

**THE CASTRO VALLEY SANITARY DISTRICT**  
**TERMS AND CONDITIONS OF EMPLOYMENT**  
**FOR**  
**UNREPRESENTED EMPLOYEES**

**PREAMBLE**

Unrepresented professional and administrative District staff in the classifications listed below are subject to the following terms and conditions of employment, implementation, and administration of which shall be carried out by the General Manager or designee on behalf of the District.

- Associate Engineer
- Business Services Supervisor
- Executive Assistant/Clerk to the Board

**Article I. Continuation of Existing Benefits.**

Section 1.01. Unless otherwise specified herein, any and all existing benefits, procedures, and/or conditions of employment established in CVSan Policies and Procedures Manual, or as they may be amended, shall apply equally to all of the unrepresented employees of CVSan.

**Article II. Salaries.**

Section 2.01. Effective the pay period following approval of the Terms and Conditions by the Board, retroactive to September 26, 2021 , eligible unrepresented employees shall receive a 3.2% cost of living salary adjustment. Eligible employees are regular full time and regular part-time employees, as defined by CVSan's Policies and Procedures Manual (Section 2080). Temporary employees are not eligible employees. Effective the pay period following approval of the Terms and Conditions by the Board, the salary schedule and salary placement for CVSan unrepresented employee classifications shall be as listed on Exhibit A, which and is hereby incorporated by reference.

Effective July 1, 2022, and subsequently each July 1st for every year of this agreement, it is mutually understood that the employees shall receive a cost-of-living salary increase based on the National Consumer Price index (Pacific Cities). The base figure for comparison shall be the San Francisco-Oakland-San Jose City Average revised index figure for Urban Wage Earners and Clerical Workers for March. The employees shall receive an increase within a range between a 1 percent floor and a 4.5 percent ceiling annually based on the data in the index. The adjustments shall be made to the salary range only. Employees whose classification is represented in the salary range shall receive the cost of living adjustment commensurate with the employee's position and step. However, employees will not be entitled

to step increases within the position salary range unless the employee's most recent performance evaluation was satisfactory.

Y-rated employees will receive one-time distribution in the amount of 3.2 percent effective the first full pay period following terms and conditions approval by the Board of Directors in early 2022.

Section 2.02 Advancement within the established range shall not be automatic and shall be dependent upon annual performance evaluations, including individual goal completions. The period of employment required for advancement shall be in accordance with Section 2150.4.2 of the Policies and Procedures Manual.

Section 2.03. Longevity incentives of \$75.00 per year of service, up to a maximum of \$1,500 per year for 20 or more years of service, will be paid to each regular unrepresented employee on December 1 of each year based on the employee's number of completed whole years of service as of December 1 of each year, provided that the employee has received a satisfactory or better rating on their performance evaluation within the 12months preceding December 1.

Section 2.04. Performance evaluations shall be made during and upon completion of the probationary period and at annual intervals thereafter. During the probationary period, evaluations shall be made on or after the employee's 30<sup>th</sup> day of employment, on or after the employee's 60<sup>th</sup> day of employment, and on or after the employee's 90<sup>th</sup> day of employment. A final probationary evaluation will be made upon the completion of the employee's probationary period. In accordance with Section 2080.4 of the Policies and Procedures Manual, the probationary period shall not exceed 1 year. Performance evaluations shall be reviewed individually by each employee and their supervisor prior to review by the General Manager. Employees shall sign their evaluations, solely as an acknowledgment of having had the opportunity for review, and may make any written comments which they so desire. Should an employee receive an unsatisfactory evaluation, no advancement for performance within the established range will be made. Should an employee disagree with a performance evaluation which has been reviewed by the General Manager the employee may request a further review by the Personnel Committee whose decision shall be final. For further information, please see Policies and Procedures Manual, Section 2180, Grievance.

