Section 4 lasting more than twenty-five (25) calendar days.
3. No lifetime max on the number of donated hours that an employee can receive.
4. Employees on medical leave of absence who have received vacation/sick donation hours will not be considered in an unpaid status until complete exhaustion of their accrued time and all donated hours.

**C. Recipients on New Hire Probation**

1. Subsection C will apply to Recipients who have been recently hired by Valley Water and are still on probation. It shall not apply to regular, non-probationary employees.
2. Recipient conditions in subsection B above apply except B 2 requiring an approved medical leave of absence lasting more than twenty-five (25) calendar days.
3. A new hire who faces a catastrophic circumstance during the initial probation will be eligible for donated time.
4. For purposes of this subsection C, "Catastrophic circumstances" means the death or sudden, unexpected, and serious injury or illness of an immediate family member (for this purpose defined as: spouse, partner, children, or parent).
5. Employee can request up to four (4) weeks of donated time (sick and vacation). The amount of time must be approved by the employee's direct manager before the request is made. Donated hours above the request will be returned to the donors.

**Section 9. Bereavement Leave**

- A. In the event of death in an employee’s immediate family (e.g., parent (including in-law), grandparent, spouse, child (including grandchild), sibling (including in-law), or other permanent member of the employee’s immediate household or any person sharing a comparable relationship resulting from marriage or a domestic partner relationship), the employee shall be eligible for bereavement leave up to five (5) days pursuant to

Assembly Bill 1949, California Bereavement Leave (AB1949). The employee shall be granted paid bereavement leave not to exceed four (4) days. Additional time may be charged to sick leave for a total leave (i.e. bereavement plus sick leave), not to exceed ten (10) consecutive working days. If the employee does not have sick leave available to use to cover any additional time off, the employee may charge any additional leave to leave without pay. The non-working days are not charged to any leave

## **Section 10. Jury/Witness Leave**

- A. Any employee who is subpoenaed as a witness is entitled to their regular pay while serving as a subpoenaed witness, provided that any fees the employee receives for being a witness are deposited into Valley Water funds. Such leave will be unpaid if the employee is the plaintiff or the defendant, or if the court appearance is for domestic relations matters. Appropriate leave time accruals may be used to cover such time.
- B. Any employee summoned to appear for jury service is entitled to their regular pay while on jury duty. The employee must sign the Juror Fee Waiver Form per the California Code of Civil Procedure, Section 215, which states that a juror who is employed by a government entity and receives regular salary and benefits while on jury duty must waive the daily juror fee.
- C. Employees working evening or night shifts shall be entitled to release time from their own work schedule for the number of hours spent on jury duty during the day.

## **Section 11. Military Leave**

- A. Valley Water shall grant military leave in accordance with the California Military and Veterans Code, unless Valley Water policies are more generous.

## **Section 12. Industrial Injury Leave**

- A. When an employee is unable to perform assigned duties by reason of sickness or disability, as defined in the Worker's Compensation Act of the State of California, the employee is eligible to receive the regular salary for eighty (80) hours of such disability, conditioned upon the use of a Valley Water–designated medical provider for the duration of the services needed for the care of the employee, without loss of sick leave and/or vacation benefits. This benefit may be referred to in this section as “Code 30” benefits.
  - 1. If the employee uses a Valley Water–designated medical provider, the industrial accident leave compensation is a maximum of eighty (80) hours.
  - 2. If the employee uses their own medical provider, such provider must be predesignated prior to the injury, meeting the requirements of the workers' compensation statute, and the industrial accident compensation is a maximum of forty (40) hours.
  - 3. If the employee starts treatment with Valley Water–designated medical provider and after thirty (30) days chooses to treat with an out-of-network physician, the maximum compensation will be forty (40) hours. Any excess hours used beyond forty (40) hours will be reimbursed to Valley Water.

4. The eighty (80) or forty (40) hours must only be used for time off related to the industrial injury for which the hours are assigned. Examples of legitimate use include: doctor's appointments, physical therapy appointments, meetings with investigators, and Temporary Total Disability. Time off that is not authorized by a physician will not be eligible for this benefit.
5. At the end of this leave (depletion of 40 or 80 hours), and if unable to return to work, the employee will elect whether to receive payment of any accumulated sick, vacation, or other earned leave benefits, or to receive workers' compensation Temporary Disability Payments (TTD).
6. If the employee elects to receive payment of any accumulated sick, vacation, or their earned leave benefits, any TTD for this period is assigned to Valley Water.
7. Code 30 benefits will be in effect for six (6) months from the date of injury, regardless of the number of hours used.
8. Alternatively, up to ten (10) hours of Code 30 benefits may be authorized for a "first aid only" work related injury contingent upon an objective medical evaluation to determine whether the incident is industrial in causation. Must be "As a Result of Employment" (AOE) or "In the Course of Employment" (COE) to qualify as industrial. Use of this time will be at the discretion of the unit manager, in consultation with the first level Deputy and the Worker's Compensation Administrator.
9. The employee is responsible for ensuring that they do not exceed the hours expressed in this section. Excess payments resulting from Code 30 benefits and regular payroll must be reimbursed by the employee to Valley Water on a dollar per dollar basis.
10. If, for any reason, the claim is denied, these benefits cease.

### **Section 13. Part-Time Classified Employee Paid Leaves**

- A. The following paid leave benefits are accrued on a prorated basis: Holidays, Vacation, sick leave, and Personal Leave.
- B. Proration of paid leave benefits will be based on the established percentage of a full 80 hours per pay period the employee is approved to work (i.e., employee normally works 20 hours a week = half-time, so employee receives fifty percent (50%) of the paid leave benefits). To ensure that the prorated formula is appropriate, an employee must either work the scheduled hours per pay period or use accrued leave balances to make up the difference. The sole exception to this formula shall be for holidays, during which the employee shall not be required to use accrued leave balances to meet their established reduced-hour schedule, provided a minimum of forty (40) hours has been met for the pay period. The actual number of hours worked in any given pay period, regardless of the employee's regular schedule, shall be recorded and credited for purposes of service accrual (i.e., determining eligibility for rate of annual accumulation of vacation, seniority, etc.) up to 40 hours per week.

- C. The following paid leave benefits are provided on a prorated basis as follows:
1. Jury/Witness leave—employees will be compensated for those hours that fall within their regular specified work hours, provided that the fees for such service are deposited into Valley Water funds.
  2. Bereavement leave—employees will be compensated for those hours that fall within their regular specified work hours.
  3. Military leave—will be provided for in the California Military and Veterans' Code.

#### **Section 14. Reproductive Loss**

- A. All full-time and part-time regular employees are eligible for leave for reproductive loss pursuant to California Government Code section 12945.6, except that employees may take up to four (4) bereavement days plus one (1) day of other paid or unpaid leave for qualifying reproductive loss leave.

#### **Section 15. Annual Holiday Closure**

- A. Each calendar year, beginning in 2026, Valley Water will observe a holiday closure under which all non-essential Valley Water operations will close on non-holiday workdays falling on December 24<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup>, and 31<sup>st</sup>.
- B. The Appointing Authorities shall identify the essential employees that will be required to work their regular schedules. These essential employees shall be notified no later than thirty (30) calendar days prior to December 24<sup>th</sup> each calendar year that they are deemed essential and required to work their regular schedules.
- C. All other employees (i.e., “non-essential employees”) shall take the applicable holiday closure days off that fall on the employees’ regularly scheduled workdays. Such employees may use accrued leave hours other than sick leave and/or eligible hours pursuant to the Sick Leave Conservation Program requirements to remain in a paid status.
1. As an exception to the above requirement precluding use of sick leave hours during the annual holiday closure, employees may, for the December 2026 holiday closure only, use up to one (1) day of sick leave.
  2. If an employee does not have sufficient accrued leave hours other than sick leave to remain in a paid status during the applicable holiday closure, the employee may request in writing to borrow from their next calendar year’s leave accruals, which may be used to remain in a paid status during the holiday closure. Employees will be allowed a reasonable number of pay periods, as established by the program in the next calendar year, to repay the borrowed leave hours.
    - a. Employees who leave Valley Water employment prior to repaying all borrowed leave hours shall have the value of the owed leave hours deducted

from their final paycheck. Employees shall be required to indicate their agreement with this requirement in writing, as established by the program.

