



**Memorandum of Understanding**

**between**

**West County Wastewater District**

**and**

**Public Employees' Union, Local No. 1**

**Administrative/Clerical Unit**

**July 1, 2019 through June 30, 2022**

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This Memorandum of Understanding is made and entered into effective July 1, 2019, by and between the West County Wastewater District("District"), and the Public Employees Union, Local One, Administrative/Clerical Unit("Union"). This Memorandum of Understanding rescinds and supersedes all prior Memoranda of Understanding.

## **ARTICLE I            RECOGNITION**

Pursuant to and in accordance with all of the applicable provisions of the California Government Code Section 3500, et. seq., the District recognizes the Union as the exclusive representative for all of regular full-time and part-time employees of the District in the classifications listed in Appendix A. This representative unit shall be called the "Administrative/Clerical Unit."

## **ARTICLE II            UNION MEMBERSHIP**

The Union shall be responsible for notifying the District in writing of when to commence and cancel membership dues deductions. The District agrees to withhold Union dues from all Union members at an amount to be determined by the Union and communicated in writing to the District annually. The District shall not deduct an agency fee nor any other payment to the Union from nonmembers.

The authorization for payroll deductions shall specifically require the employee and the Union (Local One, AFSCME) to agree to hold the District harmless from all claims, demands, suits or other forms of liability that may arise as a result of any deductions made under this Article.

In accordance with CA Government Code Section 3555 et seq.:

If the Union Field Representative is not available, the Union shall designate an alternate who will serve as the contact for New Employee Orientation (NEO) related matters.

The District shall provide the Union NEO contact with at least ten (10) days' notice of the NEO date barring an urgent need critical to the District's operations that was not reasonably foreseeable.

As part of the NEO process, the District shall provide the Union the employee's name, job title, work location, home address, work/home/cell numbers and personal email address (from District files) within 30 days of the date of hire or by the first pay period of the month following hire, and also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days.

The Union NEO contact shall be allowed up to 30 minutes to meet with the new employee.

## **ARTICLE III            UNION ACCESS**

- a) Upon approval of the General Manager, the Union and its members who are employees of the District shall be allowed to utilize District facilities four union related activities at reasonable hours.
- b) The District shall provide space on one existing bulletin board at each work facility for Union material. Such material shall be limited to notices which set forth Union function times, dates, location and subject matter.

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- c) Upon request, an employee may have a representative present during any disciplinary interview which the employee reasonably believes may result in discipline.
- d) The District shall provide to the Union the names, addresses and telephone numbers of employee members of the Union twice each year if requested by the Union.

## **ARTICLE IV                    GRIEVANCE PROCEDURE**

### **Definition**

Definition of a grievance is any dispute between the Union and the District or an employee and the District with respect to the meaning, interpretation, application and enforcement of this Memorandum of Understanding.

- a) At any step of this grievance procedure, an aggrieved employee may represent him/herself or may choose to have union representation.

Step I: An aggrieved employee may first meet and discuss with his/ her first level supervisor outside the bargaining unit any grievance, as defined above, within seven calendar days of the alleged violation of the Memorandum of Understanding before reducing the grievance to writing. If the employee and supervisor are unable to resolve the matter, the employee must file a written grievance as set forth below.

Step II: An aggrieved employee must file the grievance in writing with his/her first level supervisor outside the bargaining unit within 21 calendar days of the alleged violation of the Memorandum of Understanding. If the employee and supervisor are unable to resolve the matter, either party may refer the grievance to Step III within 21 calendar days. The grievance must be in writing and state the section(s) of the Agreement that the employee/union believes have been violated and the remedy sought.

Step III: The matter shall be referred in writing to the employee's Department Head within 21 calendar days if they are not satisfied with the Step II response. The Department Head shall review the matter and respond to the employee or his/ her representative within 21 calendar days. If the employee is not satisfied with the response of the Department Head at Step III, he/she may refer the matter to Step IV within 21 calendar days of the Step III response.

Step IV: Upon the request of either party, the General Manager or his/her designated representative shall review the matter and respond to the employee or his/ her representative within 21 calendar days of the referral to Step IV.

Step V: If an employee or his/her representative is not satisfied with the Step IV response, he/she may file an appeal with the Board of Directors through the Board Secretary within 21 calendar days. The appeal must be in writing setting forth the provisions of the Agreement violated, how it was violated and the

suggested remedy. The Board shall consider both sides of the matter and issue a final and binding decision within 45 calendar days of receipt by the Board Secretary.