Section 2.05. In addition to the above provisions, employees shall receive a one-time 2.5 percent increase in salary upon completion of twenty (20) years of continuous employment with CVSan, such increase to be termed a "career service increase." The career service increase shall be effective on the first of the month next following the month in which the twenty (20) years of service are completed. Such career service increase shall be applied to the salary being paid to said employee upon the completion of the twenty (20) years and shall not be considered an adjustment to the salary range for the position held by that employee.

Section 2.06. Work-Out-of-Classification. When an employee is assigned by and approved by the General Manager to temporarily replace another employee for two weeks or more in a higher classification, or to perform the full range of duties required for a particular assignment of a higher classification, they shall be paid the lowest step of the higher classification or at least 5 percent, whichever is greater for such work.

Assignments to perform the work of a higher classification, pursuant to this Section, will be tracked by hours worked and shall not exceed 960 hours in a payroll year.

### **Article III. Employment Categories**

Employees are categorized into one of three different types of employment status: regular full-time; regular part-time and limited-term assignments. The General Manager is responsible for all hiring of District staff.

#### **Section 3.01. Regular Full-Time Employee**

Employees in this category have successfully completed a probationary period and regularly work a minimum of 40 hours per week. Employees in this status are required to participate in the State retirement program (CalPERS). and are eligible to participate in all benefit programs offered by the District subject to the terms, conditions, and limitations of each benefit program.

#### **Section 3.02. Regular Part-Time Employee**

Employees in this category have successfully completed a probationary period and regularly work more than 20 hours but less than 40 hours per week. After one-thousand hours of work in a fiscal year, employees in this status are required to participate in the State retirement program (CalPERS) and may participate in other benefits at the District, on a prorated basis and as defined by Federal or State law.

#### **Section 3.03. Limited Term Employee**

The District may hire full-time or part-time employees on a limited term basis to fill District positions for a specified time, typically, from one to four years. Employment terms for limited term employees are governed by unique employment contracts. Limited Term Employees shall be part of bargaining unit for duration of their employment term.

#### **Section 3.04. Temporary Employee**

The District may hire full-time or part-time employees on a temporary basis for not more than 500 hours per year to assist District personnel in the accomplishment of specific projects or business goals. Term may be extended up to 999 hours per year with notice to the Union. Temporary employees are typically hired through an employment agency, paid on an hourly basis and are not eligible to participate in any benefits other than those that are mandated by State and/or Federal laws and regulations. Temporary employee status is not considered for seniority or benefit longevity purposes if the employee is subsequently hired as a regular full-time or regular part-time employee.

#### **Section 3.05. Exempt Positions**

All District positions are classified as either exempt or non-exempt according to the Fair Labor Standards Act. If a position is classified as exempt as defined by the Fair Labor Standards Act, no overtime compensation will be paid to employees occupying that position.

#### **Section 3.06. Non-Exempt Positions**

Employees designated as non-exempt are paid on an hourly basis with overtime compensation paid or compensatory time earned for more than 40 hours in one workweek, unless an alternate work schedule has been implemented. Non-exempt employees may choose to take compensatory time off in lieu of overtime pay.

**Section 3.07. Disaster Workers**

Government Code Sections 3100-3109 designates all public employees as disaster workers in protection of State citizens and resources. As disaster workers, employees are required to serve during a State or local emergency providing disaster service activities as assigned by a District supervisor or manager.

**Article IV. Compensation for Portion of Payroll Period.**

Section 4.01. Any non-exempt person employed in a regular position under the Classified System who works less than any full payroll period, except when on earned annual leave, authorized sick leave or other authorized paid leave, shall receive as compensation for such payroll period an amount which is commensurate with the number of hours actually worked. Employee leave and benefits shall be pro-rated based on the proportion of a 40-hour work week actually worked.

**Article V. Regular Working Hours.**

Section 5.01. CVSsan's operating hours are 7:00 A.M. to 4:00 P.M., Monday through Friday. Full-time exempt employees are regularly expected to work forty (40) hours per week during CVSsan's operating hours. However, exempt employee's working hours and days may be adjusted to meet the needs of CVSsan and the work assigned. Exempt employees are exempt from receiving overtime compensation.

