

**MAGNA WATER DISTRICT  
LABOR AGREEMENT**

**June 1, 2023 through May 31, 2027**

THIS AGREEMENT is made and entered into this first day of June, 2023, by and between, MAGNA WATER DISTRICT hereinafter referred to as "EMPLOYER" and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 222, hereinafter referred to as the "UNION".

**ARTICLE 1 - PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto to set forth herein the agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto. The parties agree that this Agreement should be construed to address only those rates of pay, hours of work, and conditions of employment specifically mentioned in this Agreement.

In the event that there are any conflicts between the terms of this Agreement and the Magna Water Administrative Rules and Regulations (Magna Water AR&R), such conflicts shall be resolved in favor of applicable Federal and State regulations and rules, but otherwise resolved in a manner which best harmonizes the differences.

The Employer has the right to amend and modify the Magna Water AR&R at any time regarding any issue currently addressed in the Magna Water AR&R that has not been explicitly addressed in this Agreement. Notification will be provided to the Union at any point that the Employer changes or modifies the Magna Water AR&R's for information purposes only.

**ARTICLE 2 - RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining agency for all employees working for the Employer in the classifications outlined herein. The Union is not the collective bargaining agency for the following classifications:

District Manager

Controller

Water & Wastewater Managers

District Engineer

Human Resource Manager

Any person employed by the Employer on a temporary basis as that status is defined in the Magna Water AR&R 8.2.5.1.d., as long as it is not in conflict with any other term of this agreement.

Any newly hired employee who is currently employed in a probationary status as defined in Article 10 – Seniority.

The Union recognizes Magna Water District as collective bargaining agent for the Employer.

### **ARTICLE 3 - UNION SECURITY**

In the event the National Labor Relations Act is amended or repealed by legislative act or modified by the U.S. Supreme Court or the Utah Right-to-Work Act should be amended or modified by the Utah Supreme Court or repealed or modified by the Utah Legislature and provided some other statute does not prohibit same, then in that event, the parties hereto agree to open this Agreement for the purpose of negotiating a Union Security Clause or Agency Shop Clause permitted under the provisions of the amendments or modifications or repeal of the above-mentioned laws.

### **ARTICLE 4 – EMPLOYMENT PROCEDURE**

In the hiring of any person subject to this Agreement, Employer will not discriminate against applicants for employment because of union or non-union membership nor will the Employer discriminate against its employees for union or non-union membership.

### **ARTICLE 5 – MANAGEMENT**

The right to hire, promote, discipline, discharge, and to schedule working hours for employees is and shall be the sole responsibility of the Employer’s Management, subject only to express provisions in the Agreement which directly address or restrict these rights, such as the grievance procedures set forth in Article 23.

This right includes the right to establish, maintain, amend, and eliminate procedures, standards, rules, and regulations for hiring, promotion, discipline, and discharge subject only to express provisions in the Agreement which directly address or restrict these rights, such as the grievance procedures set forth in Article 23.

Additionally, the right includes the right to establish, maintain, amend, and eliminate standards of conduct and personnel policies, rules and regulations subject only to express provisions in the Agreement which directly address or restrict these rights, such as the grievance procedures set forth in Article 23 of this Agreement.

Finally, this right includes the right to install and use cameras or other surveillance equipment deemed necessary by the Employer to address the safety of the employees and protection from the theft or vandalism of Employer’s property, subject only to the restriction that such surveillance equipment may not be installed in restrooms or locker rooms.

## **ARTICLE 6– DISCIPLINE AND DISCHARGE**

**Section 1.** An employee may not be discharged except for just cause. Discharges shall be subject to the grievance and litigation provisions of this Agreement set forth in Article 23.

**Section 2.** The parties acknowledge that they have reviewed the Employer’s Drug and Alcohol policy found in the Magna Water AR&R in Section 8.11 and agree to its provisions, as may be subsequently amended as required by state or federal law, and implementation. It is agreed between the parties that, prior to any drug test performed by the Employer showing that an employee has violated the Employer’s Drug and Alcohol policy or within three days of any such test, any employee reporting to the Employer and Union of a drug and/or alcohol abuse problem may, once during such employee’s tenure, request, in writing, a ninety (90) day leave of absence without pay to seek professional assistance. Such period may be extended by mutual agreement between the parties. The employee agrees to provide the Employer and Union with proof of attendance in a recognized drug and/or alcohol abuse program.

**Section 3. Just Cause for Immediate Termination:** No warning or notice, prior to discharge, shall be required for the following offenses, which are deemed to be just cause for immediate termination: dishonesty, personal violence, drunkenness on the job, drug abuse, recklessness resulting in a serious accident, gross misconduct, gross insubordination, the carrying of unauthorized passengers, or job abandonment, which is defined as leaving the job for a period of three consecutive (3) days without notice to management or failure to return without prior approval. (Each of the above-identified offenses are collectively referred to as “**Serious Offenses.**”). The standards of conduct applicable for determining whether an employee has engaged in action constituting Serious Offenses are found in the June 30, 2016 version of the Magna Water AR&Rs, Chapter 8, Section 7.

### **Section 4. Progressive Discipline:**

**Step 1:** When an employee’s conduct is unsatisfactory for reasons other than those described above, the Employer shall advise the employee of his/her unsatisfactory conduct, verbally warn the employee and counsel with him/her.

