



Memorandum of Understanding between  
West County Wastewater (WCW) and  
Public Employees Union Local One/AFSCME Council 57 Field Operations Unit (FOU)

Effective: January 1, 2025 - December 31, 2027

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into effective January 1, 2022, by and between the West County Wastewater, hereinafter called the ("WCW") and Public Employees Union, Local One/ AFMSCE Council 57 ("Union"), hereinafter called the "Union." This Memorandum of Understanding rescinds and supersedes all prior Memoranda of Understanding.

### ARTICLE I RECOGNITION

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

Upon approval of the General Manager, Local One and its members who are employees

of WCW, shall be allowed to utilize District facilities for Union activities at reasonable hours.

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.

Upon request, an employee may have a representative present during any disciplinary interview which the employee reasonably believes may result in discipline.

WCW shall provide the names, addresses and telephone numbers of employee members of Local One to 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 DISCIPLINE**

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 an 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 to 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) 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.

### **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, 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 WCW/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) Employees 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. In such cases WCW shall notify an employee if it has provided copies of the material from their personnel file to a third party. Such notification shall be at the same time as the material is provided to the third party.
- f) After two years (24 months) and upon the request of an employee, a written reprimand shall be removed from an employee's personnel file provided that there has been no further disciplinary action taken against that employee during the 24-month period.

#### **ARTICLE VII PERFORMANCE EVALUATIONS**

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:

- 1. Provide a means of evaluating each employee's performance in the specific context of their job.
- 2. Determine individual needs for improvement and development.
- 3. Secure continuing communication of individual development.
- 4. Provide a basis for giving recognition of praise-worthy service.

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.

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 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 IX 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, and 6 months for employees currently in their probationary period. 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 the 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 the Initial Probationary Period**

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

**Rejection During the Promotion Probationary Period**

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

**ARTICLE X    VACATIONS**

**Vacation Accrual**

Accrual for vacation shall be as follows:

| Annual Accrual | Years of Actual Service based on Date of Hire |
|----------------|-----------------------------------------------|
| 10 days        | During 1st through 2nd years                  |
| 15 days        | During 3rd through 6th years                  |
| 20 days        | During 7th through 17th years                 |
| 25 days        | During 18th through 25th years"               |
| 30 days        | During 26th and subsequent years              |

**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.

**Vacation Utilization**

Vacation must be used in increments of one-tenth of one hour (0.10).

### **Maximum Accrual**

There shall be a cap on the accumulation of vacation time at 400 hours. If an employee reaches the 400-hours, they shall cease accruing 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. 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.

### **Vacation Relief Shift Workers**

Relief shift workers shall be entitled to additional vacation accrual at the rate of one-half (1/2) hour per week. Employees who are working the relief shift on a temporary basis to fill-in for vacation or sick leave shall not be eligible for this additional benefit.

### **Vacation Pool Shift Workers**

Employees assigned the Pool Shift shall accrue one additional hour per week of vacation. Employees temporarily assigned to cover the Pool Shift are not eligible for this benefit.

### **Granting Vacation Request**

All requests for vacation shall be in writing. No employee shall be permitted to take vacation unless they have 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 which creates 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.

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

In lieu of Personal Leave, employees shall earn 40 hours of vacation per year to be accrued in the first full payroll period in January of each year.

### **Vacation Sell Back**

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 LEAVES**

### **Leave Without Pay**

Leave without pay may be granted for up to one (1) year. Request for such leave shall be in writing on a form prepared for that purpose. WCW shall make every reasonable effort to return the employee to their former position and pay range.

For the first six months of leave, WCW shall not replace permanently nor reduce the seniority of any employee who is on a medical leave of absence.

Unpaid status shall mean not in paid status for a majority of the hours in any payroll period. Employees shall not be eligible for any District provided fringe benefits if they are in unpaid status for two or more consecutive pay periods. This provision shall not apply to any employee who is on an approved FMLA leave.