Section 5.02. The regular working hours for non-exempt employees shall be eight (8) scheduled working hours between 6:00 A.M. and 6:00 P.M., Monday through Friday, unless otherwise authorized by the General Manager.

**Article VI. Time Worked Beyond Regularly Scheduled Hours.**

Section 6.01. This Article applies to non-exempt employees only. For the purposes of this Article, time worked beyond regularly scheduled hours shall be divided into three categories; (1) overtime, (2) on-call time, and (3) call-back time.

Section 6.02. Overtime shall be deemed to be that time worked by employees beyond eight (8) hours per regular working day. Overtime is to be performed by all employees of CVSsan as required by the General Manager or as emergency calls from the "on call" employee requires. Overtime shall be compensated at the rate of one and one-half times the hourly rate applicable to such employee's basic salary.

Section 6.03. In lieu of receiving overtime pay, employees may receive compensatory time off, at the rate of time and one-half hours per one hour worked, at the option of the employee, provided that no employee may earn more than a total of 60 hours of compensatory time in one calendar year. Compensatory time off may be taken at any time upon approval of the General Manager, consistent with CVSsan's policy for requesting leave. Unused accumulated compensatory leave shall be paid to the employee at the end of each calendar year.

Section 6.04. Employees may voluntarily, on a case by case basis, waive daily overtime (time worked in excess of eight (8) hours in a single workday or outside regular working hours) in exchange for time off on another day within the same two-week pay period. This

provision will permit the use of flexible work schedules, such as 10-hour workdays, when necessary, acceptable to the employee and at a benefit to CVSan and the public. The employee's immediate supervisor and the General Manager must approve the flexible work schedule at least 48 hours prior to such schedule change. The flexible work schedule is not to be used as a permanent change in regular working hours and should not exceed a two-week pay period. If as a result of the use of a flexible work schedule the employee works in excess of 80 hours in the two-week pay period, overtime will be paid.

Section 6.08. Employees shall be entitled to receive overtime pay or compensatory time off for time spent in attendance at any meeting when such attendance reaches beyond eight (8) hours in a regular working day and is required as a part of said employee's position with CVSan or as required by the General Manager.

**Article VII. Holidays.**

Section 7.01. Holidays for CVSan employees shall include any day set by the President of the United States at the discretion of the General Manager and Board. The prescribed holidays are: January 1 (New Year's Day); the third Monday in January (Martin Luther King Day); the third Monday in February (Presidents' Day); the last Monday in May (Memorial Day); July 4 (Independence Day); the first Monday in September (Labor Day); November 11 (Veterans Day); Thanksgiving Day and the Friday thereafter; December 24 and December 25 (Christmas Eve and Christmas Day); and December 31 (New Year's Eve).

Section 7.02. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the previous Friday shall be observed. In the event there are two consecutive holidays on a Friday and a Saturday, the Friday holiday is observed on Thursday and the Saturday holiday is observed on a Friday prior. In the event there are two consecutive holidays on a Sunday and a Monday, the Sunday holiday is observed on Monday and the Monday holiday is observed on Tuesday.

**Article VIII. Annual Leave.**

Section 8.01. Both exempt and non-exempt employees shall earn annual leave. Annual leave shall be earned each pay period, that is, bi-weekly. The amount of leave earned per pay period shall be based upon the years of service as set out herein below. Said leave may be taken any time thereafter upon approval of the General Manager and in increments of no less than one (1) hour increments thereafter for non-exempt employees, and consistent with CVSan policy for requesting leave.

