



## **West County Wastewater**

# **Unrepresented Employees Terms and Conditions**

**Effective: September 1, 2019 through June 30, 2022**  
**Adopted December 4, 2019**  
**Amended June 16, 2021**

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## **Unrepresented Employees Terms and Conditions**

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 West County Wastewater (WCW).

This Unrepresented Employee Terms and Conditions provides policies and procedures that affect the working conditions and benefits of unrepresented employees of WCW. Rules, which describe general policies of WCW's personnel system, are found in West County Wastewater's Employee Handbook. These terms and conditions supersede the WCW Employee Handbook when language conflicts with this Terms & Conditions.

## **1.0 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. WCW's pay records, practices and procedures will govern the payment of all wages.

### **1.1 Hours and Days of Work**

Full-time non-exempt employees will work a predetermined schedule of 40 hours per week and unpaid lunch breaks, usually five eight-hour days. Employees may request flexible or alternate work schedules in accordance with WCW guidelines.

### **1.2 Workweek**

The workweek will consist of seven days. The specific workweek will be determined based on the employee's work schedule.

### **1.3 Payment of Wages**

Employees will be paid on a bi-weekly retrospective basis, with paydays on alternate Fridays. When a payday 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 unrepresented unit will be posted on WCW'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

### **1.4 Rest Periods**

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

### **1.5 Wage Ranges**

Wage ranges will be reviewed and adjusted for Board of Directors approval, as appropriate. Typically, this will occur on or near July 1<sup>st</sup> or as deemed necessary for optimal operations.

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 their 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.

#### **1.6 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.

#### **1.7 Regular Rate of Pay**

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

#### **1.8 Bilingual Premium Pay Differentia**

An employee who is required as an essential part of their job to routinely and consistently provide non-English language services, as determined by WCW will receive a Bilingual Premium Pay Differential of \$65 per pay period. Only those employees who possess and can demonstrate second language competency, are entitled to receive this differential. The employee must agree to use the bilingual skill during their normal work shift regardless of assignment.

#### **1.9 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 Directors and the Deputy General Manager 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.

The General Manager or their designee must approve assignments in advance.



## **2.0 PROBATIONARY PERIOD**

### **2.1 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. Probationary employees in an initial appointment with WCW are at-will employees. Probationary employees are to be evaluated by their immediate supervisors every four months. At their sole discretion, the General Manager or their designee 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 one-half of the original probationary period.

### **2.2 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 their position and to eliminate any probationary employee whose performance does not meet the required standards of work.

### **2.3 Rejection During Probationary Period**

During the Probationary Period, the General Manager, or their designee, without cause and without the right of appeal, may reject an employee from employment at any time.

### **2.4 Rejection During Promotion Probationary Period**

An employee rejected during the Probationary Period following a promotional appointment will be reinstated to the classification from which they were promoted unless they are subject to disciplinary action and are discharged from employment.

### **2.5 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 their 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 and approved.

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 the 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 VACATION LEAVE

#### 3.1 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 <sup>st</sup> through 5 <sup>th</sup> years
160 hours (4 work weeks)	During the 6 <sup>th</sup> through 15 <sup>th</sup> years
200 hours (5 work weeks)	During the 16 <sup>th</sup> through 25 <sup>th</sup> years
240 hours (6 work weeks)	During the 26 <sup>th</sup> 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 these Terms & Conditions who have worked for 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 Six Months of Employment 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 section 7 of the Terms & Conditions, 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.

### **3.2 Leave Approval**

Employee's supervisor must approve vacation Leave, in advance. In the case of an emergency, Vacation Leave use may be granted with little or no advance notice.

### **3.3 Leave Use**

Employees shall not be eligible to use Vacation Leave in advance of posting in the payroll system. Employees cannot take Vacation Leave in excess of their accrued Vacation Leave except under conditions outlined in section 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.

### **3.4 Leave Scheduling**

The department will determine the times during the calendar year at which an employee may take their Vacation Leave. If the requirements of the service are such that the department 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 the Terms & Conditions.