### **Section 1 - Health, Vision and Life Insurance:**

If an employee is on unpaid status during any one month within one calendar year, WCW shall provide payment for the premiums of the health, dental, and vision plans (subject to the maximum District contribution) and life insurance coverage for such month. If an employee is on paid status for more than 80 hours in the following month, such employee shall receive payment for health, dental, vision, and life insurance coverage from WCW during such month. The employee may continue such health, dental, and/or vision insurance coverage at their cost if on extended unpaid status beyond the above time specified subject to the continuation of coverage provisions of COBRA. If the employee's group life insurance ends, the employee can apply for an individual policy (conversion policy).

### **Section 2 - Vacation, Sick and Holiday Benefits:**

If an employee is on unpaid status, such employee shall not accrue vacation, sick or holiday benefits.

### **Section 3 - Extension of Vacation:**

WCW may allow an employee to extend their vacation leave by using an unpaid leave of absence which shall not exceed twenty percent (20%) of the amount of vacation leave to be taken by the employee. An unpaid leave of absence shall not be used if any employee has accrued vacation available. WCW may grant a request to use an unpaid leave of absence to extend a vacation only if it is reasonable.

### **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 full salaries, provided that they return all juror fees or witness fees received to WCW.

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.

If an employee is called for jury duty and not working day shift (Monday through Friday), that employee will be moved to day shift and another employee will cover

their shift. This change would be for not less than one week.

### **Sick Leave**

Section 1: 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 Sick Leave balance, s/he shall cease to accrue Sick Leave until s/he is below the 1,000 hour maximum.

Any employee who has a Sick Leave balance in excess of 1,000 hours at the time of ratification of this Agreement by both parties shall not be required to forfeit the hours in excess of 1,000; however, any such employee shall cease to accrue Sick Leave until s/he is below the 1,000 hour maximum and thereafter may only accrue up to 1,000 hours. WCW shall keep a cumulative record of sick leave for each regular employee.

Section 2: Sick leave accrual shall begin on the regular employee's first day of employment.

Section 3: 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.

Section 4: Termination of service with WCW shall cause cancellation of any unused sick leave credit, except as provided for in Section 7 below, and no payment other than that provided for in that Section 7 shall be made for unused sick leave credit. If an employee returns to District service within one year, the former balance will be recredited to the employee's account. Absence from service with WCW for a period exceeding one year, 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.

Section 5: Termination of service with WCW shall cause cancellation of any unused sick leave credit, except as provided for in Section 7 below, and no payment other than that provided for in that Section 7 shall be made for unused sick leave credit. If an employee returns to District service within one year, the former balance will be recredited to the employee's account. Absence from service with WCW for a

period exceeding one year, 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.

1. Absences from duty which may be considered sick leave are as follows:
2. Personal illness or injury.
3. Exposure to contagious disease.
4. Medical appointments.
5. Family Sick Leave as defined below.
6. Any other absences qualifying for paid sick days pursuant to the Healthy Workplaces, Healthy Families Act of 2014, currently located in California Labor Code 245, et seq.

**Section 6: Medical Verification**

For all employees, any absence of more than three 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 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.

**Sick Leave Retiree Benefit**

**Section 7:** 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 Section 1 of this chapter, or 60 work days, whichever is shorter. WCW further reserves the right to grant said time off when in the best interests of WCW.

## **Use of Sick Leave for Family**

### **Section 8: Family Sick Leave**

Employees may, on an annual basis, use up to 120 hours of accrued sick leave to take care of a member of their immediate family who is ill. Immediate family shall have the same meaning as "family member" as defined in the Healthy Workplaces, Healthy Families Act of 2014, currently located in California Labor Code 245, et seq., and shall also include any dependent who resides in the household of the employee, and 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.

### **Child-Related Activities Leave**

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

### **Bereavement Leave**

An employee is entitled to use up to five (5) days of paid time off for each death in the immediate family. Bereavement leave must be completed within three (3) months of the date of the death and does not have to be taken consecutively. Employees may be required to provide documentation of the death of a family member within 30 days of the first day of the leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. For 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.

### **Reproductive Loss Leave**

West County Wastewater offers leave for a reproductive loss to eligible employees. A reproductive loss includes circumstances such as a failed adoption or surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. The employee should inform Human Resources of the need for the use of reproductive loss leave. An eligible employee may take up to forty hours (or five days) of unpaid leave and should take reproductive loss leave within three months of the reproductive loss. Should an employee have another reproductive loss, they are entitled to an additional forty hours (or five days), up to a total of one-hundred and sixty hours (twenty days), in a 12-month period. An employee may use accrued, unused vacation, or sick leave to remain in pay status during their leave.