**Step 2:** If the employee’s conduct continues to be unsatisfactory, the Employer will then give the employee a written warning notice with a copy submitted to the Union via email, fax or certified mail.

**Step 3:** Further misconduct on the part of the employee, within a period of twelve (12) months from the date of the written warning notice required in Step (2) above, may result in disciplinary suspension. When such suspension is given, the Employer shall meet with the employee and Union in an effort to correct the employee’s performance. Further misconduct, within the twelve (12) month period from the date of the original written warning notice, may result in discharge.

A copy of all written discipline notices shall be given to the employee and the Union. Such written notices must be issued within ten (10) calendar days of the violation and shall have a twelve (12) month limitation.

**ARTICLE 7 – CLASSIFICATIONS AND WAGES**

The Employer has created employment classifications based on certifications and other qualifications it requires its employees to have to perform the duties of that classification. The Classifications and associated wages currently covered by this Agreement are as follows:

<b>Classification</b>	<b><u>Current</u></b>	<b><u>Base Hourly Rates</u></b>			
		<b><u>Effective</u></b> <b><u>1/1/2024</u></b>	<b><u>Effective</u></b> <b><u>1/1/2025</u></b>	<b><u>Effective</u></b> <b><u>1/1/2026</u></b>	<b><u>Effective</u></b> <b><u>1/1/2027</u></b>
<b>Employee yearly increases</b>		<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>
<b>Service Maintenance Crew Lead</b>	<b>\$35.385</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>

<b>Service Maintenance Crew Lead / Wastewater Treatment Facility</b>					
	<b>\$36.406</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>

	<b><u>Current</u></b>	<b><u>Effective</u></b> <b><u>11/1/2024</u></b>	<b><u>Effective</u></b> <b><u>1/1/2025</u></b>	<b><u>Effective</u></b> <b><u>1/1/2026</u></b>	<b><u>Effective</u></b> <b><u>1/1/2027</u></b>
<b>*Service Maintenance</b>					
<b>4 Years</b>	<b>\$29.603</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>
<b>3 Years</b>	<b>\$25.755</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>
<b>2 Years</b>	<b>\$23.682</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>
<b>1 Year</b>	<b>\$21.314</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>

	<b><u>Current</u></b>	<b><u>Effective</u></b> <b><u>1/1/2024</u></b>	<b><u>Effective</u></b> <b><u>1/1/2025</u></b>	<b><u>Effective</u></b> <b><u>1/1/2026</u></b>	<b><u>Effective</u></b> <b><u>1/1/2027</u></b>
<b>*Service Maintenance / Wastewater Treatment Facility</b>					
<b>4 Years</b>	<b>\$30.626</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>
<b>3 Years</b>	<b>\$26.645</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>
<b>2 Years</b>	<b>\$24.501</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>
<b>1 Year</b>	<b>\$22.051</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>	<b>(+2.5%)</b>

	<b>Current</b>	<u>Effective</u> <u>1/1/2024</u>	<u>Effective</u> <u>1/1/2025</u>	<u>Effective</u> <u>1/1/2026</u>	<u>Effective</u> <u>1/1/2027</u>
<b>*Mechanic</b>	\$30.870	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)

---

<b>Accounts Payable Clerk</b>	\$28.160	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
-------------------------------	----------	---------	---------	---------	---------

---

	<b>Current</b>	<u>Effective</u> <u>1/1/2024</u>	<u>Effective</u> <u>1/1/2025</u>	<u>Effective</u> <u>1/1/2026</u>	<u>Effective</u> <u>1/1/2027</u>
<b>*Office Clerical</b>					
4 Years	\$27.681	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
3 Years	\$24.082	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
2 Years	\$22.145	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
1 Year	\$19.930	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)

---

	<b>Current</b>	<u>Effective</u> <u>1/1/2024</u>	<u>Effective</u> <u>1/1/2025</u>	<u>Effective</u> <u>1/1/2026</u>	<u>Effective</u> <u>1/1/2027</u>
<b>Lead Inspector</b>					
4 Years	\$35.85	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
3 Years	\$31.189	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
2 Years	\$28.68	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
1 Year	\$25.812	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)

---

	<b>Current</b>	<u>Effective</u> <u>1/1/2024</u>	<u>Effective</u> <u>1/1/2025</u>	<u>Effective</u> <u>1/1/2026</u>	<u>Effective</u> <u>1/1/2027</u>
<b>Accountant/Clerical Team Lead</b>					
4 Years	\$43.109	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
3 Years	\$37.764	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
2 Years	\$35.887	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
1 Year	\$31.598	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)

<b>Staff Engineer</b>					
<b>Engineer I</b>	\$31.25 to \$33.65	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
<b>Engineer II</b>	\$36.06 to \$43.27	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)
<b>Engineer III</b>	\$43.27 to \$50.48	(+2.5%)	(+2.5%)	(+2.5%)	(+2.5%)

**Senior Operator and Senior Clerical:** In addition to the above wages, employees satisfying the following requirements shall be designated Senior Operator(s) and/or Senior Clerical(s), with an increase of \$2.00 per hour:

***Senior Operator Designation***

To reach this designation, the employee needs to fulfill the following requirements:

- At least 12 years of service at MWD;
- Grade 4 Certification in their area of employment;
- Exhibit the ability and willingness to train and mentor fellow MWD staff; and
- Exhibit the ability and willingness to cover the employee’s team lead in their absence.

