



**West County Wastewater District
Unrepresented Employee Manual**

Resolution No.: 2019-71

Effective: September 1, 2019 through June 30, 2022

Amended and Approved: December 4, 2019

Contents

1.0	ARTICLE 1: HOURS, COMPENSATION AND OVERTIME	6
1.01	Hours and Days of Work	6
1.02	Workweek.....	6
1.03	Payment of Wages	6
1.04	Rest Periods	6
1.05	Wage Ranges	6
1.06	Overtime for FLSA Non-Exempt Employees	7
1.07	Regular Rate of Pay	7
1.08	Bilingual Premium Pay Differentia	7
1.09	Working in a Higher Classification	7
2.0	ARTICLE 2: PROBATIONARY PERIOD	8
2.01	Length of Probationary Period.....	8
2.02	Objectives of Probationary Period:.....	8
2.03	Rejection During Probationary Period:	8
2.04	Rejection During Promotion Probationary Period:.....	8
2.05	Performance-Based Wage Increases	8
3.0	ARTICLE 3 VACATION LEAVEE	9
3.01	Vacation Accrual	9
3.02	Leave Approval	9
3.03	Leave Use:	10
3.04	Leave Scheduling:	10
3.05	Maximum Vacation Leave Accumulation.....	10
3.06	Payout Upon Termination or Extended Unpaid Leave:	10
3.07	Holidays Occurring During Leave.....	10
3.08	Vacation Leave in Lieu of Sick Leave:	10

3.09	Vacation Sell Back	10
4.0	ARTICLE 4 SICK LEAVE	11
4.01	Accrual.....	11
4.02	Sick Leave Not a Privilege:	11
4.03	Family Sick Leave:	11
4.04	Notice to Supervisor	12
4.05	Injury Incurred in Outside Employment:.....	12
4.06	Sick Leave Benefits and State Disability Insurance/Paid Family Leave:.....	12
4.07	Workers' Compensation and Wage Continuation:	12
4.08	Sick Leave Upon Retirement.....	12
4.09	Sick Leave Upon Separation:	12
5.0	ARTICLE 5 HOLIDAYS	13
5.01	Holidays	13
5.02	Eligibility	13
5.03	Part-Time Employee Eligibility.....	13
5.04	Working on the Holiday	13
6.0	ARTICLE 6 OTHER PAID LEAVES OF ABSENCE	14
6.01	Bereavement Leave:	14
6.02	Jury Duty or Witness Leave:	14
6.03	Administrative Leave:	14
6.04	Child Related Activities Leave.....	15
7.0	ARTICLE 7 LEAVES OF ABSENCE WITHOUT PAY	15
7.01	Power to Grant Leave:	15
7.02	Authorized Leave Without Pay:.....	16
7.02.01	Required Exhaustion of Accrued Leave:	16
7.02.02	Grounds for Discharge:	16
7.03	Unauthorized Leave of Absence:	16

7.03.01	Grounds for Discharge:	16
7.04	Family Care Leave:.....	16
7.05	Military Leave:	16
8.0	ARTICLE 8 EMPLOYEE FRINGE BENEFITS	16
8.01	Group Medical/Dental/Vision Insurance Benefits	16
8.01.01	Medical Insurance:	17
8.01.02	Dental and Vision Insurance:	17
8.01.03	Cash-In-Lieu Payments:	17
8.01.04	Part-Time Employment:	17
8.02	Life Insurance:	17
8.03	Deferred Compensation:.....	18
8.04	District Allowance	18
8.05	Flexible Spending Arrangement	18
8.06	Mandatory Professional Fees and Licenses.....	19
8.07	State Disability Insurance/Paid Disability Leave:	19
8.07.01	State Disability Insurance/Paid Family Leave Integration:	19
8.07.01	Paid Family Leave:	20
8.07.03	Long-Term Disability:	20
8.07.04	Management Vehicle Allowance:	20
9.0	ARTICLE 9 RETIREMENT BENEFITS	20
9.01	Retirement Plan	20
CalPERS (California Public Employees' Retirement Systems)		20
9.02	Survivor Benefits	21
9.03	Retiree Medical/Dental Benefits	21
9.03.01	Medical:	21
9.03.01	Dental:	21
10.0	ARTICLE 10 LAYOFF POLICY AND PROCEDURE	22

10.01	Announcement of Layoff:.....	22
10.02	Notification:	22
10.03	Appeal Procedures	22
11.0	ARTICLE 11 DISCIPLINARY ACTION.....	22
11.01	Policy	22
11.02	Probationary Employees	22
11.03	Due Process.....	22
11.04	Appeals	23
12.0	ARTICLE 12 GRIEVANCE PROCEDURE	23
12.01	Grievance Procedure:.....	23
12.02	Grievance Steps	23
12.01	Discharge, Suspension, Disciplinary Demotion:	24
12.02	Time Limits.....	24
12.03	Release Time.....	24
	EXHIBIT A CLASSIFICATIONS COVERED BY UNREPRESENTED EMPLOYEE MANUAL	25
	EXHIBIT B DEFINITIONS	26

WEST COUNTY WASTEWATER DISTRICT UNREPRESENTED EMPLOYEE MANUAL

This document establishes the rules governing benefits and working conditions, which are in effect for unrepresented employees and have been approved by the Board of Directors of the West County Wastewater District.