### **3.5 Maximum Vacation Leave Accumulation**

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

### **3.6 Payout Upon Separation or Extended Unpaid Leave**

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

### **3.7 Holidays Occurring During Leave**

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

### **3.8 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 General Manager or their designee.

### **3.9 Vacation Sell Back**

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

- A. Twice per calendar year, employees have the option to sell back to WCW up to 80 hours of accumulated vacation leave. To qualify, the employee must maintain a minimum of 64 hours of accrued vacation leave at the time of the request and submit the form to payroll during the month of May and/or November. Qualified requests will be paid out on the next available payroll process.

## **4.0 SICK LEAVE**

### **4.1 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, if 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.

### **4.2 Sick Leave Not a Privilege**

Sick Leave shall be allowed in compliance federal and state laws.

### **4.3 Family Sick Leave**

Subject to the provisions of applicable WCW 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.

### **4.4 Notice to Supervisor**

In order to use Sick Leave to cover an absence due to an unanticipated illness, the employee must notify their supervisor 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.

#### **4.5 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.

#### **4.6 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 Human Resources 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.

#### **4.7 Workers' Compensation and Wage Continuation**

A third-party provider administers workers' Compensation benefits. WCW will integrate Worker's Compensation and other benefits in accordance with state law.

#### **4.8 Sick Leave Upon Retirement**

Immediately prior to retirement, employees whose record of service with WCW has been satisfactory and who otherwise qualify for retirement through the official retirement system of WCW, 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 workdays, whichever is shorter.

Employees who want to use all or any part of their accumulated Sick Leave in conjunction with their retirement must provide WCW 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.

#### **4.9 Sick Leave Upon Separation**

Separation from employment with WCW will cause cancellation of any unused Sick Leave accrual, except as provided in Sick Leave Upon Retirement, and no payment other than that provided for in this section will be made for such accrued but unused Sick Leave. If an employee returns to WCW 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 their prior service.

## 5.0 HOLIDAYS

### 5.1 Holidays

WCW 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 section.

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

### 5.2 Eligibility

In order to be eligible for holiday pay, an employee must be on active duty or paid leave status on their regularly scheduled workdays before the holiday. If an employee is on unpaid leave status, they will not be paid for the observed holiday.

### 5.3 Part-Time Employee Eligibility

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

### 5.4 Working on the Holiday

FLSA exempt employees who are required to work on the day observed by WCW as a holiday will be granted an alternative scheduled holiday during the same

workweek or compensation time at the employee's regular (non-overtime) hourly wage rate. 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 OTHER PAID LEAVES OF ABSENCE**

### **6.1 Bereavement Leave**

Any employee who experiences a death in the immediate family will be granted up to 24 hours of paid bereavement 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 arrange in connection with the death of a family member, that they may be granted 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 arrange in connection with the death of a family member, they may be granted up to 16 additional hours off with pay.

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

- A. 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.
- B. 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.
- C. Part-time employees are eligible for Bereavement Leave on a pro-rata basis. The General Manager or their designee may within their discretion, grant the employee additional time off via use of their accrued leave balances, or a leave of absence without pay if all accrued leaves are exhausted.

### **6.2 Jury Duty or Witness Leave**

Any employee who is called or required to serve as a juror, or witness in a court case other than those of a personal nature, in which they or their dependent is not a party, upon notification and appropriate verification from the court submitted to their immediate supervisor, will be entitled to be absent with pay from their duties with WCW 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 their supervisor of any requirements (on-call status) made by the court that may affect the employee's ability to simultaneously fulfill their jury duty service and

employment obligations. The employee must surrender to WCW any payment received for jury service or witness fees, excluding mileage reimbursement.

### **6.3 Administrative Leave**

Employees who are in classifications that are FLSA Exempt will receive the full Administrative Leave annual accrual of 80 hours in the first pay period of January each calendar year. 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 shall be credited the annual accrual of administrative leave at the date of hire.