***Senior Clerical Designation***

To reach this designation, the employee needs to fulfill the following requirements:

- At least 12 years of service at MWD;
- Exhibit the ability and willingness to train and mentor fellow MWD staff;
- Exhibit the ability and willingness to cover the employee’s team lead in their absence; and
- Maintain a positive evaluation on those skills outlined within the job description.

If an employee earning the “Senior” designation fails to maintain any of these requirements after receiving the designation, MWD reserves the right to redesignate them to their prior status and wage.

**Tenure Based Increases:** In addition to the above wages, after six years of service, employees shall receive, in addition to their relative classification base wage, an increase equal to the following percentages; which is calculated based upon the number of years in service with the Employer:

7 to 9 years	+3%
10-19 years	+an additional 1.5% for a total of 4.5%
20 plus years	+an additional 1% for a total of 5.5%

**\*New Hires:** will receive as their wages in the employment year identified, an amount equal to the following percentages of the base hourly rate for the above classifications.

First Year	72%
Second Year	80%
Third Year	87%
Fourth Year	100%

1. New employees will be able to receive pay increases to accelerate their wage progression over and above the aforementioned percentages and up to full scale, by passing required certification tests.
2. The above provisions in this Article are subject to the periodic review set forth in Article 33.

3. The District Management has the discretion to begin new hires at a higher level and percentage, based on his/her qualifications. If an employee is hired at a higher level and percentage, it does not nullify any yearly wage increases, nor does it nullify any tenure-based increases, defined by this agreement.
4. **Bonuses:** Employer may give bonuses at the District Manager's or Board's discretion.

## **ARTICLE 8 – NEW CLASSIFICATIONS**

**Section 1.** Whenever new classifications that involve positions that (1) are non-supervisory or non-managerial and (2) are not covered by classifications contained herein are created, then in that event, negotiations will be entered into by the parties hereto, to establish rates of pay for such classifications.

**Section 2.** In the event the Employer has a need to retain the services of a subcontractor to perform work normally performed by bargaining unit employees on a temporary basis, the Employer will provide the Union reasonable notice in advance and identify the work being temporarily subcontracted. If any bargaining unit member's wages, hours, or working conditions are adversely affected, the Union and the Employer shall bargain over the effects of the subcontracting upon such bargaining unit members. At the conclusion of the temporary subcontracting, all work shall revert back to the bargaining unit on the same conditions previously existing. In addition to the right to temporarily subcontract, the Employer shall have the right to subcontract work where such work requires specialized equipment or specialized knowledge not then possessed by members of the bargaining unit so long as the same does not result in a reduction in force, or reduction of hours, of the bargaining unit members.

The parties confirm that temporary employees will not be performing bargaining unit work except to the extent permitted by Article 8, Section 2.

## **ARTICLE 9 – HOURS AND OVERTIME**

The normal work week for all employees shall consist of 40 hours. The standard schedule shall consist of four ten-hour work days Monday through Thursday (the "4/10 work week"). All hours worked in any one day in excess of ten (10) hours for a 4/10 work week shall be paid for at the rate of time and one-half (1 1/2). All hours worked in excess of forty (40) hours in any one work week shall be paid at the rate of time and one-half (1 1/2) provided that there be no pyramiding of overtime.

Overtime shall not be paid under more than one of the above classes of overtime for the same hours worked.

## **ARTICLE 10 – SENIORITY**

Employees shall be permitted to bid on any non-lead job openings before the Employer hires new people to fill the vacancies. All bidding on open non-lead positions by employees of the Employer in the classifications covered by the terms of this Agreement shall be based on seniority as listed on the seniority roster, subject to the minimum certification requirements for each such position.

Employees shall be permitted to bid on any lead job openings before the Employer hires new people to fill the vacancies. All bidding on open lead positions by employees of the Employer in the classifications covered by the terms of this Agreement shall be based on the most qualified candidate from the seniority list, as determined by the Employer's interviewing process, with the most senior employee provided an additional 20 points to his or her interview score. The interview score shall be determined by the employee's answers to ten interview questions to determine leadership qualities, with each question providing a possible score of ten points. The interview panel shall consist of the General Manager, the HR Manager, the Operations Manager or Wastewater Manager, and Legal Counsel.

Any employee selected to fill an open position, whether a lead position or a non-lead position, shall be allowed up to a thirty (30) day probationary period to demonstrate that he or she will adequately perform the duties of that position. If he or she fails to adequately perform, the employee may return to his/her former job.

An employee of the Employer will have the right of first refusal to fill a management position if he or she meets the minimum qualifications necessary to fill the position, such qualifications to be determined solely at the discretion of the Board of Trustees.

The Employer shall post on the bulletin board a list of employees within the bargaining unit covered by this contract, denoting their seniority standing. The seniority list shall be posted January 1st of each year. A copy of the seniority list shall be furnished to the Union. Any protest of the seniority list has to be made in writing to the Employer and the Union by February 1st of that same year. Failure to make such protest by an individual will result in the seniority list remaining as posted.