This Unrepresented Employee Manual provides policies and procedures that affect the working conditions and benefits of unrepresented employees of the West County Wastewater District. Rules, which describe general policies of the District's personnel system, are found in the West County Wastewater District Personnel Policy and Procedure Manual. This manual supersedes the West County Wastewater District Personnel Policy and Procedure Manual when language conflicts with this manual.

1.0 ARTICLE 1: HOURS, COMPENSATION AND OVERTIME

This Section is intended only to define the normal hours of work and the time for which wages will be paid. Nothing in these rules may be construed as a guarantee of hours of work per day or per week, or of days of work per week. The District's pay records, practices and procedures will govern the payment of all wages.

1.01 Hours and Days of Work

Full-time non-exempt employees will work a predetermined schedule of 40 hours per week plus unpaid lunch breaks, usually five eight-hour days. Employees may request flexible or alternate work schedules in accordance with the District's Flextime Policy.

1.02 Workweek

The workweek will consist of seven days beginning at 12:01 a.m. on Monday to and including 12:00 midnight the following Sunday.

1.03 Payment of Wages

Employees will be paid on a bi-weekly retrospective basis, with pay days on alternate Fridays. When a pay day falls on a holiday, that pay day will be the preceding workday.

- A. During the term of this agreement, wage ranges for all members of the bargaining unit will be posted on the District's website and as such incorporated herein according to the current pay rates and ranges, and in accordance with this article.
- B. 3% COLA effective September 1, 2019
- C. 3% COLA effective in the first full pay period in July 2020
- D. 3% COLA effective in the first full pay period in July 2021

1.04 Rest Periods

Employees must have their lunch break approximately four to six hours after their assigned shifts begin.

1.05 Wage Ranges

Wage ranges will be reviewed and adjusted by staff and brought before the Board of Directors for approval, as appropriate. Typically, this will occur on or near July 1st. For the current wage ranges, see the current posted WCWD Wage Schedule on the District's website at www.wc wd.org.

Any employee in a classification for which the wage range is adjusted downward who is at Step E of the wage range, will continue to receive his/her present wage rate. Such wage rate will be designated as "Y-rated" or frozen. The employee's wage rate will continue to be "Y-rated" until the new wage range meets or exceeds the "Y-rated" wage rate.

Any employee in a classification for which the wage range is adjusted downward who is at a step lower than Step E of the wage range, will be moved to a step at least equal to their current salary or Step E of the adjusted wage rate. Employees who

are moved to Step E of the wage range will be designated as "Y-rated" or frozen. The employee's wage rate at Step E will continue to be "Y-rated" until the new wage range meets or exceeds the "Y-rated" Step E wage rate.

1.06 Overtime for FLSA Non-Exempt Employees

All FLSA non-exempt employees who are required to work in excess of their regular workweek must be paid overtime compensation at the rate of one and one-half times their base pay rate = for time worked in excess of 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 their supervisor.

1.07 Regular Rate of Pay

For the purpose of computing FLSA mandated overtime, the regular rate of pay will be computed according to Fair Labor Standards Act requirements.

1.08 Bilingual Premium Pay Differential

An employee who is required as an essential part of his or her job to provide non-English language services, routinely and consistently as part of his or 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 language are entitled to receive this differential. The employee must agree to use the bilingual skill during his or her normal work shift regardless of assignment.

1.09 Working in a Higher Classification

Employees may be assigned to work temporarily in a higher classification. To be eligible for a higher classification, an employee must work a minimum of one-half day, meet the minimum qualifications of the higher classification, and perform duties of the higher classification. Employees meeting these requirements will be compensated at the lowest step of the higher classification that provides at least a five percent differential. Department managers are excluded from this provision.

For training purposes, an employee not meeting all of the minimum qualifications for a higher classification may be temporarily assigned for a minimum of five workdays, to perform the duties of the higher classification and will receive a \$30 per day differential for each day in the assignment. Such assignments will be in writing and will indicate the reasons, length and duties of the assignment. Assignments must be approved in advance by the General Manager, or his/her designee.

2.0 ARTICLE 2: PROBATIONARY PERIOD

2.01 Length of Probationary Period

All original and promotional appointments to positions in the regular service must be subject to a Probationary Period. The length of the Probationary Period will be 12 months of actual service for department managers and six months for all other employees covered by this manual. Probationary employees in an initial appointment with the District are at will employees. Probationary employees are to be evaluated by their immediate supervisors every two months during the probationary period for those with a six-month probationary period or every four months for those with a twelve-month probationary period. At his/her sole discretion, the General Manager may shorten or extend the length of a probationary period for specific and defensible reasons and on a case by case basis for no shorter or longer than ½ of the original probationary period.

2.02 Objectives of Probationary Period:

The Probationary Period will be regarded as a part of the selection process and will be used to closely observe and evaluate the employee's work, to secure the most effective adjustment of a new employee to his or her position and to eliminate any probationary employee whose performance does not meet the required standards of work.

2.03 Rejection During Probationary Period:

During the Probationary Period, an employee may be rejected from employment at any time by the General Manager, or his/her designee, without cause and without the right of appeal.

