

Local One/AFSCME Council 57  
Managerial Employees Unit  
7/1/2021-6/30/2024



Memorandum of Understanding  
between  
West County Wastewater (WCW)  
and  
Public Employees Union Local One/AFSCME Council 57  
Managerial Employees Unit (MEU)  
July 1, 2021 - June 30, 2024

## Table of Contents

<b>1.0</b>	<b>TERM</b>	<b>3</b>
<b>2.0</b>	<b>RECOGNITION</b>	<b>3</b>
<b>3.0</b>	<b>UNION MEMBERSHIP</b>	<b>3</b>
<b>4.0</b>	<b>REPRESENTATION MATTERS</b>	<b>3</b>
4.1	No Concerted Activities	3
4.2	Confidential Information	4
4.3	Dues Deductions	4
<b>5.0</b>	<b>GRIEVANCE PROCEDURE</b>	<b>5</b>
5.1	Time Limits:	6
5.2	Release Time:	6
<b>6.0</b>	<b>DISCIPLINARY ACTIONS</b>	<b>6</b>
6.1	Required Notice	7
6.2	Right to Respond	7
6.3	Final Decision	8
6.4	Appeal	8
6.5	Board Review	8
<b>7.0</b>	<b>PROBATIONARY PERIOD</b>	<b>8</b>
7.1	Length of Probationary Period	8
7.2	Objectives of Probationary Period	8
7.3	Rejection During Initial Probationary Period	9
7.4	Rejection During Promotion Probationary Period	9
<b>8.0</b>	<b>PROMOTION</b>	<b>9</b>
<b>9.0</b>	<b>VACATIONS</b>	<b>9</b>
<b>10.0</b>	<b>LEAVES</b>	<b>10</b>
10.1	Sick Leave	10
10.2	Sick Leave Retiree Benefit	11
10.3	Family Sick Leave	12
10.4	Bereavement Leave	12
10.5	Administrative Leave	13
10.6	Accrual of Administrative Leave	13

10.7	Jury Duty.....	13
11.0	HOLIDAYS .....	14
12.0	HEALTH BENEFITS .....	14
12.1	Medical After Retirement.....	15
12.2	Dental After Retirement .....	16
12.3	CalPERS Retirement Benefits .....	16
12.4	Life Insurance.....	16
13.0	WAGES .....	17
14.0	OUT-OF-CLASS PAY .....	17
15.0	WORKING HOURS .....	17
16.0	DISTRICT ALLOWANCE.....	17
17.0	PROFESSIONAL DEVELOPMENT INCENTIVES .....	18
18.0	STATE DISABILITY INSURANCE .....	19
19.0	SAVINGS CLAUSE .....	20
20.0	SUPERSESSION.....	20

## **1.0 TERM**

This Memorandum of Understanding is for a term effective July 1, 2021 and ending June 30, 2024.

## **2.0 RECOGNITION**

West County Wastewater ("WCW") recognizes Public Employees Union, Local One/AFMSCE Council 57 ("Union"), as the exclusive representative of the Managerial Employees Bargaining Unit ("MEU").

## **3.0 UNION MEMBERSHIP**

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

- If the Union Field Representative is not available, the Union shall designate an alternate who will serve as the contact for New Employee Orientation (NEO) related matters.
- WCW shall provide the Union NEO contact with at least ten (10) days' notice of the NEO date barring an urgent need critical to WCW operations that was not reasonably foreseeable.
- As part of the NEO process, WCW shall provide the Union the employee's name, job title, work location, home address, work/home/cell numbers and personal email address (from WCW files) within 30 days of the date of hire or by the first pay period of the month following hire, and also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days.
- The Union NEO contact shall be allowed up to 30 minutes to meet with the new employee.

## **4.0 REPRESENTATION MATTERS**

### **4.1 No Concerted Activities**

During the term of this MOU, the Union, its members and representatives, and the MEU bargaining unit agree that it and they will not engage in, authorize, sanction, or support any strike, sympathy strike, slowdown, stoppage of work, sickout, or other concerted refusal to perform customary duties. In the event of any concerted activity in violation of this clause, the Union shall, on written notice by the WCW, issue a statement addressed to the bargaining unit members, with a copy delivered to WCW, declaring the concerted activity not sanctioned and unlawful, and directing the bargaining unit members to immediately cease and desist such activity and to return to work.

