



Memorandum of Understanding  
between  
West County Wastewater (WCW)  
and  
Public Employees Union Local One/AFSCME Council 57  
Administrative Clerical Unit (ACU)

Effective: July 1, 2022 - June 30, 2025  
Approved March 15, 2023

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This Memorandum of Understanding is made and entered into effective July 1, 2022, by and between the West County Wastewater District("WCW"), and the Public Employees Union, Local One/AFSCME Council 57, Administrative/Clerical Unit("Union"). This Memorandum of Understanding rescinds and supersedes all prior Memoranda of Understanding.

## **ARTICLE I                      RECOGNITION**

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

## **ARTICLE II                      UNION MEMBERSHIP**

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

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

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

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

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's 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 District files) within 30 days of the date of hire or by the first pay period of the month following hire, and also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days.

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

## **ARTICLE III                      UNION ACCESS**

a) Upon approval of the General Manager, the Union and its members who are employees of WCW shall be allowed to utilize District facilities for union related activities at reasonable hours.

b) WCW shall provide space on one existing bulletin board at each work facility for Union

material. Such material shall be limited to notices which set forth Union function times, dates, location and subject matter.

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

## **ARTICLE IV                    GRIEVANCE PROCEDURE**

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 seven 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.

**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.

**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.

## **ARTICLE V                    DISCIPLINARY ACTIONS**

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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
- Termination

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".

### **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.

### **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.

### **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.

### **Review and Appeal**

#### **Advisory Panel Review**

Within ten (10) calendar days of receipt of the final written decision, the Union has the sole discretion, on behalf of an employee who had responded to the proposed discipline (Suspension, Reduction in Pay, Demotion, or Termination), may invoke an Advisory Panel Review to have the decision by submitting a request to the General Manager in writing.

The Advisory Panel will be composed of three (3) members: WCW will select one member of the ELT and the Union will select one unit member. The WCW panel member shall not be the General Manager or designee who will make the final decision, nor the Department Head of the disciplined employee. The third member of the panel will be a provided, free of charge, by the California State Mediation & Conciliation Service (SMCS) or, in the event a SMCS third-party neutral is not available within 45 days, the WCW and Union panel members may mutually agree to an alternate third-party neutral if available sooner. Any costs associated with the alternate third-party neutral shall be borne equally by the WCW and the Union. Identification of the WCW and Union panel members, and the joint written request for appointment of the SMCS third-party neutral will occur within seven (7) calendar days of receipt of the Union's request to invoke the panel.

The third-party neutral will work with the panel to effect mutual settlement or majority advisory recommendation. Absent settlement or a majority advisory recommendation, the third-party neutral shall, within a timeframe predetermined by the panel, submit a written recommendation to the General Manager. Any panel member not in agreement with the third-party neutral recommendation or majority advisory recommendation may submit a dissenting

advisory recommendation. The neutral's written recommendation must include a thorough explanation of the neutral's rationale, and any panel member's dissenting recommendation must include a thorough explanation of the panel member's rationale.

The General Manager has the sole discretion of accepting, rejecting, or modifying the advisory recommendation(s) submitted by the panel. Any rejection or modification of the neutral's, or panel's majority, recommendation must include a thorough explanation of the General Manager's rationale. The final decision will be provided to the Union and employee within fourteen (14) calendar days.

### **Direct Appeal**

In the absence of an Advisory Panel Review, 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, which will be provided within seven (7) calendar days, is final and binding, with the exception noted below.