2.04 Rejection During Promotion Probationary Period:

An employee rejected during the Probationary Period following a promotional appointment will be reinstated to the classification from which he or she was promoted unless they are subject to disciplinary action and he or she is discharged in the manner provided in the West County Wastewater District Personnel Policy and Procedure Manual.

2.05 Performance-Based Wage Increases:

Upon satisfactory completion of the Probationary Period, the employee may qualify for a merit increase. Advancement within the established wage range may be granted by the General Manager, or his/her designee, based upon performance reviews conducted by the employee's supervisor at the completion of the Probationary Period, and annually thereafter, until such time as the employee achieves the top of the applicable wage range in the then-current Wage Schedule.

The intent of this policy is to provide an employee performance review every 12 months. No wage advancement will be granted until a performance evaluation is completed by the employee's immediate supervisor, and approved by the General Manager.

The performance evaluation due date is applicable even if no performance-based wage adjustment is provided either (1) due to a performance rated as "needing improvement" or (2) as a result of an employee being at the top of his or her wage range. If a merit increase is approved, the effective date will be the first day

of the pay period immediately following the end of the period being evaluated. If the end of the period being evaluated is the first day of a pay period, the merit increase will be effective that day.

3.0 ARTICLE 3 VACATION LEAVE

3.01 Vacation Accrual:

Employees will earn annual Vacation Leave as follows:

Annual Accrual	Years of Actual Service based on Date of Hire
120 hours (3 work weeks)	During the 1 st through 5 th years
160 hours (4 work weeks)	During the 6 th through 15 th years
200 hours (5 work weeks)	During the 16 th through 25 th years
240 hours (6 work weeks)	During the 26 th through subsequent years

Vacation accrual will be posted to an employee's account for each pay period in which the employee is in a paid status for more than half of the pay period. The amount accrued will 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 will be at the higher rate.

In lieu of Personal Leave, employees covered by this manual who have worked for the District six months or more shall earn 40 additional hours of Vacation Leave per fiscal year, to be accrued as of the first pay period in January of each year. In the first calendar year of employment, employees shall earn these additional hours of Vacation Leave as follows:

Date Probation Period Completed	Accrual of Additional Vacation Leave
Between January 1 and June 30	40 hours
Between July 1 and December 31	20 hours

Employees on unpaid status and not qualifying for leave accrual, per Article 7 of this Manual, on the date that the leave is accrued shall receive a pro-rated accrual upon return to paid status based upon the percentage of the calendar year remaining at the time of return to paid status.

3.02 Leave Approval:

Vacation Leave should be approved, in advance, by the employee's department manager, or, in the case of department managers, the General Manager. In the case of an employee requesting Vacation Leave due to an unanticipated emergency, advance notice is not required.

3.03 Leave Use:

Employees shall not be eligible to use Vacation Leave in advance of posting in the District's payroll and accounting systems. Employees will not be entitled to take Vacation Leave in excess of their accrued Vacation Leave except under conditions outlined in Article 7.

Part-time employees working a minimum of 20 hours per week accrue Vacation Leave benefits on a pro rata basis. Employees who work less than 20 hours per week and temporary employees, unless otherwise authorized, do not accrue Vacation Leave benefits

3.04 Leave Scheduling:

The times during the calendar year at which an employee may take his or her Vacation Leave will be determined by the department manager, or, in the case of department managers, the General Manager, with due regard for the wishes of the employee and particular regard for service needs. If the requirements of the service are such that a department manager or the General Manager cannot permit the employee to take any annual Vacation Leave or any part of such leave within a particular calendar year, the employee may accrue Vacation Leave according to Section 3.05 of this Manual.

3.05 Maximum Vacation Leave Accumulation:

Employees may accrue Vacation Leave up to a maximum cumulative total of 400 hours. If an employee reaches 400 hours, s/he shall cease to accrue Vacation Leave until s/he is below the 400-hour maximum. Supervisors must be flexible in granting employee Vacation Leave requests to employees approaching the accrual limit.

3.06 Payout Upon Termination or Extended Unpaid Leave:

Upon termination, including death, extended military leave or other extended leave without pay, an employee or his or her estate must be paid for all accrued unused Vacation Leave at the employee's hourly rate of pay at the time of his or her termination.

3.07 Holidays Occurring During Leave:

If an observed District holiday occurs during an employee's scheduled Vacation Leave, no deduction from accrued Vacation Leave will be made for the holiday period.

3.08 Vacation Leave in Lieu of Sick Leave:

Vacation Leave must not be used in lieu of accrued Sick Leave for absences due to illness. If accrued sick leave is exhausted, Vacation Leave may be used for absences due to illness, only if such leave is approved by the employee's department manager, or the General Manager in the case of department managers.

3.09 Vacation Sell Back:

District employees may elect cash in lieu of using vacation leave accrual subject to the following limitations:

- A. In compliance with IRS regulations, employees must make an irrevocable election to receive a cash payment in lieu of vacation leave hours prior to accruing those hours.