Length of Service	Leave Earned	
	Per Year	Per Pay Period
0 through 3 <sup>rd</sup> year	94 hours	3.62 Hours
During 4 <sup>th</sup> through 10 <sup>th</sup> year	136 Hours	5.23 Hours
During 11 <sup>th</sup> through 14 <sup>th</sup> year	154 Hours	5.92 Hours
During 15 <sup>th</sup> year and thereafter	172 Hours	6.62 Hours

Section 8.02. Annual leave accrual may be carried over from year to year, provided, however, that no employee may accumulate a total credit of more than two and one-half times their annual leave entitlement, except at the General Manager's variance discretion described by this section. Such accumulated annual leave is considered a vested benefit of the employee and shall be paid to the employee upon separation from CVSan employment for any reason. Employees leaving CVSan employment due to service or disability retirement may elect, in lieu of a lump sum payment of accumulated annual leave, to continue on CVSan payroll to the extent of such accumulated annual leave in accordance with Section 2020.3 of the CVSan Policies and Procedures Manual.

Leave accumulated in excess of the total permitted will be scheduled for use at the direction of the General Manager. The General Manager may also grant a variance for the temporary accumulation of annual leave in excess of two and one-half (2.5) times the annual accrual.

Section 8.03. When a legal holiday, or a sickness for which sick leave may be taken as defined herein, occurs during an employee's annual leave, the holiday or sick leave shall not be charged as annual leave.

Section 8.04. CVSan may "buy back" annual leave days from an employee under the following terms and conditions. The employee must have sufficient annual leave credits so that after the "buy back" a minimum of eighty (80) hours of annual leave remains in the employee's account available for use. The employee must, in the 12 months preceding the "buy back" request, have used an amount of annual leave hours equal to or greater than the number of hours submitted for "buy back." The General Manager may waive or impose conditions if the "buy back" is requested for financial hardship or unusual circumstances.

Section 8.05. Administration Leave (Admin Leave). Employees in exempt classifications shall receive Non-Accruable Admin Leave in the amount of forty (40) hours per year. Beginning January 1, 2022, forty (40) hours will be replenished at the beginning of the first pay period of each calendar year. Non-Accruable Admin Leave hours are not available for liquidation at any time or for payoff at separation. The employee shall have the discretion to identify whether the leave to be used is Non-Accruable Admin Leave or Accruable Annual Leave.

## **Article IX. Sick Leave.**

Section 9.01. Ninety-six (96) hours of sick leave shall be earned annually and credited proportionately, 3.69 hours, each pay period for all full-time regular, exempt, and non-exempt personnel who are regular, probationary, or long-term temporary employees. Part-time regular employees will earn sick leave proportionate to their schedule. Leave so accrued shall be available thereafter as needed. Employees shall be entitled to use sick leave in one-hour increments. Employees who do not meet the definition of a full-time or part-time "regular" employee under Policies and Procedures Manual Policy No. 2020 shall be entitled to accrue and use paid sick leave in accordance with Policies and Procedures Manual Section 2040.2. Such employees shall also be entitled to use paid sick leave in one-hour increments.

Section 9.02. After the fifth (5<sup>th</sup>) day of used sick leave for a health condition, employees shall submit to Human Resources a physician's certificate declaring that the employee is released for duty or a medical certificate stating whether the employee has a medical condition or disability so that a reasonable accommodation or alternate leave can be assessed.

Section 9.03. Sick Leave may be taken for:

(a.) An employee's existing health condition or preventative care.

(b.) A family member's existing health condition or preventative care. A family member is defined as a child, parent (including parent-in-law), spouse or registered domestic partner, grandparent, grandchild, or sibling.

(c.) An employee who is a victim of domestic violence, sexual assault, or stalking. If using sick leave for this reason, it must be reported to Human Resources.

(d.) In conjunction with other benefits as laid out in section 9.05 and 9.06.

(e.) Bereavement in the event of a death of a family member (as described above) of an employee. No more than five (5) days of bereavement may be charged to sick leave.

Section 9.04. Regular full-time and regular part-time employees may accrue unused sick leave to an unlimited extent. However, unused sick leave may not be cashed out upon termination, resignation, or other separation from employment, excepted upon retirement as governed by the provisions of Policy No. 2040 of CVSan Policies and Procedures Manual. The maximum accrual amount for temporary workers and interns is similarly described by Policy No. 2040.

