

MEMORANDUM OF UNDERSTANDING

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 21
(PROFESSIONAL/SUPERVISORY REPRESENTATION UNIT)**

AND

CONTRA COSTA WATER DISTRICT

NOVEMBER 9, 2015 TO NOVEMBER 8, 2021

**PROFESSIONAL/SUPERVISORY REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING**

TABLE OF CONTENTS

PREAMBLE	1
SECTION 1. RECOGNITION	1
1.1 Certification of Union.....	1
1.2 Purpose	1
1.3 Labor/Management Committee	2
1.4 Bulletin Boards.....	2
1.5 Agency Shop:.....	2
SECTION 2. INCORPORATION.....	3
2.1 Entire Agreement.....	3
2.2 Separate Agreements.....	3
SECTION 3. GROUP INSURANCE	3
3.1 Medical Insurance.....	3
3.2 Dental Insurance	4
3.3 Life Insurance	4
3.4 Long Term Disability Insurance	4
3.5 Vision Insurance	4
3.6 Employee Assistance Program	4
SECTION 4. EDUCATIONAL ASSISTANCE	5
4.1 Conditions for Financial Assistance.....	5
4.2 Amount of Financial Assistance	5
4.3 Refund of Financial Assistance	6
SECTION 5. OTHER BENEFITS	6
5.1 Flexible Benefit.....	6
5.2 Pre-tax Benefits.....	6
5.2.1 Health Care Reimbursement Account.....	6
5.2.2 Dependent Care Reimbursement Account.....	7
5.2.3 Separate Accounts.....	7
5.2.4 Impact of Future Legislation.....	8
5.2.5 Part-Time Employees.....	8
SECTION 6. EMPLOYEE LEAVE.....	9
6.1 Vacation Benefit.....	9
6.2 Vacation Leave Transfer.....	9
6.3 Sick Leave Benefit.....	10
6.4 Holidays	12
6.5 Discretionary Leave.....	13
6.6 Family Care Leave.....	14
6.7 Jury Duty	14
6.8 Bereavement Leave.....	14

SECTION 7. RETIREMENT	15
7.1 Retirement Plan	15
7.2 Retirement Medical Benefit.....	18
7.2A Employee Contribution to OPEB (Retirement Medical)	18
7.3 Deferred Compensation	19
7.4 Deferred Compensation 401a Plan.....	19
SECTION 8. SALARY PRACTICES	20
8.1 Salary Adjustments.....	20
8.2 Salary Administration	23
8.3 Temporary Assignment to Higher Classification	23
8.4 Special Assignments.....	23
8.5 Administrative Leave	24
8.6 Standby Supervisor Pay	24
8.7 Certification Incentive.....	24
8.8 Holiday Pay for Senior Watershed Resources Specialist & Watershed Resources Specialist	24
8.9 Overtime/Compensating Time Off for Non-Exempt Classifications.....	25
SECTION 9. GRIEVANCE PROCEDURE.....	25
9.1 Purpose	25
9.2 Definitions.....	25
9.3 Procedural Steps	25
9.4 Arbitration Procedure.....	27
SECTION 10. DISCIPLINARY PROCEDURE.....	27
SECTION 11. NON-DISCRIMINATION - EQUAL TREATMENT.....	28
SECTION 12. STRIKES AND LOCKOUTS.....	28
12.1 No Strikes or Lockouts	28
12.2 Impasse Procedure.....	28
SECTION 13. LAYOFF/ELIMINATION OF POSITIONS	29
13.1 Layoff Authority	29
13.2 Layoff Procedure	29
SECTION 14. MANAGEMENT RIGHTS.....	31
SECTION 15. PAST PRACTICE	32
15.1 Past Practice	32
SECTION 16. UNION SECURITY	32
SECTION 17. HEALTH AND SAFETY	33
17.1 Obligation Acknowledged:.....	33
17.2 Safety Shoes	33
17.3 Management Wellness Program	33

SECTION 18. HOURS OF WORK..... 34

18.1 Normal Workweek.....34

18.2 Alternate Work Schedule.....34

18.3 Los Vaqueros Holiday/Weekend Coverage.....34

SECTION 19. UNIFORMS..... 35

SECTION 20. SAVINGS CLAUSE 36

SECTION 21. DRUG AND ALCOHOL FREE WORKPLACE 36

SECTION 22. PROJECT EMPLOYEES..... 36

SECTION 23. TERM 37

IFPTE LOCAL 21 GRIEVANCE FORM 38

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CONTRA COSTA WATER DISTRICT
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 21**

EFFECTIVE NOVEMBER 9, 2015

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between the General Manager of the CONTRA COSTA WATER DISTRICT, hereinafter referred to as "District," and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL NO. 21, AFL-CIO, (Professional/Supervisory Representation Unit), hereinafter referred to as "Union," pursuant to California Government Code Sections 3500 et seq., and the District's Employer-Employee Relations Policy as described in District Regulation No. 3.16.

The parties having reached agreement on terms and conditions of employment during the period commencing November 9, 2015, as hereinafter set forth, submitted this Memorandum to the District's Board of Directors with the joint recommendation that that body resolve to adopt its terms and conditions and take such other and additional action as may be necessary to implement its provisions.

SECTION 1. RECOGNITION

1.1 Certification of Union

The District hereby confirms its certification of the Union as the recognized employee organization for the employees in the Professional/Supervisory Representation Unit, as defined in the District's Employer/Employee Relations Policy, Regulation No. 3.16. The District agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as provided under the District's Employer/Employee Relations Policy and authorized by law.

1.2 Purpose

The parties agree that the purpose of this Memorandum of Understanding is to promote and provide harmonious relations, cooperation and understanding between the District and the employees covered herein, and to set forth the full agreement of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation.

1.3 **Labor/Management Committee**

A Labor/Management Committee, consisting of three representatives designated by the Union and three representatives designated by the District, will periodically meet regarding matters of mutual interest.

1.4 **Bulletin Boards**

- a. The District will permit the use of bulletin boards for official union business.
- b. A certified employee organization shall be allowed the use of specific meeting areas at District facilities for executive board or business meetings during non-working hours provided that there is no additional cost to the District, that it does not interfere with District operations and that employees in attendance are not on duty or scheduled for work.
- c. Each new employee within the bargaining unit shall be given, in writing, the name of the certified employee organization for the unit together with the name and address of the representative of the Union. The District shall give to the Union in writing the name, job classification and department of each new employee in the unit represented by the union.

1.5 **Agency Shop:**

Effective May 18, 2004, any employee who is covered by this Memorandum of Understanding shall, as a condition of initial and continued employment, either become a member of the Union, or in the alternative, pay to the Union as an agency fee an amount of money equal to all initiation fees, monthly dues, and assessments authorized in writing by the Union's President and Secretary.

All employees in the bargaining unit who are not members of the Union shall either provide the Human Resources Division a membership application/dues deduction or authorization for payroll deduction for agency fee, or such employees shall be required to submit the above amounts (initiation fees, monthly dues and assessments) directly to the Union and furnish the District with a copy of the receipt. The District shall furnish all non-members a dues deduction card and an agency fee card and notify all employees of their obligation to comply with the agency shop provisions of this Agreement.

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting a public employee organization shall not be required to join or financially support the Union. Those employees shall, in lieu of initiation fees, monthly dues and assessments, pay sums equal to such initiation fees, monthly dues and assessments to one of the three following non-religious, non-labor, charitable funds exempt from taxation under Section 501 (d)(3) of the Internal Revenue Code:

- A. American Heart Association
- B. American Cancer Society
- C. Blood Bank of Alameda Contra Costa Medical Association

All new employees shall, as a condition of continued employment, provide the Human Resources Division within five (5) calendar days of their employment, either a membership application/dues deduction or authorization for payroll deduction for agency fee, or such employees shall be required to submit the above amounts (initiation fees, monthly dues and assessments) directly to the Union and furnish the District with a copy of the receipt.

SECTION 2. INCORPORATION

2.1 Entire Agreement

This Agreement sets forth the full and entire understanding of the parties regarding the terms and conditions of employment.