3. Non-essential employees may also choose to take holiday closure hours as unpaid, whether or not they have accrued leaves.
  - a. Initial probationary employees (i.e., new hires) taking holiday closure hours as unpaid shall continue to accrue applicable leaves and be entitled to all other benefits to the same extent as if they had remained in a paid status.
  - b. All other employees, including non-initial probationary employees (i.e., regular employees) taking holiday closure hours as unpaid, shall accrue pro-rated leaves.

## **ARTICLE 8. LEAVES OF ABSENCE**

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### **Section 1. General Provisions**

- A. Valley Water will provide leave of absence as required by law under the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL).
- B. A leave of absence starts on the first scheduled workday on which the employee is absent from work.
- C. A leave of absence may be revoked upon evidence that the cause for granting it was misrepresented or has ceased to exist.
- D. Leave of absence without pay will not be considered as service time in determining eligibility for vacation, sick leave, salary increases, or other circumstances where service is a factor unless expressly required by law.
- E. Leave of absence without pay shall not be credited toward the completion of the employee's probationary period.
- F. Persons responsible for approving leaves of absence shall approve such leaves in a consistent and equitable manner.
- G. Valley Water contributions toward insurance premiums will continue for up to twelve (12) months of a leave of absence, or as otherwise required by FMLA, ACA, ADA and/or CFRA. Employees on a leave of absence, lasting longer than twelve (12) months, may have their coverage extended as required by law.

### **Section 2. Medical Leave of Absence**

- A. A medical leave of absence for an employee's own medical condition not to exceed six (6) months may be granted by the Benefits Unit, in consultation with the employee's first-level manager. Extensions up to six (6) month increments to a maximum of eighteen (18) months may be approved by the Appointing Authority, in consultation with the employee's first level manager.
- B. Appropriate medical documentation must be provided.
- C. All or a portion of a medical leave of absence will be designated as FMLA and/or CFRA, as applicable.
- D. An employee is required to utilize all available sick leave for the duration of the medical leave of absence or until exhausted. Notwithstanding the foregoing, if an employee has reached the maximum vacation total, they may elect to use their vacation accrual amount prior to the use of sick leave. Use of other accrued time may be used at the employee's option.

- E. Employees on medical leave of absence who have received vacation/sick leave donation hours will not be considered in an unpaid status until complete exhaustion of their accrued time and all donated hours.
- F. Employees taking a medical leave of absence must provide a Valley Water-approved medical provider's release upon return to work.
- G. Intermittent medical leave of absence will be granted up to the equivalent of FMLA or CFRA requirements.
- H. Upon return to work, an employee on medical leave shall be reinstated to their former or comparable level position.

### **Section 3. Family Care Leave of Absence**

- A. A family care leave of absence to care for an immediate family member (spouse/domestic partner, child, parent) not to exceed six (6) months may be granted by the Benefits Unit, in consultation with the employee's first-level manager. Extensions up to six (6) month increments to a maximum of eighteen (18) months may be approved by the Appointing Authority, in consultation with the employee's first level manager.
- B. Appropriate medical documentation must be provided.
- C. All or a portion of a family care leave of absence may be designated as FMLA and/or CFRA, as applicable.
- D. An employee is required to utilize all available sick leave for the duration of the family care leave or until exhausted. Use of other accrued time may be used at the employee's option.
- E. Intermittent family care leave of absence will be granted up to the equivalent of FMLA and/or CFRA requirements.
- F. Upon return to work, an employee on family care leave shall be reinstated to their former or a comparable level position.

### **Section 4. Parental Leave**

- A. Upon employee request, a parental leave of absence not to exceed six (6) months (or as required by law) may be granted by the employee's first level manager for disability related to the birth of the employee's child; for the employee to bond with their newborn child; or for the placement of a child with an employee for adoption or foster care of the child.
- B. All or a portion of parental leave of absence will be designated as FMLA, CFRA and/or PDL as applicable.
- C. An employee is eligible for four (4) days of paid parental leave. After which, an employee is required to utilize all available sick leave during the period of disability of the parental

leave of absence. Use of other accrued time for parental leave, or sick leave for parental leave after the period of parental disability, may be used at the employee's option.

- D. Upon return to work, an employee on parental leave shall be reinstated to their former or a comparable level position.

## **Section 5. Personal Leave of Absence**

- A. A personal leave of absence, not to exceed six (6) months, may be granted by an employee's Deputy or designee for urgent or substantial personal reasons. Personal leave of absence may be extended by the Chief for a further period not to exceed six (6) months for exceptional circumstances.
- B. Employees on personal leave of absence are required to exhaust accrued time per applicable MOU provisions. Sick leave cannot be utilized during a personal leave of absence.

## **Section 6. Educational Leave of Absence**

- A. A three (3) month leave of absence may be granted for educational or training purposes when the Chief determines that such training or education is of obvious and direct benefit to Valley Water, is not locally available during the employee's non-working hours, and it can be shown that the employee's absence will not unduly affect the work of that employee's unit of assignment. Such leave may be extended for additional three (3) month intervals not to exceed an aggregate leave of one (1) year.
- B. Employees on educational leave of absence are required to exhaust accrued time per applicable MOU provisions. Sick leave cannot be utilized during an educational leave of absence.

## **Section 7. Union Leave**

- A. The Union may request up to a three (3) month leave of absence for a Union Officer, Steward, or Chief Steward. Valley Water may, in its sole discretion, approve the request. Union leave, which is granted, will be subject to the following conditions:
  1. Upon termination of the Union leave, the employee will return to their position.
  2. Valley Water may terminate the leave early in the event of an emergency or changed circumstances.
  3. Employees on Union leave will not suffer any loss of compensation or benefits. The Union will reimburse Valley Water for the full amount of the employee's salary and benefits during the leave.
  4. All time spent on Union leave will be counted as service credit by Valley Water.

## ARTICLE 9. REIMBURSEMENTS

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### Section 1. Uniforms

- A. Valley Water will provide a uniform allowance of \$390 per fiscal year in accordance with Valley Water's *Warehouse Material Request Instructions Including Uniforms* work instruction document W-741023. Classifications eligible for this allowance are listed below. It is understood that receipt of a uniform allowance requires that the employee must wear the uniform at all times when in the field, including a shirt that identifies Valley Water. The maximum allowable dollar amount for an individual pair of work pants shall be \$75.00.

1. Associate Real Estate Agent
2. Biologist (Ast I/II, Asc, Sr)
3. Carpenter
4. Chemist (I/II/III, Sr)
5. Construction Inspector (I/II, Chief, Resident)
6. Corrosion Control Technician (I/II)
7. Engineering Technician (I/II/III, Sr)
8. Environmental Health and Safety Technician
9. Environmental Health and Safety Specialist (I/II)
10. Environmental Planner (Ast I/II, Asc, Sr)
11. Equipment Mechanic (I/II, Sr)
12. Facilities Maintenance Administrator
13. Facilities Maintenance Technician (I/II/III)
14. Field Construction Supervisor
15. Field Operations Administrator
16. Heavy Equipment Operator
17. HVACR Mechanic (Supv)
18. Hydrographer (I/II, Sr, Supv)
19. Industrial Coating Specialist (I/II)
20. Industrial Electrician (I/II, Sr, Supv)
21. Instrumentation and Controls Apprentice
22. Instrumentation and Controls Technician (I/II, Sr, Supv)
23. Inventory Control Technician (I/II, Sr, Supv)
24. Laboratory Technician (I/II)
25. Maintenance Liaison
26. Maintenance Worker (I/II/III, Sr)
27. Management Analyst (I/II) (Financial Planning & Revenue Collection Unit)
28. Microbiologist (I/II/III, Sr)
29. Operations Liaison
30. Plant/Pipeline Mechanical Technician (I/II, Sr, Supv)
31. Program Administrator (Business Customer Support & Warehouse Services Unit – Specifically assigned to the Warehouse program)
32. Program Administrator (Dam Safety Program & Project Delivery Unit)
33. Program Administrator (Financial Planning & Revenue Collection Unit)
34. Program Administrator (Laboratory Services Unit)
35. Program Administrator (Office of Communications Unit – Specifically assigned to external communication for the Community Outreach program)