In the event an employee separates from employment and is reinstated within one year from the date of separation, accrued and unused sick leave will be reinstated.

Section 9.05. Sick leave may be used to supplement workers' compensation if an employee is sick or injured and has a physician's statement that they cannot perform their regular duties. Sick leave may be used to supplement the resulting insurance payments to receive additional income up to an amount equal to but not exceeding, the normal rate of pay. At the General Manager's discretion, an employee may use annual or compensatory leave in lieu of, or in addition to, sick leave.

For the purposes of this section, the employee's normal rate of pay is the employee's base salary (or hourly rate of pay), plus any incentives the employee was eligible for and receiving at the time they suffered an injury for which they are eligible to receive workers' compensation.

Section 9.06. If an employee wishes to do so, sick leave may be integrated with short-term Disability Insurance (DI) or Paid Family Leave (PFL) benefits as set forth by the Employment Development Department (EDD). Payments from CVSan in conjunction with EDD can compensate an employee up to an amount equal to, but not exceeding the normal rate of pay. Payroll and Human Resources will calculate the pay amount after receiving the EDD daily rate and calculate the amount of leave needed to make the employee whole. For PFL, the employee must use Annual or Admin leave for the first seven (7) calendar days.

For the purposes of this section, the employee's normal rate of pay is the employee's base salary (or hourly rate of pay), plus any incentives the employee was eligible for and receiving at the time they became eligible for DI or PFL benefits.

## **Article X. Jury Leave.**

Section 10.01. When an employee is called or required to serve as a trial juror, they shall be entitled to be absent from their duties with CVSan during the period for such service or while necessarily being present in Court as a result of such call. In the event an employee is called or required to serve as a witness in a civil or criminal action to which they are not a party and which is not related to CVSan business, jury leave may be granted by the General Manager. When jury leave is granted, the employees shall receive their full salary for a maximum of fifteen (15) working days, but shall reimburse CVSan the amount received by them for their services as provided by law, less any payment made to the employee for travel and meal allowance for such duty. Employees called for jury duty at a time when their presence is necessary for the proper operation of CVSan shall, if requested by the General Manager, request to have jury service postponed.

#### **Article XI. Military Leave.**

Section 11.01. Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give CVSan an opportunity within the limits of military regulations to determine when such leave shall be taken.

#### **Article XII. Leave of Absence Without Pay**

Section 12.01. Upon the written request of an employee, the General Manager may approve a leave of absence without pay for a period not to exceed six (6) months. During such leave without pay the employee shall be responsible for the payment of premiums necessary to keep the employee's benefits in force and effect. Eligibility to return to the same employment position with seniority and appropriate level of benefits at the end of the leave period must be approved prior to beginning the leave of absence.

#### **Article XIII. Disability Leave.**

Section 13.01. Employees who are absent due to an occupational illness or injury related to performance of CVSan duties shall not be required to use sick leave, except as set out in Section 13.02 below. Such employees shall be provided disability leave at full pay, less workers' compensation insurance payments received, until they are permanent and ratable; however, such disability leave at full pay shall not exceed three (3) months in any twelve (12) month period without the approval of the Personnel Committee. Employees who are absent due to a non-occupational illness or injury may use sick leave or other approved leave which may be eligible for coordination with short-term disability insurance benefits as described in Article IX, Sick Leave.

Section 13.02. After three (3) months, such employees who have been absent due to an occupational illness or injury may elect to take sick leave or annual leave and continue at full pay to the extent of such accumulated leave. If the employee does so elect, CVSan shall receive and retain all workers' compensation insurance payments made to such employee for the period during which the employee is on sick leave or annual leave. The amount of sick leave or annual leave charged against an employee who has so elected shall be determined in the following manner: The workers' compensation insurance payments reimbursed to CVSan during the pay period shall be subtracted from the actual salary paid to such employee. The calculated amount shall then be divided by the employee's hourly rate of pay and the resulting number of hours shall be deducted from the employee's leave balance(s). The employee may also be eligible for short-term disability insurance benefits, long-term disability insurance benefits, disability retirement, or other benefits to which the employee may be eligible.