- B. Employees must submit an irrevocable election form to the Finance Division no later than December 31st of the year prior to the year in which the vacation leave will be accrued and paid out.
- C. Employees must have a minimum of 160 hours of accrued vacation on the books as of December 31st of the calendar year prior to the distribution to be eligible to request a cash-in-lieu payment. Employees with more than 100 hours, but less than 250 hours accrued vacation time on the books as of December 31st of the calendar year prior to the distribution may apply to the General Manager or designee for approval of a cash-in-lieu benefit for hours in excess of 100 hours.
- D. Employees may request a cash in lieu payment for up to 40 hours of vacation in any calendar year.
- E. Employees must designate the payroll date on which they wish to receive the cash payment, at the time of the request. The District will cash out the requested hours no sooner than the pay period following the accrual of the entire number of requested hours sold. For example, a full-time employee accruing eighty (80) hours of vacation leave per year accrues at a rate of 3.0769 hours per pay period. It will take this employee seven (7) pay periods to accrue twenty (20) hours sought to be cashed out. Therefore, the employee could not receive a cash payment for twenty (20) hours until the eighth pay period of the year. The amount of vacation cash-out is limited to the amount of vacation leave accrued during the calendar year.

4.0 ARTICLE 4 SICK LEAVE

4.01 Accrual:

All full-time regular employees are eligible to accrue 3.70 hours of Sick Leave per pay period beginning the first day of employment, provided that the employee is in a paid status for at least 41 hours in the applicable pay period. Part-time regular employees employed for at least 20 hours per pay period are eligible to accrue sick leave on a pro rata basis. Employees may accrue Sick Leave up to a maximum cumulative total of 1,000 hours. Employee's whose sick leave balances reach 1,000 hours, must cease to accrue sick leave until the balance is below the 1,000-hour maximum.

4.02 Sick Leave Not a Privilege:

Sick Leave will not be considered a privilege, which an employee may use at his or her discretion but shall be allowed in compliance with the Healthy Workplaces, Healthy Families Act of 2014, Federal Labor Standards Act, the California Family Relief Act, Pregnancy Disability and Paternity leave laws and other federal and state laws.

4.03 Family Sick Leave:

Subject to the provisions of applicable District policies and procedures, employees may use up to one-half of their accrued Sick Leave in a calendar year to care for a family member. Family members will be as defined in the Healthy Workplaces, Healthy Families Act of 2014, currently located in California Labor Code 245, et seq. The General Manager, at their discretion, may expand this definition to include other persons with whom the employee has extremely close personal ties.

4.04 Notice to Supervisor:

In order to use Sick Leave to cover an absence due to an unanticipated illness, the employee must notify his/her supervisor or the General Manager no less than one hour before the time set for the beginning of the employee's regular work shift. Leave for non-emergency medical appointments must be requested in advance of the workday.

4.05 Injury Incurred in Outside Employment:

Unless otherwise required by law, Sick Leave may be denied for an injury sustained by an employee while working for another employer.

4.06 Sick Leave Benefits and State Disability Insurance/Paid Family Leave:

Eligible employees must use their accrued Sick Leave benefits during the normal waiting period before being paid benefits from State Disability Insurance or Paid Family Leave. Following the waiting period, an employee must provide the Human Resources Analyst with their disability, worker's compensation, or Paid Family Leave award and will continue to receive accrued Sick Leave pay on an integrated basis until the accrual is exhausted. Refer to Article 8 for integration of Sick Leave with SDI benefits.

4.07 Workers' Compensation and Wage Continuation:

Workers' Compensation benefits are administered by a third-party provider. The District will integrate Worker's Compensation and other benefits in accordance with state law.

4.08 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, or 60 work days, whichever is shorter.

Employees who want to use all or any part of their accumulated Sick Leave in conjunction with their retirement must provide the District with written notification of their intent to retire at least 90 days prior to the intended effective retirement date. Failure to provide this timely written notification may result in a refusal to grant the employee the opportunity to use any accumulated Sick Leave in conjunction with retirement.

4.09 Sick Leave Upon Separation:

Separation from employment with the District will cause cancellation of any unused Sick Leave accrual, except as provided in this Article, and no payment other than that provided for in this Article will be made for such accrued but unused Sick Leave. If an employee returns to District employment within 365 days after the date of separation, the former accrued Sick Leave balance will be credited to the employee's Sick Leave account. Absence from employment for more than 365 days, other than for an approved leave of absence, will preclude the employee from receiving credit for any Sick Leave accrued during his/her prior service.

5.0 ARTICLE 5 HOLIDAYS

5.01 Holidays:

The District observes the following holidays and provides all full-time and part-time employees time off with pay at their normal hourly rate unless otherwise provided in this chapter.

Holiday	Day Observed
New Year's Day	January 1
MLK Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas	December 25

If the observed holiday falls on a Saturday, the District will observe it on the Friday immediately preceding the holiday. If the observed holiday falls on a Sunday, the District will observe it on the Monday immediately following the holiday.

5.02 Eligibility:

In order to be eligible for holiday pay, an employee must be on paid leave status on his or her regularly scheduled workdays before the holiday. If an employee is on unpaid leave status, he or she will not be paid for the observed holiday.

5.03 Part-Time Employee Eligibility:

Part-time employees are eligible for holiday benefits on a pro rata basis.

5.04 Working on the Holiday:

FLSA exempt employees who are required to work on the day observed by the District as a holiday will be granted an alternative scheduled holiday during the same workweek. FLSA non-exempt employees required to work on the day observed as a holiday will receive one and one-half time pay at their straight time hourly rate.