2.2 Separate Agreements

Incorporated by reference into this Agreement are the provisions of the following documents impacting employees affected by this Agreement, unless superseded by a provision herein:

- a. Regulation No. 3.12.030 - Retirement Plan Trust Agreement;
- b. Regulation 3.12.020 - Deferred Compensation;
- c. OPEB Trust Agreement;
- d. Any other regulation and/or policy enacted by the Board of Directors and/or General Manager prior to October 6, 1986, impacting employees affected by this Agreement.

SECTION 3. GROUP INSURANCE

3.1 Medical Insurance

- a. For the duration of this Agreement, the District agrees to pay the cost of the full family Kaiser health plan premium on behalf of each eligible bargaining unit Employee. Those Employees who elect to enroll in a health plan which has a higher premium cost than that for the full family Kaiser plan, are responsible for payment of any costs exceeding the full family Kaiser premium.
- b. The District will make available medical insurance for new employees at the employee's expense until the District provided group medical insurance benefits are available in accordance with this section. This subsection 3.1(b) assumes that the new employee is otherwise eligible to participate in the group medical insurance plan.
- c. Group insurance for retirees is provided pursuant to Chapter 3.24, Section 3.24.010 of the Code of Regulations.
- d. Active employees who elect not to insure qualified dependents as a result of a spouse or registered domestic partner receiving group medical insurance through the District or another employer, may receive a cash payment of two-thirds (66-2/3%) of the District's monthly savings.

3.2 Dental Insurance

- a. The District agrees to pay the cost of the dental insurance premium for the employee and qualified family members during the term of this Agreement.
- b. Benefits provided under the District's plan, shall include a \$2,000 annual maximum, 100% of diagnostic/prevention costs, and 50% of the orthodontia for the employee and qualified family members to a \$4,000 lifetime maximum per participant.

3.3 Life Insurance

- a. The District agrees to pay the cost of the premium for group life insurance up to two times the employee's annual salary, with a \$150,000 maximum.
- b. The District agrees to provide \$1,500 life insurance for the employee's spouse or registered domestic partner and \$1,500 life insurance for qualified children, during the term of this Agreement.
- c. The District agrees to provide \$5,000 life insurance for employees who retire during the term of this Agreement. Effective November 29, 1999, all persons who retired between October 6, 1986, and November 29, 1999 shall be entitled to receive not less than \$5,000 at the time of their death.
- d. District provides \$5,000 life insurance coverage for all retirees who retired prior to October 6, 1986 and after November 29, 1999. Coverage reduces to \$3,250 at age 70; and to \$2,500 at age 75.

3.4 Long Term Disability Insurance

The Long Term Disability insurance benefit to be provided to eligible Professional/Supervisory unit employees, effective August 1, 2004, is 66-2/3% of a maximum monthly base salary of \$10,200 (equaling to a \$6,800 maximum monthly insurance benefit payment).

- The survivor benefit shall be three months of the employee's salary;
- The alcohol and drug disability coverage shall be for a term not to exceed 24 months; and
- The COLA increase on the disability benefit shall be the industry standard of the lesser of 3% or one-half of the increase of the CPI.

3.5 Vision Insurance

The District agrees to pay the cost of vision care insurance for the employee and qualified family members during the term of this Agreement.

3.6 Employee Assistance Program

The District shall provide an Employee Assistance Program (EAP) for the employee. Said EAP will cover the cost of professional, medical, legal and financial counseling for the employee and immediate family equal to that provided other employees of the District.

SECTION 4. EDUCATIONAL ASSISTANCE

4.1 Conditions for Financial Assistance

- a. Financial assistance shall be granted only to permanent, full-time employees of the District.
- b. Each grant of financial assistance shall be subject to the prior approval of the General Manager or his/her designee.
- c. Requests for financial assistance shall be made by the employee through his/her supervisor and department head prior to enrollment in the course of instruction.
- d. The course of instruction shall be related to the employee's present or potential job.
- e. The course of instruction shall be given by a university, college or other public or private school acceptable to the General Manager or his/her designee.
- f. Financial assistance shall be contingent upon satisfactory completion of the course of instruction. The employee shall furnish written evidence of satisfactory completion, and if the course is graded, that the employee received a grade of C or better.
- g. District approval for financial assistance shall be limited to no more than \$3,000 per fiscal year for any individual employee.

4.2 Amount of Financial Assistance

- a. Financial assistance granted shall be limited to reimbursement of the employee's actual costs (not paid by the Veterans Administration, State of California, or other source) for tuition, registration fees, laboratory fees, and required textbooks and materials in connection with the course of instruction. Costs of required textbooks and materials shall be reimbursed only if they are donated to the District for reference or re-use by other employees.
- b. The District shall reimburse the full amount of said costs if the instruction is of direct benefit to the District and half the amount of said costs if the instruction is of indirect benefit to the District. Instruction shall be deemed to be of direct benefit to the District if it is clearly related to the employee's work and will be of immediate and specific application in his/her job. Instruction shall be deemed to be of indirect benefit to the District if it is generally related to the employee's work and will be of value to the employee in the foreseeable future in his/her present position or a higher position in District service.
- c. The General Manager or the Assistant General Manager shall determine whether the instruction is of direct or indirect benefit to the District.

4.3 Refund of Financial Assistance

Upon separation of employment for any reason other than retirement or disability, the employee shall forthwith refund to the District the amount of all payments to or for the benefit of the employee made by the District pursuant to this regulation during the 12 months preceding termination. The amount and time of payment of the refund may be modified by agreement between the employee and the District approved by the Board of Directors.

SECTION 5. OTHER BENEFITS

5.1 Flexible Benefit

The District shall provide to each employee \$50.00 monthly, prorated and credited bi-weekly, as compensation, and which may be applied toward deferred compensation or medical premium expenses at the discretion of each employee.

5.2 Pre-tax Benefits

5.2.1 Health Care Reimbursement Account

- a. Effective January 1, 1995, the District agrees to offer a health care reimbursement account to allow active employees to set aside money from each paycheck, tax-free, to reimburse themselves for certain health care expenses incurred during the year not paid by any insurance plan.
- b. Eligible expenses include amounts employees pay out-of-pocket for most necessary treatments or services to prevent or improve a medical condition, such as health care plan deductibles and co-payments and charges for various health care services and supplies not covered or partially covered under health benefit plans.
- c. Those who decide to enroll in the health care reimbursement account may contribute up to the amount allowable by the IRS of pre-tax salary each calendar year, distributed evenly between each pay period. Employees may not make any changes to their elected amount during the year unless certain changes in family status take place, such as the birth of a child or change in employment status of the employee or employee's spouse, which would affect the use of health care.
- d. Any money left in the health care reimbursement account at the end of the calendar year may be subject to carry over to the following calendar year according to applicable IRS rules; employees have until March 31 of the following year to submit claims for eligible expenses incurred through December 31 of the year they participated in the account.
- e. During the month of December of each year, employees may opt-out, re-enroll and/or amend amounts to be contributed for the next calendar year, with amendments effective January 1 of the following year.

5.2.2 Dependent Care Reimbursement Account

- a. Effective January 1, 1995, the District agrees to offer a dependent care reimbursement account to allow active employees to set aside money from each paycheck, tax-free, to reimburse themselves for certain dependent care expenses incurred during the year.
- b. Eligible expenses include those incurred to enable the employee to work and that are for the care of eligible dependents. Examples of eligible dependent care expenses include amounts paid for services provided by a licensed day care facility, baby-sitting services, and after- school care.
- c. Eligible dependents include any person under age 13 whom an employee claims as a tax exemption, or for whom a divorced or legally separated employee has custody for most of the year; the disabled spouse of an employee who is physically or mentally incapable of caring for himself or herself; or any other disabled relative or household member of an employee who is unable to care for himself or herself and received over half of his or her support from the employee.
- d. Those who decide to enroll in the dependent care reimbursement account may contribute up to \$5,000 or current IRS allowable maximum amount of pre-tax salary each calendar year, distributed evenly between each pay period. Employees may not make any changes to their elected amount during the year unless certain changes in family status take place, such as the birth of a child or change in employment status of the employee or employee's spouse, which would affect the use of dependent care.
- e. Any money left in the dependent care reimbursement account at the end of the calendar year may be subject to carry over to the following calendar year according to applicable IRS rules; employees have until March 31 of the following year to submit claims for eligible expenses incurred through December 31 of the year they participated in the account.
- f. During the month of December of each year, employees may opt-out, re-enroll and/or amend amounts to be contributed for the next calendar year, with amendments effective January 1 of the following year.