- a) Discharge, Suspension, Disciplinary Demotion. In grievances involving only discharges, suspension or disciplinary demotion, the Union may request, within 21 calendar days of the Step IV response, that the matter be referred to a neutral arbitrator for an advisory, non-binding opinion. After the decision of the arbitrator, the matter shall be referred to the Board of Directors for final determination. The parties shall share the cost of the arbitrator equally.
- b) Contract Interpretation (all grievances other than discipline). The procedure outlined above in Step V (a) (advisory arbitration) may be used by the Union one time each contract year for grievances involving contract interpretation.
- c) The parties agree to make every reasonable attempt to respond within the time limits set forth herein. However, upon mutual consent, the parties may extend the time limits.
- d) Failure at any step of the procedure to communicate a decision on a grievance within the specified time limits shall mean that the grievance is denied at that step and shall permit the lodging of an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance.
- e) The Unit President or Shop Steward and grievant may request up to one hour of release time off work to prepare for the initial grievance meeting (Step II). The Unit President or the Shop Steward and the grievant shall be afforded release time off work to attend meetings with the District at Step II or above.
- f) The District shall afford paid release time off work of up to one hour to employee witnesses who may be called to testify at an arbitration. The parties agree to cooperate as much as reasonably possible in the scheduling of witnesses.

## **ARTICLE V                    DISCIPLINARY ACTIONS**

It is the Policy of the District that, whenever possible, progressive discipline shall be utilized. In all cases, the action taken by the District shall be commensurate with the offense.

- a) Employees of the District may be disciplined for just cause.
- b) Disciplinary actions may include the following:
  - 1. Verbal reprimand
  - 2. Written reprimand
  - 3. Suspension
  - 4. Reduction in pay
  - 5. Demotion

## 6. Discharge

### **Grievance Availability**

Employees, except probationary employees, may appeal a disciplinary action through the grievance procedure.

### **Probationary Employees**

Probationary employees, except those who are serving a probationary period pursuant to promotion or job change, may be disciplined up to and including discharge for any reason. Such action shall not be subject to any appeal. It is understood that employees who are serving a probationary period pursuant to a promotion or job change may be returned to their previous job without any appeal rights. Employees returned to their previous jobs under this section shall be provided with the reasons for the District's decision.

### **Skelly Rights**

The District agrees to comply with established laws of the State of California regarding due process and notice to the employee of disciplinary action.

## **ARTICLE VI            ACCESS TO PERSONNEL FILES**

- a) The District shall, at reasonable times, including the employee's working time, upon the request of an employee, permit that employee to inspect his/her personnel file which is used or has been used to determine that employee's qualification for employment, promotion, additional compensation or termination or other disciplinary action.
- b) An employee shall have the right to respond in writing to any derogatory material in his/her personnel file, and such response shall be included in the personnel file.
- c) Employees shall be provided copies of material placed into his/her personnel file at the time of placement. No negative material shall be placed in an employee's personnel file unless it is provided to the employee at the same time, and clearly indicates that it is intended to be placed in the personnel file. The employee shall be provided the opportunity to attach a rebuttal, or if discipline is imposed as a result of the material, the employee shall have the right to appeal such discipline through the grievance process.
- d) An employee may authorize, in writing, a union representative to examine his/her personnel file.
- e) It is agreed that personnel files are confidential and that the material therein normally shall not be released to an entity outside the District except in specific circumstances such as when subpoenaed, required by law, or as necessary to process a workers' compensation claim. The District shall notify an employee of a request for copies of material from his/her personnel file by a third party as soon as practicable following receipt of the request.
- f) After 24 months, a written reprimand shall not be considered for future disciplinary actions provided that there has been no further disciplinary action taken against that employee during the 24-month period.

## **ARTICLE VII            PERFORMANCE EVALUATIONS**

- a) The basic goal of the employee evaluation process is to help each employee perform his/her job duties more effectively to the mutual benefit of the individual and the District. Objectives of this evaluation process include but are not limited to:
- Provide a means of evaluating each employee's performance in the specific context of his/her job.
  - Determine individual needs for improvement and development.
  - Secure continuing communication of individual development.
  - Provide a basis for giving recognition of praise-worthy service.
- b) Employees shall not be permitted to grieve performance evaluations. Employees shall have the right to respond either orally or in writing to the evaluation and the supervisor shall meet with the employee to discuss the evaluation. The employee may have a Union representative present for that meeting.
- c) If the District takes an adverse employment action against the employee based even in part upon an evaluation, the employee shall have the opportunity to dispute the merits of the evaluation.

## **ARTICLE VIII            PROMOTIONS**

A regular employee who acquires probationary status as the result of promotion shall retain regular status in his/her former classification until completion of the probationary period in the new classification. If not successful, the employee shall revert to his/her former classification with all rights and privileges.

### **a) Promotional Procedure**

Recruitments for classifications governed by this MOU shall be conducted per the West County Wastewater District Recruitment and Selection Policy (201).