### **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.

### **Use of Vacation and Sick Leave at Retirement**

#### **Section 1 - Sick Leave:**

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.

#### **Section 2 - Accrual During Vacation Leave**

An employee shall accrue sick leave and vacation benefits at the normal rate during such time as they are utilizing their vacation leave accrual prior to the effective date of retirement. The projected accrued benefits shall be used at the front end of the employee's leave before retirement or paid off, so that the employee's specified retirement date will not be changed. Sick leave accrual in excess of 60 working days will not be used or paid off.

#### **Section 3**

If any employee submits notification of retirement to WCW and said notification is accepted by WCW, the employee shall not be permitted to rescind the notification of retirement.

## **ARTICLE XII 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. For all employees except those in the operator classification, 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 employees in the operator classification, the actual day of the holiday is its celebration day for purposes of pay.
- c. Employees shall receive double time at their straight time hourly rate for work performed on District holidays, plus eight hours of holiday pay. If mutually agreed to with the first level supervisor outside of the bargaining unit, an employee may choose compensatory time off at two times the hours worked.
- d. For employees except those in the operator classification 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.

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

- a. WCW shall provide health insurance for the term of this agreement.
- 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. Vision Plan  
WCW shall continue its vision plan for the life of this Agreement, at no cost to the employee.

**Dental Insurance**

- d. WCW shall continue to provide family dental coverage with for the term of this Agreement. WCW shall pay ninety percent (90%) of the monthly premium. The remaining ten percent (10%) of the monthly premium shall be paid by each employee and shall be deducted from the employee's paycheck each pay period.

**In Lieu Benefit**

- e. 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 per month to the employee. Eligibility for this benefit shall continue in accordance with the current contract.

- f. **Flexible Benefit Plan**

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

**Other Benefits**

- g. WCW shall provide Long Term Disability Insurance, at no cost to the employee, for the remainder of this Agreement.
- h. WCW shall reimburse employees covered by this Agreement up to twenty- five dollars (\$25.00) per fiscal year for costs associated with Hepatitis A/B boosters. Employees must submit proof of payment with the request for reimbursement.
- i. WCW agrees to provide a group life insurance policy, at no cost to the employee, in the amount of \$65,000 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.

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

### **Deduction from Paycheck**

- a) WCW agrees to deduct from the paycheck of each employee sufficient funds to pay for SDI/ PFL.

### **Integration of Benefits**

- 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 State Disability Insurance benefits. Application forms will be available from the 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 State Disability/Paid Family Leave 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 XV      WORKING HOURS**

- a. The work week shall coincide with the FLSA work periods for all schedules regardless of configuration and consist of seven (7) consecutive 24-hour periods. The precise starting day of the week and time of day for the work week/FLSA work period for every shift shall be established by WCW. Employees will be advised of the work week/FLSA work period for their particular shift. For the purpose of recording regular time, overtime, and for use of paid or unpaid leave, WCW uses increments of one-tenth of one hour (0.10).
- b. All employees shall have their lunch break approximately four 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.

All breaks for field employees shall be for 15 minutes.

The field lead worker shall determine the actual break times within the above periods. For emergencies or special work needs, the field lead worker may schedule break times other than those listed above and, to the extent possible, shall notify their supervisor of the change.

- c. **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 employee's supervisor, and must be approved by the Department Director and Human Resources.
- d. **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 employee's supervisor, and must be approved by the Department Director and Human Resources.
- e. The Operations Division employees shall receive a one-half-hour paid meal break and shall respond as necessary during that one-half hour period.
- f. **Remote Work:** Employees may be assigned to work remotely depending on business needs. Remote work assignments remain at the discretion of WCW and may be revoked at any time.

## **ARTICLE XVI      COMPENSATION**

### **Classification and Salary Plan**

- a) Wage rates shall be as set forth in the West County Wastewater District Classification and Wage Plan attached hereto as 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). This rate does not include Out-of-Class pay, shift differential, overtime or other premium pay.