5.2.3 Separate Accounts

The health care reimbursement account that is described in Section 5.2.1 and the dependent care reimbursement account described in Section 5.2.2 are separate accounts; money set aside in one account cannot be used for the reimbursement of eligible expenses under the other account. The Health Care Reimbursement Account and the Dependent Care Reimbursement Account are administered pursuant to the provisions of the Internal Revenue Code.

5.2.4 Impact of Future Legislation

The District has no obligation to continue to provide reimbursement accounts in the event that national health care reform or other legislation changes the rules or governing principles for these types of programs, called cafeteria plans.

5.2.5 Part-Time Employees

- a. **Definition:** A part-time employee shall be defined as one occupying a position which requires the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.

- b. **Benefits:** Part-time employees shall be eligible for the fringe benefits listed below on a prorated basis.

Health Plan Participation	Term Life Insurance
Sick Leave	Dental Plan
Vacation	Vision Plan
Holiday Pay	

The percentage of the benefit to be provided to the employee is based upon the employee's predetermined work schedule, as compared to a regular full-time employee 40-hour week, and not on actual hours worked.

All eligible part-time employees must enroll in health, life, dental and vision insurance. Also, all eligible part-time employees must enroll all eligible dependents, if any, for dental and vision insurance. To be eligible for dental and life insurance, the employee must be regularly scheduled on an annual basis to work at least 32 hours per week. The employee must execute a payroll deduction authorization for the employee's share of the cost of providing benefits.

Additionally, the District will provide all part-time employees fully paid employee assistance plan benefits equal to those provided full-time permanent employees.

SECTION 6. EMPLOYEE LEAVE

6.1 Vacation Benefit

- a. Upon employment, the Employee shall be credited with forty (40) hours of vacation credits and shall accumulate vacation credits in accordance to the following schedule:

DURATION OF EMPLOYMENT	ANNUAL ACCUMULATION (FROM ANNIVERSARY DATE)	BI-WEEKLY CREDIT
0 - 1 year	10 days	3.077 hours
1 - 2 years	15 days	4.615 hours
After 2 - 4 years	17 days	5.231 hours
After 4 - 9 years	21 days	6.462 hours
After 9 - 14 years	23 days	7.077 hours
After 14 - 19 years	28 days	8.615 hours
After 19 - 24 years	33 days	10.154 hours
After 24 years	35 days	10.769 hours

- b. Subject to the approval of the District, vacations of one (1) to three (3) day duration may be scheduled with at least twenty-four (24) hours' notice.
- c. An employee may convert accumulated and unused annual leave to extra compensation at the employee's current salary subject to the following schedule:

MINIMUM HOURS OF ANNUAL LEAVE TAKEN AT ANNIVERSARY YEAR-END	MAXIMUM HOURS OF CASH-OUT OF ANNUAL LEAVE ALLOWED
80 hours	40 hours
88 hours	48 hours
96 hours	56 hours
104 hours	64 hours
112 hours	72 hours
120 hours	80 hours

- d. Employees may accumulate up to two (2) times their annual vacation credits.
- e. Employees may convert vacation credits to sick leave credits at the rate of one (1) hour of vacation credit equals two (2) hours of sick leave credit.

6.2 Vacation Leave Transfer

An employee may donate prospective vacation hours on an hour for hour basis to another employee who has exhausted all sick leave credits, pursuant to the following provisions:

- a. An employee (Donor) who has at least 80 hours of accrued vacation at the time of donation may donate a designated number of prospective vacation accruals for a designated number of pay periods to a specific employee.
- b. The election to donate must be in writing and approved, and is irrevocable.
- c. An employee who has a verified medical emergency expected to cause a prolonged absence of at least 80 hours, may make a formal request for donations to the Human Resources Division, which may be donated and used after the exhaustion of all paid accruals.
- d. The recipient may not receive more than 80 hours of donations in any one pay period and assumes tax liability for the value of hours donated at the time of usage.

6.3 Sick Leave Benefit

- a. Employees will accumulate eight (8) hours of sick leave credit for each month of service.
- b. Employees may have an unlimited accumulation of sick leave.
- c. Sick leave shall be charged in increments of not less than one-half hour.
- d. Sick leave shall be defined as follows:
 1. an illness that physically incapacitates an employee from performing his/her regular duties;
 2. injury not incurred in line of duty except where traceable to employment by an employer other than the District;
 3. medical, dental or eye examination or treatment for which appointments cannot be made outside of working hours.
- e. Special leave with pay for the following reasons shall be chargeable to sick leave credits:
 1. exposure to contagious disease when the presence of the employee for duty would endanger the health of others;
 2. death in the immediate family;
 3. hospitalization of a member of the immediate family;
 4. providing care for a member of the immediate family where such member is seriously ill or injured and who requires the care and attendance of the employee;
 5. immediate family shall include the employee's spouse or registered domestic partner, child, grandchild, parent, grandparents, in-laws, dependents or foster relatives or sibling of the employee or the employee's spouse or registered

domestic partner, or any other person residing with and dependent upon the employee as determined by the IRS definition of dependent.

6. The use of sick leave credits for special leave purposes cannot exceed three days absence from work without approval of the employee's supervisor prior to the expiration of the three days.
- f. An employee shall be responsible for seeing that absence due to sickness is reported to the employee's supervisor at the start of the workday or at the earliest time practicable.
- g. In the event of an absence of three days or more or under circumstances that indicate potential sick leave abuse, an employee shall, on request of the employee's supervisor, furnish a doctor's report or other evidence of the nature and estimated duration of the employee's sickness.
- h. Upon return to work from sick leave, the employee's supervisor and Department Director/Division Manager may require an employee to be evaluated by a District selected physician, if there is a reasonable concern about the employee's fitness for duty, or if the employee has an illness that could be contagious. These evaluations will be conducted on District time at the expense of the District.
- i. Upon termination of employment of not less than ten (10) years, the employee shall receive extra compensation for accumulated and unused sick leave in accordance to the following schedule:

YEARS OF SERVICE	RESIGNATION	RETIREMENT	SURVIVORS
10 – 19 years	25%	35%	45%
20 – 29 years	35%	45%	55%
Over 30 years	45%	55%	65%

6.4 Holidays

The following holidays shall be observed during the term of this Agreement:

	2015	2016	2017	2018	2019	2020	2021
New Year's Day		F 1/1	M 1/2	M 1/1	T 1/1	W 1/1	F 1/1
Martin Luther King's Birthday		M 1/18	M 1/16	M 1/15	M 1/21	M 1/20	M 1/18
Lincoln's Birthday		M 2/8	M 2/13	M 2/12	M 2/11	M 2/10	M 2/8
President's Day		M 2/15	M 2/20	M 2/19	M 2/18	M 2/17	M 2/15
Memorial Day		M 5/30	M 5/29	M 5/28	M 5/27	M 5/25	M 5/31
Independence Day		M 7/4	T 7/4	W 7/4	TH 7/4	F 7/3	M 7/5
Labor Day		M 9/5	M 9/4	M 9/3	M 9/2	M 9/7	M 9/6
Veteran's Day	W 11/11	F 11/11	F 11/10	M 11/12	M 11/11	W 11/11	
Thanksgiving Day	TH 11/26	TH 11/24	TH 11/23	TH 11/22	TH 11/28	TH 11/26	
Friday after Thanksgiving	F 11/27	F 11/25	F 11/24	F 11/23	F 11/29	F 11/27	
Christmas Day	F 12/25	M 12/26	M 12/25	T 12/25	W 12/25	F 12/25	

Holidays that occur on Saturday or Sunday will be observed on the Friday before or the Monday after respectively, unless otherwise provided herein. In addition, either Christmas Eve Day or New Year's Eve Day will be recognized when those days fall on Monday through Thursday, subject to scheduling and consistent with the operating requirements and approval of the District. Holidays that fall on an employee's day off shall be accumulated and taken on a date mutually agreeable to the employee and the District.