As described in Article 2 of this Agreement, probationary employees (i.e., newly hired or newly rehired employees still within the probationary period authorized by Section 8.2.6 of the Magna Water AR&Rs, which is a 90-day period for the purposes of pension contributions under this Agreement) shall not be subject to the provisions of this Agreement (except for the Pension Plan Article of this Agreement) and they shall have no seniority and may be discharged during their trial period without recourse. Additionally,



an employee gains no seniority while in a probationary status. Once an employee is no longer probationary, the employee's seniority standing shall include the probationary time. Thus, a non-probationary employee's seniority shall be calculated from the original date of employment and shall include any time spent after that time in a probationary status.

An employee's seniority continuity shall not be broken because of layoff where lack of business is the cause. A leave of absence shall not be considered a break in continuous service.

Seniority shall apply in making layoffs. Those employees laid off first shall be the first to be re-employed in the reverse order of their layoff prior to the Employer employing any other individual for the classification of work covered by this Contract.

An employee shall lose his/her seniority status and his/her name shall be removed from the seniority list under any of the following conditions:

1. If he/she quits or resigns.
2. If he/she is discharged for cause.
3. If he/she is laid off and receives a blue slip and does not respond to recall within ten (10) calendar days.
4. If he/she is laid off and such layoff continues for a period in excess of two (2) years.

All overtime work shall be offered and distributed equally to all employees according to their qualifications and seniority, subject to availability and willingness to accept the overtime.

Regardless of seniority, to maintain efficient operations, cross-training may be required to provide support to all departments of Employer.

Employees will be entitled to differential pay for all hours in which they work as an operator at the Wastewater Treatment Plant if the employees are not currently designated as Wastewater Treatment Plant employees.

No reduction in pay shall result for hours worked by an employee in a position that is a lower classification than the employee's classification.

#### **ARTICLE 11- REPORTING TIME**

Employees shall be guaranteed and are expected to work forty (40) hours of work each calendar week, which equates to an annual work year of 2080 hours, or shall be paid therefore. Employees may be used to perform other/non-bargaining unit work in order to work the minimum number of hours outlined above.

#### **ARTICLE 12 - VACATIONS**

## Section 1. Hours

a. Employees shall receive one (1) week vacation with pay at the end of one (1) year of continuous service; two (2) weeks of vacation with pay at the end of two (2) years of continuous service; three (3) weeks of vacation with pay at the end of seven (7) years of continuous service; four (4) weeks of vacation with pay after fifteen (15) years of continuous service; five (5) weeks of vacation with pay after twenty (20) years of continuous service; and six (6) weeks of vacation with pay after twenty-five (25) years of continuous service.

After eleven (11) years	-three weeks plus 8 hrs
After twelve (12) years	-three weeks plus 16 hrs
After thirteen (13) years	-three weeks plus 24 hrs
After fourteen (14) years	-three weeks plus 32 hrs
After fifteen (15) years	-four weeks
After sixteen (16) years	-four weeks plus 8 hrs
After seventeen (17) years	-four weeks plus 16 hrs
After eighteen (18) years	-four weeks plus 24 hrs
After nineteen (19) years	-four weeks plus 32 hrs
After twenty (20) years	-five weeks
After twenty-one (21) years	-five weeks plus 8 hrs
After twenty-two (22) years	-five weeks plus 16 hrs
After twenty-three (23) years	-five weeks plus 24 hrs
After twenty-four (24) years	-five weeks plus 32 hrs
After twenty-five (25) years	-six weeks

b. Vacation shall be based on a forty (40) hour week at the basic rate in effect at the time vacation is taken. A change in classification in less than six (6) months before vacation is taken shall not affect basic rate in computing vacation. Layoff because of lack of business shall not be considered a break in continuous service. Vacation pay shall be paid employees on the pay period prior to their taking vacation, if requested by employee.

**Section 2.** Employees who are terminated will receive vacation pay at a prorated rate at time of termination in lieu of vacation time.

**Section 3.** The time of year vacations are to be taken, shall be arranged by mutual agreement between the employee and Employer. In the event that two employees select the same period for vacation, vacation shall be granted as follows: Each employee must schedule all vacation at the beginning of each quarter. An employee's request for vacation in a particular quarter must be submitted between the first working day and the first Wednesday of the week immediately preceding that quarter. An employee requesting vacation at the beginning of the quarter will have preference over any employee subsequently requesting leave. If more than one employee requests the same date for vacation at the beginning of the quarter or if no such request was made, the request of the employee having seniority will have preference over the request of an employee with less seniority ("Junior Employee"). The District Manager has discretion to override the

requested vacation if any such request would leave the Employer with insufficient manpower.

**Section 4.** Vacations must be taken within the year granted, except for eighty (80) hours, which may be cashed out, all or in part, three days prior to “Black Friday” (the day after Thanksgiving), through the last paycheck in December of the year granted. Unused or unpaid vacations will be forfeited on December 31st of the year granted. Pro-rated vacations will be paid only after completion of one (1) year continuous service.

Whenever a paid holiday falls within the vacation period of an employee, the employee shall be compensated an additional day's pay for said holiday.

Employees, who after completing one (1) full year of continuous service and who are eligible for vacation pay, will be allowed to take their vacation after January 1st of any subsequent year and will not have to wait for their hiring anniversary date.

**Section 5.** Vacation time can be used at the Employee’s request to compensate for time needed due to an unplanned Emergency.