Section 13.03. Short-term disability insurance, State Disability insurance (SDI) or equal, shall be provided for each employee of CVSan with the premium paid by CVSan. Such short-term disability insurance shall be coordinated according to policy requirements with the benefits provided by CalPERS or Social Security and/or other benefits which may be available to the employee.

Section 13.04. Long-term disability insurance shall be provided for each regular, probationary, and long-term temporary employee of CVSan with the premium paid by CVSan. Such long-term disability insurance shall be coordinated with the benefits provided by CalPERS or Social Security and/or any other benefits which may be available to the employee as required by the policy and shall normally begin at the end of the twelve (12) month elimination period and continue until the employee reaches the normal retirement age for CVSan retirement plan, fifty-five (55) years of age for Tier 1 and Tier 2 employees, and sixty-two (62) years of age for Tier 3 employees, or is no longer considered disabled and eligible for benefits.

Section 13.05. Pregnancy, if eligible under the short-term disability insurance policy, may be considered a form of short-term disability for regular, probationary and, long-term temporary female employees. Disability leave may be requested during each pregnancy for female employees as outlined under the California Fair Employment and Housing Act.

Section 13.06. Employees eligible for disability benefits shall be eligible for continued employee benefits provided the disability benefits are coordinated with and/or supplemented by annual, sick, or other leave credits available to the employee to provide for a normal pay amount.

#### **Article XIV. Salary Payment Procedure.**

Section 14.01. The salaries of all employees of CVSan, herein provided for, shall be paid by CVSan bi-weekly.

#### **Article XV. Health Plan Contributions.**

Section 15.01. Eligible employees may participate in the CalPERS health plans.

Effective the first full pay period following Board approval of these Terms and Conditions of Employment CVSan will contribute up to the dollar equivalent of one hundred percent (100 percent) of the family rate for the Kaiser CA HMO, by enrollment category, for all employees who select Kaiser CA or a less expensive Health Plan option.

Employees who select a Health Plan with a higher premium than Kaiser CA HMO will pay any difference between the Kaiser CA HMO rate, by enrollment category, and the total cost for the plan selected by the employee.

Current employees, hired prior to March 1, 2020, who are currently enrolled in a Health Plan with a higher premium than Kaiser CA HMO will be eligible to retain the existing 90/10 cost split where CVSan will pay 90 percent and the employee pay 10 percent of the medical premium for their current medical plan through December 31, 2021.

Section 15.02. Employees who are eligible to participate in CVSan sponsored health plan but elect not to participate shall receive deferred compensation of 50 percent of the Kaiser single person plan (rate determined each March 1<sup>st</sup>) per month as an in-lieu payment. Such employees shall provide proof of coverage in a similar health care plan. This in-lieu payment is in addition to CVSan's matching contribution set forth in Section 26.01.

Section 15.03. While not mandatorily covered by COBRA (Consolidated Omnibus Budget Reconciliation Act), CVSan has optionally chosen to provide the benefits of this Act for the provision of continued health and dental plan coverage to employees leaving and/or their dependents in danger of losing their health and dental coverage due to certain stated events, such as resignation, leave of absence or death, for a stated period of time ranging from eighteen (18) to thirty-six (36) months, it being understood that such continued coverage is provided at the employee's own expense. Employees continuing their health and/or dental coverage through COBRA shall pay the appropriate monthly premium(s) to CVSan on or before the last day of the month for the following month's coverage. CVSan shall not collect any administrative costs other than the actual premiums due.

#### **Article XVI. Other Post-Employment Benefits (OPEB)**

Section 16.01. For employees hired prior to March 1, 2008, CVSan shall pay costs of the group health plan for all retired employees and their spouse or eligible domestic partner per the Public Employees' Medical & Hospital Care Act (PEMHCA), provided the retired employee is eligible to receive an annuity for service or disability retirement from the Public Employees' Retirement System and has been employed at least five (5) years at CVSan.