6.5 Discretionary Leave

Discretionary leave is a leave of absence with or without pay that is granted at the discretion of the Board of Directors, the General Manager, or the Assistant General Manager, and is additional to annual leave and sick leave.

- a. Discretionary leave may be granted for any of the following purposes:
 1. The leave is deemed to be for the benefit of the employee, including leave for education, vocational training, or welfare.
 2. The leave is deemed to be in the interest of the District, including leave to enhance the employee's skill, knowledge or ability to perform service for the District.
 3. The leave is deemed to be in the public interest, including service by the employee for a governmental entity, public utility, or public service organization.
- b. All discretionary leaves shall be requested or consented to by the employee in writing.
- c. Approval:
 1. Discretionary leaves may be approved for a specified period of time at full pay, part pay, or without pay.
 2. Leaves for more than one year or which involve payment of more than the equivalent of four weeks full salary shall be subject to the approval of the Board of Directors.
 3. Leave during the first 18 months of employment as a managerial employee shall not be approved unless the primary purpose of the leave is to serve the interest of the District or the public.
 4. Employees' requests for discretionary leave for longer than 30 days shall be evaluated with reference to an employee's intent and willingness to return to full-time employment with the District. Such leaves with pay or part pay shall be granted on the assumption that the employee will return to full-time work for the District for not less than one year immediately after the end of the leave. If employment is voluntarily terminated by the employee or is terminated for cause by the District during such year, the employee shall refund the full amount of the pay he received from the District during the leave less one-twelfth thereof for each full month the employee worked for the District after the leave. The District may offset against the amount to be paid by the employee any sums owing to the employee for accrued and unused sick leave or annual leave. The Board of Directors may excuse all or part of said payment if it finds extenuating circumstances.

- d. The time an employee is absent on discretionary leave shall not be counted for accrual of annual leave, sick leave or salary increases.
- e. The time an employee is on discretionary leave with pay shall be counted in the determination of benefits under the District's retirement plan.
- f. A discretionary leave may be terminated before expiration of the period for which it was granted by the employee with the approval of the General Manager or the Assistant General Manager, or by the District. Termination by the District shall be in written notice delivered or mailed to the employee at least 30 days prior to the effective date thereof.

6.6 Family Care Leave

The District will provide family and medical leave to eligible employees in accordance with the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Pregnancy Disability Leave law (PDL).

6.7 Jury Duty

An employee called for jury duty or to appear as a subpoenaed witness shall be excused from work for the time necessary to allow the employee to be in attendance as required and will be paid normal straight time for the work days involved provided the fee received for acting as juror for normally scheduled days of work, is paid to the District. Such excused time from work must be listed on the employee's timecard and juror monies received must be turned in to the District.

6.8 Bereavement Leave

An employee may use up to three (3) days of accrued sick leave, or up to five (5) days to travel more than 500 miles or out of state, in the event of the death of an immediate family member: spouse, domestic partner, parent, step-parent, grandparent, grandchild, parent of a spouse or domestic partner, sibling, child (including step-child, adopted child, or other child for whom the employee has parenting responsibilities), aunt, uncle, legal guardian or permanent member of the household. Additional leave may be available at the discretion of the General Manager or his/her designee. Bereavement leave will not be counted against an employee for purposes of any sick leave management programs.

SECTION 7. RETIREMENT

7.1 Retirement Plan

The Retirement Plan of the Contra Costa Water District provides positions in the Professional/Supervisory Representation Unit with a retirement plan described as follows:

- a. For employees hired prior to January 1, 2013 or employees who established reciprocity, the retirement income paid monthly to a professional/supervisory employee shall be the average monthly compensation paid during the twelve most highly compensated consecutive months of service multiplied by the factor in the following table determined by the length of time of the participant's continuous service and the participant's age at the commencement of retirement. The benefit formula is 2.3% at age 55 through December 31, 2008. For active employees retiring on or after January 1, 2009, the benefit formula is 2.35%. (See following table for factors in effect January 1, 2009)

For employees hired on or after January 1, 2013 who do not establish reciprocity as a Pre-PEPRA member, the retirement income paid monthly to a professional/supervisory employee shall be an average of the 36-month highest compensated consecutive period of service multiplied by the factor in "Non-Reciprocal, PEPRA Employees" table determined by the length of time of the participant's continuous service and the participant's age at the commencement of retirement. The benefit formula is 2.0% at age 62.

**EMPLOYEE RETIREMENT FACTORS
AS A PERCENTAGE OF BASIC COMPENSATION
BY AGE AND SERVICE AT RETIREMENT
EFFECTIVE JANUARY 1, 2009**

2.35% @ AGE 55

Years of Service	AGE										
	50	51	52	53	54	55	56	57	58	59	60 or over
5	8.38%	8.94%	9.56%	10.23%	10.96%	11.75%	12.06%	12.36%	12.67%	12.98%	13.29%
6	10.05%	10.73%	11.48%	12.28%	13.16%	14.10%	14.47%	14.83%	15.20%	15.58%	15.95%
7	11.73%	12.52%	13.39%	14.33%	15.35%	16.45%	16.88%	17.31%	17.73%	18.18%	18.60%
8	13.40%	14.31%	15.30%	16.37%	17.54%	18.80%	19.29%	19.78%	20.27%	20.77%	21.26%
9	15.08%	16.10%	17.22%	18.42%	19.73%	21.15%	21.70%	22.25%	22.80%	23.37%	23.92%
10	16.76%	17.88%	19.13%	20.47%	21.93%	23.50%	24.11%	24.72%	25.33%	25.97%	26.58%
11	18.43%	19.67%	21.04%	22.52%	24.12%	25.85%	26.52%	27.19%	27.87%	28.56%	29.24%
12	20.11%	21.46%	22.95%	24.56%	26.31%	28.20%	28.93%	29.67%	30.40%	31.16%	31.89%
13	21.78%	23.25%	24.87%	26.61%	28.50%	30.55%	31.34%	32.14%	32.93%	33.76%	34.55%
14	23.46%	25.04%	26.78%	28.66%	30.70%	32.90%	33.76%	34.61%	35.47%	36.35%	37.21%
15	25.13%	26.83%	28.69%	30.70%	32.89%	35.25%	36.17%	37.08%	38.00%	38.95%	39.87%
16	26.81%	28.61%	30.61%	32.75%	35.08%	37.60%	38.58%	39.56%	40.53%	41.55%	42.53%
17	28.48%	30.40%	32.52%	34.80%	37.27%	39.95%	40.99%	42.03%	43.07%	44.14%	45.18%
18	30.16%	32.19%	34.43%	36.84%	39.47%	42.30%	43.40%	44.50%	45.60%	46.74%	47.84%
19	31.84%	33.98%	36.35%	38.89%	41.66%	44.65%	45.81%	46.97%	48.13%	49.34%	50.50%
20	33.51%	35.77%	38.26%	40.94%	43.85%	47.00%	48.22%	49.44%	50.67%	51.94%	53.16%
21	35.19%	37.56%	40.17%	42.98%	46.04%	49.35%	50.63%	51.92%	53.20%	54.53%	55.81%
22	36.86%	39.34%	42.08%	45.03%	48.24%	51.70%	53.04%	54.39%	55.73%	57.13%	58.47%
23	38.54%	41.13%	44.00%	47.08%	50.43%	54.05%	55.46%	56.86%	58.27%	59.73%	61.13%
24	40.21%	42.92%	45.91%	49.12%	52.62%	56.40%	57.87%	59.33%	60.80%	62.32%	63.79%
25	41.89%	44.71%	47.82%	51.17%	54.81%	58.75%	60.28%	61.81%	63.33%	64.92%	66.45%
26	43.56%	46.50%	49.74%	53.22%	57.01%	61.10%	62.69%	64.28%	65.87%	67.52%	69.10%
27	45.24%	48.29%	51.65%	55.26%	59.20%	63.45%	65.10%	66.75%	68.40%	70.11%	71.76%
28	46.92%	50.07%	53.56%	57.31%	61.39%	65.80%	67.51%	69.22%	70.93%	72.71%	74.42%
29	48.59%	51.86%	55.47%	59.36%	63.58%	68.15%	69.92%	71.69%	73.47%	75.31%	77.08%
30	50.27%	53.65%	57.39%	61.41%	65.78%	70.50%	72.33%	74.17%	76.00%	77.90%	79.74%
31	51.94%	55.44%	59.30%	63.45%	67.97%	72.85%	74.74%	76.64%	78.53%	80.50%	82.39%
32	53.62%	57.23%	61.21%	65.50%	70.16%	75.20%	77.16%	79.11%	81.07%	83.10%	85.05%
33	55.29%	59.02%	63.13%	67.55%	72.35%	77.55%	79.57%	81.58%	83.60%	85.69%	87.71%
34	-	60.80%	65.04%	69.59%	74.55%	79.90%	81.98%	84.05%	86.13%	88.29%	90.37%
35	-	-	66.95%	71.64%	76.74%	82.25%	84.39%	86.53%	88.67%	90.89%	93.02%
36	-	-	-	73.69%	78.93%	84.60%	86.80%	89.00%	91.20%	93.48%	95.68%
37	-	-	-	-	81.12%	86.95%	89.21%	91.47%	93.73%	96.08%	98.34%
38	-	-	-	-	-	89.30%	91.62%	93.94%	96.27%	98.68%	100.00%
39	-	-	-	-	-	-	94.03%	96.42%	98.80%	100.00%	100.00%
40	-	-	-	-	-	-	-	98.89%	100.00%	100.00%	100.00%
41	-	-	-	-	-	-	-	-	100.00%	100.00%	100.00%
42	-	-	-	-	-	-	-	-	-	100.00%	100.00%
43	-	-	-	-	-	-	-	-	-	-	100.00%