**ARTICLE 13 – SICK LEAVE**

An employee shall earn sick/personal leave at the rate of two (2) hours per pay period and will be able to accumulate an unlimited number of sick/personal leave days. An employee working a 4/10 work week may use sufficient personal/sick leave to allow the employee to take an additional full day of vacation if his or her vacation hours are insufficient to complete a full work day.

Employees, who now have a bank of sick/personal leave, will retain this bank. In the event an employee is terminated or quits the Employer for any reason, except for just cause, the employee will receive one-hundred percent (100%) of his/her accumulated sick/personal leave.

**ARTICLE 14 – LUNCH PERIOD & BREAKS**

A general unpaid lunch period will be provided for all employees.

- Office personnel; will be provided a half-hour unpaid lunch break during their shift.
- Sewer Plant Employees; will be provided a half-hour unpaid lunch break during their shift.
- Other Employees; will be provided a half-hour unpaid lunch break during their shift.

The Employer retains the right to schedule an employee’s unpaid lunch period at different times as business necessity requires, such as staggering lunch periods for office employees to ensure that the office and telephones are manned at all times. All Employees will be granted a paid fifteen (15) minute break approximately halfway through the first half of their shift and a paid fifteen (15) minute break approximately halfway through the second

half of their shift. The breaks begin at the stop of work and end at the recommencement of work.

**ARTICLE 15 – CALL-OUT TIME**

a. Any employee called out to work other than his/her regular shift shall be paid at the overtime wage rate, with a minimum payment equivalent to three (3) hours of work. This, however, shall not apply to overtime work performed consecutive to the regular shift.

b. Employees at the Sewer Plant shall be paid three (3) hours at his/her regular overtime rate for checking the Sewer Plant operation during the night after he/she has completed his/her regular shift on that day.

c. **On-Call** – Employees who are on-call during weekdays (Mon–Thurs), will receive additional compensation of three (3) hours pay, per day on call, at his/her hourly overtime rate. Employees who are on-call during the weekend (Friday, Saturday, Sunday) or on a holiday set forth in Article 16 will receive additional compensation of four (4) hours pay, per day on call at his/her hourly overtime rate.

**ARTICLE 16 – PAID HOLIDAYS**

The following holidays will be considered paid holidays:

- |                        |                  |
|------------------------|------------------|
| New Year’s Day         | Labor Day        |
| Martin Luther King Day | Columbus Day     |
| Washington's Birthday  | Veterans Day     |
| Memorial Day           | Thanksgiving Day |
| Juneteenth             |                  |
| Fourth of July         |                  |
| Twenty-fourth of July  | Christmas Day    |

When work is performed on the above holidays, it shall be paid for at two and one-half (2 1/2) times the basic rate of pay and if no work is performed, the employee shall be paid at the regular straight time for a ten (10) hour day for a 4/10 work week. If a designated holiday falls on a Friday, Saturday, or Sunday, the employees shall be paid for the hours worked that week and receive pay for an additional ten (10) hours representing the holiday.

The Employer retains discretion if at any point a designated holiday would leave the Employer with insufficient manpower as to be able to cover day to day operations at all times.

If an Employee’s normal scheduled work day falls on a holiday, and the Employee’s normal weekly work schedule is reduced from four (4) ten (10) hour shifts to three (3) ten (10) hour shifts, therefore giving the employee the Holiday off for that week, the Holiday will be counted as straight time and will count towards the calculation of overtime for that week.

To be eligible for holiday pay an employee must have been employed by the Employer for at least thirty (30) days and must be on the active payroll.

The above-named holidays will be observed on the day recognized by the state or nation.

#### **ARTICLE 17 – REDUCTION OF WAGES OR HOURS**

No employee of the Employer, who prior to the date of this Agreement was receiving more than the rate of wages designated in the schedule herein, for the class of work in which the employee is engaged, shall suffer reduction in hourly rate or wages because of the adoption of this Agreement.

#### **ARTICLE 18 – LEAVE OF ABSENCE**

**Section 1.** Pursuant to Magna Water AR&R 8.4.9, a leave of absence, not to exceed one-hundred twenty (120) days, will be granted an employee without pay only under documented extreme and unusual circumstances. A request for a leave of absence must be made in writing to the District Manager who may, in his or her sole discretion, determine whether the request includes circumstances that are extreme and unusual.

**Section 2.** Vacation days and sick leave days will not accrue while an employee is on leave without pay. A leave of absence shall not jeopardize an employee's seniority standing. Lack of work shall constitute a reasonable purpose for leave of absence. However, if lack of work is the reason for a leave of absence, the period of that leave of absence shall not be calculated in determining an employee's seniority standing.

#### **ARTICLE 19 - BUSINESS REPRESENTATION**

The Business Representative or other duly authorized representative of the Union, Local no. 222, shall be permitted to visit the Employer's operations.

#### **ARTICLE 20 - HEALTH AND WELFARE**

**Section 1.** The Utah-Idaho Teamsters Security Fund, the terms of which are embodied in a separate Agreement, is by reference made part of this Agreement as though fully set forth herein.

**Section 2.** Effective June 1, 2023, based on the hours worked in May 2023, the Employer shall pay (\$1,584.89) one thousand five hundred eighty-four dollars and eighty-nine cents per month, into said Utah-Idaho Teamsters Security Fund "Teton Plan" on behalf of each employee. This includes Life Insurance and Plan D, Retirees Health and Welfare Benefit ("H&W Plan"), for every eligible employee covered by this Agreement who worked (80) eighty hours or more in the preceding month.