The employee's supervisor must approve use of administrative Leave in advance. Upon separation, 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 their separation.

### **6.4 Child Related Activities Leave**

For absences under California Labor Code, Section 230.8, employees may use Vacation Leave, Administrative Leave, or time off without pay for attending these activities. 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.

WCW 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 LEAVES OF ABSENCE WITHOUT PAY**

### **7.1 Power to Grant Leave**

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

### **7.2 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. 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.

#### **7.2.1 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.

#### **7.2.2 Grounds for Discharge**

Notwithstanding protections under state and federal law, 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.

### **7.3 Unauthorized Leave of Absence**

All leaves of absence must be approved in accordance with the applicable sections of Terms & Conditions. 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 will result in the employee being placed on unauthorized absence without pay.

#### **7.3.1 Grounds for Discharge**

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

### **7.4 Family Care Leave**

WCW 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 Medical and Family Care Leave Act.

### **7.5 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 fulfilling any required military obligation. An employee will be provided up to thirty days with pay.

## **8.0 EMPLOYEE FRINGE BENEFITS**

### **8.1 Group Medical/Dental/Vision Insurance Benefits**

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

#### **8.1.1 Medical Insurance**

WCW will provide a medical plan for the employee and eligible dependents, including a registered domestic partner. WCW 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. The individual employee must pay all monthly premiums in excess of the employer's share, 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.

#### **8.1.2 Dental and Vision Insurance**

WCW will provide dental and vision plans for the employee and eligible dependents, including a registered domestic partner. WCW will pay 90% of the monthly premium for the employee 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. WCW will pay the full premium for the employee's selected vision plan.

#### **8.1.3 Cash-In-Lieu Payments**

For those employees who do not participate in WCW's medical insurance and show proof of ongoing alternate medical coverage, WCW will compensate each employee \$500 each month. WCW 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 8.1.4.

#### **8.1.4 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 WCW. 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.

### **8.2 Life Insurance**

WCW will provide basic group life insurance coverage to all employees by a carrier of WCW'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. WCW 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 WCW and will continue until the last day of employment.

### **8.3 Deferred Compensation**

Employees are eligible to participate in WCW'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).

### **8.4 District Allowance**

Employees in positions covered by these Terms & Conditions who have successfully completed the probationary period may submit a request for reimbursement of up to \$2,000 for exempt classifications and up to \$1,500 for all other classifications listed in the Terms & Conditions 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 WCW with supporting documentation dated in the applicable fiscal year. WCW 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 WCW 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: WCW 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 WCW.
- C. Activities for Professional Growth: The cost of activities that enhance the employee's skills, performance, and/or knowledge of WCW operations and/or WCW's role in the community. Such activities may include the cost of certifications related to WCW operations, or 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.

### **8.5 Flexible Spending Arrangement**

WCW offers a full flexible spending arrangement pursuant to the Internal Revenue Service Code for eligible WCW employees. A full description of the plan, along with the annual update, can be requested from Human Resources.

### **8.6 Mandatory Professional Fees and Licenses**

WCW will pay the professional fees and licenses for unrepresented employees when required to maintain their continued employment with West County Wastewater or for other operational needs at the sole discretion of the General Manager or their designee.

### **8.7 State Disability Insurance/Paid Disability Leave**

WCW 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.

#### **8.7.1 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 WCW office.

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

- A. WCW 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 an SDI check, they will contact Payroll staff 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 their accumulated sick leave or vacation as will meet, but not exceed, the base earnings of the employee for their regular workweek, 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.

### **8.8 Paid Family Leave**

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

### **8.9 Long-Term Disability**

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

### **8.10 Management Vehicle Allowance**

Employees in positions covered by the Terms & Conditions will receive a monthly allowance for the regular use of personal vehicles for WCW-related business and periodic assignment. The amount of allowance by position is shown below:

<b>Classification/Position</b>	<b>Monthly Allowance</b>
Department Directors	\$250
Deputy General Manager	\$300

## **9.0 RETIREMENT BENEFITS**

### **9.1 Retirement Plan**

#### **CalPERS (California Public Employees' Retirement Systems)**

WCW contracts 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 an 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.