The above factors shall be interpolated to give credit for full months of service over full years.

**EMPLOYEE RETIREMENT FACTORS
AS A PERCENTAGE OF BASIC COMPENSATION
BY AGE AND SERVICE AT RETIREMENT
EFFECTIVE JANUARY 1, 2013
NON-RECIPROCAL, PEPPA EMPLOYEES**

2.00% @ AGE 62

Years of Service	AGE																	
	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67+		
5	5.00	5.50	6.00	6.50	7.00	7.50	8.00	8.50	9.00	9.50	10.00	10.50	11.00	11.50	12.00	12.50		
6	6.00	6.60	7.20	7.80	8.40	9.00	9.60	10.20	10.80	11.40	12.00	12.60	13.20	13.80	14.40	15.00		
7	7.00	7.70	8.40	9.10	9.80	10.50	11.20	11.90	12.60	13.30	14.00	14.70	15.40	16.10	16.80	17.50		
8	8.00	8.80	9.60	10.40	11.20	12.00	12.80	13.60	14.40	15.20	16.00	16.80	17.60	18.40	19.20	20.00		
9	9.00	9.90	10.80	11.70	12.60	13.50	14.40	15.30	16.20	17.10	18.00	18.90	19.80	20.70	21.60	22.50		
10	10.00	11.00	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	24.00	25.00		
11	11.00	12.10	13.20	14.30	15.40	16.50	17.60	18.70	19.80	20.90	22.00	23.10	24.20	25.30	26.40	27.50		
12	12.00	13.20	14.40	15.60	16.80	18.00	19.20	20.40	21.60	22.80	24.00	25.20	26.40	27.60	28.80	30.00		
13	13.00	14.30	15.60	16.90	18.20	19.50	20.80	22.10	23.40	24.70	26.00	27.30	28.60	29.90	31.20	32.50		
14	14.00	15.40	16.80	18.20	19.60	21.00	22.40	23.80	25.20	26.60	28.00	29.40	30.80	32.20	33.60	35.00		
15	15.00	16.50	18.00	19.50	21.00	22.50	24.00	25.50	27.00	28.50	30.00	31.50	33.00	34.50	36.00	37.50		
16	16.00	17.60	19.20	20.80	22.40	24.00	25.60	27.20	28.80	30.40	32.00	33.60	35.20	36.80	38.40	40.00		
17	17.00	18.70	20.40	22.10	23.80	25.50	27.20	28.90	30.60	32.30	34.00	35.70	37.40	39.10	40.80	42.50		
18	18.00	19.80	21.60	23.40	25.20	27.00	28.80	30.60	32.40	34.20	36.00	37.80	39.60	41.40	43.20	45.00		
19	19.00	20.90	22.80	24.70	26.60	28.50	30.40	32.30	34.20	36.10	38.00	39.90	41.80	43.70	45.60	47.50		
20	20.00	22.00	24.00	26.00	28.00	30.00	32.00	34.00	36.00	38.00	40.00	42.00	44.00	46.00	48.00	50.00		
21	21.00	23.10	25.20	27.30	29.40	31.50	33.60	35.70	37.80	39.90	42.00	44.10	46.20	48.30	50.40	52.50		
22	22.00	24.20	26.40	28.60	30.80	33.00	35.20	37.40	39.60	41.80	44.00	46.20	48.40	50.60	52.80	55.00		
23	23.00	25.30	27.60	29.90	32.20	34.50	36.80	39.10	41.40	43.70	46.00	48.30	50.60	52.90	55.20	57.50		
24	24.00	26.40	28.80	31.20	33.60	36.00	38.40	40.80	43.20	45.60	48.00	50.40	52.80	55.20	57.60	60.00		
25	25.00	27.50	30.00	32.50	35.00	37.50	40.00	42.50	45.00	47.50	50.00	52.50	55.00	57.50	60.00	62.50		
26	26.00	28.60	31.20	33.80	36.40	39.00	41.60	44.20	46.80	49.40	52.00	54.60	57.20	59.80	62.40	65.00		
27	27.00	29.70	32.40	35.10	37.80	40.50	43.20	45.90	48.60	51.30	54.00	56.70	59.40	62.10	64.80	67.50		
28	28.00	30.80	33.60	36.40	39.20	42.00	44.80	47.60	50.40	53.20	56.00	58.80	61.60	64.40	67.20	70.00		
29	29.00	31.90	34.80	37.70	40.60	43.50	46.40	49.30	52.20	55.10	58.00	60.90	63.80	66.70	69.60	72.50		
30	30.00	33.00	36.00	39.00	42.00	45.00	48.00	51.00	54.00	57.00	60.00	63.00	66.00	69.00	72.00	75.00		
31	31.00	34.10	37.20	40.30	43.40	46.50	49.60	52.70	55.80	58.90	62.00	65.10	68.20	71.30	74.40	77.50		
32	32.00	35.20	38.40	41.60	44.80	48.00	51.20	54.40	57.60	60.80	64.00	67.20	70.40	73.60	76.80	80.00		
33	33.00	36.30	39.60	42.90	46.20	49.50	52.80	56.10	59.40	62.70	66.00	69.30	72.60	75.90	79.20	82.50		
34		37.40	40.80	44.20	47.60	51.00	54.40	57.80	61.20	64.60	68.00	71.40	74.80	78.20	81.60	85.00		
35			42.00	45.50	49.00	52.50	56.00	59.50	63.00	66.50	70.00	73.50	77.00	80.50	84.00	87.50		
36				46.80	50.40	54.00	57.60	61.20	64.80	68.40	72.00	75.60	79.20	82.80	86.40	90.00		
37					51.80	55.50	59.20	62.90	66.60	70.30	74.00	77.70	81.40	85.10	88.80	92.50		
38						57.00	60.80	64.60	68.40	72.20	76.00	79.80	83.60	87.40	91.20	95.00		
39							58.50	62.40	66.30	70.20	74.10	78.00	81.90	85.80	89.70	93.60	97.50	
40								60.00	64.00	68.00	72.00	76.00	80.00	84.00	88.00	92.00	96.00	100.00

The above factors shall be interpolated to give credit for full months of service over full years.