**Section 3.** Effective June 1, 2023 based on May 2023 hours worked, the total monthly cost of the H&W Plan, is \$1,584.89 per employee covered. From the \$1,584.89 total cost of the

Plan, the current amount of thirty-five dollars and thirty-nine cents (\$35.39) is first drawn from the Magna Water Health & Welfare Reserve, leaving the adjusted total cost of \$1,549.50 to be paid by the employer and employee. Based on an agreed upon ratio of Employer / Employee contribution to the total cost of the plan, 97% (\$1503.00) of the total cost of the plan will be paid by the Employer and 3% (\$46.50) of the total cost of the plan will be paid by the Employees. This 97% / 3% ratio shall remain in effect up through January 1, 2027.

- a. Effective January 1, 2024, 50% of any additional increases to the Utah Idaho Health & Welfare Insurance Plan will be drawn from the Magna Water Health and Welfare Reserve. The remaining 50% of any potential additional increases to the Health & Welfare Plan will be subject to the Employer/Employee cost share as defined in Section 3.
- b. Effective January 1, 2025, 50% of any additional increases to the Utah Idaho Health & Welfare Insurance Plan will be drawn from the Magna Water Health and Welfare Reserve. The remaining 50% of any potential additional increases to the Health & Welfare Plan will be subject to the Employer/Employee cost share ratio as defined in Section 3.
- c. Effective January 1, 2026, 50% of any additional increases to the Utah Idaho Health & Welfare Insurance Plan will be drawn from the Magna Water Health and Welfare Reserve. The remaining 50% of any potential additional increases to the Health & Welfare Plan will be subject to the Employer/Employee cost share ratio as defined in Section 3.
- d. Effective January 1, 2027, 50% of any additional increases to the Utah Idaho Health & Welfare Insurance Plan will be drawn from the Magna Water Health and Welfare Reserve. The remaining 50% of any potential additional increases to the Health & Welfare Plan will be subject to the Employer/Employee cost share ratio as defined in Section 3.

**Section 4.** The Trustees of the Utah-Idaho Teamsters Security Fund shall determine from time to time the nature and amount of benefits, and all other questions of eligibility for benefits under said Health and Welfare Program.

**Section 5. Medical, Pharmaceutical, Dental Care, and Vision Eligibility:** An employee becomes initially eligible for benefits on the first day of the month next following completion of two (2) calendar months of employment during which he/she worked at least eighty (80) hours. Contributions are to be paid to said Fund, on behalf of all employees, including the two (2) months worked prior to establishment of eligibility.

**Section 6.** The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

**Section 7.** It is agreed that the plan established shall be in conformance with all applicable laws and payment by the Employer shall not be considered wages to the employee.

**Section 8.** The Employer will maintain the present “Teton Plan” and Plan D, Retirees’ Coverage, unless changed by the Trustees as referenced in Section (4) above.

**Section 9.** The Retirees Plan may be amended from time to time by the Trustees of the Utah-Idaho Teamsters Security Fund. In the event the Retirees’ contribution rates, indicated above, are not sufficient to maintain the Retirees Plan D schedule of benefits, then in that event, the Trustees may require retirees to make monthly self-payment of contributions into the Retirees reserve and/or may reduce benefits of the plan.

The above provisions of this Article are subject to periodic review as set forth in Article 33.

#### **ARTICLE 21 – CHECK-OFF**

The Employer shall, if requested by the Local Union, upon being furnished with an instrument in writing by the employee authorizing the Employer to do so, deduct from the pay of an employee covered by this Agreement, D.R.I.V.E., union dues, initiation fees and assessments and promptly remit all such deductions to the Local Union subject to the conditions hereinafter stated in this Article.

The Local Union shall furnish to the Employer a monthly statement showing the names of all employees of such Employer for which deductions have been authorized and the amounts to be deducted in accordance with such authorization.

The Employer shall, also, if requested by the Local Union, upon being furnished with an instrument in writing by the employee authorizing the Employer to do so, deduct from the pay of an employee covered by this Agreement payments to the Teamsters Federal Credit Union and promptly remit all such deductions to the Credit Union subject to the conditions hereinafter stated in this Article.

#### **ARTICLE 22 - SAVINGS CLAUSE**

It is the intent of the parties hereto to observe and comply with all laws, rules and regulations of the Federal and State Governments and their various subdivisions. In the event that any provisions of this Agreement are finally held to be illegal or void by any court or agency of competent jurisdiction as being in contravention of any such laws, rules or regulations, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. Should any part of this Agreement be held invalid by a court of competent jurisdiction, the parties hereto agree to meet immediately and re-negotiate the parts or part affected.

#### **ARTICLE 23 – GRIEVANCE PROCEDURE AND LITIGATION**

**Section 1.** During the term of this Agreement there shall be no strikes or lockouts.

**Section 2.** Any dispute that arises as to the interpretation or application of any of the terms or provisions of this Agreement between an employee and Employer or Employer and Union, as well as any timely grievance filed by an employee pursuant to Article 6 of this Agreement, shall be handled as follows:

**Step 1:**

**a. Employee Grievance:** Complaints and/or grievances related to the discipline or discharge of an employee under Article 6 of this Agreement shall be filed, in writing, via email, fax, or certified mail with the District Manager and the Union within ten (10) calendar days after the discipline or discharge or be forever waived ("Employee Grievance"). The District Manager and the Union Representative shall meet within seven (7) calendar days after the filing of the Employee Grievance or a time mutually agreed upon, to attempt to resolve the grievance.