### **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.

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

- a) WCW shall, at reasonable times, including the employee's working time, upon the request of an employee, permit that employee to inspect their personnel file which is used or has been used to determine that employee's qualification for employment, promotion, additional compensation or termination or other disciplinary action.
- b) An employee shall have the right to respond in writing to any derogatory material in their personnel file, and such response shall be included in the personnel file.
- c) Employees shall be provided copies of material placed into their personnel file at the time of placement. No negative material shall be placed in an employee's personnel file unless it is provided to the employee at the same time, and clearly indicates that it is intended to be placed in the personnel file. The employee shall be provided the opportunity to attach a rebuttal, or if discipline is imposed as a result of the material, the employee shall have the right to appeal such discipline through the grievance process.
- d) An employee may authorize, in writing, a union representative to examine their personnel file.
- e) It is agreed that personnel files are confidential and that the material therein normally shall not be released to an entity outside WCW except in specific circumstances such

as when subpoenaed, required by law, or as necessary to process a workers' compensation claim. WCW shall notify an employee of a request for copies of material from their personnel file by a third party as soon as practicable following receipt of the request.

- f) After 24 months, a written reprimand shall not be considered for future disciplinary actions provided that there has been no further disciplinary action taken against that employee during the 24-month period.

## **ARTICLE VII                      PERFORMANCE EVALUATIONS**

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

## **ARTICLE VIII                      PROBATIONARY PERIOD**

### **Length of Probationary Period**

All original and promotional appointments to positions in the regular service must be subject to a Probationary Period. The length of the Probationary Period will be 12 months of actual service for new hires, 6 months for current employees. 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 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.

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



**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 their designee, without cause and without the right of appeal.

**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.

**ARTICLE IX PROMOTIONS**

To ensure the highest quality service to WCW and to enhance opportunities for career development among existing employees, all vacant positions shall be on an open basis where all internal and external candidates are encouraged to apply. The screening, examination, and selection processes shall be determined by WCW. All internal candidates who successfully complete the examination process shall be offered the opportunity to be interviewed for the vacant position.

An employee who acquires probationary status as the result of promotion retains regular status in their former classification until completion of the probationary period in the new classification. If not successful, the employee reverts to their 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 their first salary increase after successful completion of their probationary period and increments every 12 months thereafter, until the maximum step is reached.

**ARTICLE X VACATION LEAVE**

a) Accrual for vacation shall be as follows:

| <b>Annual Accrual</b> | <b>Years of Actual Service</b>                                 |
|-----------------------|--|
| 80 hours              | During the 1 <sup>st</sup> through 2 <sup>nd</sup> years       |
| 120 hours             | During the 3 <sup>rd</sup> through the 6 <sup>th</sup> years   |
| 160 hours             | During the 7 <sup>th</sup> through the 17 <sup>th</sup> years  |
| 200 hours             | During the 18 <sup>th</sup> through the 25 <sup>th</sup> years |
| 240 hours             | During the 26 <sup>th</sup> through subsequent years           |

b) Each employee shall accrue vacation at the above rate. Vacation Leave accrual shall be posted to an employee’s account for each pay period in which the employee was in a paid status for at least 41 hours in the applicable pay period. The amount accrued

shall be equal to the employee's annual accrual hours divided by 26 and rounded to the nearest 0.01 hours (0.005 rounding up). In the event, an employee's accrual rate changes during a pay period, the Vacation Leave credited during that period shall be at the higher rate.

- c) There shall be a cap on the accumulation of vacation time at four hundred (400) hours. If an employee reaches 400 hours, s/he shall cease accruing additional vacation until such time as the employee is below the cap. Employees shall make a good faith effort to schedule adequate vacation time each year so as to stay under the 400 hour cap. In the event of unforeseen circumstances, WCW will cooperate with the employee to schedule vacation and/or allow the employee to accrue vacation in excess of the cap.
- d) All requests for vacation shall be in writing. No employee shall be permitted to take vacation unless he/she has received prior written approval. Seniority shall prevail for vacation requests submitted from January 1 through February 28 of each year. WCW will respond to these vacation requests no later than March 15. On or after April 1, if two or more employees request the same vacation time creating a problem in scheduling, the employee who submits their request first shall prevail. If there is no problem in scheduling, employees may receive their requested vacations.
- e) In lieu of Personal Leave, employees shall accrue 40 additional hours of Vacation Leave per year. This additional Vacation Leave shall be accrued as of the first full pay period of January each year and shall count toward the accrual cap of 400 hours with the regularly accrued Vacation Leave. Employees on unpaid status and not qualifying for leave accruals on the date that this additional leave is accrued shall accrue this leave upon return to paid status. In the first calendar year of employment, employees hired on or after July 1 shall accrue only 20 additional hours of Vacation Leave.
- f) 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.