#### **4.2 Confidential Information**

MEU and its individual bargaining unit members agree that and recognize that by virtue of bargaining unit members' employment positions with the WCW, bargaining unit members have access to personnel, budgetary, planning, and other managerial and supervisory information and documents that are of a sensitive and confidential nature ("confidential information"). Bargaining unit members shall maintain the confidential nature of all such confidential information, and shall not share or disclose it to the public or to any employees of the WCW other than MEU members or upper WCW management. Violation of this confidentiality provision shall be grounds for discipline up to and including dismissal.

#### **4.3 Dues Deductions**

- a. WCW agrees to provide MEU bargaining unit employees a payroll deduction option for the payment of dues to the Union.
- b. Each MEU bargaining unit employee may sign up for Payroll Deduction on a union-provided form if the employee opts to pay dues and authorizes in writing such payroll deduction. It is understood that the dues will be deducted until revocation of such authorization, or until the transfer of the employee to a unit represented by another recognized employee organization or to a class not contained in a representation unit, whichever occurs first. Employees are free to discontinue dues deduction by notifying the WCW's Payroll Unit and the Union in writing.
- c. It is understood that employees are free to authorize dues deduction at any time, and that employees are free to revoke such authorization at any time.
- d. The WCW will not deduct any Union fines, penalties, or special assessments from the pay of any employees.
- e. It shall be the sole responsibility of the Union to see that the necessary authorization form is properly completed and delivered to the WCW's Payroll Unit.
- f. WCW will provide a list of employees newly hired into regular positions represented by the Union on at least a monthly basis. The WCW will also provide the Union with copies of signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.

- g. The Union shall indemnify, defend and hold the WCW, its officers, officials, agents and employees, harmless against any and all claims, demands, suits or liabilities (monetary or otherwise) and for all legal costs including attorneys' fees arising from any action taken or not taken by the WCW, its officers, officials, agents and employees in handling authorized payroll deductions for the payment of dues to the Union in compliance with this section.
- h. The WCW will provide the Union with information on employees' names, departments, units, and classifications on a quarterly basis.

## 5.0 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 this MOU. At any step of this grievance procedure, an aggrieved employee may represent themselves or may choose to have representation.

**Informal Step:** 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 this MOU. 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 Head. The Department Head has 10 calendar days to respond in writing to the grievance.

**Step III:** If the employee is dissatisfied with the Department Head'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 Head's decisions, and a written statement of their specific reasons for appeal to the General Manager. If advisory arbitration is sought by the Union, the request must accompany the appeal to the General Manager. The matter will then be referred to a neutral arbitrator for an advisory, non-binding opinion. The General Manager or their designated representative has 14 calendar days following receipt of the appeal or receipt of the arbitrator's findings, whichever occurs later, to render a final and binding decision.

### **5.1 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.

### **5.2 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.

## **6.0 DISCIPLINARY ACTIONS**

It is the Policy of WCW that, whenever possible, progressive discipline shall be utilized. In all cases, the action taken by WCW shall be commensurate with the offense. Employees of WCW may be disciplined for just cause. Disciplinary actions may include the following:

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

## Discharge

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

WCW agrees to comply with established laws of the State of California regarding due process and notice to the employee of disciplinary action. Employees, except probationary employees, may appeal a disciplinary action which will result in a loss of pay through the following procedure. For Written Reprimands, see "Right to Respond".

### **6.1 Required Notice**

All proposed 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 WCW, 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.

### **6.2 Right to Respond**

The employee has the right to respond to a Written Reprimand or the proposed disciplinary action orally or in writing within five (5) calendar days of receipt. 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.

### **6.3 Final Decision**

Upon receipt and consideration of the employee's response, 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.

### **6.4 Appeal**

An employee who had responded to the proposed discipline or Written Reprimand 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.

### **6.5 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.

## **7.0 PROBATIONARY PERIOD**

### **7.1 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 twelve (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 (4) months. 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 one-half of the original probationary period.