### **b) Promotion - Effect Upon Rate of Compensation**

1. Any employee whose assignment is changed to a position in a classification with a higher salary range shall be advanced to the step in the new salary range that provides that employee with a pay raise over his/her previous salary.
2. Upon placement into the new position, he/she shall be eligible for his/her first salary increment after successful completion of his/her probationary period. Upon completion of the probationary period, a new anniversary date shall be established and s/he shall be eligible for step increases, dependent upon performance, every 12 months thereafter until the maximum step is reached.

## ARTICLE IX VACATION LEAVE

a) Accrual for vacation shall be as follows:

Annual Accrual	Years of Actual Service
10 days	During the 1 <sup>st</sup> through 2 <sup>nd</sup> years
15 days	During the 3 <sup>rd</sup> through the 6 <sup>th</sup> years
20 days	During the 7 <sup>th</sup> through the 17 <sup>th</sup> years
25 days	During the 18 <sup>th</sup> through the 25 <sup>th</sup> years
30 days	During the 26 <sup>th</sup> through subsequent years

- b) Each employee shall accrue vacation at the above rate. No employee shall be allowed to use Vacation Leave during the first six months of employment. Vacation Leave accrual shall be posted to an employee's account for each pay period in which the employee was in a paid status for at least 41 hours in the applicable pay period. The amount accrued shall be equal to the employee's annual accrual hours divided by 26 and rounded to the nearest 0.01 hours (0.005 rounding up). In the event an employee's accrual rate changes during a pay period, the Vacation Leave credited during that period shall be at the higher rate.
- c) There shall be a cap on the accumulation of vacation time at four hundred (400) hours. If an employee reaches 400 hours, s/he shall cease accruing additional vacation until such time as the employee is below the cap. Employees shall make a good faith effort to schedule adequate vacation time each year so as to stay under the 400 hour cap. In the event of unforeseen circumstances, the District will cooperate with the employee to schedule vacation and/or allow the employee to accrue vacation in excess of the cap.
- d) All requests for vacation shall be in writing. No employee shall be permitted to take vacation unless he/she has received prior written approval. Seniority shall prevail for vacation requests submitted from January 1 through February 28 of each year. The District will respond to these vacation requests no later than March 15. On or after April 1, if two or more employees request the same vacation time creating a problem in scheduling, the employee who submits his/her request first shall prevail. If there is no problem in scheduling, employees may receive their requested vacations.
- e) In lieu of Personal Leave, employees shall accrue 40 additional hours of Vacation Leave per year. This additional Vacation Leave shall be accrued as of the first full pay period of January each year and shall count toward the accrual cap of 400 hours with the regularly accrued Vacation Leave. Employees on unpaid status and not qualifying for leave accruals on the date that this additional leave is accrued shall accrue this leave upon return to paid status. In the first calendar year of employment, employees hired on or after July 1 shall accrue only 20 additional hours of Vacation Leave.

## ARTICLE X SICK LEAVE

- a) Each regular employee is eligible to accrue 3.70 hours of Sick Leave per pay period, provided that the employee was in a paid status for at least 41 hours in the applicable pay period. Employees may accrue Sick Leave up to a maximum cumulative total of 1,000 hours. If an employee reaches 1,000 hours in his/her Sick Leave balance, s/he shall cease to accrue Sick

Leave until his/her Sick Leave balance is below the 1,000 hour maximum. The District shall keep a cumulative record of sick leave for each regular employee.

- b) Sick leave accrual shall begin on the regular employee's first day of employment.
- c) For the purpose of this section, a regular employee shall be an employee having an active appointment for permanent employment by the District, working at least a 4-hour, 5-day week.
- d) Termination of service with the District shall cause cancellation of any unused sick leave credit, except as provided herein, and no payment other than that provided for herein shall be made for such unused sick leave credit. Provided, however, that if the employee returns to District service within 365 days, the former balance will be recredited to the employee's account. Absence from service with the District for a period exceeding 365 days, other than approved leave of absence, vacation or sick leave, shall preclude the employee from receiving credit for sick leave accrued during his/her prior service.
- e) Absences from duty which may be considered sick leave are as follows:
  - Personal illness or injury
  - Exposure to contagious disease
  - Medical appointments
  - Family Sick Leave as defined below
  - Any other absences qualifying for paid sick days as allowed by law.

f) Sick Leave Upon Retirement

Immediately prior to retirement, employees whose record of service with the District has been satisfactory and who otherwise qualify for retirement through the official retirement system of the District then in effect may be granted time off from the job, with full compensation, for a period of time not to exceed the amount of their accumulated sick leave time, as provided for in this Article, or 60 work days, which ever is shorter. The District further reserves the right to grant said time off when in the best interest of the District.

The employee shall provide the District with notification of his/her intent to retire at least 90 days prior to the intended effective retirement date. Failure to provide this proper notification may result in a refusal to grant the employee this optional paid time off provision.