### **Out-of-Class Pay**

- b) **Out-of-Class Pay**  
An employee may be temporarily assigned to a higher classification. 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, 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 5.0% above their regular pay, whichever is greater. Employees will not receive Out of Class pay for hours paid not worked (Vacation, Sick, holiday, etc.).

### **CalPERS Retirement Benefits**

#### **a) CalPERS (California Public Employees' Retirement System)**

##### **1. Tier 1 - Classic CalPERS Members**

All employees hired prior to January 1, 2013, shall be covered by Tier 1 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 (6) or more months prior to being hired by WCW, shall be covered by Tier 1, known as 3% @ 60.

For employees covered by Tier 1 benefits (3% @ 60), WCW will contract with CalPERS to provide for the CalPERS retirement based on the twelve (12) highest paid consecutive months. Coverage shall be consistent with CalPERS regulations.

Each employee covered by this Agreement and hired prior to January 1, 2013, and covered by Tier 1 benefits, shall contribute 8% of their reportable pay each pay period to CalPERS.

##### **2. Tier 2 - New CalPERS Members**

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 2 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.

Each employee covered by this Agreement and 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 Agreement and hired on or after January 1, 2013, and covered by Tier 2 benefits (2% @ 62), shall

contribute 50% of the Total Normal Cost, as determined by CalPERS, or the amount as similarly situated employees, as determined by CalPERS, whichever is greater, of their reportable pay each pay period to CalPERS.

3. WCW shall contract with CalPERS to provide the "Fourth Level of 1959 Survivor Benefits." Coverage is prospective only and shall be consistent with CalPERS regulations.

## **ARTICLE XVII OVERTIME**

- a) Employees who are scheduled to work on Saturday and/or Sunday shall have their work schedules arranged and planned sufficiently far in advance to allow for two (2) consecutive days off. The purpose of this section is to equalize the work week of employees who work in departments which are regularly manned seven (7) days a week.
- b) Overtime will be computed based upon a work week consisting of seven (7) regularly recurring twenty-four periods commencing at 12:01 a.m. on the initial day and ending at 11:59 p.m. on the concluding day, and be compensated for all hours worked as follows:
  - in excess of eight (8) hours in a workday for employees assigned to work eight (8) hour shifts for forty (40) hour workweek schedules, and for all hours worked in excess of forty (40) hours in a workweek; or
  - in excess of nine (9) hours in a workday for employees assigned to work a 9/80, bi- weekly schedule, and for all hours worked in excess of forty (40) hours in a workweek; or
  - in excess of ten (10) hours in a workday for employees assigned to a work schedule consisting of ten (10) hour shifts, four days per week and, for all hours worked in excess of forty (40) hours in a workweek; or
  - in excess of twelve (12) hours in a workday for employees assigned to work a schedule consisting of three (3) twelve (12) hour shifts in a work week and, for all hours worked in excess of forty (40) hours in a workweek.
- c) Overtime hours worked in excess and outside of the employee's shift when such work is performed between the hours of 11 p.m. and 7 a.m. or on the employee's last regularly scheduled day off during the work week shall be compensated at twice the base hourly rate.
- d) Employees called back to work after completion of their regular shifts or on

days off shall be entitled to a minimum of three hours call-in time for each duty call that involved leaving their place of residence or other location. If the employee is able to resolve the issue without having to leave their place of residence or other location, no call-in time shall be paid.

In order to trigger a second call the employee must either have returned to their residence or the location from which they were called out, such as a restaurant, home of a friend, etc. If a subsequent call is received within three hours of receiving the previous call, the responding employee(s) shall not receive an additional 3-hour minimum call-in pay. Instead, the employee(s) shall be paid for actual time worked, but no less than the minimum 3-hour call-in time.

If the employee is called back to work after completing their shift and such call back work is completed before 11 p.m., the employee shall be compensated at one and one-half (1½) time for the 3-hour call-in time and any time worked beyond the 3-hour call-in time. If the employee is called back to work prior to 11 p.m., but the work is completed after 11 p.m., only the hours actually worked after 11 p.m. and before 7:00 a.m., or until the employee's regular shift begins, whichever occurs first, shall be paid at double time. If the employee is called after 11 p.m., the 3-hour call-in time and time worked beyond the 3-hour call-in time shall be paid at double time until 7:00 a.m., or until the employee's regular shift begins, whichever occurs first.