## **9.2 Survivor Benefits**

WCW contracts with CalPERS to provide the “Fourth Level of 1959 Survivor Benefits.”

## **9.3 Retiree Medical/Dental Benefits**

### **9.3.1 Medical**

WCW’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 their Health Premium and WCW contribution amount.

WCW has adopted a vesting schedule for WCW’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 WCW. 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, WCW will contribute up to the amount allowed in section 8.1.1.

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

### **9.3.2 Dental**

For employees previously associated with the PEU Local One managerial bargaining unit prior to or on January 31, 1999 only, WCW 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, WCW will pay 50% of the premium for the employee and their eligible family members, if employed with WCW at least 15 years.
- B. If the employee is at least 55 years of age at retirement, WCW will pay the full premium for the employee and their eligible family members, if employed with WCW at least 20 years.
- C. No employees covered under the Terms & Conditions are eligible for this benefit.

## **10.0 LAYOFF POLICY AND PROCEDURE**

### **10.1 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.

### **10.2 Notification**

In the event of a layoff, 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.

### **10.3 Appeal Procedures**

The decision to implement a layoff is not appealable.

## **11.0 DISCIPLINARY ACTION**

### **11.1 Policy**

It is the Policy of WCW that, whenever possible, progressive discipline will be utilized. However, in all cases, the action taken by WCW will be commensurate with the offense and thus there may be times when termination is discipline for a first offence.

### **11.2 Notice**

All proposed significant disciplinary actions (i.e., suspension without pay, reduction in salary, demotion, or termination) must be presented to the employee in writing. Acceptable methods of service on the employee include personal, USPS first class mail with Proof of Service Form to the address for the employee on file with the District, or email to all email addresses for the employee on file with WCW. The written notice of proposed discipline will include:

- the nature and level of the discipline proposed,
- a statement of the facts upon which the discipline is based,
- the policy, rule, or other authority allegedly violated,
- the proposed effective date of the disciplinary action,
- the identity and signature of the WCW representative initiating the proposed discipline,
- copies of all materials that relied upon in support the proposed discipline,
- the right to respond to the proposed discipline,
- the name of the WCW representative who will hear the employee's response, and
- instructions on how to respond to the proposed disciplinary action.

### **11.3 Right to Respond**

The employee has the right to respond verbally, in writing, or in a meeting

regarding the proposed disciplinary action within five (5) calendar days of receipt of the notice of proposed discipline. The employee may be represented by a person of their choosing and may present evidence and witnesses.

An employee's failure to respond within the five (5) calendar days of receipt is a waiver by the employee of their right to respond and an acceptance of the proposed discipline.

#### **11.4 Final Decision**

Upon receipt and consideration of the employee's response including presentation of evidence and witnesses, if any, the WCW representative's final written decision will be provided to the employee in writing by one of the following methods: personally, via USPS first class mail with Proof of Service Form, or email to all email addresses for the employee on file with WCW.

In the event the proposed disciplinary action is termination, the employee will be removed from duty with pay immediately pending the final written decision.

#### **11.5 Appeal**

An employee who had responded to the proposed discipline may appeal the final decision in writing within ten (10) calendar days of receipt to the General Manager. The determination of the General Manager is final and binding, with the exception noted below.

#### **11.6 Board Review**

In the event an employee who has been terminated from employment files a credible written claim with the Secretary to the District/District Clerk that the General Manager's determination was a product of unlawful discrimination, the matter will be referred to the Board of Directors.

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

- A. Written reprimand
- B. Suspension
- C. Reduction in pay
- D. Demotion
- E. Discharge

#### **11.7 Probationary Employees**

Probationary employees, except those who are serving a probationary period pursuant to promotion or job change within WCW, 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 WCW's decision.