**ARTICLE XI            SICK LEAVE**

- a) Each regular employee is eligible to accrue 3.70 hours of Sick Leave per pay period, provided that the employee was in a paid status for at least 41 hours in the applicable pay period. Employees may accrue Sick Leave up to a maximum cumulative total of 1,000 hours. If an employee reaches 1,000 hours in their Sick Leave balance, They shall cease to accrue Sick Leave until their Sick Leave balance is 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 4-hour, 5-day week.
- d) Termination of service with WCW shall cause cancellation of any unused sick leave credit, except as provided herein, and no payment other than that provided for herein shall be made for such unused sick leave credit. Provided, however, that if the employee returns to District service within 365 days, the former balance will be recredited to the employee's account. Absence from service with WCW for a period exceeding 365 days, other than approved leave of absence, vacation or sick leave, shall preclude the employee from receiving credit for sick leave accrued during their prior service.
- e) Absences from duty which may be considered sick leave are as follows:
  - Personal illness or injury
  - Exposure to contagious disease
  - Medical appointments
  - Family Sick Leave as defined below
  - Any other absences qualifying for paid sick days as allowed by law.

f) Sick Leave Upon Retirement

Immediately prior to retirement, employees whose record of service with WCW 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 this Article, or 60 work days, whichever is shorter. WCW further reserves the right to grant said time off when in the best interest of WCW.

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.

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

g) Family Sick Leave

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

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

## **ARTICLE XII            OTHER LEAVES**

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

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

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

### **b) Bereavement Leave**

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

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

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

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

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

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

In compliance with California Labor Code, Section 230.8, any employee who is a parent of one or more children of the age to attend kindergarten or grades 1 to 12, inclusive, or a licensed childcare provider, shall be allowed to take time for the purpose of attending child related activities, as defined in the Labor Code. The

employee may use Vacation Leave, Compensatory Time Off, or time off without pay for the purpose of attending these activities. Whenever practical, the employee shall request time off in advance of the time needed to attend these activities and provide documentation from the school or licensed childcare provider as proof of participation in these activities.

### **ARTICLE XIII            HOLIDAYS**

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

- January 1, "New Year's Day"
- Third Monday in January, "Martin Luther King Day"
- The third Monday in February, "President's Day"
- The last Monday in May, "Memorial Day"
- June 19, "Juneteenth"
- July 4, "Independence Day"
- The first Monday in September, "Labor Day"
- November 11, "Veterans Day"
- Thanksgiving Day
- The day after Thanksgiving
- December 25, "Christmas"

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

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

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

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

- d) WCW shall continue to provide family dental coverage for the duration of this Agreement. WCW shall pay 90% of the monthly premium. The remaining 10% of the monthly premium shall be paid by each employee and shall be deducted from the employee's paycheck each pay period. Should WCW change plans during the life of this agreement, a copy of the Summary Plan Description for the new Plan shall be made available to employees at the time of the change.
- e) If satisfactory evidence of medical coverage is produced by the employee, the employee may elect not to be covered by WCW's medical insurance plan. In each case, WCW shall pay \$500 per month to the employee. Eligibility for this benefit shall continue in accordance with the current contract.
- f) WCW shall continue a flexible benefit plan pursuant to IRS Code section 125. Such plan shall provide for the cash option as outlined in (e) above as well as an option to pay health insurance premiums, medical expenses not covered by insurance and dependent child care.
- g) WCW shall provide Long-Term Disability insurance at no cost to employees for the duration of this Agreement.
- h) WCW agrees to provide a group life insurance policy, at no cost to the employees, in the amount of \$65,000 for each active employee up to age 65. At age 65 and over, a benefit reduction schedule may apply. This benefit is subject to applicable payroll taxes.