6.0 ARTICLE 6 OTHER PAID LEAVES OF ABSENCE

6.01 Bereavement Leave:

Any employee who experiences a death in the immediate family will be granted up to 24 hours of paid leave for the purpose of attending the funeral or memorial service. 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 8 additional hours off with pay. In the event an employee must travel in excess of 1,000 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 16 additional hours off with pay.

For the purpose of Bereavement Leave only, immediate family will mean:

- For the Employee: spouse, registered domestic partner, mother/father, foster parent, step-parent, Grandmother/grandfather, sister/brother, son/daughter, step-child, grandchild, aunt/uncle, son-in-law/daughter-in-law and any relative of the employee residing in the employee's immediate household at the time of the death.
- For the Employee's Spouse or Registered Domestic Partner: mother/father, grandmother/grandfather, sister/brother, aunt/uncle and any relative of the employee's spouse residing in the employee's immediate household at the time of the death.

Part-time employees are eligible for Bereavement Leave on a pro-rata basis.

The department manager, or, in the case of department managers, the General Manager, may, within his or her discretion, grant the employee additional time off provided that all accrued leave must be used prior to taking a leave of absence without pay for this purpose.

6.02 Jury Duty or Witness Leave:

Any employee who is called or required to serve as a juror or witness in a court case, in which s/he or her/his dependent is not a party, upon notification and appropriate verification from the court submitted to his or her immediate supervisor, will be entitled to be absent with pay from his or her duties with the District during the period of such service and while necessarily being present in court as a result of such call.

An employee is required to be present at work when not serving as a juror or as a member of a jury selection panel. An employee will notify his/her supervisor of any requirements (on-call status) made by the court that may affect the employee's ability to simultaneously fulfill his/her jury duty service and employment obligations. The employee must surrender to the District any payment received for jury service or witness fees, excluding mileage reimbursement.

6.03 Administrative Leave:

Employees who are in classifications that are FLSA Exempt will receive the full Administrative Leave annual accrual in the first pay period of January each calendar year. This leave is granted to employees whose job responsibilities cause them to

work significant additional hours in excess of a normal workweek. Annual Administrative Leave accruals for specific positions are shown in the following table:

Positions	Annual Accrual
Administrative Analyst III	80 Hours
All Department Heads	80 Hours
Deputy General Manager	80 Hours
District Clerk	80 Hours
Finance Supervisor	80 Hours
Health and Safety Manager	80 Hours

Any remaining balance of Administrative Leave after the last pay period in December will receive a Vacation Leave credit for the same number of hours remaining in Administrative Leave.

Effective September 1, 2019, new employees in positions in the table above shall be credited the annual accrual of administrative leave at the date of hire.

Use of administrative Leave must be approved in advance by the employee's supervisor, or, in the case of department managers, the General Manager. Upon termination, including death, extended military leave, or other extended leave without pay, an employee or the employee's estate will be paid for all accrued unused Administrative Leave at the employee's hourly rate of pay at the time of his/her termination.

6.04 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, must be allowed to take up 8 hours per month and no more than 40 hours each calendar year, for the purpose of attending child related activities, as defined in the Labor Code. The employee may use Vacation Leave, Administrative Leave, Compensatory Time Off, or time off without pay for the purpose of attending these activities. Whenever practical, the employee must request time off in advance of the time needed to attend these activities and provide documentation from the school or licensed childcare provider as proof of participation in these activities.

It is the policy of the District that it adheres to the principles of public accountability. Employees exempt under the Fair Labor Standards Act (FLSA) must use accrued paid leave to account for hours not worked if such hours exceed three hours on any scheduled workday.

7.0 ARTICLE 7 LEAVES OF ABSENCE WITHOUT PAY

7.01 Power to Grant Leave:

The General Manager will have the power within his or her sole discretion to grant leaves of absence, with or without pay.

7.02 Authorized Leave Without Pay:

The General Manager may grant or deny a leave of absence without pay to an employee for a period not to exceed 30 working days. Leave without pay will not be granted for more than 30 working days except upon written request of the employee and approval by the Board of Directors. Employees will continue to accrue leave at a full or prorated amount so long as they are in paid status. Once an employee has exhausted all paid leave accruals, they will no longer accrue any leaves.

7.02.01 Required Exhaustion of Accrued Leave:

Except as otherwise defined by law, an employee must exhaust all accrued leave down to 40 hours of sick leave prior to receiving authorization for leave without pay.

7.02.02 Grounds for Discharge:

In the absence of additional medical certification or mutually agreed upon extenuating circumstances, failure on the part of an employee to report to work promptly at the expiration of authorized leave without pay will result in discipline up to and including termination.

7.03 Unauthorized Leave of Absence:

All leaves of absence must be approved in accordance with the applicable sections of this Manual. Any absence on the part of the employee who has failed to obtain such approval or failure of an employee to report for duty with appropriate authorization as required by each department will result in the employee being placed on unauthorized leave of absence without pay.

7.03.01 Grounds for Discharge:

Unauthorized leave of absence without pay will be cause for disciplinary action up to and including termination.

7.04 Family Care Leave:

The District will fully comply with the requirements of the state and federal law regarding pregnancy disability leave and medical/family illness/childcare leave. All leaves of absence under this section are unpaid unless an employee has accrued leave balances, which will be integrated with any disability insurance payments. Application for use of leave under this section must be made per the District's Medical and Family Care Leave policy.