36. Program Administrator (Office of Communications Unit – Specifically assigned to external communication for the Media and Public Relations program)
37. Program Administrator (Security Unit)
38. Public Information Rep (I/II/III)
39. Real Estate Agent (I/II, Sr)
40. Recycled Water Facility Supervisor
41. Security Technician (Security Unit)
42. Senior Corrosion Control Technician
43. Senior Environmental, Health & Safety Specialist (EH&S Unit)
44. Senior Management Analyst (Security Unit)
45. Surveyor (Ast I/II/III, Sr, Chief)
46. Systems Control Operator (I/II/III, Supv)
47. Vegetation Program Specialist (I/II)
48. Water Conservation Specialist (I/II/III, Sr)
49. Water Measurement Technician (I/II/III, Sr, Supv)
50. Water Plant Operator (Ast I/II, Sr, Supv)
51. Water Resources Technician (I/II, Sr, Supv)
52. Welder (I/II)
53. Well Ordinance Compliance Inspector (I/II, Supv)

## **Section 2. Safety Shoes/Glasses**

- A. All safety equipment provided by Valley Water must meet CAL/OSHA standards where a CAL/OSHA standard has been adopted. Valley Water Process “Personal Protective Equipment” will be applied during the term of this agreement.
- B. All employees are required to wear footwear appropriate to the duties of their class. Employees whose job duties require safety shoes will be reimbursed for up to three hundred dollars (\$300.00) of the cost of safety shoes once yearly (calculated from the date of purchase), provided the shoes meet safety standards that are approved by Valley Water and are purchased pursuant to the Personal Protective Equipment Policy and Procedure. In addition, safety shoes for which Valley Water has reimbursed the employee must be worn on the job. Valley Water shall reimburse two hundred and ten dollars (\$210.00) contribution for prescription safety glasses for those employees whose job duties are found to require such equipment. Prescription glasses must be purchased in accordance with the Personal Protective Equipment Policy and Procedure.

## **Section 3. Travel and Subsistence Policy**

- A. Valley Water policies regarding travel and subsistence will be applied during the term of this agreement.

## **ARTICLE 10. HIRING/EMPLOYMENT**

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### **Section 1. Hiring Process Policy and Procedures**

- A. It is Valley Water policy that there shall be appointed to Valley Water service those persons competent to carry out Valley Water's public responsibility. Appointments to Valley Water positions shall be made on an objective basis considering merit, qualifications, competency, and ability to perform the essential functions of the position, pursuant to Valley Water policy. It is also Valley Water policy of equal employment opportunity to all employees and applicants for employment, regardless of any individual's sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), race, religion, religious creed (including religious dress and grooming practices), gender, national origin (including language use restrictions), ancestry, marital status, veteran status, sexual orientation, gender identity, gender expression, color, age (over 40), medical condition, parental status, pregnancy, the exercise of family and medical care leave rights, the exercise of pregnancy disability leave, political affiliation, physical disability (including HIV and AIDS), mental disability, or the request, exercise, or need for reasonable accommodation.

### **Section 2. Physical Examinations**

- A. Prior to the appointment or within a reasonable period following appointment to a different class because of promotion, demotion, transfer, or reclassification, the appointee may be required by Valley Water, at the expense of Valley Water, to undergo a medical examination to determine the employee's medical fitness for the position.
- B. Valley Water may require an employee to undergo a physical examination, at the expense of Valley Water, to determine the employee's fitness for the currently assigned position.
- C. The common understanding of physical examination includes both physical and psychological examinations/assessments in determining an employee's fitness for duty. Valley Water will notify the employee and the Union that a physical examination will be required to determine the employee's fitness for duty.

### **Section 3. Administrative Reassignment**

- A. Valley Water may administratively reassign employees.
- B. Administrative reassignments may be implemented at the request of an employee or Valley Water management and at the sole discretion of the appropriate Appointing Authority under the following conditions:
  - 1. An employee may request a reassignment at any time. Valley Water may, at its sole discretion, grant a reassignment provided a position is available.
  - 2. An employee requesting administrative reassignment must have completed their probationary period.

3. An employee requesting administrative reassignment shall not be permitted more than once in a two (2) year period.
  4. An employee meets the minimum qualifications of the class to which the employee is transferred.
- C. Valley Water shall notify the Union of an employee's requested administrative reassignment.

## **ARTICLE 11. WORKFORCE DEVELOPMENT**

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### **Section 1. Tuition Reimbursement**

- A. The Union and Valley Water agree that it is in the best interest of both, for not only the employee to initiate but Valley Water to provide training and other opportunities to further facilitate an employee's career development.
- B. In accordance with Valley Water policy, employees with six (6) or more months of continuous service may be reimbursed for tuition or expense payments incurred in taking courses outside of normal working hours related to Valley Water employment. All such requests for reimbursement must be approved by Valley Water prior to taking the course. The course content must have some direct relationship with the work of Valley Water.
- C. Upon approval of a course/program and completion with a passing grade of C or better (Pass in cases where only Pass/Fail is given or evidence of attending the course/program in full where no grade or Pass/Fail is given) the employee will be reimbursed the cost of the tuition and other costs such as laboratory fees and assigned textbooks. Total tuition reimbursement shall not exceed four thousand dollars (\$4,000) in a fiscal year. No unpaid balances over the maximum will be carried forward to the next fiscal year.

### **Section 2. Certification and Professional Memberships and Materials and License Reimbursement**

- C. EA classifications are eligible for professional reimbursement in the amount of three hundred dollars (\$300) per fiscal year. To receive payment, the employee must provide an original receipt for reimbursement. To qualify for reimbursement, the money must be spent on professional associations, conferences, subscriptions, professional licenses not covered under Section 2-B below, meetings or other reference materials related to the employee's area of responsibility or development goals consistent with work performed at Valley Water and included in the employee's annual Goal Setting online form, approved by their manager. Requests will not be unreasonably denied.
- D. During the course of this MOU, if Valley Water or legal requirements require licenses or certificates or if any coursework is required to renew such licenses or certificates, fees for the licenses, certificates, and/or coursework will be paid by Valley Water.

### **Section 3. Rotation**

- A. An eligible employee may, upon approval of the appropriate Appointing Authority(ies), rotate into another unit in Valley Water. The purpose of the rotation is for orientation, learning, and employee career development. During rotation, employee will be compensated at their current level. Upon completion of the rotation, the employee will return to their originally assigned position.
- B. An eligible employee is defined as an employee who has:

1. Successfully completed probation, and;
  2. Has a development plan on file in their Employee Development Performance Program (EDPP).
- C. Rotations shall not exceed twelve (12) months and shall occur no more than once in a three (3) year period.

**Section 4. Education Records**

- A. Employees may have placed in their personnel file any records of the satisfactory completion of an educational program given outside Valley Water that is found to be directly related to their duties.

## **ARTICLE 12. SPECIAL PROGRAMS**

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### **Section 1. Fellowship Program**

- A. Valley Water shall provide entry-level opportunities to train and convert appointees of the Fellowship Program into regular, full-time, journey-level positions once the documented criteria by the incumbent is met. The appointees of the program will be represented by the Employees Association (EA). The terms of this agreement are as follows:
1. The pay rate assigned to a Fellow appointee will be approximately five percent (5%) less than the starting step for the entry-level classification to which the appointee resides.
  2. The appointee will administratively promote to the journey-level classification after meeting the performance criteria and when there is business need.
  3. Fellowship appointees will be considered as initial probationary employees throughout their appointment and may be terminated by the recommendation of the Appointing Authority.
  4. Fellows shall not serve as incumbents of the classification for longer than a three (3) year period.
  5. The appointee may only apply for positions posted "open" and may not apply for internal/promotional job postings.
  6. The appointee will be covered by the EA MOU and eligible for all pay and benefits described in the MOU with the exception of the following articles/sections:
    - a. Article 3. Compensation
      - i. Section 10: Temporary Assignment-Temporary Upgrade Pay
      - ii. Section 11: Temporary Assignment-Special Assignment Pay
    - b. Article 6. Pension Benefits
      - i. Section 4 (C.): Deferred Compensation (Appointees may participate in Valley Water's 457 deferred compensation program, are ineligible for Valley Water matching funds and participation in Valley Water's 401(a) plan).
    - c. Article 8. Leaves of Absence (Valley Water will provide a leave of absence as required by law under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL)).
    - d. Article 11. Workforce Development
      - i. Section 3: Rotation
    - e. Article 13. Employee Performance/Evaluation
    - f. Article 14. Classification
    - g. Article 15. Discipline Process
    - h. Article 17. Layoff