### **7.2 Objectives of Probationary Period**

The Probationary Period is 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.

**7.3 Rejection During Initial Probationary Period**

During the initial 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.

**7.4 Rejection During Promotion Probationary Period**

An employee rejected during the Probationary Period following a promotional appointment will be reinstated to the classification from which he or she was promoted unless they are subject to disciplinary action and he or she is discharged in the manner provided in this MOU.

**8.0 PROMOTION**

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

An employee whose classification is changed to a classification with a higher salary range shall be placed at the lowest step in the new salary range that provides an increase. Upon approval of the General Manager or designee, the employee may be placed at a higher step in the new salary range.

Upon promotion by either means, a new anniversary date is established. The employee is eligible for his/her first salary increase after successful completion of his/her probationary period, and increments every 12 months thereafter, until the maximum step is reached.

**9.0 VACATIONS**

**9.1 Vacation Accrual**

Accrual for vacation shall be as follows:

<b>Annual Accrual</b>	<b>Years of Actual Service based on Date of Hire</b>
80 hours	During 1st through 2nd years
120 hours	During 3rd through 6th years
160 hours	During 7th through 17th years

200 hours	During 18th through 25th years "
240 hours	During 26th and subsequent years

**9.2 Maximum Vacation Leave Accumulation**

There shall be a cap on the accumulation of vacation time at 400 hours. If an employee reaches the 400-hours, they shall cease accumulating additional vacation time until such time as they take vacation and falls below the cap. An employee shall make a good faith effort to schedule adequate vacation time each year so as to stay under the 400-hour cap.

**9.3 Vacation Accrual Posting**

Vacation accrual shall be posted to an employee's account for each pay period in which the employee is in a paid status for the majority of the pay period. The amount accrued shall be equal to the employee's annual accrual hours divided by 26 and rounded to the nearest 0.01hours (0.005 rounding up). In the event an employee's accrual rate changes during a pay period, the vacation credited during that period shall be at the higher rate.

**9.4 Vacation Accrual in Lieu of Personal Leave**

In lieu of Personal Leave, employees shall earn 28 hours of vacation per year to be accrued in the first full payroll period in January of each year.

**9.5 Vacation Sell Back**

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

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.

**10.0 LEAVES**

**10.1 Sick Leave**

- a. All regular employees are eligible to accrue 3.70 hours of Sick Leave per pay period, provided that the employee is in a paid status for at least 41 hours in the applicable pay period. Employees may accrue Sick Leave up to a maximum cumulative total of 1,000 hours. If an employee reaches 1,000 hours of accrual, they shall cease to accrue Sick Leave until they are

below the 1,000-hour maximum. WCW shall keep a cumulative record of sick leave for each regular employee.

- b. Sick leave accrual shall begin on the regular employee's first day of employment.
- c. For the purpose of this section, a regular employee shall be an employee having an active appointment for permanent employment by WCW, working at least a four-hour -- five-day week.
- d. Termination of service with WCW shall cause cancellation of any unused sick leave credit, except as provided for in Section 10.2 herein, and no payment other than that provided for in that Section 10.2 shall be made for such unused sick leave credit. Provided, however, that if the employee returns to WCW service within six months, the former balance will be re-credited to the employee's account. Absence from service with WCW for a period exceeding six months, other than approved leave of absence, vacation or sick leave, shall preclude the employee from receiving credit for sick leave accrued during his/her prior service.

Absences from duty which may be considered sick leave are as follows:

- 1. Personal illness or injury.
  - 2. Exposure to contagious disease.
  - 3. Medical appointments.
  - 4. Family Sick Leave as defined below.
- e. The minimum sick leave taken at any one time shall not be less than one hour and in increments of one-half hour after the first hour.

For all employees, any absence of more than three (3) days shall require written medical verification. Following previous counsel with the employee, WCW may request in writing that the employee furnish verification for any future absence of three (3) days or less. Verification may be required until the employee's attendance has improved, and they have received notification from WCW that they are no longer required to bring medical verification.