Employees who are called in within one and one-half (1½) hours of their start time shall not receive call back guarantees.

For the purposes of FLSA overtime premium calculations, the portion of the minimum three hour call-in time that was not actually worked shall not be counted towards the total hours worked during the regular work week.

e) All regular employees shall be eligible for either overtime pay or compensatory time off equal to one and one-half (1½) or twice the number of hours worked as set forth in this Article. Department Managers shall establish policy as to whether overtime pay or compensatory time is to be granted. A cumulative record of compensatory time earned shall be kept for those departments in which use of compensatory time off is a practice. Not more than 40 hours of compensatory time off may be accumulated. Any accumulated compensatory time that has not been taken each fiscal year shall be paid out to the employee in the last pay check of the fiscal year at the rate of pay as of June 30 of that fiscal year. 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 on their separation date.

f) On January 1 and July 1 of each year employees shall be placed on an

overtime list by division by seniority.

- g) Employees shall be offered overtime in order of the list starting with the most senior person. If that person accepts or declines, they move to the bottom of the list. If that person cannot be reached, WCW shall offer the overtime to the next person on the list and so forth. Employees who cannot be reached shall not lose their place in the rotation.

The rotation shall not include an employee who is currently assigned and being paid for on call duty in accordance with Article XIX. ARTICLE XVIII

#### OVERTIME MEALS

- a) If 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. If an employee is required to come into work ten (10) or more consecutive hours prior to their regularly scheduled shift, he/she shall be entitled to a \$12.00 meal allowance for the first four (4) hours immediately preceding the start of their regular shift and, thereafter, an additional meal allowance of \$12.00 for each six (6) hour interval.
- c) For Operators scheduled 12-hour shifts and required to work to or exceeding a 13th hour, WCW shall provide a \$12 meal allowance, and then every 6th consecutive hour thereafter.

#### ARTICLE XIX          STANDBY

- a) WCW may assign regular employees to standby status. Employees assigned to standby shall be available for service at all times. Standby duties require an employee to report to the appropriate District location within 60 minutes of receiving a service call or alarm. The 60-minute response time will begin at the time that the employee departs their residence, or the site from which the employee was located when he/she received the call or alarm, and ends when he/she arrives at the appropriate District location. Failure to respond within the required time may be grounds for disciplinary action pursuant to WCW's Attendance Policy and Procedure.
- b) WCW shall make reasonable efforts to notify employees that they are to be assigned to standby at least two (2) weeks in advance. Such assignments are to be on a rotational basis for one (1) week periods.

- c) Employees assigned to standby shall receive a \$100.00 per day differential.
- d) The parties agree to use volunteers for standby as follows:
  - 1. Assignment to standby will continue to be made as set forth in subparagraphs (a) through (c). There will be a list of employees who are willing to volunteer for extra shifts of standby. If insufficient employees volunteer, WCW shall assign standby duties.
  - 2. If an employee who is assigned standby is able to find a substitute from the lists of those willing to accept extra standby, the employee assigned may be relieved of their standby assignment. Reasonable efforts shall be made to rotate through the list referred to in subparagraph 2.
  - 3. Both the employee assigned and the substitute must together notify the supervisor, in writing, of the substitution and obtain approval. Notification must be not less than two (2) weeks and no more than four (4) weeks prior to the substitution.
  - 4. The substitution will not be permitted if it results in two (2) probationary employees working standby.
- e) Employees assigned standby shall carry a District issued cell phone, laptop and/or any additional equipment necessary to respond to service calls or alarms.

## **ARTICLE XX SHIFT ASSIGNMENTS**

### **Plant Coverage**

- a) WCW will maintain adequate and appropriate staffing to ensure proper operations of the Treatment Plant. Shift workers are on duty until they have completed their assigned shift. Employees assigned to work a single operator shift shall have proper certification or have access to staff with the proper certification.

### **Bidding for Shift Assignment**

- b) Shift assignments will be on a seniority bid basis. WCW may review the shift assignments every six months. If WCW decides that it is necessary to assign shifts on a basis other than seniority, it shall have the right to do so, but only after meeting and conferring with the Union.