**b. Interpretation Question:** If there be any question as to the interpretation of this Agreement by any of the parties hereto as to the meaning of any of the provisions of this Agreement, other than an Employee Grievance, an attempt shall be made immediately to settle such controversy amicably between the employee asserting a particular interpretation and his/her immediate supervisor through a meeting with the District Manager and the employee and/or Union Representative ("Interpretation Question").

**Step 2:** If the parties are unable to resolve the Employee Grievance or Interpretation Question through the meeting required by Step 1, above, the Union shall request a hearing meeting with the Secretary/Treasurer of the Union and the Board of Trustees of the District for the purpose of attempting to amicably settle the controversy.

**Step 3:** In the event that the representatives in the hearing meeting described in Step 2 cannot mutually settle the matter, then, within thirty (30) calendar days from the date of the hearing meeting described in Step 2, either party may initiate an action in the Third Judicial District Court in and for Salt Lake County, State of Utah, which shall have exclusive jurisdiction over any matter arising under or relating to this Agreement. Failure to initiate an action in the Third Judicial District Court within the time set forth herein shall constitute a bar to any action.

**ARTICLE 24 - PENSION PLAN**

**Section 1.** The Employer shall contribute to the Western Conference of Teamsters pension Fund on account of each member of the bargaining unit for each hour for which compensation is paid (straight-time and overtime hours worked, holiday, vacation, bereavement leave, sick leave, jury duty, etc.) as follows:

Effective June 1, 2023, the hourly contribution rate is \$5.65 per compensable hour, which includes \$0.80 for the Program for Enhanced Early Retirement (PEER/80).

The contributions rates shall be:



- a. Effective January 1, 2024, the hourly contribution rate shall be \$5.80 per compensable hour, which includes \$0.80 for the Program for Enhanced Early Retirement (PEER/80).
- b. Effective January 1, 2025, the hourly contribution rate shall be \$5.95 per compensable hour, which includes \$0.82 for the Program for Enhanced Early Retirement (PEER/80).
- c. Effective January 1, 2026, the hourly contribution rate shall be \$6.10 per compensable hour, which includes \$0.84 for the Program for Enhanced Early Retirement (PEER/80).
- d. Effective January 1, 2027, the hourly contribution rate shall be \$6.25 per compensable hour, which includes \$0.86 for the Program for Enhanced Early Retirement (PEER/80).

**Section 2.** The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

**Section 3. Pension Break in Rate:** For temporary agency personnel or probationary employees hired or utilized for the first time on or after June 1, 2006, the employer shall pay an hourly contribution rate of \$0.10 (including \$.01 for PEER/80) during any probationary period or the initial period of utilization, but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work.

After the expiration of the probationary period, or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than ninety (90) calendar days from an employee's first date of hire (into the bargaining unit) or first date of utilization as a temporary employee, the contribution shall be increased to the full standard contractual rate. Contributions shall be calculated on the same basis as described in Section 1 of this Article.

**Section 4.** Because of the Employee Retirement Income Security Act of 1974 (ERISA), the parties understand that the Trustees of the Fund will amend the Western Conference of Teamsters Pension Plan effective January 1, 1976, to provide, among other things, for a reduction in benefits for employees who retire under the Plan after December 31, 1975 (Retiring Employees), and to provide that if the parties to a collective bargaining agreement in effect on January 1, 1976, furnish written evidence to the Trustees of a binding and irrevocable agreement, substantially in the form of this Agreement who retire (other than for disability) after December 31, 1975, will be restored as of the effective date of their retirement to (or if such written evidence is received by the Trust prior to January 1, 1976, such plan benefits will not be reduced from) the level of benefits provided under the Plan in effect as of December 31, 1975.

**Section 5.** The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate

the determination of the hours for which contributions are due (however, the amount contributed not to be increased), the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

**Section 6.** By the execution of this Agreement, the Employer authorizes the Employer's Association and/or Employer which are parties hereto to enter into appropriate trust agreements necessary for the administration of such fund and to accept the Employer Trustees under such agreement hereby waiving all notices thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

**Section 7.** The above provisions in this Article are subject to the periodic review set forth in Article 33.

#### **ARTICLE 25 - PROTECTION OF RIGHTS**

No employee covered by this Agreement shall be discharged or discriminated against for refusing to cross a bona-fide recognized picket line except where necessary to fulfill the Employer's obligations to the public according to State Law.

#### **ARTICLE 26 - JURY DUTY**

The Employer agrees to pay to any employee, who is called to serve on a jury, his/her regular rate of pay for that day less the amount the employee receives for being called on jury duty.

#### **ARTICLE 27 - BEREAVEMENT**

All employees will receive five (5) days of bereavement leave upon the death of any member of the employee's immediate family. For purposes of this Article 27, immediate family means the employee's spouse, domestic partner, son, daughter, step-children, mother, father, father-in-law, and mother-in-law.