## Section 2. Apprenticeship Program

A. Valley Water shall provide entry-level opportunities to train and convert appointees of the Apprenticeship Program into regular, full-time, journey-level positions once the documented criteria by the incumbent are met. The Apprentice appointees of the program will be represented by the Employees Association (EA). The Apprenticeship Program will be governed by a Joint Apprenticeship Committee (JAC) that will be made up of equal members from Valley Water management (Unclassified Managers or their delegates) and representatives of the Employees Association. The Appointing Authority shall recognize the JAC's jurisdiction over the Apprenticeship Program and will endorse recommendations from the JAC regarding oversight and control. The Apprenticeship Program will be governed by the Apprenticeship Standards. The terms of this agreement are as follows:

1. The pay rate assigned to an Apprentice appointee will start at eighty percent (80%) of the starting step for a journey-level classification. Pay rate increases shall occur at every 2,000-hour interval during the 8,000-hour period of on-the-job training (excluding Overtime and Paid Time Off) that culminates into one-hundred percent (100%) of the starting step for the journey level.
2. These positions will be for a period of up to 8,000 hours excluding Overtime and Paid Time Off and the JAC may extend the term by 2,000 hours (i.e., up to 10,000 hours) if the Apprentice appointee needs additional time to obtain the knowledge, skills, and abilities (KSAs) of the journey-level position. Similarly, the JAC may recommend early completion of the apprenticeship for Apprentice appointees who demonstrate the required KSAs before performing 8,000 hours of on-the-job training.
3. The Apprentice appointee will administratively be promoted to the journey-level classification after meeting the performance criteria of the JAC.
4. Apprentice appointees will be considered as initial probationary employees for the first 2,000 hours. Throughout the apprenticeship, the JAC is responsible for managing complaints and disciplinary action directly related to an apprentice appointee's work performance and training and shall not be subject to Valley Water's discipline process. However, the JAC's decisions could result in termination of apprenticeship agreement with apprentice appointee. In cases where there is an impasse in the JAC, the Apprenticeship Sponsor (BAYWORK) will hear the appeal and make a final decision.
5. Apprentice appointee will be reviewed regularly by both the JAC and Valley Water consistent with BAYWORK Instrument Technician Apprenticeship Policies and Procedures.
6. The Apprentice appointee may only apply for positions posted "open" and may not apply for internal/promotional job postings.
7. The Apprentice appointee will be covered by the EA MOU and eligible for all pay and benefits described in the MOU except for the following articles/sections:
  - a. Article 3. Compensation

- i. Section 10: Temporary Assignment-Temporary Upgrade Pay
  - ii. Section 11: Temporary Assignment-Special Assignment Pay
- b. Article 6. Pension Benefits
  - i. Section 4 (C.): Deferred Compensation (Apprentice appointees may participate in Valley Water's 457 deferred compensation program, are ineligible for Valley Water matching funds and participation in Valley Water's 401(a) plan).
- c. Article 8. Leaves of Absence (Valley Water will provide a leave of absence as required by law under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL)).
- d. Article 11. Workforce Development
  - i. Section 3: Rotation
- e. Article 13. Employee Performance/Evaluation
- f. Article 14. Classification
- g. Article 15. Discipline Process
- h. Article 17. Layoff

## **ARTICLE 13. EMPLOYEE PERFORMANCE/EVALUATION**

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### **Section 1. Personnel Records**

- A. Valley Water may maintain such personnel records of an individual employee as is deemed necessary. Personnel records may be viewed by the employee's Appointing Authority, potential Appointing Authority, performance evaluation rater and reviewers, and Human Resources Division staff only. Further, an employee, or the employee's authorized representative, may view the employee's personnel record at any time with written consent by the employee.
- B. Material placed in a personnel file which affects an employee's work record negatively may be removed by Valley Water upon petition from the employee and upon evidence that the incident or cause outlined in the material has not recurred and has been on file for a period of not less than two (2) years, except an employee who has received a notice of disciplinary action which was appealed successfully shall have the notice removed from their file immediately after the successful appeal and upon request of the employee.
- C. Evaluations shall not be removed from an employee's file.

### **Section 2. Employee Performance Evaluations**

- A. General: An employee's performance shall be evaluated based on criteria as set forth in the Employee Development and Performance Program (EDPP).
- B. Annual evaluations shall be considered in matters of transfer, promotion, salary increase, demotion, dismissal, and other personnel actions. Evaluations shall be placed in the employee's personnel record. In the event the employee's performance falls below acceptable standards, the employee shall be notified in writing, including suggestions for corrective action. The Union will be notified when an employee is going to be placed on a Performance Improvement Plan (PIP) prior to the meeting with the employee to present the PIP.
- C. Denial of Step Increase: An overall annual evaluation rating of "Needs Improvement" or "Unsatisfactory" will result in the denial of a step increase until the employee's overall performance is rated at least "Achieved" in a future evaluation period.
- D. Appeals Process: Evaluations are not subject to the grievance procedure. Employees may attach a response to their evaluation, which will be placed in their personnel file. Only evaluations that receive an overall rating of "Needs Improvement" or "Unsatisfactory" may be appealed.
  - 1. To appeal an evaluation, including a decision that denies a step increase, the following process will be used:
    - a. Employee completes an Appeals form, which can be accessed on Valley Water's Labor Relations Intranet site.

- b. Employee files the completed Appeals Form with their First Level Unclassified Manager (or one level above if the rater is an Unclassified Manager) within 15 working days of receipt of the evaluation.
- c. Employee submits a copy of the completed Appeals Form to the Labor Relations Unit within 15 working days from receipt of the evaluation.
- d. After submitting an appeal, a meeting with the Unclassified Manager to discuss the evaluation will be scheduled by the Labor Relations Unit.
- e. The Unclassified Manager will either affirm or revise the rating. The decision by the Unclassified Manager regarding the appeal shall generally be made in writing within fifteen (15) working days from the Unclassified Manager's receipt of the appeal, depending on the complexity and detail level of the case.
- f. Evaluations that are revised because of an appeal are not appealable. Evaluations are not subject to the grievance procedure. Decisions by the Unclassified Manager are final.

### **Section 3. Probation**

- A. It is the policy of Valley Water that all new hires, promotions, reclassifications, and administrative transfers shall have a probationary period, except as noted below.
- B. The standard probationary period for all classified positions is twelve (12) months or 2,080 hours. Prior to the expiration of the 2,080-hour probationary period, an initial probationary employee may be released from Valley Water service at any time. Such rejection is not a disciplinary action and may not be grieved.
- C. An employee who has already passed their initial probationary period and is appointed, promoted, or demoted to another classification (excluding flexibly staffed classes) must satisfactorily complete a probationary period of six (6) months or 1,040 hours. An employee serving a promotional probationary period may be returned to their former classification if the Appointing Authority determines that the employee is not passing their probationary period. Such rejection is not a disciplinary action and may not be grieved.
- D. Employees who have already passed their initial probationary period and are reclassified to a new class, who are found by Valley Water to have been performing the duties of the new class for at least twelve (12) months or 2,080 hours, will not be placed in probationary status.
- E. In addition, an employee who is administratively transferred or competitively transfers from a position in one class to another position in the same class does not need to complete a probationary period unless the initial probationary period has not been concluded or it is requested by the Appointing Authority. In cases where the administrative transfer is management initiated, the employee will not need to complete a probationary period.