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

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

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

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

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

1. WCW will assume all employees received the maximum weekly SDI/PFL benefit.
2. When an employee has sick leave, vacation or comp time to integrate, the weekly benefit will be subtracted from the employee's normal weekly wage and the amount necessary to bring the total SDI/PFL plus wages to 100% will be deducted from sick leave, vacation or comp time and paid on normal District payroll.

3. When an employee receives an SDI/PFL check, he/she will contact payroll if the amount of benefit is anything other than the maximum amount and payroll will make up the difference from sick leave, vacation or comp time if the employee has any accrued to use for this purpose.

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

**ARTICLE XVI            WORKING HOURS**

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

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

- b) For the purpose of recording regular time, overtime and compensatory time off for use of paid or unpaid leave, WCW uses increments of one-tenth of one hour (0.10).
- c) All employees shall have their lunch break approximately 4 hours after their assigned shift begins. All employees shall have a break for 15 minutes approximately midway through the first half of their shift and approximately midway through the second half of their shift.
- d) Flextime: Flextime is defined as a temporary change in an employee’s shift start time, and correspondingly shift end time, with no change in shift duration nor days worked. Flextime shall not cause nor create an overtime situation. Flextime is to be requested by the employee, must be recommended by the Department Manager, and approved by the General Manager or Human Resources designee.
- e) Alternate Schedule: An alternate schedule is defined as a temporary change in an employee’s scheduled shift duration and/or days of work. An alternate schedule shall not cause nor create an overtime situation. An alternate schedule is to be requested by the employee, must be recommended by the Department Manager, and approved by the General Manager or Human Resources designee.
- f) Remote Work: 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.

**ARTICLE XVII        COMPENSATION**

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

- b) Out-of-Class Pay

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

Employees who most closely meet the required minimum qualifications of the higher classifications will receive first consideration. To be eligible for out-of-class pay, the employee must work a minimum of one-half workday and perform the full duties of the higher classification. Once eligible, compensation shall commence at the beginning of the assignment. The employee assigned to a higher classification will receive the first step of the higher salary range, or an additional 5% over the employee's base hourly wage, whichever is greater. Employees will not receive Out of Class pay for hours paid not worked (Vacation, Sick, holiday, etc.). For employees classified as Classic members of CalPERS, this special assignment pay will be reported to CalPERS as compensation earnable (Government Code 20636 and 2 CCR § 571(a)). For employees classified as New members of CalPERS, this special assignment pay will not be reported to CalPERS as pensionable compensation (Government Code § 7522.34).

- c) Bilingual Premium Pay Differential

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

- d) Sunday Differential

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



e) District Ambassador (Willie Wastewater) Costume Differential

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

f) CalPERS (California Public Employees' Retirement System)

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

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

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

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

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

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

Effective January 1, 2016, each employee covered by this MOU and hired prior to

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

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

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

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

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

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

**ARTICLE XVIII OVERTIME**

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

**ARTICLE XIX OVERTIME MEALS**

- a) If, at the request of WCW, an employee is required to work three (3) or more consecutive hours beyond the completion of their regularly scheduled shift, WCW shall provide a \$12.00 meal allowance. Thereafter, if the employee continues working consecutive hours he/she shall be entitled to a meal allowance at six (6)

hour intervals.