## **10.2 Sick Leave Retiree Benefit**

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 WCW then in effect may be granted time off from the job, with full compensation, for a period of time not to exceed the amount of their accumulated sick leave time, as provided for in Section 1 of this chapter, or 60 work days, whichever is shorter. WCW reserves the right to refuse to grant said time off in cases where the requesting employee's service has been grossly unsatisfactory.

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

### **10.3 Family Sick Leave**

Subject to the provisions of all applicable District policies and procedures, employees may, on an annual basis, use up to 120 hours of accrued sick leave to take care of a member of his/her immediate family who is ill. Immediate family shall mean any legal dependent who resides in the household of the employee, spouse, registered domestic partner, mother/father, son/daughter, mother-in-law, father-in-law. The General Manager has the discretion, where it appears that a severe hardship would result, to expand the definition of immediate family to include other persons with whom the employee has extremely close personal ties.

### **10.4 Bereavement Leave**

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

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

aunt/uncle, and any relative of the employee's spouse who, as of the date of death, was living in the employee's immediate household.

**10.5 Administrative Leave**

Employees in classifications that are FLSA exempt and covered in this MOU shall receive eighty (80) hours of paid Administrative Leave each calendar year. This leave is granted to employees whose responsibilities cause them to work numerous hours in excess of the normal workweek. This leave shall accrue upon the first full pay period of each calendar year. In the first calendar year of employment, employees shall be credited the amount of annual Administrative Leave based on the date of hire as follows:

<u>Date of Hire</u>	<u>Administrative Leave Accrual</u>
On or before July 1	80 hours
After July 1	40 hours

**10.6 Accrual of Administrative Leave**

Employees on unpaid status and not qualifying for leave accrual on the date that Administrative 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.

Use of Administrative Leave must be approved in advance by the employees' manager. Unused Administrative Leave may not be carried over to the next calendar year. Upon separation from WCW or retirement, no monetary payment will be authorized for unused accumulated administrative leave.

It is the policy of WCW 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 four hours on any scheduled work day.

**10.7 Jury Duty**

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

If an employee is called for jury duty, he/she will be granted time off the shift immediately preceding or following each day of jury duty depending on whether the employee is on "graveyard" or "swing" shift, respectively.

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

verification of release time.

### 11.0 HOLIDAYS

Eleven (11) Holidays are designated as official holidays of the West County Wastewater District:

- January 1, “New Year’s Day”
  - Third Monday in January, “Martin Luther King Day”
  - Third Monday in February, “Presidents Day”
  - Last Monday in May, “Memorial Day”
  - June 19, “Juneteenth”
  - July 4, “Independence Day”
  - First Monday in September, “Labor Day”
  - November 11, “Veterans Day”
  - Thanksgiving Day
  - Day after Thanksgiving
  - December 25, “Christmas”
- a. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.
- b. For those employees whose regular day off falls on a Friday or a Monday, they may take a day off, with proper approval, within the same pay period as the holiday and receive 8 hours of pay.

### 12.0 HEALTH BENEFITS

- a. WCW shall provide health insurance for the term of this MOU.
- b. During the term of this MOU, WCW shall 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 shall be the employer’s share, every month toward medical insurance for each employee covered by this MOU. Any and all premiums that exceed the employer’s share shall be paid by the individual employee and shall be deducted from the employee’s paycheck each pay period.
- c. If satisfactory evidence of medical coverage is produced by the employee, the employee may elect not to be covered by the WCW’s medical insurance plan. In each case, WCW shall pay \$500 each month.

- d. WCW has established a flexible benefit plan under IRS Code Section 125. This plan shall provide for the cash option as outlined in (c) above, as well as the option to pay health insurance premiums, medical expenses not covered by insurance and dependent child care.
- e. WCW shall continue a vision care plan for the life of this MOU, at no cost to the employee. The vision care is not included in the health insurance cap (Section b).
- f. WCW shall continue a dental insurance plan for the life of this MOU. WCW shall pay ninety percent (90%) of the monthly premium for each level of insurance (employee only or employee+ dependents). The remaining ten percent (10%) of the monthly premium shall be paid by each employee and shall be deducted from each employee's paycheck. The dental insurance is not included in health insurance cap (Section b).
- g. WCW shall provide Long Term Disability Insurance, at no cost to the employee, for the term of this MOU

#### **12.1 Medical After Retirement**

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. An employee who performs 20 years of service solely with WCW will be eligible for full WCW contribution even if they do not retire within 120 days of separation from WCW. 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, the District established a Trust (OPEB Trust Fund) in Fiscal Year 2010. Each employee covered by this MOU, must contribute 2% of their pay each pay period to the OPEB trust fund. WCW will pay the remainder of the required contributions.