- F. New hires or initial probationary employees shall have all rights under this MOU except in cases of suspension, demotion, or termination, or as specifically excluded.
- G. An employee who applies for and accepts a competitive promotion, lateral transfer, or voluntary demotion prior to completion of their twelve-month (2,080 hour) initial probationary period will be subject to a new twelve-month (2,080 hour) initial probationary period. The new twelve-month (2,080 hour) initial probationary period will begin on the first day of appointment in the new position. Hours worked during the prior initial probationary period will not count toward the new initial probationary period, and the employee will not become a regular, non-probationary employee until the new initial probationary period is successfully completed. Prior to the expiration of the new initial probationary period, an employee may be released from Valley Water service at any time. Such rejection is not a disciplinary action and may not be grieved.
- H. An employee who has successfully completed their initial probationary period and who is serving a six-month (1,040 hours) promotional probationary period, will be subject to an entirely new six-month (1,040 hours) promotional probationary period of the employee, through a competitive process, applies for and accepts a new promotion, lateral transfer, or voluntary demotion. The new six-month (1,040 hour) promotional probationary period will begin on the first day of appointment in the new position. Hours worked during the prior promotional probationary period will not count towards the new promotional probationary period. Until the new promotional probationary period is successfully completed, the employee may be removed from probation at any time and will have no right to return to the prior promotional position. In such cases, the employee will be returned to the last classification held where probation was successfully completed. After such rejection from probation is not a disciplinary action and may not be grieved.

## **ARTICLE 14. CLASSIFICATION**

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### **Section 1. Overview**

- A. The Union and Valley Water recognize the need to conduct classification studies due to changes in business needs and/or workforce strategy, and the need to conduct periodic maintenance of the classification system.
- B. The Union recognizes the right of Valley Water to establish new job class(es) and job descriptions and to amend existing class specifications and job descriptions to reflect changes in assigned duties and responsibilities. In the event that a substantial change is made in the specification or job description of a class represented by the Union, Valley Water will provide the Union with notice of such changes and the salary for the class. The Union will have fifteen (15) working days' notice to request a meeting to consult with Valley Water on said class changes. If requested by the Union, the parties shall meet and confer on the salary for the class as soon as practicable after the request is received. The establishment of the salary is not subject to the grievance process as contained in this contract.
- C. At the request of Valley Water, the parties agree to meet and confer over Valley Water's proposed changes to this section.

### **Section 2. Reclassifications**

- A. When a manager determines that the body of work for a position(s) in the unit is significantly different, they may request a reclassification study. A reclassification study is a study of the body of work of one or several existing positions to determine the appropriate classification.
- B. Every effort should be made by the manager to have a reclassification study done on the body of work before assigning work to staff. Management will work with the Classification Unit to determine whether the body of work in question will require a higher or different class.
- C. Should the reclassification study determine the body of work to require a higher or different class, the manager can then determine the staffing mechanism to fulfill this work, which may include out of class pay, allocating duties within the unit, or submitting the position to the unmet needs process, and reassignment.
- D. Reassignments may require reclassification to an appropriate class of comparable level.

## **ARTICLE 15. DISCIPLINE PROCESS**

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The following procedure is established because of a mutual interest on the part of Valley Water and the Union to resolve disciplinary matters. Valley Water will issue no discipline without just cause.

### **Section 1. Right to Representation**

- A. If a situation arises where an employee will be formally disciplined by an applicable manager, the employee will be notified that they have the right to have Union representation. Any employee who reasonably believes that a meeting with their manager/supervisor may result in disciplinary action against them may request to have a representative in the meeting. If a Union representative is not available at the time of the meeting, the applicable manager will arrange an alternative meeting as soon as possible, but at least within five (5) working days. It is the employee's and/or the Union's responsibility to arrange for representation within the five (5) working day requirement.

### **Section 2. Examples of Employee Misconduct**

- A. Examples of employee misconduct include, but are not limited to, chronic absenteeism, incompetence, failure to follow work rules, insubordination, and misstatement of facts on an application or other personnel documents, falsification of work or time records, absence without authorized leave, and without just cause.

### **Section 3. Progressive Discipline**

- A. Valley Water shall follow the principles of progressive discipline, as appropriate.

### **Section 4. Disciplinary Actions**

- A. Disciplinary actions should be designed to fit the nature of the issue and may include counseling, oral and written reprimands, suspension, demotion, discharge, or other appropriate action. The particular action imposed shall depend on the severity of the misconduct and the factual circumstances involved.

### **Section 5. Pre-Disciplinary Procedures**

- A. An employee who will be investigated for possible misconduct by the Labor Relations Unit shall be notified by management within fifteen (15) working days of the start of the formal disciplinary investigation by the Labor Relations Unit. Management shall make every effort to complete the investigation within sixty (60) days. If the investigation takes longer to complete, management shall update the employee and the Union every thirty (30) days until the investigation is completed. The time limits identified in this section are not grievable.
- B. Following the completion of the employer's formal disciplinary investigation where formal discipline (demotion, suspension, or termination) is being recommended, the appropriate authority shall prepare a Written Notice of Recommended Disciplinary action to be served on the employee in person or by registered mail. A copy will be sent to the Union

and Labor Relations Unit. No Written Notice of Recommended Disciplinary action shall be required for informal discipline (counseling, oral and written reprimands).

- C. For matters of formal discipline (demotion, suspension, or termination), the appropriate level of authority for preparing such recommended discipline shall be the Appointing Authority or designee in consultation with the Labor Relations Unit. For all informal disciplinary matters (counseling, oral and written reprimands), the appropriate level of authority for preparing such recommended discipline shall be the applicable manager in consultation with the Labor Relations Unit.
- D. The Written Notice of Recommended Disciplinary action shall state the specific grounds and facts upon which the action is based and will be provided to the employee, Union, and the Labor Relations Unit.
- E. Copies of any known materials, reports, or other documents upon which the intended action is based shall be served with the Written Notice of Recommended Disciplinary action to the employee, and copies shall be provided to the Union and the Labor Relations Unit.
- F. The employee shall be accorded the right to respond in writing to the Written Notice of Recommended Disciplinary action, and any such written response shall be served by the employee within fifteen (15) working days from Valley Water's service of the Written Notice of Recommended Disciplinary action. A copy of any such written response will be provided to the Union.
- G. For matters of formal discipline (suspension, demotion, termination), within fifteen (15) working days of receipt of the Written Notice of Recommended Disciplinary action, the employee shall be accorded the right to request a Skelly Hearing with the Appointing Authority. The Appointing Authority shall designate a Skelly Hearing Officer who has the authority to recommend to uphold, modify or revoke the recommended disciplinary action. A copy of the Skelly hearing notice will be provided to the Union and the Labor Relations Unit. The Skelly Hearing will be scheduled and held as soon as practicable after receipt of the request.
- H. Following the Skelly hearing, the appropriate Appointing Authority shall issue the Notice of Final Disciplinary action, including the effective date of any discipline to be imposed. The notice is to include the Hearing Officer's decision as an attachment.
- I. At any time in the discipline process, the failure of the Union to adhere to the time limits set forth in the MOU shall cause forfeiture of their case.
- J. Adverse entries on the employee record more than three (3) years old shall not be admitted into evidence or considered to support the charges at any level of the grievance or arbitration procedures. The three (3) year limitation will not apply to previous disciplinary actions related to egregious conduct such as harassment (including sexual harassment), retaliation, potential criminal activity, violence, willful destruction of property, or potential injury to the employee or others.

## **Section 6. Counseling**

- A. Managers/supervisors shall advise an employee as early as possible when it is determined that their performance or conduct is approaching an unacceptable level.
- B. Counseling should be done by the employee's manager/supervisor. The counseling session should be an open, two-way conversation, keeping in mind that the main objective is to improve the employee's performance and/or conduct.
- C. During these sessions, a problem-solving discussion should be held between the employee, the manager/supervisor, and may include the Union, with the employee being given an opportunity to state any circumstances that have affected their performance record. While such circumstances may not excuse the performance problems, the parties may find ways to eliminate them in the future.
- D. Specific details and examples should be developed for an action plan. Follow-up and follow-through timelines should also be established if applicable.
- E. The manager/supervisor must establish and maintain appropriate documentation.

## **Section 7. Oral Reprimand**

- A. The manager/supervisor should advise the employee what specific behavior is unacceptable, what is expected, and what will happen if improvement does not occur or if conduct continues. At this stage, the employee is being put on notice that failure to correct the problem will lead to further progressive disciplinary action. The manager/supervisor must fully document the oral reprimand, including the matter discussed and any agreed-upon remedial measures.
- B. Specific details and examples should be developed for an action plan. Follow-up and follow-through timelines should be established if applicable.
- C. The manager/supervisor must establish and maintain appropriate documentation.