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

## **ARTICLE XX           DISTRICT ALLOWANCE**

Unit employees who have successfully completed the probationary period may submit a request for reimbursement of up to \$1,500 each fiscal year for any of the four purposes set forth below. Probationary employees may submit a request for reimbursement for Safety Apparel or Eyewear under part “b” only. Any dispute about whether the expenditures should be reimbursed may not be grieved or appealed. Approvals and denials shall be made in writing. Employees may seek advance approval prior to expenditures under this provision. This allowance does not carry over from year to year. Requests for reimbursement must be submitted by the date determined by 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 shall make every reasonable effort to provide a safe workplace. The cost of approved safety shoes, safety shoe insoles, safety glasses, and/or computer glasses. (The cost of eye exam is not included or subject to reimbursement). All other safety equipment shall be provided by 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 WCW’s role in the community. Such activities may include the cost of certifications related to District operations, or District interests, but that are not required for the employee’s job. Activities under this section may also include the cost (attendance only, not travel or other expenses) of participating in industry-related organizations.
- d. **Wellness:** The cost of activities that promote personal health such as programs to assist with weight loss, managing stress, improving physical strength and stamina, and stopping smoking. Examples of expenses eligible for reimbursement under this section include yoga classes, fitness activities, gym memberships, stress management seminars, and nutrition/health information classes.

**ARTICLE XXI SAFETY**

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

**ARTICLE XXII MISCELLANEOUS**

- a) WCW agrees to meet and confer with the Union regarding any impact that a change in job classification might have.
- b) WCW agrees to meet and confer with the Union regarding the impact of any changes in work rules.
- c) WCW shall provide its employees paychecks with information that demonstrate the number of hours, rates, accrued unused leaves, and any other information required by law.
- d) Upon conclusion of the obligation to negotiate successor labor agreements with all exclusively recognized labor organizations, WCW shall offer to informally meet with all employee groups to pursue a provision to institute a "District Match" component under the Deferred Compensation benefit. Implementation of such shall be subject to being applicable District-wide to all employees uniformly and the cost to WCW shall be considered during subsequent salary negotiations.

**ARTICLE XXIII LAYOFF**

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

Appointments shall be made in reverse order of layoff.

## **ARTICLE XXIV      SENIORITY**

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

a) Notice of Layoff

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

1. The employee(s) to be laid off shall be notified by certified/registered mail sent to the most recent address provided to WCW by the employee.
2. The notice shall be deposited in the US mail no less than 30 calendar days prior to the effective date of the layoff. Copies of notices shall be sent to the Union.
3. The notice shall contain the effective date of layoff, displacement rights, if any, and reemployment rights.
4. The notice shall also contain a statement that the employee may be eligible for unemployment insurance.

b) Order of Layoff

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

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

c) Bumping and Reassignment

1. A member laid off from their present class may bump into the next lower class in which the employee has previously served.
2. The accumulated service in a higher class plus the service of seniority

in the present class shall determine the seniority within the class.

3. If necessary, the employee may continue to bump into successive lower classes in which he/she has served to avoid layoff.
4. The employee may elect to be laid off in lieu of bumping. Accepting such a layoff does not affect the employee's reemployment rights under this agreement.

d) Reemployment Rights

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

**ARTICLE XXV RETIREE MEDICAL**

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

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

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

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

**ARTICLE XXVI SAVINGS CLAUSE**

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

**ARTICLE XXVII SUPERSESSION**

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

**ARTICLE XXVIII DURATION**

The term of the agreement shall be from July 1, 2022, through June 30, 2025.

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, do ratify this agreement by affixing their signatures this 24<sup>th</sup> day of March, 2023.

WEST COUNTY WASTEWATER DISTRICT

LOCAL ONE/AFSCME COUNCIL 57  
ADMINISTRATIVE/CLERICAL UNIT (ACU)

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

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

**APENDIX A**

**WEST COUNTY WASTEWATER DISTRICT  
ADMINISTRATIVE/CLERICAL  
EMPLOYEES UNIT SALARY INCREASES  
& CLASSIFICATIONS**

**SALARY INCREASES:**

Effective July 1, 2022\* 3.25% Increase

Effective July 1, 2023- 3.25% Increase

Effective July 1, 2024- 3.25% Increase

\*Salary increase will be processed the first full pay period after adoption of the agreement.

**CLASSIFICATIONS REPRESENTED BY THIS UNIT:**

Accountant

Administrative Assistant

Administrative Technician