All employees will receive three (3) days of bereavement leave upon the death of any member of the employee's extended family. For purposes of this Article 27, extended family means the employee's step-parents, sister, brother, grandmother, grandfather, grandchildren of either parent, sister-in-law and/or brother-in-law.

Bereavement leave may be used at the employee's discretion, from the date of death through a period of three (3) weeks thereafter. Bereavement can be broken up and does not have to be used during consecutive days, as long as it is taken within the aforementioned (3) weeks.

#### **Article 28 – D.R.I.V.E.**

The Employer shall also deduct from the wages of each employee covered by this Agreement, who executes and delivers a written authorization in the form approved by the Union, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her wages on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. national headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's wages.

### **Article 29 – ON CALL / VEHICLES**

In an effort to keep call response times to a minimum, employees designated to be in "On Call Status" shall be able to use the company vehicle for personal use, under the following circumstances:

- There will be no unauthorized passengers allowed in the company vehicle at any time.
- The employee does not drive more than 10 miles away from his/her residence while in "on call status", unless said employee is driving towards the Employer's facilities, therefore lessening any potential call response time.
- Any use of company vehicles needs to be within reason.
- The maximum on-call response time shall be 30 minutes for all employees added to the on-call rotation and employees hired after the effective date of this Agreement. All employees on the on-call rotation prior to the effective date of this Agreement are grandfathered and are not subject to the maximum on-call response time.

**Construction On-Call:** The requirements for the on-call rotation pool for construction:

- Minimum of 6 employees on the rotation;
- Minimum certifications: Grade I Water Distribution; Grade I Sewer Collections; and
- Employee joining the rotation and being removed from rotation will be determined by the Operations Managers, based on being found competent in the areas of coverage.

**Wastewater Treatment Plant On-Call:** The requirements for the on-call rotation pool for Wastewater Treatment Plant:

- Minimum of 4 employees on the rotation;
- Minimum Certification: Wastewater Treatment II, this may be waived by the Wastewater Manager if deemed necessary (Current on-call employees will be grandfathered in); and

- Employee joining the rotation and being removed from rotation will be determined by the Wastewater Operations Manager based on being found competent in the areas of coverage.

**EDR Plant On-Call:** The requirements for the on-call rotation pool for EDR Plant:

- Minimum of 4 employees on the rotation;
- Minimum Certification: Water Treatment IV, this may be waived by the Water Operations Manager if deemed necessary (Current on-call employees will be grandfathered in); and
- Employee joining the rotation and being removed from rotation will be determined by the Water Operations Manager based on being found competent in the areas of coverage.

### **Article 30 – SPECIFIC ANTICIPATED MANAGEMENT POSITIONS**

The following three (3) management positions may open within the term of the current contract period. The positions are:

- Global Information System / IS position
- District Operations / Maintenance Engineer position
- Assistant General Manager position

All of these management positions require at least a (4) year bachelor’s degree in their appropriate fields. None of the aforementioned positions will perform “bargaining unit work” at any time.

### **Article 31 – Uniforms & Boots**

- For safety considerations, all employees will be required to use uniforms and the laundering service, both of which will be provided by Employer. Additionally, the Employer will provide each employee safety footwear that are slip resistant and protective-toed as selected by the employee from a supplier designated by Employer each calendar year at a minimum or as determined by an Operations Manager.

### **ARTICLE 32 - ASSIGNEE CLAUSE**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. With the exception of the Employer’s right to lease temporary employees, it is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale, transfer or lease.

### **ARTICLE 33 – TERM OF AGREEMENT**

The term of this Agreement shall be Four (4) years, commencing on June 1, 2023 and ending on May 31, 2027, and may be extended for additional periods of one (1) year thereafter or at such other times as either party may deem necessary upon fourteen (14) days written notice, for review and modification with the Union and approved by the Employer's Board of Trustees based solely on actual gross revenue changes of more than one percent (1%) from budgeted gross revenues using the actual and budgeted revenues for the prior twelve calendar months and/or catastrophic events or other such major changes in circumstances over which the Employer has no control. Should either party desire to modify any portion of any of the terms hereof, it shall provide notification to the other party with a brief description of the major modifications desired

Notices as herein provided, by either party prior to June 1, 2027, or at the end of any subsequent annual extension shall be given not later than the first day of April 2027, or any annual extension thereof. If such notice is not given within said period of time, then this Agreement shall automatically renew itself for an additional period of one (1) year as herein provided.

Negotiations between the parties pursuant to the notice as hereinbefore provided, shall commence not later than thirty (30) days from the date of such notice. The terms of this Agreement shall continue in full force and effect during such negotiations and until either party shall give notice of termination.

Such notice of termination may be given only while said negotiations are continuing and only after the term of this Agreement has expired during said negotiations.

All notices required by this Article shall be given by United States Certified Mail to the office of the Employer of the Union with return receipt requested.

**FOR THE EMPLOYER:  
MAGNA WATER DISTRICT**

BY \_\_\_\_\_

BY Dan & S. Tuwat

BY Jeff White

**FOR THE UNION:  
TEAMSTERS LOCAL # 222**

BY \_\_\_\_\_

Spencer Hogue, Secretary-Treasurer

BY Marty Cowin

Marty Cowin, President

DATED this 14<sup>th</sup> day of May, 2023.