7.05 Military Leave:

An employee who is a member of the Reserve Corps of the Armed Forces of the United States or of the National Guard will be allowed time off in accordance with current provisions of Federal and California law for the purpose of fulfilling any required military obligation. An employee will be provided up to thirty days with pay.

8.0 ARTICLE 8 EMPLOYEE FRINGE BENEFITS

8.01 Group Medical/Dental/Vision Insurance Benefits:

Regular employees may participate in the District's group medical and dental benefits.

8.01.01 Medical Insurance:

The District will contribute an amount up to 100% of the monthly premium for the Kaiser Bay Area plan, based on the employee's selected coverage level (employee, employee+1, employee + 2), which will be the employer's share, toward medical insurance for each employee each month. Any and all monthly premiums in excess of the employer's share must be paid by the individual employee, which will be the employee's share. Any amounts in excess of the employer's share will be deducted from the employee's paycheck each pay period as a pre-tax deduction, as allowed by applicable law.

8.01.02 Dental and Vision Insurance:

The District will provide dental and vision plans for the employee and eligible dependents, including a registered domestic partner. The District will pay 90% of the monthly premium for the employee's selected dental plan, which will be the employer's share, every month. The remaining 10% of the monthly dental premium must be paid by the individual employee, which shall be the employee's share, and will be deducted from each employee's paycheck each pay period as a pre-tax deduction. The District will pay the full premium for the employee's selected vision plan.

8.01.03 Cash-In-Lieu Payments:

For those employees who are able to show proof of ongoing alternate medical coverage, the District will compensate each employee \$500 each month. The District will not pay cash-in-lieu of coverage under other dental and/or vision plans. Part-time employees will qualify to receive a pro-rated compensation per the conditions described in 8.01.04.

8.01.04 Part-Time Employment:

All part-time employees who work a minimum of 20 hours, but less than 40 hours per week, qualify to receive pro-rated health, dental and vision benefits and must pay a pro rata portion of the insurance premiums.

Medical, dental and vision benefits shall begin the first day of the calendar month following the first day of work at the District. For dental and vision, coverage will end the last day of the month that an employee is in pay status, except in the case of leave in accordance with the FMLA/CFRA. For medical, coverage will end the last day of the first full month following an employee's separation, except in the case of leave in accordance with the FMLA/CFRA.

8.02 Life Insurance:

The District will provide basic group life insurance coverage to all employees by a carrier of the District's choice. The coverage will be in an amount equal to one and one-half times (1.5x) the employee's annual salary with a maximum coverage amount of \$150,000. The District will pay the full premium for such life insurance coverage up to the age of 65. At age 65, a benefit reduction schedule may apply. This benefit is subject to applicable payroll taxes. Life insurance will become effective the first day of the calendar month following the first day of work at the

District and will continue until the last day of employment.

8.03 Deferred Compensation:

District employees are eligible to participate in the District's Deferred Compensation Plan through voluntary payroll deductions from the employee's wage. Employees may contribute, by payroll deduction, an amount up to the maximum allowed by law to the deferred compensation plan (457).

8.04 District Allowance:

Employees in positions covered by this manual who have successfully completed the probationary period may submit a request for reimbursement of up to \$2,000 for exempt classifications (Department Managers, Health and Safety Manager, and Deputy General Manager) and up to \$1,500 for all other classifications listed in this Manual 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 must 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 will 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 will 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.

8.05 Flexible Spending Arrangement:

The District offers a full flexible spending arrangement pursuant to the Internal Revenue Service Code for eligible District employees. A full description of the plan,

along with the annual update, can be requested from the Human Resources Analyst.

8.06 Mandatory Professional Fees and Licenses:

The District will pay the mandatory professional fees and licenses required by employees in the following unrepresented classes in order to maintain their continued employment with the West County Wastewater District or for other operational needs at the sole discretion of the General Manager:

Administration Supervisor

Administrative Services Department Manager

Communications Manager

Deputy General Manager

Finance Supervisor

Health and Safety Manager

Human Resources Manager

Infrastructure and Planning Department Manager

Water Quality and Resource Recovery Department Manager

8.07 State Disability Insurance/Paid Disability Leave:

The District participates in the State Disability Insurance/Paid Family Leave programs and agrees to deduct from the paycheck of each employee sufficient funds to pay for SDI/PFL.

8.07.01 State Disability Insurance/Paid Family Leave Integration:

Any employee who is absent due to personal disability for more than seven days may apply for State Disability Insurance benefits. Application forms will be available from the District office.

The District will integrate the employee's pay with the employee's State Disability benefits in the following way:

- A. The District will assume all employees received the maximum weekly SDI benefit.
- B. When an employee has Sick Leave, Vacation or Administrative Leave accruals to integrate, the weekly SDI benefit will be subtracted from the employee's base weekly wage. The difference will be deducted from the employee's leave banks, beginning with Sick Leave and continuing with other leaves that expire at the end of each year before applying Vacation Leave, and paid on normal District payroll.
- C. When an employee receives a SDI check, he/she will contact payroll if the amount of benefit is less than the maximum amount. The difference between the amount paid and the maximum amount of benefit will be made up from the employee's available Sick or Vacation Leave balances.
- D. Supplementary to State Disability Insurance payments. An employee entitled to SDI benefits will receive in addition thereto such portion of his

or her accumulated sick leave or vacation as will meet, but not exceed, the base earnings of the employee for his or her regular work week, up to a maximum of 40 hours per week. Employees will continue to accrue full or prorated leave balances as long as an employee is in paid status.