- b. Effective January 1, 1997, nine and forty-three one hundredths percent (9.43%) of the basic compensation of each Professional/Supervisory participant shall be contributed to the plan. Six and forty-three one hundredths percent (6.43%) of said compensation shall be contributed by each Professional/Supervisory participant and three percent (3%) of said compensation shall be contributed for the participant by the District. No credited interest shall be allowed on contributions for the participant made by the District prior to July 1, 1989.
- c. A participant's benefits under the Retirement Plan shall become vested when a participant completes five (5) years of continuous service.

7.2 Retirement Medical Benefit

Employees who retire directly from the District will be provided a medical insurance benefit equal to that of the District's medical plan at the time of the employees' retirement for the employee and their spouse/State of California Registered Domestic Partner throughout the retiree's lifetime, provided that the Spouse/Registered Domestic Partner is enrolled in and covered by a District medical plan at the time of employee's retirement.

After the retiree's death, if the retiree selected a joint and survivor option at the time of retirement, naming their spouse/State of California registered domestic partner as beneficiary, medical coverage will continue for the lifetime of the spouse/State of California Registered Domestic Partner. Such benefits shall be integrated with Medicare for the rest of the spouse's lifetime.

Five-Year CCWD Service Vesting Period for Employees Hired on/after September 1, 2011: Effective September 1, 2011, employees hired on or after this date shall be subject to a five (5) year District-service vesting period to be eligible for retirement medical upon direct retirement from the District. Reciprocal agency service does not count toward the 5-year vesting for retirement medical. Employees hired prior to September 1, 2011 are not subject to the 5-year District service eligibility requirement, and would be eligible for retirement medical benefits upon meeting retirement eligibility and retiring directly from District employment.

Ten-Year CCWD Service Vesting Period for Employees Hired on/after January 1, 2016: Effective January 1, 2016, employees hired on or after this date shall be subject to a ten (10) year District-service vesting period to be eligible for retirement medical upon direct retirement from the District. Reciprocal agency service does not count toward the 10-year vesting for retirement medical.

7.2A Employee Contribution to OPEB (Retirement Medical)

Local 21 members will continue making contributions to the OPEB Trust via payroll deductions with an employee contribution rate of 4.5% of basic compensation. These contributions will be made on a pre-tax basis. The first pay period beginning in January 2017 employees will pay 50% of normal cost of the OPEB benefit based on the most recent fiscal year actuarial valuation, but in no event shall the amount of the contribution be increased or decreased by more than .2% (two tenths of one percent) of base salary in any year. Any change in contribution rate, based on the most recent fiscal year actuarial valuation, will be effective the first pay period beginning in January of each calendar year thereafter.

Further, the parties agree that the District retains the sole responsibility of funding the remainder of the Annual Required Contribution (ARC) for the OPEB program, which includes the portion of the Normal Cost not addressed by Employee OPEB Contributions. Should the District, for any reason, not fully fund the remaining portion of the ARC, it will not cause the employee contribution to be increased to more than what is described above.

For transparency purposes, an annual audited accounting of all contributions (employee and employer) shall be completed, and funding progress will be reported and made generally available.

7.3 Deferred Compensation

The District shall contribute each pay period on behalf of the employee an amount equal to what the employee contributes on a matching basis up to a maximum of three percent (3.0%) of the employee's base salary.

7.4 Deferred Compensation 401a Plan

The District offers a 401a plan for eligible employees. New employees in a position represented by the Unit will have 190 days from start of employment to enroll. The 190-day enrollment period also applies to employees who enter the Unit from other bargaining units within the District. Participation is voluntary. If the employee chooses to participate, the District's deferred compensation matching contribution provided under Section 7.2, together with the employee match contribution will be deposited in the 401a plan. The employee shall have the option to place the full District deferred compensation match contribution and the corresponding employee match into the 401a plan, plus an additional amount of the employee's salary that is beyond the match program in accordance with the rules of the 401a plan as established and amended from time to time by the Internal Revenue Service. The additional contribution rates that may be selected by the employee are 3%, 6%, 9%, 12%, 15% or 20%.

The decision of the employee concerning whether to participate and the designation of the amount to place in their 401a account will be final and irrevocable as long as the employee is employed in the unit, in accordance with the IRS rules and the 401a plan documents.

The 401a plan includes a loan provision, enabling employees to borrow against the plan in accordance with IRS rules and the 401a plan documents.

If an employee chooses not to participate in the 401a plan, this will in no way impact their ability to participate, in accordance with IRS rules, in the 457b plan and receive the District's deferred compensation matching contribution provided under Section 7.2.

In no event will the District's obligation to contribute to either an employee's 457b or 401a deferred compensation account exceed one-half of the amount that is established as the IRS limit for 457b deferred compensation plans including the age 50 catch-up amount, if applicable to employee, or the limit under IRS Section 415.

SECTION 8. SALARY PRACTICES

8.1 Salary Adjustments

- a. Effective November 9, 2015, a 2.6% cost of living adjustment (COLA) shall be provided.
- b. Effective the pay period beginning November 7, 2016, a minimum of 3.0%, maximum of 4.5% cost of living adjustment (COLA) based on the October 2015 to October 2016 CPI for San Francisco/Oakland/San Jose, all Urban Wage Earners and Clerical Index (reported in November 2016).
- c. Effective the pay period beginning November 6, 2017, a minimum of 3.0%, maximum of 4.5% cost of living adjustment (COLA) based on the October 2016 to October 2017 CPI for San Francisco/Oakland/San Jose, all Urban Wage Earners and Clerical Index (reported in November 2017).
- d. Effective the pay period beginning November 5, 2018, a minimum of 3.0%, maximum of 4.5% cost of living adjustment (COLA) based on the October 2017 to October 2018 CPI for San Francisco/Oakland/San Jose, all Urban Wage Earners and Clerical Index (reported in November 2018).
- e. Effective the pay period beginning November 4, 2019, a minimum of 3.0%, maximum of 4.5% cost of living adjustment (COLA) based on the October 2018 to October 2019 CPI for San Francisco/Oakland/San Jose, all Urban Wage Earners and Clerical Index (reported in November 2019).
- f. Effective the pay period beginning November 2, 2020, a minimum of 3.0%, maximum of 4.5% cost of living adjustment (COLA) based on the October 2019 to October 2020 CPI for San Francisco/Oakland/San Jose, all Urban Wage Earners and Clerical Index (reported in November 2020).
- g. The following salary schedule shall apply to the Professional/Supervisory Representation Unit:

SALARY SCHEDULE

Position Classification	Step One	Step Two	Step Three	Step Four	Step Five	Effective Date
ACCOUNTANT I	6,241.73	6,553.73	6,881.33	7,226.26	7,586.80	11/09/2015
ACCOUNTANT II	6,987.06	7,337.20	7,704.66	8,089.46	8,493.33	11/09/2015
ADMINISTRATIVE ANALYST I	6,578.00	6,907.33	7,252.26	7,614.53	7,995.86	11/09/2015
ADMINISTRATIVE ANALYST II	7,236.66	7,598.93	7,978.53	8,377.20	8,796.66	11/09/2015
ADMINISTRATIVE SECRETARY	5,735.60	6,021.60	6,323.20	6,638.66	6,969.73	11/09/2015
APPLICATIONS ANALYST	7,564.26	7,942.13	8,339.06	8,756.80	9,195.33	11/09/2015
ASSISTANT ENGINEER	7,980.26	8,378.93	8,798.40	9,238.66	9,699.73	11/09/2015
ASSISTANT PLANNER	6,352.66	6,669.86	7,002.66	7,352.80	7,720.26	11/09/2015
ASSISTANT WATER RES SPECIALIST	8,365.06	8,782.80	9,221.33	9,682.40	10,166.00	11/09/2015
ASSOCIATE ENGINEER	8,781.06	9,219.60	9,680.66	10,164.26	10,672.13	11/09/2015
ASSOCIATE PLANNER	6,987.06	7,337.20	7,704.66	8,089.46	8,493.33	11/09/2015
ASSOCIATE WATER RES SPECIALIST	9,245.60	9,708.40	10,193.73	10,703.33	11,238.93	11/09/2015
CHEMIST / MICROBIOLOGIST	7,160.40	7,519.20	7,895.33	8,290.53	8,704.80	11/09/2015
CONSTRUCTION LIAISON	8,375.46	8,794.93	9,235.20	9,696.26	10,181.60	11/09/2015
CUSTOMER SERVICE SUPERVISOR	8,775.86	9,214.40	9,675.46	10,159.06	10,666.93	11/09/2015
ENGINEERING SUPPORT SUPERVISOR	8,129.33	8,534.93	8,961.33	9,408.53	9,878.26	11/09/2015
ENGINEERING SVCS COORDINATOR	6,987.06	7,337.20	7,704.66	8,089.46	8,493.33	11/09/2015
ENVIRONMENTAL COMPLIANCE OFFCR	9,689.33	10,174.66	10,682.53	11,216.40	11,778.00	11/09/2015
GIS ANALYST	7,236.66	7,598.93	7,978.53	8,377.20	8,796.66	11/09/2015
GRANTS SPECIALIST	9,028.93	9,479.60	9,952.80	10,450.26	10,972.00	11/09/2015
INSTRUMENTATION ENGINEER	9,245.60	9,708.40	10,193.73	10,703.33	11,238.93	11/09/2015
JUNIOR ENGINEER	7,236.66	7,598.93	7,978.53	8,377.20	8,796.66	11/09/2015
LABORATORY SUPERVISOR	8,727.33	9,164.13	9,621.73	10,103.60	10,608.00	11/09/2015
MAINTENANCE SUPERINTENDENT	8,938.80	9,386.00	9,855.73	10,348.00	10,866.26	11/09/2015
O&M SUPERVISOR	7,980.26	8,378.93	8,798.40	9,238.66	9,699.73	11/09/2015
O&M SUPERVISOR (GRADE 3)	8,129.33	8,534.93	8,961.33	9,408.53	9,878.26	11/09/2015
OPERS CONTROL ADMINISTRATOR	9,254.26	9,717.06	10,202.40	10,712.00	11,247.60	11/09/2015
PAYROLL ANALYST	6,987.06	7,337.20	7,704.66	8,089.46	8,493.33	11/09/2015

Position Classification	Step One	Step Two	Step Three	Step Four	Step Five	Effective Date
PRINCIPAL ENGINEER	11,244.13	11,805.73	12,396.80	13,017.33	13,667.33	11/09/2015
PRINCIPAL PLANNER	11,192.13	11,752.00	12,339.60	12,956.66	13,604.93	11/09/2015
PRINCIPAL WATER RESOURCES SPEC	11,526.66	12,102.13	12,707.06	13,343.20	14,010.53	11/09/2015
PROGRAMMER ANALYST	7,236.66	7,598.93	7,978.53	8,377.20	8,796.66	11/09/2015
PROJECT CONTROLS MANAGER	10,542.13	11,069.06	11,622.00	12,202.66	12,812.80	11/09/2015
PUBLIC INFORMATION SPECIALIST	7,592.00	7,971.60	8,370.26	8,788.00	9,228.26	11/09/2015
PURCHASING OFFICER	9,169.33	9,626.93	10,108.80	10,614.93	11,145.33	11/09/2015
RATE & FINANCIAL ANALYST	8,980.40	9,429.33	9,900.80	10,396.53	10,916.53	11/09/2015
REAL PROPERTY AGENT	8,727.33	9,164.13	9,621.73	10,103.60	10,608.00	11/09/2015
REAL PROPERTY SPECIALIST	7,380.53	7,749.73	8,138.00	8,545.33	8,973.46	11/09/2015
SENIOR ACCOUNTANT	7,983.73	8,382.40	8,801.86	9,242.13	9,704.93	11/09/2015
SENIOR ADMINISTRATIVE ANALYST	7,983.73	8,382.40	8,801.86	9,242.13	9,704.93	11/09/2015
SENIOR ENGINEER	9,689.33	10,174.66	10,682.53	11,216.40	11,778.00	11/09/2015
SENIOR NETWORK ANALYST	8,727.33	9,164.13	9,621.73	10,103.60	10,608.00	11/09/2015
SENIOR PLANNER	8,727.33	9,164.13	9,621.73	10,103.60	10,608.00	11/09/2015
SENIOR PUBLIC INFO SPECIALIST	9,028.93	9,479.60	9,952.80	10,450.26	10,972.00	11/09/2015
SENIOR SYSTEM ANALYST	8,727.33	9,164.13	9,621.73	10,103.60	10,608.00	11/09/2015
SENIOR WATER RES SPECIALIST	10,166.00	10,673.86	11,207.73	11,767.60	12,355.20	11/09/2015
SUPERVISING ACCOUNTANT	8,727.33	9,164.13	9,621.73	10,103.60	10,608.00	11/09/2015
WATER CONSERVATION SPECIALIST	7,236.66	7,598.93	7,978.53	8,377.20	8,796.66	11/09/2015
WATER CONSERVATION SUPERVISOR	8,600.80	9,030.66	9,481.33	9,954.53	10,452.00	11/09/2015
WATER QUALITY SUPERINTENDENT	9,590.53	10,070.66	10,573.33	11,102.00	11,656.66	11/09/2015
WATER TREATMENT SUPERINTENDENT	10,805.60	11,346.40	11,913.20	12,509.46	13,135.20	11/09/2015
WATER TREATMENT SUPERVISOR	9,826.26	10,316.80	10,833.33	11,374.13	11,942.66	11/09/2015
WATERSHED MGMT SPECIALIST	7,983.73	8,382.40	8,801.86	9,242.13	9,704.93	11/09/2015
WATERSHED RESCS SUPERINTENDENT	9,590.53	10,070.66	10,573.33	11,102.00	11,656.66	11/09/2015
WATERSHED RESOURCES SPECIALIST	7,380.53	7,749.73	8,138.00	8,545.33	8,973.46	11/09/2015

8.2 Salary Administration

- a. Salary adjustments based on performance shall be to the next higher step in the salary range.
- b. Each employee in a classification within the unit shall have probationary status during the first six months in the classification. Upon satisfactory completion of probation, the employee shall advance to the next higher salary step in the classification.
- c. An employee shall continue to advance in the salary range after completion of each twenty- six pay periods thereafter providing the employee receives a performance evaluation immediately prior to the twenty-sixth pay period with an overall "satisfactory" performance rating. In the event a performance evaluation is not received immediately prior to the twenty-sixth pay period, salary step adjustment will be made immediately thereafter to the next highest step in the salary range.
- d. Nothing in this MOU or District Administrative Procedures shall be construed as prohibiting the District from recognizing exceptional performance of employees who are at or below the salary range midpoint by granting additional salary step increase(s). Any such increase shall be approved by the General Manager, pursuant to full justification based on an employee's performance, and as recommended by the Department Head/Division Manager and the Human Resources Manager.

8.3 Temporary Assignment to Higher Classification

The salary of an employee temporarily assigned to work in a vacant position, or a position vacant due to absence, in any classification with a higher maximum base salary range, shall be the first pay step in the range which results in at least a 5% increase but not more than the maximum salary of the higher class. Compensation for authorized out of classification assignments is effective as soon as the employee begins performing the duties of the higher classification. Proper documentation identifying the vacant position and dates worked out of classification shall be submitted with an affected employee's time card for each out of classification assignment qualifying under this provision. Persons receiving pay for work in a higher classification shall receive pay step adjustments in the higher class only if a pay step advancement in their permanent lower class is approved and the same step placement formula as above then applies.