An employee shall not accrue vacation, sick leave or holiday benefits during such time as they are utilizing their sick leave accrual prior to the effective date of retirement.

g) Family Sick Leave

Employees may, on an annual basis, use up to 15 days of accrued sick leave to take care of an ill family member."Family member" shall have the same meaning as defined in the California Labor Code sections 233, et seq. (California Kin Care Law) and 245, et seq. (Healthy Workplaces, Healthy Families Act of 2014). At the discretion of the General

Manager, where it appears that a severe hardship would result, the foregoing definition may be expanded to include other persons with whom the employee has extremely close personal ties.

## **ARTICLE XI            OTHER LEAVES**

### **a) Jury Duty or Witness Leave**

All employees subpoenaed to appear as jurors or witnesses in court cases, other than those of a personal nature, shall be paid their base hourly wages for the duration of the jury service, provided that they return to the District all juror or witness fees received.

The employee is required to report to work if, at the time they are released, more than four hours remain on their shift. The employee must provide verification of release time.

### **b) Bereavement Leave**

An employee may use up to 3 days off without loss of pay for each death in the immediate family. In the event an employee must travel in excess of 500 miles (total round trip) to attend the service or make arrangements in connection with the death of a family member, he/she may use up to 1 additional day off without loss of pay. In the event that an employee must travel in excess of 500 miles (total one way) to attend the service or make arrangements in connection with the death of a family member, he/she may use up to 2 additional days off without loss of pay.

For purpose of Bereavement Leave only, immediate family shall include:

- For the employee: spouse, registered domestic partner, mother/father, foster parent, stepparent, grandmother/grandfather, sister/brother, son/daughter, stepchild, grandchild, aunt/uncle, son-in-law/daughter-in-law and any relative of the employee living in the employee's immediate household.
- For the employee's spouse or registered domestic partner: Mother/father, sister/brother, grandmother/grandfather, aunt/uncle and any relative of the employee's spouse living in the employee's immediate household.

### **c) Job Injury Leave**

Any payments from Workers' Compensation Insurance shall be integrated with sick leave, vacation and comp time. There shall be no deduction from sick leave on the first day of the job injury if the employee is sent home by the treating physician.

### **d) Child Related Activities Leave**

In compliance with California Labor Code, Section 230.8, any employee who is a parent of one or more children of the age to attend kindergarten or grades 1 to 12, inclusive, or a licensed child care provider, shall be allowed to take time for the purpose of attending child related activities, as defined in the Labor Code. The employee may use Vacation Leave, Compensatory Time Off, or time off without pay for the purpose of attending these

activities. Whenever practical, the employee shall request time off in advance of the time needed to attend these activities and provide documentation from the school or licensed child care provider as proof of participation in these activities.

## **ARTICLE XII            HOLIDAYS**

The 10 holidays designated as official holidays of the West County Wastewater District are as follows:

January 1, "New Year's Day"  
Third Monday in January, "Martin Luther King Day"  
The third Monday in February, "President's Day"  
The last Monday in May, "Memorial Day"  
July 4, "Independence Day"  
The first Monday in September, "Labor Day"  
November 11, "Veterans Day"  
Thanksgiving Day  
The day after Thanksgiving  
December 25, "Christmas"

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Holiday falls on a Sunday, it shall be observed on the following Monday.

Employees shall be compensated at twice the base hourly rate for work on holidays. If mutually agreed to, an employee may choose CTO off at two times the hours worked.

## **ARTICLE XIII            HEALTH AND OTHER INSURANCE BENEFITS**

- a) The District shall provide health insurance for the duration of this agreement.
- b) Effective January 1, 2016, and for the duration of this Agreement, the District will pay an amount equal to 100% of the monthly premium for the Kaiser Bay Area plan for the employee's selected coverage level (employee, employee +1, employee +2), which will be the employer's share, every month towards medical insurance for each employee covered by this Agreement. All premiums that exceed the employer's share every month will be paid by the individual employee and will be deducted from the employee's paycheck each pay period.
- c) The District shall continue its vision plan for the duration of this Agreement, at no cost to the employee.
- d) The District shall continue to provide family dental coverage for the duration of this Agreement. The District shall pay 90% of the monthly premium. The remaining 10% of the monthly premium shall be paid by each employee and shall be deducted from the

employee's paycheck each pay period. Should the District change plans during the life of this agreement, a copy of the Summary Plan Description for the new Plan shall be made available to employees at the time of the change.

- e) If satisfactory evidence of medical coverage is produced by the employee, the employee may elect not to be covered by the District's medical insurance plan. In each case, the District shall pay \$500 per month to the employee. Eligibility for this benefit shall continue in accordance with the current contract.
- f) The District shall continue a flexible benefit plan pursuant to IRS Code section 125. Such plan shall provide for the cash option as outlined in (e) above as well as an option to pay health insurance premiums, medical expenses not covered by insurance and dependent child care.
- g) The District shall provide Long-Term Disability insurance at no cost to employees for the duration of this Agreement.