## **12.0 GRIEVANCE PROCEDURE**

### **12.1 Grievance Procedure**

A grievance is any dispute between an employee who has successfully completed the required probationary period and WCW with respect to the application and enforcement of the Terms & Conditions. At any step of this grievance procedure, an aggrieved employee may represent them self or may choose to have representation at the employee's expense.

### **12.2 Grievance Steps**

**Informal:** An aggrieved employee must first meet and discuss with their first level supervisor any grievance, as defined above, within seven calendar days of the alleged violation of the Terms & Conditions. If the employee and supervisor are unable to resolve the matter, the employee must file a written grievance under Step I if they wish to pursue the matter.

**Step I:** An aggrieved employee must file the grievance in writing on the form prescribed by WCW with their first level supervisor within 14 calendar days of the alleged violation or seven calendar days from the date of the meeting with the supervisor, whichever is greater. Failure to fully complete the form shall constitute a withdrawal of the grievance by the employee. The first level supervisor has seven calendar days to respond in writing to the grievance.

**Step II:** If the employee is dissatisfied with the first level supervisor's decision, they may appeal the grievance to Step II within seven calendar days of receipt of the Step I decision by filing a copy of the original grievance form, their first level supervisor's decision, and a written statement of their specific reasons for appeal to their Department Director. The Department Director has 10 calendar days to respond in writing to the grievance.

**Step III:** If the employee is dissatisfied with the Department Director's decision, they may appeal the grievance to Step III within 7 calendar days of receipt of the Step II decision by filing a copy of the original grievance form, their supervisor and Department Director's decisions, and a written statement of their specific reasons for appeal to the General Manager. The General Manager or their designated representative has 14 calendar days to respond in writing to the grievance.

**Step IV:** If an employee is not satisfied with the Step IV response, they may file an appeal with the Board of Directors through the Secretary to the District/District Clerk within 21 calendar days of receipt of the General Manager's decision. The appeal must be in writing setting forth the provisions

of the Terms & Conditions allegedly violated, how it was violated and the requested remedy. All supporting and prior documentation relating to the grievance shall be attached to the appeal. The Board shall consider the matter and issue a final and binding decision within 45 calendar days of receipt by the Secretary to the District/District Clerk.

### **12.3 Time Limits**

The parties agree to make every reasonable attempt to respond within the time limits set forth herein. Time limits may only be extended by mutual agreement in writing with approval by Human Resources where a written request for such extension is submitted prior to the expiration of the applicable time period.

Absent a mutually agreed extension of time, failure to communicate a decision on a grievance within the specified time limits shall mean that the grievance is denied and permits an appeal to the next step. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance.

### **12.4 Release Time**

The grievant may request up to one hour of release time off work to prepare for the initial grievance meeting. The grievant shall be afforded release time off work to attend meetings with WCW representatives as scheduled by WCW.

## EXHIBIT A UNREPRESENTED EMPLOYEE CLASSIFICATIONS

<b><u>Classification</u></b>	<b><u>Status</u></b>
Assistant Management Analyst	Non-Exempt
Associate Management Analyst	Non-Exempt
Deputy General Manager	Exempt
Director of Administrative Services	Exempt
Director of Infrastructure and Planning	Exempt
Director of Water Quality and Resource Recovery	Exempt
Executive Assistant	Non-Exempt
Finance Manager	Exempt
Financial Analyst	Exempt
Health and Safety Coordinator	Non-Exempt
Health and Safety Manager	Exempt
Human Resources Analyst	Exempt
Human Resources Manager	Exempt
Secretary to the District/District Clerk	Exempt
Senior Management Analyst	Exempt

\*This may include additional positions as approved by separate action of the Board.

## 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 their 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 their 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 General 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 tracking time, earning overtime pay or compensatory time off or leave use, WCW uses increments of 1/10 of an hour (0.10).

**Unauthorized Leave Without Pay:** Absence from work without submitting appropriate request for approval and without receiving prior authorization of the General Manager, or their designee.

**Unrepresented Employee:** An employee of WCW 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. Management will determine the start day and ending day pending the employees work schedule.