### **12.2 Dental After Retirement**

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.

### **12.3 CalPERS Retirement Benefits**

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.

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

### **12.4 Life Insurance**

The District agrees to provide a group life insurance policy, at no cost to the employee, in the amount of \$85,000 for each active employee, up to the age of 65. At age 65 and over, a benefit reduction schedule applies. This benefit is

subject to applicable payroll taxes.

### 13.0 WAGES

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

### 14.0 OUT-OF-CLASS PAY

Employees may be assigned to higher' classifications. Employees who most closely meet the required minimum qualifications of the higher classification will receive first consideration. To be eligible for out-of-class pay, an employee must work a minimum of a one-half workday and perform the full duties of the higher classification. The employee assigned will receive the first step of the higher salary range, or 5% above his/her regular pay, whichever is greater. Employees will receive out-of-class pay only for hours worked in the higher classification. Employees will not receive out-of-class pay for time not in work status (holidays, vacation, sick leave, etc.).

### 15.0 WORKING HOURS

- a. The workweek shall consist of seven days beginning at 12:01a.m. on Monday to and including 12:00 midnight the following Sunday.
- b. Employees may be assigned to work remotely on a temporary basis depending on business needs. Remote work assignments remain at the discretion of WCW and may be revoked at any time.

### 16.0 DISTRICT ALLOWANCE

Each employee who has successfully completed the first six months of the probationary period as a new District employee may submit a request for reimbursement of up to \$1,800 each year for any of the four purposes set forth below. Probationary employees within the first six months of hire 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. This allowance does not carry over from year to year. Requests for reimbursement must be submitted within sixty (60) calendar days following the end of the year and supporting documentation must be dated in the preceding 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 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 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.

## 17.0 PROFESSIONAL DEVELOPMENT INCENTIVES

- a. Upon demonstrating to WCW that an employee has obtained a higher grade of certification than that required by their classification, the employee shall receive, on the next possible paycheck, a “one-time” incentive and an “on-going” incentive as follows:

- (i) One-Time Incentive (these are additive).

<u>Certification Level</u>	<u>Incentive</u>
One grade higher	\$230
Two grades higher	Above plus \$170 (totaling \$400)

Employees are only eligible for one “One-Time” incentive for a given grade of certification.

- (ii) On-Going Incentive (these are not additive).

<u>Certification Level</u>	<u>Incentive</u>
----------------------------	------------------

One grade higher	\$230
Two grades higher	Above plus \$170 (totaling \$400)

- b. In addition to the above, employees in the classification of Collection System Manager who obtain and maintain a Class “A” driver’s license, upon proof of possession of a valid license, shall receive a “one-time” incentive and an “on-going” incentive as follows:

(i) One Time Incentive	\$200
(ii) On-Going Incentive	\$4.43 per week

For medical exams required for the Class "A" license, WCW shall reimburse the difference between the actual expense and what is available under the employee's medical plan; the employee must provide evidence of the medical exam total cost, the amount the employee paid and the amount that the medical plan paid.

These incentives may not be compounded, except as described above. A certificate must be required for a given classification before an employee can be eligible for incentives.

## 18.0 STATE DISABILITY INSURANCE

WCW agrees to deduct from the paycheck of each employee sufficient funds to pay for SDI.