#### **ARTICLE XIV            LIFE INSURANCE**

The District agrees to provide a group life insurance policy, at no cost to the employees, in the amount of \$65,000 for each active employee up to age 65. At age 65 and over, a benefit reduction schedule may apply. This benefit is subject to applicable payroll taxes.

#### **ARTICLE XV            STATE DISABILITY INSURANCE/PAID FAMILY LEAVE**

- a) The District agrees to deduct from the paycheck of each employee sufficient funds to pay for State Disability Insurance/Paid Family Leave (SDI/PFL).
- b) State Disability Insurance/Paid Family Leave Integration

Any employee who is absent due to personal disability for more than seven (7) days shall apply for SDI benefits. Application forms shall be available from the District office.

Employees who are in unpaid status shall not accrue any benefits. Unpaid status means that the employee is no longer receiving pay from the District.

The District shall integrate the employee's pay with the employee's SDI/PFL benefits in the following way:

1. The District will assume all employees received the maximum weekly SDI/PFL benefit.
2. When an employee has sick leave, vacation or comp time to integrate, the weekly benefit will be subtracted from the employee's normal weekly wage and the amount necessary to bring the total SDI/PFL plus wages to 100% will be deducted from sick leave, vacation or comp time and paid on normal District payroll.
3. When an employee receives an SDI/PFL check, he/she will contact payroll if the amount of benefit is anything other than the maximum amount and payroll will make up the

difference from sick leave, vacation or comp time if the employee has any accrued to use for this purpose.

Payment of sick leave, vacation or comp time shall not affect and shall be supplementary to State Disability Insurance/Paid Family Leave payments. An employee entitled to SDI/PFL benefits shall receive in addition thereto such portion of his or her accumulated sick leave, vacation or comp time as will meet, but not exceed, the standard earnings of the employee for his or her normal work week, up to a maximum of five (5) days per week.

## **ARTICLE XVI WORKING HOURS**

a) Work hours for employees represented by Union shall be as follows:

District Office	8:00 a.m. - 5:00 p.m. (1 hour lunch)
Treatment Plant	7:00 a.m. - 3:30 p.m. (½ hour lunch)

- b) For the purpose of recording regular time, overtime and compensatory time off for use of paid or unpaid leave, the District uses increments of one-tenth of one hour (0.10).
- c) All employees shall have their lunch break approximately 4 hours after their assigned shift begins. All employees shall have a break for 15 minutes approximately midway through the first half of their shift and approximately midway through the second half of their shift.
- d) Employees may request flexible work schedules in accordance with the District’s Flextime Policy.

## **ARTICLE XVII COMPENSATION**

a) The biweekly wage rates shall be as set forth in the West County Wastewater District Administrative/Clerical Unit Classification and Wage Plan (Appendix A). The “base hourly rate” is defined as the biweekly wage rate divided by 80 and rounded to the nearest penny (0.5 rounding up).

b) Out-of-Class Pay

Employees assigned and accountable to work in a higher classification are eligible for out of class pay.

Employees who most closely meet the required minimum qualifications of the higher classifications will receive first consideration. To be eligible for out-of-class pay, the employee must work a minimum of one-half workday and perform the full duties of the

higher classification. Once eligible, compensation shall commence at the beginning of the assignment. The employee assigned to a higher classification will receive the first step of the higher salary range, or an additional 5% over the employee's base hourly wage, whichever is greater. Employees will not receive Out of Class pay for hours paid not worked (Vacation, Sick, holiday, etc.). For employees classified as Classic members of CalPERS, this special assignment pay will be reported to CalPERS as compensation earnable (Government Code 20636 and 2 CCR § 571(a)). For employees classified as New members of CalPERS, this special assignment pay will not be reported to CalPERS as pensionable compensation (Government Code § 7522.34).

c) Bilingual Premium Pay Differential

An employee who is required as an essential part of his/her job to provide non-English language services, routinely and consistently as part of his/her regular job assignment as determined by the District will receive a Bilingual Premium Pay Differential of \$65 per pay period. Only those employees who possess second language competency, can demonstrate second language competency, and are serving in a position requiring competency in that particular language are entitled to receive this differential. The employee must agree to use the bilingual skill during his/her normal work shift regardless of assignment. For employees classified as Classic Members of CalPERS, this pay differential will be reported to CalPERS as compensation earnable (Government Code 20636 and 2 CCR § 571(a)). For employees classified as New Members of CalPERS, this pay differential will be reported to CalPERS as pensionable compensation (Government Code § 7522.34).