## **Section 8. Written Reprimand**

- A. If the employee has previously been counseled or orally reprimanded, or if the situation warrants this as a first-level discipline, a written reprimand must be completed.
- B. The written reprimand should refer to any previous counseling and/or oral reprimand and should include a statement that will put the employee on notice that a failure to correct the problem will lead to further progressive disciplinary action. A copy of the written reprimand will be given to the employee and placed in the employee's personnel file. A copy will also be provided to the Union and the Labor Relations Unit.
- C. The written reprimand will include a statement indicating that the employee has received a copy and that the employee has the right to attach a written response. The written response must be submitted to the Labor Relations Unit within twenty (20) working days from receipt of the written reprimand. The employee may also file an appeal of a written

reprimand with their first-level Unclassified manager. The appeal must be submitted within twenty (20) working days from receipt of the written reprimand.

## Section 9. Administrative Leave

- A. **Notification**—If Valley Water elects to place an employee on Paid Administrative Leave, Valley Water shall notify both the employee and the Union. Paid Administrative Leave shall normally not exceed forty-five (45) working days. The notification shall include:
  - 1. The reason why the employee was placed on Paid Administrative Leave.
  - 2. The steps to be taken during the time the employee is on Paid Administrative Leave.
- B. **Leave Extension**—If Paid Administrative Leave needs to be extended beyond forty-five (45) working days, Valley Water shall notify the employee and the Union in writing of the reasons for the change.
- C. Within fifteen (15) working days after commencement of Paid Administrative Leave, both the employee and the Union will be notified in writing of the status of the case.

## Section 10. Compulsory Leave

- A. **Criminal Charges:** Valley Water may require an employee who has been charged in a court of competent jurisdiction with a commission of a felony, or a misdemeanor involving moral turpitude, provided the crime as charged is related to the employee's employment status, to take a leave of absence without pay pending termination by a way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such employee. Upon a finding of not guilty, the employee may be reinstated to the regularly assigned position with return of all benefits, including salary, that were due for the period of such leave; subject, however, to appropriate disciplinary action if warranted. Any disciplinary action shall be imposed effective as of the commencement date of such leave. If the determination is one of guilt, Valley Water may take appropriate disciplinary action effective as of the commencement date of such leave.

## Section 11. Arbitration

- A. Appeal of Final Disciplinary Action resulting in suspension, demotion, or discharge shall be through Arbitration, but only with the concurrence of the employee's Union.
- B. For matters of arbitration, Valley Water and the Union agree to select an arbitrator from the following list:

Norm Brand  
 Margie Brogan  
 Andrea Dooley  
 Matt Goldberg  
 Catherine Harris  
 Ron Hoh  
 John Kagel  
 David S. Weinberg

Barry Winograd

## **Section 12. Arbitration Procedure**

- A. A written request to proceed to arbitration must be filed by the Union with the Deputy of Human Resources within fifteen (15) working days of the date of the Notice of Final Disciplinary Action. A copy of the written request for arbitration will be provided to the Union and the Labor Relations Unit.
- B. Within five (5) working days following the receipt of the request for arbitration, the parties shall confer to select the Arbitrator from the agreed upon permanent panel of arbitrators. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one name remains, and that person shall be the Arbitrator.
- C. The hearing shall be scheduled as soon as possible, consistent with the arbitrator's schedule. A copy of the hearing notice will be provided to the Union, Deputy of Human Resources, and the Labor Relations Unit.
- D. It is recommended that the arbitrator render their decision within sixty (60) working days of the conclusion of the aforementioned hearing. The decision shall be in writing, and copies shall be directed to the Deputy of Human Resources or designee, the Union, and the Labor Relations Unit.
- E. The fees and expenses of the Arbitrator shall be shared equally by Valley Water and the Union, it being understood and agreed that all other expenses, including, but not limited to, fees for non-Valley Water employee witnesses, transcripts, and similar costs incurred by the parties during the arbitration, will be the responsibility of the individual party involved.
- F. The arbitration shall be informal and the rules of evidence prescribed for duly constituted courts shall not apply.
- G. Subject to the above, hearings shall be conducted in accordance with any additional rules and procedures adopted or specified by the Arbitrator, unless the parties hereto mutually agree to other rules or procedures for the conduct of such hearings.
- H. The decision of the Arbitrator may sustain, modify, or revoke the recommended disciplinary action and shall be final and binding on the parties.

## **Section 13. Probationary Employees**

- A. Initial probationary employees may be subject to release from Valley Water service and are not subject to review under any provisions of this agreement.

## **ARTICLE 16. GRIEVANCE PROCEDURE**

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The following procedure is established as a result of a mutual interest on the part of Valley Water and the Union to settle grievances quickly and fairly. Employees and/or their representatives shall not be discriminated against, coerced, or interfered with in any way as a result of filing a grievance. An employee may request representation by the Union at any stage of the grievance procedure. At any point in the grievance process, the parties may agree to extend the timelines. The party's request for an extension must be in writing and will not be unreasonably denied by either party.

### **Section 1. Grievance Defined**

- A. A grievance is any dispute between Valley Water and an employee or the Union concerning the interpretation or application of this Agreement, or rules or regulations governing personnel practices or working conditions within the scope of representation.
- B. Matters excluded from the grievance process include counseling, oral and written reprimands, performance improvement plans, evaluation process, release of an employee during their initial probationary period, hiring decisions, and items requiring capital expenditure. Written reprimands and performance evaluations are appealable to the next higher level of supervision.
- C. Employees are entitled to representation during the grievance process. Employees shall have the right to represent their own grievance or to have a Union representative. If an employee chooses to take the grievance on their own, it shall be at the employee's expense.

### **Section 2. Informal Grievance Procedure**

- A. Employees are encouraged to act promptly to attempt to resolve disputes with their manager/supervisor through an informal procedure. A meeting between the manager/supervisor and the employee should take place whenever requested by either party to assist, clarify, or resolve the grievance. The employee may be accompanied by their Union representative at the informal meeting. Any resolution reached at the informal step must be in accordance with the provisions of this agreement or other rules or ordinances, and shall not set a precedent.

### **Section 3. Formal Grievance Procedure**

- A. Step 1. Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the formal grievance procedure may be initiated by employee or Union filing an appropriate Notice of Grievance form with the Deputy of Human Resources. A copy shall be provided to the Labor Relations Unit and the Union.
  - 1. A meeting with the employee, Union, Labor Relations Unit, the applicable manager, an Appointing Authority within the same Division of the employee, and other applicable parties shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance within fifteen (15) working days of receipt of the formal grievance.

2. The Appointing Authority within the same Division of the employee shall issue a decision in writing within fifteen (15) working days of the formal grievance meeting. A copy shall be provided to the Union, grievant, applicable Manager, and Labor Relations Unit.
- B. Step 2. Within fifteen (15) working days from the Step 1 decision and with concurrence of the Union, the formal grievance may be submitted as a Step 2 grievance to the Deputy of Human Resources. A copy will be provided to the Labor Relations Unit and the Union.
1. A meeting with the employee, Union, Labor Relations Unit, the applicable manager, an Appointing Authority not within the same Division as the employee, and other applicable parties shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance within fifteen (15) working days of receipt of the Step 2 formal grievance.
  2. The Appointing Authority not within the same Division as the employee shall issue a decision in writing within fifteen (15) working days of the Step 2 formal grievance meeting. The individual issuing the written decision in Step 2 shall not be the same individual that issued the written decision in Step 1. A copy will be provided to the Union, Grievant, applicable Manager, and Labor Relations Unit.
  3. Decision/Recommendation: If the Union is not satisfied with the decision of Appointing Authority not within the same Division as the employee, the Union may, within fifteen (15) working days after receipt of the Step 2 decision, request in writing that the grievance be referred to an impartial arbitrator.
- C. All steps of the grievance procedure shall be utilized unless the parties mutually agree to waive one or more steps. If the employee or the Union fails to process a grievance within the specified time limits, the grievance shall be deemed concluded based on the last decision reached. If the District fails to respond within the specified time limits, the Grievant may appeal to the next step, within the specified time limits. Time limits in this article may be extended if mutually agreed upon by the parties in writing.