Section 16.02. Employees hired after March 1, 2008, must have been employed at CVSan for twenty (20) years for full retiree and their spouse or eligible domestic partner (as described in section 16.01) health coverage, with 50 percent coverage at 10 years escalating an additional 5 percent each subsequent year to 100percent at 20 years.

Section 16.03. Employees hired after March 1, 2011, must have been employed at CVSan for 20 years for employee only retiree health coverage, with 50 percent coverage at 10 years escalating an additional 5 percent each subsequent year to 100 percent at 20 years. For these employees, CVSan shall pay costs of the group health plan for retired employee only (excluding spouse or eligible Domestic Partner).

Section 16.04. CVSan shall provide health care benefits at the Kaiser "Employee & 1 Dependent" Plan ("Employee Only" Plan for employees hired after March 1, 2011) in affect at the time of retirement.

Section 16.05. From time to time, benefits within said health plan may change. Any changes in benefits would apply to the retiree.

Section 16.06. All OPEB contributions made pursuant to this Article shall be made on a reimbursement basis in accordance with CalPERS and IRS regulations.

#### **Article XVII. Dental Plan.**

Section 17.01. In addition to the compensation herein provided, CVSan shall pay costs of group dental plan for all employees and their dependents. CVSan has optionally chosen to be covered by COBRA for dental plan coverage as set forth in Section 15.03.

**Article XVIII. Uniforms – Maintenance and Field Personnel.**

Section 18.01. Safety Glasses. Prescription Safety glasses and Blue Light filtered glasses will be provided to employees as required. Blue Light filtered glasses shall be issued to non-field employees. Employees who do not have prescription glasses will receive the Blue Light filtered glasses reimbursement capped at \$50.00 per year.

**Article XVIII. Car Allowance.**

Section 19.01. CVSan employees shall not be required to use their own vehicles on CVSan business. Personal vehicles authorized and/or voluntarily used on CVSan business must be maintained in good condition and the employee shall furnish all gas, oil, and lubrication for such vehicle.

Section 19.02. Personal vehicles used on CVSan business must have prior authorization from the General Manager and must be insured for public liability and property damage to the limits required by California State Law. CVSan shall provide additional insurance on non-owned vehicles used in CVSan business at the following limits: Bodily Injury Liability, \$500,000 each person and \$1,000,000 each occurrence. Property Damage \$100,000 each occurrence.

Section 19.03. CVSan shall compensate authorized CVSan employees at the Internal Revenue Service standard mileage rate for use of their own private vehicle as specified above when proof of adequate insurance coverage is properly on file with CVSan.

**Article XIX. Life Insurance.**

Section 20.01. CVSan shall pay the premium costs for a term life insurance plan which shall provide each insurable employee with a death benefit of \$50,000 and an additional \$50,000 for accidental death and dismemberment (AD/D).

Section 20.02. At the option of the employee and if available, dependent coverage may be added to the basic policy. If the employee does so elect to have dependent coverage, the monthly premium for this coverage shall be collected from the employee through payroll deduction.

**Article XX. Reduction of Employee Contributions of CalPERS.**

Section 21.01. Tier 1. For employees hired prior to March 1, 2011, CVSan shall contribute monthly an amount equal to 8 percent of each employee's basic monthly salary, or other amount as required, to CalPERS as payment of each employee's contribution to provide for benefits according to the formula for 2.7 percent at 55.

Section 21.02. Tier 2. For employees hired after March 1, 2011, CVSan shall contribute monthly an amount equal to 7 percent of each employee's basic monthly salary,

or other amount as required, to CalPERS as payment of each employee's contribution to provide for benefits according to the formula for 2 percent at 55.