d) Sunday Differential

Whether or not an employee has worked in excess of 40 hours in his/her regular workweek, assigned hours worked on Sundays shall be compensated at twice the base hourly rate. For employees classified as Classic Members of CalPERS, this pay differential will not be reported to CalPERS as compensation earnable (Government Code 20636 and 2 CCR § 571(a)). For employees classified as New Members of CalPERS, this pay differential will not be reported to CalPERS as pensionable compensation (Government Code § 7522.34).

e) District Ambassador (Willie Wastewater) Costume Differential

An employee who is assigned by the District to wear the District Ambassador (Willie Wastewater) costume, shall receive a 7% differential, calculated on the employees' base rate of pay, in addition to his/her base pay for the hours worked while wearing the costume. For employees classified as Classic Members of CalPERS, this pay differential will not be reported to CalPERS as compensation earnable (Government Code 20636 and 2 CCR § 571(a)). For employees classified as New Members of CalPERS, this pay differential will not be reported to CalPERS as pensionable compensation (Government Code § 7522.34).

f) CalPERS (California Public Employees' Retirement System)

All employees hired prior to January 1, 2013, shall be covered by first tier benefits, known as 3% @ 60. All employees hired on or after January 1, 2013, who are existing members of the CalPERS system, or from a reciprocal agency, and have not had a break in CalPERS or reciprocal agency service six or more months prior to being hired by the District, shall be covered by the first tier known as 3% at 60.

All employees hired on or after January 1, 2013, who are new members (as defined by CalPERS) to the CalPERS retirement plan will be covered by a second tier of retirement benefits known as “2% @ 62”.

For employees covered by tier one benefits (3% @ 60), the District will contract with CalPERS to provide for the CalPERS retirement based on the twelve highest paid consecutive months. For employees covered by tier two benefits (2% @ 62), the District will contract with CalPERS to provide for the CalPERS retirement based on the highest average annual final compensation during a consecutive thirty-six-month period. Coverage shall be consistent with CalPERS regulations.

Effective February 5, 2013, each employee covered by this MOU and hired prior to July 5, 2011, shall contribute three percent (3%) of his/her reportable pay each pay period to CalPERS. Each employee covered by this MOU hired on or after July 5, 2011, but prior to January 1, 2013, shall contribute six percent (6%) of his/her reportable pay each pay period to CalPERS. The District will pay the remainder of the employee’s share of the CalPERS contribution.

Effective January 1, 2014, each employee covered by this MOU and hired prior to July 5, 2011, shall contribute four percent (4%) of his/her reportable pay each pay period to CalPERS. Each employee covered by this MOU hired on or after July 5, 2011, but prior to January 1, 2013, shall contribute six percent (6%) of his/her reportable pay each pay period to CalPERS.

Effective January 1, 2015, each employee covered by this MOU and hired prior to July 5, 2011, shall contribute five percent (5%) of his/her reportable pay each pay period to CalPERS. Each employee covered by this MOU hired on or after July 5, 2011, but prior to January 1, 2013, shall contribute six percent (6%) of his/her reportable pay each pay period to CalPERS.

Effective January 1, 2016, each employee covered by this MOU and hired prior to July 5, 2011, shall contribute 6% of his/her reportable pay each pay period to CalPERS. Each employee covered by this MOU hired on or after July 5, 2011, but prior to January 1, 2013, shall contribute 7% of his/her reportable pay each pay period to CalPERS.

Effective January 1, 2017, each employee covered by this MOU and hired prior to July 5, 2011, shall contribute 7% of his/her reportable pay each pay period to CalPERS. Each employee covered by this MOU hired on or after July 5, 2011, but prior to January 1, 2013, shall contribute 8% of his/her reportable pay each pay period to CalPERS.

Effective January 1, 2018, each employee covered by this MOU and hired prior to January 1, 2013, shall contribute 8% of his/her reportable pay each pay period to CalPERS.

Each employee covered by this MOU hired on or after January 1, 2013, and covered by first tier benefits (3% @ 60), shall contribute the full employee portion, which is 8%, of his/her reportable pay each pay period to CalPERS.

Each employee covered by this MOU hired on or after January 1, 2013, and covered by second tier benefits (2% @ 62), shall contribute 50% of the Total Normal Cost, as determined by CalPERS, or the amount of similarly situated employees, as determined by CalPERS, whichever is greater, of his/her reportable pay each pay period to CalPERS.

The District will contract with CalPERS to provide the “Military Service Credit as Public Service” option. Coverage shall be consistent with CalPERS regulations.

#### **ARTICLE XVIII OVERTIME**

- a) Overtime is defined as hours worked in excess of forty (40) hours in the regular workweek. All regular, non-exempt employees shall be eligible for either overtime pay or compensatory time off (CTO) to one and one-half (1.5) the time worked in excess of forty (40) hours in the regular workweek. For the purpose of calculating time worked, the regular workweek excludes holidays and paid leave. Employees may not work overtime without the express prior approval of his/her department head.
- b) Employees shall be allowed to accrue CTO up to a maximum of forty (40) hours. Any hours in the CTO bank as of June 1 of each year shall be paid out by the District on the last payroll of the fiscal year. No employee shall take CTO without prior approval of the employee’s supervisor. These decisions are final and not subject to grievance or appeal. Employees who separate before accumulated compensatory time off can be taken shall receive payment therefore at a rate equal to the employee's regular hourly rate.