#### **Section 4. Arbitration**

- A. If arbitration is requested, an arbitrator shall be selected from a permanent panel of arbitrators, as listed below:

Norm Brand  
Margie Brogan  
Andrea Dooley  
Matt Goldberg  
Catherine Harris  
Ron Hoh  
John Kagel  
David S. Weinberg  
Barry Winograd

- B. Within five (5) working days following the receipt of the request for arbitration, the parties shall confer to select the arbitrator from the agreed upon permanent panel of arbitrators. The obligation to strike the first name shall be determined by lot, and the parties shall alternately strike one (1) name from the list until only one (1) name remains, and that person shall be the arbitrator.
- C. Management and the Union shall alternately strike one (1) name from the list until one name remains. The remaining name shall be the Arbitrator.
- D. The arbitrator's decision shall be binding upon both parties. Arbitration shall be scheduled during normal Valley Water office hours, if possible. The grievant may attend the entire hearing during their regular working hours without loss of compensation. In the event of a grievance involving a group of employees, one representative designated by the Union involved shall be authorized to attend the entire hearing without loss of compensation. Witnesses called by either party will be authorized to attend the hearing when active participation is required without loss of compensation. Any disputes concerning the definition of the grievance (Section 1) shall be resolved by the arbitrator.

#### **Section 5. Duty of Arbitrator**

- A. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and thereafter make written findings of fact and a disposition of the grievance, which shall be binding. The decision of the arbitrator shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

## ARTICLE 17. LAYOFF

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### Section 1. Reason for Layoff

- A. An employee may be separated from Valley Water employment by reduction in force due to lack of work, retrenchment, or lack of funds.

### Section 2. Definitions

- A. For the purposes of this Article, the following definitions are used:
1. *Class* means a position or group of positions, having duties and responsibilities sufficiently similar that (i) the same job title is used, (ii) the same qualifications may be required, and (iii) the same schedule of compensation is used.
  2. *Lack of Funds* means Valley Water has a current or projected deficiency of funding to maintain its current or sustain projected levels of staffing and operations.
  3. *Layoff* means terminating a classified employee for non-disciplinary reasons due to lack of work, retrenchment, or lack of funds.
  4. *Probationary Employee* means a Valley Water employee in a budgeted classified position who has not successfully completed their initial probationary period.
  5. *Regular Employee* means a Valley Water employee in a budgeted classified position who has successfully completed their probationary period.
  6. *Reinstatement* means the reemployment of an employee who was laid off.
  7. *Retrenchment* means the situation where Valley Water deems that it has an excess of employees because of changed operational or economic circumstances.
  8. *Series* means closely related Classes (for example: Office Specialist 1, Office Specialist 2, and Senior Office Specialist).
  9. *Seniority*:
    - a. Seniority means continuous regular total Valley Water service time (not just by Class but by total service time at Valley Water) in hours.
    - b. Calculation of service time will exclude Leaves Without Pay. Seniority will be retained but will not accrue during any period of leave without pay except authorized military leave.
  10. Individuals in temporary assignments include: temporary workers, intermittent workers, graduate student interns, undergraduate student interns, student trainees, and unpaid student interns.

11. Valley Water is currently contemplating the development of a Public-Private Partnership (P3) for the expedited purified water program. Should the P3 project transition into operation, and if there is a shift of existing SVAWPC responsibilities to the P3 entity, the employees working in the following job classifications (Recycled Water Facility Supervisor, Water Plant Operator, Senior Plant Mechanic, Control Systems Technician) and working at the SVAWPC at the time of the operational transition, shall be transferred to positions with similar responsibilities within Valley Water. Such employees will suffer no loss in wages or benefits because of such transfers.
12. If, during the transition to the P3, any other Valley Water positions are materially or adversely affected with respect to wages and benefits, Valley Water shall satisfy any meet and confer requirements as required by law.

### **Section 3. Order of Layoff**

- A. Valley Water will review and prioritize the vacant budgeted positions and the existing filled positions. All non-priority, vacant budgeted positions shall be eliminated prior to layoffs. Priority, vacant budgeted positions do not need to be filled prior to beginning layoffs.
- B. Layoffs in each class will be from all positions within that impacted class in a particular work unit/division, based on total seniority.
- C. Layoffs will affect positions in the following order:
  1. Temporary employees (Individuals in temporary assignments);
  2. Initial probationary employees; and
  3. Regular employees
- D. Prior to a layoff, the COOAS or designee will calculate the seniority of each regular employee occupying the class(es) impacted by the layoff. A list identifying the regular employees included in the class(es) impacted by the layoff and their associated seniority level will be prepared by Valley Water and posted on Valley Water Intranet. Valley Water will work with the Union to ensure the accuracy of this list.
- E. In the event a tie exists between two or more regular employees having the same level of seniority, the regular employee who worked the most hours as a temporary employee in Valley Water will be deemed the more senior regular employee.
- F. The COOAS in conjunction with the CEO and Chiefs, will determine the class(es) and work unit/division(s) impacted by the layoff.
- G. In the event there are two (2) or more regular employees in the class impacted by the layoff, those regular employees having the lowest level of seniority will be laid off first.

#### **Section 4. Notice**

- A. When Valley Water determines that a layoff is necessary, it will notify in writing the affected regular employees and Unions at least 45 calendar days in advance of the effective date of the layoff. Valley Water will offer to meet with the Union at least 30 calendar days prior to the effective date of the layoff.
- B. The notice of layoff will include:
  - 1. A statement that the regular employee's position is being eliminated due to the layoff or they are being laid off due to another regular employee's exercise of their displacement rights.
  - 2. The effective date of the layoff.
  - 3. The seniority level of the regular employee as of the date of the notification.
  - 4. A description of the regular employee's displacement rights.
  - 5. A description of the regular employee's reinstatement rights.
  - 6. A description of the regular employee's severance rights.
  - 7. A description of the regular employee's right to receive assistance in pursuing outside employment opportunities by requesting a referral to an outplacement service firm for up to five days of outplacement coaching and counseling service.

#### **Section 5. Displacement (Bumping) Rights**

- A. A regular employee who will lose their position due to a layoff may elect to:
  - 1. Displace an employee in the same class with less seniority; or
  - 2. Bump to a lower class within the employee's current class series; or
  - 3. To a class within a series (not higher) in which the employee previously occupied and has more seniority than a regular employee in the class.
- B. Because displacement by seniority is a sequential operation, it is anticipated that the notices of layoff will be furnished to regular employees at different times. Under no circumstances will the maximum salary level for the new position of regular employees bumping into a lower class exceed the maximum salary level for the position they held before exercising their bumping rights.

#### **Section 6. Reinstatement**

- A. Regular employees who have been laid off from Valley Water pursuant to this provision will have their name placed on a recall list in order of their seniority for a period of twenty-four (24) months. In the event a budgeted vacant position becomes available, the regular employee who is still on the recall list with the most seniority will be offered reinstatement into that budgeted vacant position, provided that such budgeted vacant

position is in a class the regular employee previously held. Valley Water will provide such offers of reinstatement in writing and send them via certified mail. The offer of reinstatement will expire fourteen (14) calendar days from the date it was sent by Valley Water. Laid off regular employees who accept offers of reinstatement must report to work within fourteen (14) calendar days following the date of their acceptance. Failure to comply with these requirements will be deemed a rejection of the offer of reinstatement and result in the regular employee's name being removed from the recall list. All laid-off regular employees are responsible for keeping Valley Water's Human Resources office advised of their current mailing address.

- B. Each regular employee who is reinstated will:
  - 1. Be rehired at their last previously held pay step or in the case of a previously held position, the step closest to the step the employee held when laid off.
  - 2. Have their accrued sick leave that was not cashed out, reinstated.
  - 3. Have the same vacation accrual rate that they had when laid off from Valley Water, provided that the vacation accrual rate was not lowered for all regular employees during the period the regular employee was laid off.

#### **Section 7. Reassignment or Voluntary Demotion in Lieu of Layoff**

- A. The Union and Valley Water will meet at least thirty (30) days prior to the effective date of the layoffs. Reasonable steps (including training) will be taken to assist regular employees to locate and apply for other budgeted vacant positions through Valley Water's hiring process in lieu of layoffs, provided that this will not restrict Valley Water's authority to reduce its force due to lack of work, retrenchment, or lack of funds.
- B. Valley Water may post a position through Valley Water's Hiring process, allowing a regular employee subject to layoff, to apply for a budgeted vacant position.
- C. Any laid off employee will be considered for any funded temporary position in their class. The pay rate for the temporary position will be the same pay rate as the regular employee's former salary, so long as that pay rate is within the maximum range for that temporary position.