### **Trading**

- c) Employees may be allowed to trade individual shifts with the advance approval

of the first level supervisor. Said requests shall not be denied unreasonably, however the employee shall not abuse the privilege.

**Differentials**

**d) Differential**

1. Shift differential will be paid only for shifts worked. No differential will be paid for time off due to sick leave, vacation, jury duty, military leave, etc. Where the employee works more than one type shift during the pay period, compensation will be made for each type shift worked.
2. Compensation for shift differential shall be at the following rates in addition to the employee's regular rate of pay.

| Type of Shift                                  | Differential           |
|------------------------------------------------|------------------------|
| Saturday and Sunday 6:00 a.m.to 2:00 p.m. Only | 3% of base hourly rate |
| Hours worked from 2:00 p.m. to 6:00 p.m.       | 4% of base hourly rate |
| Hours worked from 6:00 p.m. to 6:00 a.m.       | 5% of base hourly rate |

**Shift Rotation**

WCW and the Union shall collaborate in good faith to jointly establish a mandatory rotation for 12-hour shifts to become effective and implemented no later than October 1, 2019. Any resulting rotation plan or schedule shall be documented in writing and may be adjusted over time as warranted by mutual agreement. In the event agreement is not reached sufficiently before October 1, 2019, to implement a rotation on that date, WCW shall implement a rotation plan or schedule reasonably related to its most recent position on that date.

The provisions of this Side Letter shall become effective and enforceable upon execution, carry the full force and effect as a negotiated provision, and shall not be grievable nor appealable to any judicial or quasi-judicial process or entity (e.g., Superior Court, PERB, etc.).

**ARTICLE XXI            PROFESSIONAL DEVELOPMENT INCENTIVES**

- a) WCW will no longer provide separate reimbursement programs to employees for the purchase of safety shoes, computer/safety glasses, tuition, personal technology or monthly medical premiums. All available related reimbursements are provided for in Article XXII of this agreement.
- b) Certification Incentives
  1. WCW will, whenever possible, provide on-the-job study time in preparation for certification examinations and provide or make available in- house or external certification training. Employees who participate must provide

evidence of having taken the examination.

2. Employees in classifications that specify a required certificate or license may utilize professional development incentives to obtain and renew that certificate or license.
3. 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:

a. One-Time Incentive (these are additive)

| <u>Certification Level</u> | <u>Incentive</u>                  |
|----------------------------|-----------------------------------|
| One grade higher           | \$180                             |
| Two grades higher          | Above plus \$120 (totaling \$300) |
| Operators with Grade III   | Above plus \$100 (totaling \$400) |
| Operators with Grade IV    | Above plus \$320 (totaling \$720) |

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

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

| <u>Certification Level</u> | <u>Weekly Amount (on base pay)</u> |
|----------------------------|------------------------------------|
| One grade higher           | 0.25%                              |
| Two grades higher          | 0.375%                             |
| Operators with Grade III   | 0.50%                              |
| Operators with Grade IV    | 0.75%                              |

- c. The examination application fee will be reimbursed; employee must provide evidence of achieving a passing score in the examination.  
The certification incentives contained in sections a. and b., Certification Incentives, do not apply to the Junior, Assistant and Associate Engineer and Capital Project manager classifications.

d. Tuition Reimbursement:

Project Management Professional (PMP)

Employees in the Project manager and Senior Project Manager Classifications who obtain a PMP certification from PMI or a construction management certification from an accredited college or university, upon proof of possession of the certification, shall receive as a one-time incentive as follows:

A reimbursement for the cost of one (1) review course and for one (1) exam.

Professional Engineer (PE): WCW shall reimburse employees who obtain certifications required for the Assistant Engineer and/ or Associate Engineer classifications for the cost of

- one (1) review course and for the cost of one (1) exam for the Engineer-in-Training certification, and
- one (1) review course and one (1) exam for the Professional Engineer exam.

An employee seeking reimbursement must provide written proof of having passed the exam and receiving the certification. Only employees who pass the examination and receive the certification shall be eligible for reimbursement.

In addition, an employee who has obtained certification (PMP, CMC, or PE) shall be eligible for certificate renewal reimbursement.