#### **ARTICLE XIX OVERTIME MEALS**

- a) If, at the request of the District, an employee is required to work three (3) or more consecutive hours beyond the completion of his/her regularly scheduled shift, the District shall provide a \$12.00 meal allowance. Thereafter, if the employee continues working consecutive hours he/she shall be entitled to a meal allowance at six (6) hour intervals.
- b) If an employee is required to come into work three (3) or more consecutive hours prior to his/her regularly scheduled shift, and subsequently works eleven (11) consecutive hours, the District shall provide the employee a \$12.00 meal allowance. Thereafter, if the employee continues working beyond eleven (11) hours, s/he shall be entitled to a meal allowance at six (6) hour intervals.

#### **ARTICLE XX DISTRICT ALLOWANCE**

Unit employees who have successfully completed the probationary period may submit a request for reimbursement of up to \$1,500 each fiscal year for any of the four purposes set forth below. Probationary employees may submit a request for reimbursement for Safety Apparel or Eyewear under part “b” only. Any dispute about whether the expenditures

should be reimbursed may not be grieved or appealed. Approvals and denials shall be made in writing. Employees may seek advance approval prior to expenditures under this provision. This allowance does not carry over from year to year. Requests for reimbursement must be submitted by the date determined by the District with supporting documentation dated in the applicable fiscal year. The District will provide notice to employees of the submission deadline each fiscal year.

- a. **Continuing Education:** The cost of educational courses benefitting both the employee and the District that are offered by accredited institutions. Costs include tuition, course fees, and books. Employees must receive, and provide documentation of, a passing grade (equivalent to “C” or higher or “pass” for P/F courses) to be eligible for reimbursement.
- b. **Safety Apparel or Eyewear:** The District shall make every reasonable effort to provide a safe workplace. The cost of approved safety shoes, safety shoe insoles, safety glasses, and/or computer glasses. (The cost of eye exam is not included or subject to reimbursement). All other safety equipment shall be provided by the District.
- c. **Activities for Professional Growth:** The cost of activities that enhance the employee’s skills, performance, and/or knowledge of District operations and/or the District’s role in the community. Such activities may include the cost of certifications related to District operations, or District interests, but that are not required for the employee’s job. Activities under this section may also include the cost (attendance only, not travel or other expenses) of participating in industry-related organizations.
- d. **Wellness:** The cost of activities that promote personal health such as programs to assist with weight loss, managing stress, improving physical strength and stamina, and stopping smoking. Examples of expenses eligible for reimbursement under this section include yoga classes, fitness activities, gym memberships, stress management seminars, and nutrition/health information classes.

## **ARTICLE XXI SAFETY**

The District will make reasonable efforts to provide a safe workplace. This unit shall be allowed one (1) representative on the District’s Safety Committee.

## **ARTICLE XXII MISCELLANEOUS**

- a) The District agrees to meet and confer with the Union regarding any impact that a change in job classification might have.
- b) The District agrees to meet and confer with the Union regarding the impact of any changes in work rules.

- c) The District shall provide its employees paychecks with information that demonstrate the number of hours, rates, accrued unused leaves, and any other information required by law.
- d) Upon conclusion of the obligation to negotiate successor labor agreements with all exclusively recognized labor organizations, the District shall offer to informally meet with all employee groups to pursue a provision to institute a “District Match” component under the Deferred Compensation benefit. Implementation of such shall be subject to being applicable District-wide to all employees uniformly and the cost to the District shall be considered during subsequent salary negotiations.

### **ARTICLE XXIII      LAYOFF**

- a) Whenever, in the judgment of the Board, it becomes necessary in the interests of economy and efficiency or because the need for the performance of duties no longer exists, the Board may abolish or consolidate any position or positions in the classified service.
- b) In the event of reduction of force for any reason, persons so laid off shall be laid off in accordance with seniority in the class to which their position is allocated or in higher classes. Employees whose positions are identified for elimination will be notified individually, in writing, of pending layoff with no less than thirty (30) days notification.
- c) In the event of layoff, those persons with regular or probationary appointments may elect to demote to the next lower class in the series of classes in which layoff is made. In this event, layoff will be made in the lower class in the same manner as above.
- d) Should any position or positions that have been abolished be recreated or reinstated, or new positions be created which involve substantially the same or comparable duties and responsibilities as those abolished during the next two years from the effective date of the abolishment of the position or positions, the employee or employees laid off from the position or positions discontinued shall be appointed in preference to any eligible on an eligible list for such position or positions. Appointments shall be made in reverse order of layoff.