8.07.01 Paid Family Leave:

The District participates in the State Paid Family Leave program and will manage it the same as the State Disability Insurance program as outlined above.

8.07.03 Long-Term Disability:

The District will provide Long-Term Disability insurance at no cost to employees.

8.07.04 Management Vehicle Allowance:

Employees in positions covered by this Manual will receive a monthly allowance for the regular use of personal vehicles for District-related business and periodic assignment. The amount of allowance by position is shown in the table below:

Classification/Position	Monthly Allowance
Department Managers	\$250
Deputy General Manager	\$300

9.0 ARTICLE 9 RETIREMENT BENEFITS

9.01 Retirement Plan:

CalPERS (California Public Employees' Retirement Systems)

The District's contract with CalPERS provides the following retirement miscellaneous benefits. CalPERS determines an employee's member level as classic or new.

- A. Tier 1 - Retirement benefits: Classic members hired on or prior to January 1, 2013 or hired from a reciprocal agency without a "break in service" as defined by CalPERS, will receive the following PERS benefits.
 - 3% @60 retirement formula (GC 21354)
 - Single highest year compensation (GC 20042)
 - All Employees must pay a 8% contribution
- B. Tier 2 - New CalPERS members, as defined by PERS, hired on or after January 1, 2013, will receive the following PERS benefits.
 - 2% @ age 62 retirement formula
 - Three-year average of final compensation (GC 20042)

- Employee must pay 50% of normal cost as determined by CalPERS (currently 8%).

9.02 Survivor Benefits:

The District contracts with CalPERS to provide the "Fourth Level of 1959 Survivor Benefits."

9.03 Retiree Medical/Dental Benefits:

9.03.01 Medical:

The District's contribution to medical insurance premiums after retirement will be the amount necessary to pay the full cost of the retiree's enrollment, including the enrollment of the retiree's eligible family members, in a health benefits plan up to the amount provided to current employees. Retirees are responsible for the difference between his/her Health Premium and the District contribution amount.

The District has adopted a vesting schedule for the District's contribution to retiree health based on Government Code Section 22893. The vesting schedule provides that a minimum of 10 years of CalPERS service is required to receive 50% of the employer contribution. Five of those years must be at the District. Each additional service credit year after 10 years increases the employer contribution percentage by five percent (5%) until 20 years, at which time the retiring employee is eligible for 100% of the employer contribution. This vesting schedule applies only to employees hired after September 1, 2007. For retirees hired before September 1, 2007, the District will contribute up to the amount allowed in paragraph 8.01.01.

To comply with requirements of Governmental Accounting Standards Board (GASB) statements No. 43 and No. 45, the District established a PARS Trust in fiscal 2010. Each employee covered by this manual hired on or after January 1, 2013, must contribute 2% of his/her pay each pay period to the OPEB trust fund. The District will pay the remainder of the required contribution into the fund.

9.03.01 Dental:

For employees previously associated with the PEU Local One managerial bargaining unit prior to or on January 31, 1999 only, District payment of dental insurance to age 65, after retirement, will be as follows:

- a. If the employee is at least 55 years of age at retirement, the District will pay 50% of the premium for the employee and his/her eligible family members, if employed with the District at least 15 years.
- b. If the employee is at least 55 years of age at retirement, the District will pay the full premium for the employee and his/her eligible family members, if employed with the District at least 20 years.

All other employees covered under this manual are not eligible for this benefit.

10.0 ARTICLE 10 LAYOFF POLICY AND PROCEDURE

10.01 Announcement of Layoff:

A layoff may be necessitated by, but not limited to, the following: shortage of work or funding changes; a change in the direction of the organization; and/or the abolition of positions, departments in whole or in part. In the event of a layoff, the General Manager will notify the Administrative Services Department Manager of the intended action and the reason for the layoff to allow for processing the necessary personnel actions.

10.02 Notification:

Employees will be notified individually, in writing, of pending layoffs as soon as possible, with no less than 60 calendar days' notification if their positions are identified for elimination.

10.03 Appeal Procedures:

The decision to implement a layoff is not appealable.

11.0 ARTICLE 11 DISCIPLINARY ACTION

11.01 Policy:

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

Employees of the District may be disciplined for just cause. Disciplinary actions may include the following:

- Verbal reprimand
- Written reprimand
- Suspension
- Reduction in pay
- Demotion
- Discharge

11.02 Probationary Employees:

Probationary employees, except those who are serving a probationary period pursuant to promotion or job change within the District, may be disciplined up to and including termination for any reason. Such action will 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 will be provided with the reasons for the District's decision.

11.03 Due Process:

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

11.04 Appeals:

Employees, except probationary employees, may appeal the following disciplinary actions through the grievance procedure:

- Suspension
- Reduction in pay
- Demotion
- Discharge

12.0 ARTICLE 12 GRIEVANCE PROCEDURE**12.01 Grievance Procedure:**

A grievance is any dispute between an employee who has successfully completed the required probationary period and the District with respect to the meaning, interpretation, application and enforcement of this Manual. At any step of this grievance procedure, an aggrieved employee may represent him/herself or may choose to have legal representation at the employee's expense.