#### **Section 8. Severance Pay**

- A. Each regular employee with a minimum of five (5) continuous years of seniority who is laid off due to a layoff will receive severance compensation of: (i) five (5) workdays for each full year of seniority; and (ii) 5/12 of a workday per month for a partial year of seniority. For example, if a regular employee has five (5) years and six (6) months of seniority, that regular employee would receive severance compensation equal to 27.5 workdays of pay (i.e., 25 workdays for the full 5 years of seniority, and 2.5 workdays for the 6 full months of seniority).
- B. Each workday of severance pay is equal to the regular employee's daily base pay at the time of layoff, which will be exclusive of any premium pay, overtime pay, compensation time, differential pay, or on-call pay.

## **Section 9. Appeal**

- A. A dispute raised by a regular employee or the Union as to the application or interpretation of this procedure will be heard by an Appeal Board consisting of one (1) Valley Water management representative chosen by Valley Water, one (1) representative from the Union chosen by the regular employee, and a third person agreed to by Valley Water and the Union.
- B. The notice of appeal will be in writing and filed with Valley Water within ten (10) days of notification of Layoff. The Appeal Board will hear the appeal and render a majority opinion within ten (10) days of the hearing. The majority finding of the Appeal Board will be final and binding. Proceedings of the Appeal Board will be open to the regular employee, the regular employee's representative, Valley Water's representative, and witnesses during the period of testimony. Any costs of the third member of the Appeal Board will be shared by the Union and Valley Water.
- C. It is the responsibility of Valley Water to ensure and maintain a recordkeeping system necessary to accurately implement a layoff should it be necessary.

## ARTICLE 18. COLLABORATIVE EFFORTS

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- A. The parties have established various collaborative committees and councils. Union representation will continue, including, but not limited to, the following:
1. *Labor Management Committee (LMC)*: The Committee shall meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern. Grievances and adverse actions shall not be discussed at such meetings. Matters subject to the duty to bargain and not appropriately discussed in another forum, such as the Safety Committee, may be discussed. However, the LMC shall not have the authority to add to, amend, or modify this MOU.
  2. *Safety Committee*: Valley Water Employee Safety Committee (Safety Committee) reviews, discusses, and recommends action on safety issues that have not been resolved at the work site level, as well as safety issues that are broad in scope or complex in nature. This committee proactively identifies and eliminates safety hazards and responds to safety concerns raised by employees.
  3. *Deferred Compensation Committee*: Valley Water will continue the practice of including one Union member on Valley Water's Deferred Compensation Committee in accordance with Valley Water's Human Resources management Deferred Compensation Plan Work Instruction W-621-003.

## **ARTICLE 19. PRACTICES, POLICIES, AND PROCEDURES**

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Valley Water will continue the practice of including the Union in the review cycle for the issuance of new procedures or for making changes to existing procedures that impact terms and conditions of employment. Valley Water shall provide the Union with reasonable written notice and an opportunity to bargain prior to implementing any change in policy that is within the scope of representation as defined by the Meyers-Milias-Brown Act. Where Valley Water's proposed change in policy is not within the scope of representation but will have a foreseeable effect on matters within the scope of representation, Valley Water shall also provide such reasonable notice. In cases of emergency, where Valley Water has determined that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice to the Union, Valley Water shall provide notice to the Union and an opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

## **ARTICLE 20. NON-DISCRIMINATION/HARASSMENT (GENERAL)**

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The Union and Valley Water agree that there shall be no discrimination (except as allowed by law) against an employee because of sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, religious creed (including religious dress and grooming practices), gender, national origin (including language use restrictions), ancestry, marital status, veteran status, sexual orientation, gender identity, gender expression, color, age (over 40), medical condition, parental status, pregnancy, the exercise of family and medical care leave rights, the exercise of pregnancy disability leave, political affiliation, physical disability (including HIV and AIDS), mental disability or the request, exercise, or need for reasonable accommodation. Sexual harassment is a form of prohibited discrimination. Complaints of discrimination are encouraged to be brought to the attention of the Ethics and Equal Opportunity Program Administrator, supervisor, or other manager.

## **ARTICLE 21. ACCOMMODATION OF DISABLED EMPLOYEES**

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Valley Water has a lawful obligation under the Americans with Disabilities Act and the California Fair Employment and Housing Act to make reasonable accommodations for qualified individuals with disabilities. Any accommodation will be on a case-by-case basis and will not be precedential nor will it constitute a past practice for anyone other than a qualified individual with disabilities.

## **ARTICLE 22. DRUG FREE WORKPLACE**

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To be administered in accordance with Valley Water Policies and Procedures.

## **ARTICLE 23. DEPARTMENT OF TRANSPORTATION (DOT) DRUG TESTING PROGRAM**

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To be administered in accordance with Valley Water Policies and Procedures.

## **ARTICLE 24. CONFLICT OF INTEREST**

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- A. No Valley Water employee shall engage in compensated employment outside of employment with Valley Water if such employment is found to interfere with the performance of Valley Water duties, or to be detrimental to the general interests of Valley Water, or to create a conflict of interest with employment by Valley Water.
- B. Employees intending to engage in outside employment must submit a written notification to their immediate supervisor and appointing authority, stating the type of employment and the amount of time that will be spent on such employment. If employment continues, the notification must be resubmitted annually by the anniversary date of the initial notification for review.

## **ARTICLE 25. POLITICAL RIGHTS**

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During working hours, Valley Water employees shall not take an active part in opposing or supporting any ballot proposition or candidate for political office, nor, during working hours, shall an employee solicit or seek from any fellow employee or other person, any assessment, subscription or contribution for the support of or opposition to any ballot proposition or political candidate.

## **ARTICLE 26. CONTRACTING OUT**

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The right to contract and subcontract is vested exclusively in Valley Water, provided, however, if such contracting or subcontracting work would result in the layoff of an employee, Valley Water will follow the provisions of Article 16, Layoff.

## **ARTICLE 27. MISCELLANEOUS**

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### **Section 1. Full Agreement**

- A. It is understood that this MOU represents a complete and final understanding on all negotiable issues between Valley Water and the Union. This MOU supersedes all previous MOUs, Side Letters, or Letters of Agreement between Valley Water and the Union except as specifically referred to in this MOU. This MOU shall have precedence over all ordinances or rules covering any practice, subject, or matter specifically referred to in this MOU to the extent they conflict with this MOU. All ordinances or rules covering any practice, subject, or matter not specifically referred to in this MOU shall not be superseded, modified, or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this MOU, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject, or matter not specifically referred to or covered in this MOU, even though such practice, subject, or matter may not have been within the knowledge or contemplation of the parties at the time this MOU was negotiated and signed. In the event any new practice, subject, or matter arises during the term of this MOU and an action is proposed by Valley Water, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, Valley Water reserves the right to take action by management direction.

### **Section 2. Savings Clause**

- A. If any provision of this Agreement should be held invalid by operation of law, or by any court of competent jurisdiction, or if compliance with, or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations when requested by either party, for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

## **ARTICLE 28. TERM**

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This MOU shall become effective January 1, 2026 and shall remain in effect through December 31, 2029 and from year-to-year thereafter unless either party serves written notice on the other of its desire to terminate this MOU or amend any provision thereof at least one hundred twenty (120) days prior to December 31, 2029, or one hundred twenty (120) days prior to December 31 of any successive year.

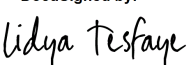
## REPRESENTING THE UNION

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 Robert Ewing Date 7/22/2026

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 Salam Baqleh Date 7/22/2026

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 Steven De La O Date 7/21/2026

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 Benjamin Gonzalez Date 7/22/2026

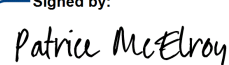
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 Lidya Tesfaye Date 7/23/2026

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 Meenakshi Ganjoo Date 7/22/2026

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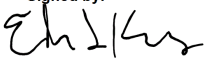
## REPRESENTING VALLEY WATER

Signed by:  
  
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 Melanie Richardson Date 7/29/2026

Signed by:  
  
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 Patrice McElroy Date 7/28/2026

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 Anna Lee Date 7/22/2026

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 Emily Meeks Date 7/21/2026

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 Edward L. Kreisberg Date 7/21/2026  
 Kreisberg Law Firm