4. In addition to the above, employees in the classifications of Collection System Crew Member, 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:

|                       |                |
|-----------------------|----------------|
| a. One-time Incentive | \$180          |
| b. On-going Incentive | 5% of base pay |

5. For medical exams required to maintain a Class "A" license required for an employee's classification, WCW shall pay for not more than one such exam per employee every 18 months. These physicals will be given at WCW's designated provider and will be scheduled during work hours.
6. 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.

## ARTICLE XXII 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 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:** 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 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 XXIII MISCELLANEOUS**

### **Classification**

- a) **Job Classifications.** WCW agrees to meet and confer with the Union regarding any impact that a change in job classification might have.

### **Work Rules**

- b) **Work Rules.** WCW agrees to meet and confer with the Union regarding the impact of any changes in work rules.

### **Pay Checks**

- c) WCW shall provide its employees’ paychecks with information which demonstrates both the number of hours and rates for each different area, e.g., overtime, graveyard, etc. WCW also shall provide employees not less than four (4) times each year with a quarterly statement of their accrued unused vacation, sick leave and compensatory time.

### **Retroactive Pay**

- d) **Retroactive Pay.** WCW will not provide retroactive pay to an employee who has left District employment prior to the ratification and approval by the Board of Directors of a new M.O.U.

### **Bilingual Pay**

- e) Any employee who demonstrates fluency in a language other than English which is a primary language of 10% or more of WCW's rate payers (defined as the combined population demographics of North Richmond, San Pablo, and El Sobrante) and is required to provide such bilingual skill on a routine and consistent basis shall receive \$65.00 per pay period.

The method for demonstration of fluency shall be agreed upon by WCW and Local One/ AFSCME - FOU.

### **457 Deferred Compensation**

- f) WCW will institute a 401 (a) Deferred Compensation option:
- Effective January 1, 2026, WCW will contribute \$25 per month on behalf of any employee contributing at least \$50 per month.
  - Effective January 1, 2027, WCW will contribute \$50 per month on behalf of any employee contributing at least \$100 per month.
  - WCW will add a Roth IRA option to the existing 457b, upon MOU adoption.

### **Exceptions to Promotional Probation**

On 10/ 11/2016, WCW and PEU FOU agreed to retitle the position of Shift Supervisor to Lead Operator. Incumbent employees who held the position of Shift Supervisor's as of October 11, 2016 may retain the title of Shift Supervisor until they leave the classification or position.

## **ARTICLE XXIV MILEAGE REIMBURSEMENT**

Mileage shall be reimbursed at the rate allowable by the IRS.

## **ARTICLE XXV SENIORITY**

The parties agree to pursue clarifications separately from master MOU negotiations, and incorporate any final agreement into the MOU via formal side letter.

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

Bidding procedure for shift assignments and promotion shall be as provided in Article 20, Section (b).

- b) Notice of Layoff

When WCW is contemplating layoff action, it shall first provide a minimum of

thirty (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 thirty (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 thirty (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.

c) 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.

d) Bumping and Reassignment

1. A member laid off from his 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 has served to avoid layoff.

4. A member 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.

**e) 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 weeks to report for work after receiving notice of the offer of reemployment. The offer of reemployment shall be mailed by certified mail to the employee's last known address.

**ARTICLE XXVI RETIREE MEDICAL**

WCW's contribution to medical insurance premiums after retirement shall be the amount necessary to cover the premium for the retiree and his/her eligible dependents up to the monthly cap, as described in Article XIII, 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 WCW will be eligible for full District contribution, even if they do not retire within 120 days of separation from WCW.
- Applies to employees hired after January 1, 2009.

To comply with the requirements of Governmental Accounting Standards Board (GASB) statements No. 43 and No. 45, WCW established a Trust (OPEB Trust Fund). Effective January 1, 2013, employees covered by this Agreement and hired on or after January 1, 2013, shall contribute 1% of his/her pay each pay period to the OPEB trust fund.

**ARTICLE XXVII 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 XXVIII      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 XXIX              DURATION**

Term: The term of the agreement is from January 1, 2025, through December 31, 2027.