12.02 Grievance Steps:

Step I: An aggrieved employee must first meet and discuss with his/her first level supervisor any grievance, as defined above, within five working days of the alleged violation of this Manual before moving the grievance to Step II. 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 within 21 calendar days of the alleged violation of this Manual. If the employee and supervisor are unable to resolve the matter, either party may refer the grievance to Step III within 21 calendar days of the date that the grievance is filed. The grievance must be in writing and state the section(s) of the Agreement that the employee believes have been violated, the date of the alleged violation, and the remedy sought.

Step III (a): If the employee is not satisfied that the Step II response, the employee may refer the matter in writing to their Department Manager. The employee must file a Step III written request for review of the matter in writing to the Department Manager within 21 calendar days of the date that the employee receives the Step II response. If the employee is not satisfied with the response of the Department Manager at Step III (a), he/she may refer the matter to Step IV within 21 calendar days of the Step III (a) response.

Step IV: Upon the written request of the employee, 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 of receipt of the General Manager's decision. The appeal must be in writing setting forth the provisions of the Agreement violated,

how it was violated and the suggested remedy. All supporting and prior documentation relating to the grievance shall be attached to the appeal. 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.

12.01 Discharge, Suspension, Disciplinary Demotion:

In grievances involving only discharges, suspension or disciplinary demotion, the employee 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.

12.02 Time Limits:

The parties agree to make every reasonable attempt to respond within the time limits set forth herein. However, time limits may be extended by mutual agreement in writing or by the General Manager where a written request for such extension is submitted prior to the expiration of the applicable time period.

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.

12.03 Release Time:

The grievant may request up to one hour of release time off work to prepare for the initial grievance meeting (Step II). The grievant shall be afforded release time off work to attend meetings with District representatives at Step II or above.

EXHIBIT A CLASSIFICATIONS COVERED BY UNREPRESENTED EMPLOYEE MANUAL

<u>Classification</u>	<u>Status</u>
Administrative Analyst I	Non-Exempt
Administrative Analyst II	Non-Exempt
Administrative Analyst III	Exempt
Administrative Services Department Manager	Exempt
Deputy General Manager	Exempt
District Clerk	Exempt
Executive Assistant	Non-Exempt
Finance Supervisor	Exempt
Health and Safety Coordinator	Non-Exempt
Health and Safety Manager	Exempt
Human Resources Analyst	Non-Exempt
Infrastructure and Planning Department Manager	Exempt
Water Quality and Resource Recovery Department Manager	Exempt

EXHIBIT B DEFINITIONS

Accrual: The rate at which a leave or benefit is earned and the accumulation of that leave or benefit.

Alternate Work Schedule: Any work schedule where an employee's schedule is not the standard five day, eight-hour workweek, such as a 9/80, 3:4/12, or 4/10 schedule.

Authorized Leave Without Pay: Time off from work without pay with pre-approval of the General Manager, or his/her designee.

Day: Except where specifically stated, all references to days for the purpose of tracking deadlines or notice requirements shall refer to calendar days.

Flexible Schedule: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the appointing authority. This type of schedule is typically for the convenience of the employee, meets operational needs or is an accommodation, and does not create unscheduled, unanticipated or unapproved overtime.

Full-Time Employee: An employee who works at least 40 hours per week.

Part-Time Employee: An employee who works at least 20 but less than 40 hours per week. All benefits and leave accruals are pro-rated based on the percentage of full-time equivalent work.

Probationary Period: The period of time in which an employee's performance is reviewed as part of the selection process for original or promotional appointment into a District position.

Regular Employee: An employee who works at least 20 hours per week and who has successfully completed the required probationary period.

Regular Rate of Pay: The rate of pay, as defined by the Fair Labor Standards Act, used to pay time worked in excess of the regular workweek.

Sick Leave: Paid leave accrued per the established annual accrual rate for the sole purpose of time off needed for one of the following reasons:

- Non-industrial illness or injury when an employee has a medical or dental appointment which cannot be scheduled outside the workday, has a medical emergency or is indisposed by reason of illness, injury, exposure to contagious disease, or trauma from attending work and performing duties; or when an employee's illness would endanger or disturb coworkers;
- Diagnosis, care, or treatment of the employee's existing health

condition or preventive care for an employee; or

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" will mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent. Sick leave under this paragraph will not exceed 50% of an employee's annual leave allotment unless extended by the City Manager or designee upon written request of an employee.

In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

- To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Time Increments: For the purpose of tracking time, earning overtime pay or compensatory time off or leave use, the District uses increments of 1/10 of an hour (0.10).

Unauthorized Leave Without Pay: Leave time off from work without submitting appropriate request for approval and without receiving prior authorization and approval or leave without pay without pre-approval of the General Manager, or his/her designee.

Unrepresented Employee: An employee of the District who is not represented by a representative bargaining unit such as a union or employee association.

Vacation Leave: Paid leave accrued per the established annual accrual rate based on years of service for the purpose of personal time off, which must be pre-approved by the employee's supervisor.

Workweek: The workweek will consist of seven days beginning at 12:01 a.m. on Monday to and including 12:00 midnight the following Sunday and will consist of 40 hours of work.