### 18.1 State Disability Insurance Integration

Any employee who is absent due to personal disability for more than seven (7) days (or for any period of time if hospitalized) shall apply for State Disability Insurance benefits. Application forms shall be available from the District office. Employees who are in unpaid status shall not accrue any benefits. Unpaid status means that the employee is no longer receiving pay from the District. The District shall integrate the employee's pay with the employee's 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 comp time to Integrate, the weekly benefit will be subtracted from the employee's normal weekly wage and the amount necessary to bring the total SDI plus wages to 100% will be deducted from sick leave, vacation or comp time and paid on normal District payroll.

- c. When an employee receives an SDI check, he/she will contact payroll if the amount of benefit is anything other than the maximum amount and payroll will make up the difference from sick leave, vacation or comp time if the employee has any accrued to use for this purpose.
- d. Payment of sick leave, vacation or comp time shall not affect and shall be supplementary to State Disability Insurance payments. An employee entitled to SDI benefits shall receive in addition thereto such portion of his or her accumulated sick leave, vacation or comp time as will meet, but not exceed, the standard earnings of the employee for his or her normal work week, up to a maximum of five (5) days per week.

## **19.0 SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding is found unlawful or unenforceable by a court of competent jurisdiction or invalidated by subsequent legislation to be in conflict with state or federal law, the remaining provisions of the Memorandum of Understanding shall remain in full force and effect. Upon occurrence of such an event, WCW shall abide by default to the terms of the decision or legislation, and the parties will meet and confer in good faith to bring the provision into compliance.

## **20.0 SUPERSESION**

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

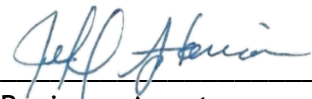
Local One/AFSCME Council 57  
Managerial Employees Unit  
7/1/2021-6/30/2024

IN WITNESS WHEREOF, the undersigned parties, duly authorize to do so, do ratify this Agreement by affixing their signatures this 17<sup>th</sup> day of November, 2021

WEST COUNTY WASTEWATER

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

LOCAL ONE/AFSCME COUNCIL 57  
MANAGERIAL EMPLOYEES UNIT (MEU)

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

**APENDIX A**  
**WEST COUNTY WASTEWATER DISTRICT**  
**MANAGERIAL EMPLOYEES UNIT CLASSIFICATION**  
**WAGE PLAN BIWEEKLY WAGE RATES**

**Wage Increase**

**3.25% increase effective July 1, 2021**

**3.25% increase effective July 1, 2022**

**3.25% increase effective July 1, 2023**

July 1, 2021 Through June 30, 2022

CLASSIFICATION	A	B	C	D	E
Capital Portfolio Manager	5,783	6,100	6,419	6,772	7,124
Collection System Manager	5,783	6,100	6,419	6,772	7,124
Environmental Services Manager	5,072	5,350	5,630	5,940	6,250
Laboratory Manager	5,072	5,350	5,630	5,940	6,250
Maintenance Manager	5,072	5,350	5,630	5,940	6,250
Operations Manager	5,072	5,350	5,630	5,940	6,250
Planning and Support Manager	5,783	6,100	6,419	6,772	7,124

July 1, 2022 Through June 30, 2023

CLASSIFICATION	A	B	C	D	E
Capital Portfolio Manager	5,971	6,298	6,628	6,992	7,356
Collection System Manager	5,971	6,298	6,628	6,992	7,356
Environmental Services Manager	5,236	5,524	5,813	6,133	6,453
Laboratory Manager	5,236	5,524	5,813	6,133	6,453
Maintenance Manager	5,236	5,524	5,813	6,133	6,453
Operations Manager	5,236	5,524	5,813	6,133	6,453
Planning and Support Manager	5,971	6,298	6,628	6,992	7,356

July 1, 2023 Through June 30, 2024

CLASSIFICATION	A	B	C	D	E
Capital Portfolio Manager	6,165	6,503	6,843	7,220	7,595
Collection System Manager	6,165	6,503	6,843	7,220	7,595
Environmental Services Manager	5,407	5,704	6,002	6,332	6,663
Laboratory Manager	5,407	5,704	6,002	6,332	6,663
Maintenance Manager	5,407	5,704	6,002	6,332	6,663
Operations Manager	5,407	5,704	6,002	6,332	6,663
Planning and Support Manager	6,165	6,503	6,843	7,220	7,595