**Compensation Study and Salary**

Compensation Study:

Effective January 1, 2025, implement the following increases by classification based on the survey:

|                                               |        |
|-----------------------------------------------|--------|
| ACCOUNTANT                                    | 9.54%  |
| ADMINISTRATIVE TECHNICIAN                     | 1.58%  |
| ASSISTANT ENGINEER                            | 2.34%  |
| ASSOCIATE ENGINEER                            | 1.00%  |
| COLLECTION SYSTEM CREW MEMBER                 | 5.03%  |
| COLLECTION SYSTEM FIELD SUPERVISOR            | 4.90%  |
| DISTRICT INSPECTOR                            | 4.78%  |
| ENVIRONMENTAL COMPLIANCE INSPECTOR            | 4.83%  |
| JUNIOR ENGINEER                               | 6.31%  |
| LABORATORY ANALYST I                          | 2.96%  |
| LABORATORY ANALYST II                         | 2.27%  |
| MAINTENANCE FIELD SUPERVISOR                  | 1.75%  |
| MAINTENANCE TECHNICIAN                        | 6.73%  |
| MAINTENANCE/INSTRUMENTATION TECHNICIAN        | 6.78%  |
| OPERATIONS FIELD SUPERVISOR                   | 4.29%  |
| PLANT OPERATOR                                | 1.00%  |
| PLANT OPERATOR-IN-TRAINING                    | 7.68%  |
| SENIOR COLLECTION SYSTEM CREW MEMBER          | 6.78%  |
| SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR     | 1.00%  |
| SENIOR MAINTENANCE TECHNICIAN                 | 6.31%  |
| SENIOR MAINTENANCE/INSTRUMENTATION TECHNICIAN | 11.70% |
| UTILITY WORKER                                | 3.75%  |

Salary:

- Effective January 1, 2025, implement a unit-wide increase of 3.8%.
- Effective January 1, 2026 - COLA based on the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers (CPI-U) for the year ending April 2025, with a minimum of 3.25% and a maximum of 5.0%
- Effective January 1, 2027 - COLA based on the San Francisco-Oakland-Hayward Consumer Price Index for All Urban Consumers (CPI-U) for the year ending April 2026, with a minimum of 3.25% and a maximum of 4.0%

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, do ratify this Agreement by affixing their signatures this 17<sup>th</sup> day of September, 2025.

WEST COUNTY WASTEWATER

Signed by:  
  
5416DB3F4039454...

General Manager

AFSCME COUNCIL 57 FIELD  
OPERATIONS UNIT (FOU)

Signed by:  
  
06052B4A1055481...

Business Agent

**APPENDIX A**  
**WEST COUNTY WASTEWATER**  
**FIELD OPERATIONS UNIT**  
**CLASSIFICATIONS**

**ACCOUNTANT**  
**ADMINISTRATIVE ASSISTANT**  
**ADMINISTRATIVE TECHNICIAN**  
**ASSISTANT ENGINEER**  
**ASSISTANT MAINTENANCE SUPERVISOR**  
**ASSOCIATE ENGINEER**  
**COLLECTION SYSTEM CREW MEMBER**  
**COLLECTION SYSTEM FIELD SUPERVISOR**  
**DISTRICT INSPECTOR**  
**ENVIRONMENTAL COMPLIANCE INSPECTOR**  
**GEOGRAPHICAL INFORMATION SYSTEMS (GIS) PROGRAM ANALYST**  
**JUNIOR ENGINEER**  
**LABORATORY ANALYST I**  
**LABORATORY ANALYST II**  
**LEAD OPERATOR/SHIFT SUPERVISOR**  
**MAINTENANCE FIELD SUPERVISOR**  
**MAINTENANCE TECHNICIAN**  
**MAINTENANCE/INSTRUMENTATION TECHNICIAN**  
**OPERATIONS FIELD SUPERVISOR**  
**PLANT OPERATOR**  
**PLANT OPERATOR-IN-TRAINING**  
**PROJECT MANAGER**  
**SENIOR COLLECTION SYSTEM CREW MEMBER**  
**SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR**  
**SENIOR MAINTENANCE TECHNICIAN**  
**SENIOR MAINTENANCE/INSTRUMENTATION TECHNICIAN**  
**SENIOR PROJECT MANAGER**  
**UTILITY WORKER**