Section 21.03. Tier 3. For employees hired on or after January 1, 2013, the employee shall contribute half of the normal costs as stated in Public Employees' Pension Reform Act (PEPRA) and CVSan shall contribute monthly the other portion as required, to CalPERS as payment of each employee's contribution to provide for benefits according to the formula for 2 percent at 62.

Section 21.04. CVSan shall take any and all reasonable actions necessary to establish and maintain above stated benefits for eligible employees.

Section 21.05. Employees will share in CVSan's retirement costs as follows: Employees hired prior to March 1, 2011 will contribute 1 percent and, employees hired after March 1, 2011 will contribute 3.5 percent. Employees hired after January 1, 2013, will contribute half of the normal costs as stated in PEPRA.

Section 21.06. Contributions by CVSan shall be credited to the employee's individual account with CalPERS and CVSan shall make any and all reasonable and necessary amendments to the existing contract between CVSan and said retirement system, in accordance with the State of California Public Employees' Retirement Law, to make said contributions.

Section 21.07. Employer paid member contributions as described in the CalPERS contract shall be converted to pay rate during final compensation period, during the twelve (12) months preceding retirement. It shall be the responsibility of the employee to notify CVSan of their proposed retirement date at least thirteen (13) months in advance of retirement to provide sufficient time to implement this benefit. If the employee notifies CVSan with less than thirteen (13) months' notice, an administrative fee shall apply. This section does not apply to employees hired after January 1, 2013 as stated in PEPRA.

#### **Article XXII. Vision Insurance.**

Section 22.01. In addition to the compensation herein provided, CVSan shall pay costs of group vision plan for all employees and their dependents.

#### **Article XXIII. CalPERS 1959 Survivor Benefit Program**

Section 23.01. All employees shall be mandatorily covered by the 1959 Survivor Benefit Program through CalPERS, with the exception of those employees who elected not to be covered at the time this benefit was first offered. For each covered employee, CVSan will contribute \$3.50 per month for the third level benefits, and the employee will contribute \$2.00 per month through payroll deduction.

#### **Article XXIV. Tuition Reimbursement**

Section 24.01 CVSan will reimburse all regular unrepresented employees for the cost of tuition, books and fees incurred for course work directly related to the employee's duties with CVSan. Such reimbursement shall be made upon presentation of a report from the school that the course work has been successfully completed with Credit Earned or a letter grade of "C" or above, and providing the employee has received the prior approval of the General

Manager for the course work to be reimbursed. CVSsan has established an annual pooled amount of funds which will be expended on a first-come-first-serve basis, which annual amount shall be defined as the amount listed in the annual budget.

### **Article XXV. Deferred Compensation Program**

Section 25.01. CVSsan has established, through the CalPERS 457 Plan, a basic deferred compensation program which is available to all employees who meet the eligibility requirements of the program as defined by CalPERS. CVSsan will match employee contributions from regular employees, up to a maximum of \$5,000.00 per year, for each regular employee with an account in CVSsan's deferred compensation 457 plan. CVSsan matching contributions will begin after the employee successfully completes the probationary period.

Length of Service	CVSsan Match Amount
Zero (0) – One (1) Years Regular Service to CVSsan	\$0/year
One (1) – Three (3) Years Regular Service to CVSsan	\$1,000/year
Three (3) – Five (5) Years Regular Service to CVSsan	\$2,500/year
Over Five (5) Years Regular Service to CVSsan	\$5,000/year

### **Article XXVI. Errors**

Section 26.01. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the District shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to employee.

Section 26.02. In the event an employee received an overpayment or underpayment of wages, the employee may select one of the following methods:

1. Lump sum payment by employee or employer;
2. One-time deduction from usable vacation or compensatory time off (CTO) leave balances equivalent to the overpayment at the employee's current hourly rate;
3. A repayment schedule through payroll adjustment; and/or
4. Other means, as may be mutually agreed to between the parties.

Section 26.03. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the District pay period two years prior to the date that either the District or the employee gives written notice to the other that a payment error has occurred.