### **ARTICLE XXIV      SENIORITY**

Seniority for all purposes, except layoff as stipulated below, shall be based upon the date of hire with the District as a regular employee.

#### **a) Notice of Layoff**

When the District is contemplating layoff action, it shall first provide a minimum of 30 days' notice to the Union before taking such action, during which time the union and the District shall meet regarding impact issues. Should the District subsequently take action to lay off employees in the unit, the affected employees shall be provided no less than 30 days' advance written notice utilizing the following procedure:

1. The employee(s) to be laid off shall be notified by certified/registered mail sent to the most recent address provided to the District by the

employee.

2. The notice shall be deposited in the US mail no less than 30 calendar days prior to the effective date of the layoff. Copies of notices shall be sent to the Union.
3. The notice shall contain the effective date of layoff, displacement rights, if any, and reemployment rights.
4. The notice shall also contain a statement that the employee may be eligible for unemployment insurance.

b) Order of Layoff

Layoffs shall be based upon seniority within a class and higher classes within the District.

1. Members with the least seniority within the class, plus higher classes, shall be laid off first.
2. Seniority shall be based on the hire date in a regular paid status in a class (plus higher classes), as of the date of layoff.
3. In determining order of layoff in a lateral class (where an employee moves or has moved from one (1) class to another class at the same salary range), prior to lateral movement, the original class shall be considered a lower class for purposes of seniority within class.

c) Bumping and Reassignment

1. A member laid off from his/her present class may bump into the next lower class in which the employee has previously served.
2. The accumulated service in a higher class plus the service of seniority in the present class shall determine the seniority within the class.
3. If necessary, the employee may continue to bump into successive lower classes in which he/she has served to avoid layoff.
4. The employee may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the employee's reemployment rights under this agreement.

d) Reemployment Rights

Employees laid off are eligible for reemployment in reverse order of layoff for a period of five (5) years and shall be offered reemployment in preference to the District accepting new applicants within the class from which the layoff occurred. Employees shall have two (2) weeks to report for work after receiving notice of the offer of reemployment. The offer of reemployment shall be mailed by certified/registered mail to the employee's last known

address.

## **ARTICLE XXV RETIREE MEDICAL**

- a) For employees hired prior to September 1, 2007, and retiring from the District, the District's contribution to medical insurance premiums after retirement shall be the amount specified necessary to cover the premium for the retiree and his/her eligible dependents, up to the amount provided to current employees.

For employees hired on or after September 1, 2007, and retiring from the District, the District's contribution to medical insurance premiums after retirement will be the amount necessary to cover the premium for the retiree and his/her eligible dependents, up to the amount provided to current employees, based on the following vesting schedule.

- A minimum of 10 years of CalPERS service is required to receive 50% of the employer contribution
- 5 of those 10 years must be at the District
- 5% for every year above 10
- At 20 years, eligible for 100% of employer contribution.
- An employee who performs 20 years of service solely with District will be eligible for full District contribution, even if they do not retire within 120 days of separation from District.

To comply with requirements of Governmental Accounting Standards Board (GASB) statements No. 43 and No. 45, the District established a Trust (OPEB Trust Fund) in Fiscal Year 2010. Effective January 1, 2016, each employee covered by this MOU shall contribute 1% of his/her pay each pay period to the OPEB trust fund.

## **ARTICLE XXVI SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding is found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent legislation, the remaining provisions of the Memorandum of Understanding shall remain in full force and effect. Upon occurrence of such an event, the District shall abide by default to the terms of the decision or legislation and it is mutually agreed that the parties will meet and confer in good faith with reference to that part or provision to secure a replacement part or provision.

## **ARTICLE XXVII SUPERSESSION**

This Memorandum of Understanding constitutes the complete and entire terms and conditions regarding the matters contained herein. Any established past practices regarding wages, hours, or other terms and conditions of employment not in conflict with the express terms and intent of this Memorandum of Understanding shall remain in full force and effect unless changed by mutual agreement of the parties.

Public Employees Union, Local No. 1  
Administrative Clerical Unit  
7/1/19 – 6/30/22  
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**ARTICLE XXVIII      DURATION**

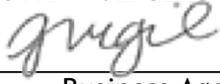
The term of the agreement shall be from July 1, 2019, through June 30, 2022.

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, do ratify this Agreement by affixing their signatures this 20<sup>th</sup> day of July, 2020.

**WEST COUNTY WASTEWATER DISTRICT**

**PUBLIC EMPLOYEES' UNION, LOCAL ONE  
ADMINISTRATIVE/CLERICAL UNIT**

\_\_\_\_\_  
General Manager

  
\_\_\_\_\_  
Business Agent

\_\_\_\_\_