8.4 Special Assignments

- a. Compensation: An employee assigned in writing and authorized by the District to perform duties and assume responsibilities outside the scope of his/her permanent classification, shall receive five percent (5%) additional compensation calculated on base salary, from the date of such authorized assignment. Such temporary assignments shall specify duties; responsibilities; accountabilities; and estimated duration. An employee receiving Special Assignment Compensation shall continue to be eligible for step advancement and seniority credit in his/her permanent classification for the period of such assignment.
- b. Selection: Professional/Supervisory unit employees shall receive informal notifications of special assignment opportunities whenever practical (i.e. via email). The District will

make assignments in an equitable and consistent manner, taking into consideration qualifications, related experience, rotational or developmental opportunities and impact on overall District operations. Documentation of the assignment shall be placed in the employee's personnel file and a copy shall be provided to the Union.

8.5 Administrative Leave

Fifty-six hours of administrative leave will be provided annually in lieu of CTO, pro-rated and credited each pay period. Maximum accumulation shall be 64 hours.

8.6 Standby Supervisor Pay

- a. An employee assigned to standby shall receive \$107.29 per weekday (M-F) and \$151.53 weekend day (Sat. – Sun.) and holidays for standby assignments. This amount shall increase the second through sixth years by the same percentage as the COLA. Classifications eligible to receive pay under this subsection shall be O&M Supervisor, Operations Control Administrator and Maintenance Superintendent. The Operations Control Administrator and Maintenance Superintendent positions will not become part of any standby rotation. Those two classifications will only be assigned for eligible standby upon the express direction of their supervisor.
- b. A District vehicle shall be provided to an employee while serving as standby supervisor.
- c. Water Treatment Plant Supervisors and Water Treatment Plant Superintendent shall be eligible for standby pay for weekends and holidays only (\$147.69), even if assigned standby during the week. The Water Treatment Plant Supervisors shall not receive a District vehicle but shall be compensated for any mileage driven consistent with District policy. Water Treatment Plant Supervisors and Water Treatment Plant Superintendent shall comply with existing policies regarding standby status. The above amount of standby pay shall increase annually in the second through fifth years by the same percentage as the COLA.

8.7 Certification Incentive

The Operations and Maintenance Supervisor classification is eligible to receive a 5% incentive for obtaining certification above Grade 3. The incentive is not included in the base salary for the position. Additionally, the District will provide training opportunities, during work hours, for employees to prepare for their initial certification examination. The District will also pay for mileage and fees pertaining to continuing education requirements.

8.8 Holiday Pay for Senior Watershed Resources Specialist & Watershed Resources Specialist

The Senior Watershed Resources Specialist and Watershed Resources Specialist classifications will be required to work on holidays specified in Section 6.4 of the MOU. In the event that employee(s) in these classifications are scheduled, and do work on a specified holiday, the employee(s) shall receive holiday premium pay in addition to their regular pay for the day. The holiday premium pay shall be 1.5 times the employee's base hourly pay, per hour actually worked on the holiday. Base hourly pay shall not include weekend premium pay or any other amount outside the employee's regular base hourly pay rate.

8.9 Overtime/Compensating Time Off for Non-Exempt Classifications

Time and one-half compensation is provided to Employees not exempt under the Fair Labor Standards Act (FLSA) for all paid hours exceeding forty (40) in a seven (7) day period. Employees may elect to receive compensating time off (CTO) in lieu of overtime pay. If an Employee elects to receive CTO, the Employee may accumulate up to a maximum of forty (40) hours.

SECTION 9. GRIEVANCE PROCEDURE

9.1 Purpose

- a. A grievance procedure shall be used to process and resolve grievances arising under this Memorandum of Understanding.
- b. The purposes of this procedure are:
 1. to resolve grievances informally at the lowest possible level;
 2. to provide an orderly procedure for reviewing and resolving grievances promptly.

9.2 Definitions

- a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the District and the Union involving the interpretation, application, or enforcement of the express terms of this Agreement. No matter shall be considered as a grievance under this section unless it is presented within thirty (30) calendar days of when a reasonable person knew or should have known of the events on which the grievance is based.
- b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.
- c. As used in this procedure, the term "party" means an employee, the Union, the District or their authorized representatives.
- d. The employee retains all rights conferred by Sections 3500 et seq., of the Government Code.

9.3 Procedural Steps

a. Step One

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her representative. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance shall be reduced to writing.

b. **Step Two**

If the grievance is not resolved under step one of this procedure, the employee may elect to process a written grievance within seven (7) working days of the discussion with the supervisor. The grievance statement shall include the following:

1. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Memorandum of Understanding which the grievant claims has/have been violated.
2. The remedy or correction requested of the District.
3. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.
4. The grieving employee's supervisor will give his/her answer to the grievance in writing within seven (7) working days from the time he/she received the grievance in writing. The supervisor's answer shall include the following:
 - i. a complete statement of the District's position and the facts upon which it is based.
 - ii. the remedy or correction which has been offered, if any.

The grievance form set out in Exhibit A shall be used or similar information shall be contained in a different form, such as a letter.

c. **Step Three**

The Union's representative and the designated representative of the District shall meet to hear the grievance appealed to the third step. Grievances appealed to the third step of the grievance procedure shall be in writing stating the grievant's position and shall be heard within seven (7) working days after the appeal to the third step of the grievance procedure.

1. A written answer shall be made within seven (7) working days after the hearing, stating the District's position.
2. If the grievance is not settled in accordance with the foregoing procedure, the Union representative, at his/her sole discretion, may refer the grievance to binding arbitration within seven (7) working days after receipt of the District's answer in Step 3. The decision to move an issue to arbitration shall be at the discretion of the Union, not the individual employee.

9.4 Arbitration Procedure

- a. **Request for Arbitration:** The decision to move an issue to arbitration shall be at the discretion of the Union, not the individual employee. The request for arbitration shall be in writing and delivered to the other party within the time limits established in Step 3 of the Grievance Procedure.
- b. **Selecting the Arbitrator:** Within ten (10) working days subsequent to receipt of the written request for arbitration, the Director of the Federal or State Mediation and Conciliation Service shall be requested to submit a list of five (5) arbitrators. Upon receipt of such list, the District and the Union shall promptly select an arbitrator by alternately striking one name until a single name remains.
- c. **Hearing and Decision:** The arbitrator shall then set a date, time and place for hearing the evidence and render a decision thereon within a reasonable period of time after the hearing has been concluded, but not to extend thirty (30) days thereafter without the consent of the District and the Union. The decision of the arbitrator shall be final and binding on both parties and all persons affected thereby.
- d. **Authority of the Arbitrator:** The arbitrator shall have Jurisdiction only over disputes concerning the interpretation or application of the specific terms of this Agreement. The arbitrator shall have no authority to add to, delete, change, alter, modify, or amend any of the provisions of this Agreement.
- e. **Expenses:** The District and the Union and/or employee shall bear the expense of preparing and presenting its own case. The fees and expenses of the arbitrator and the incidental arbitration expenses shall be borne equally by both parties.
- f. **Written Record:** The final disposition of each grievance shall be set forth in writing and copies furnished to both parties.

SECTION 10. DISCIPLINARY PROCEDURE

- a. Disciplinary action may be imposed upon an employee for just cause.
- b. An employee may appeal a Written Reprimand to the General Manager or his/her designee. Such appeals must be in writing and submitted within seven (7) working days of the reprimand. The General Manager or his/her designee shall convene a meeting within fourteen (14) calendar days to consider the appeal.
- c. A written answer shall be made within seven (7) working days after the meeting, stating the District's position.
- d. Copies of documents which support proposed disciplinary action will be made available in the Human Resources Division to the employee or his/her representative upon request.

- e. Disciplinary action for permanent employees may be appealed through the arbitration procedure set forth in Section 9.4.
- f. Any employee who is the subject of an investigatory interview by the District that may result in disciplinary action for the employee, shall, upon their request, be permitted to have a union representative present during the interview.
- g. The District shall provide the Union with a copy of proposed disciplinary actions (suspensions and terminations) by placing a copy of the proposed action in the United States mail to the Union within three working days after it is provided to the employee. The District shall provide copies of all written disciplinary actions to the Union.

SECTION 11. NON-DISCRIMINATION - EQUAL TREATMENT

The District and the Union agree not to discriminate against any individual by reason prohibited by state or federal law, including but not limited to race, color, creed, ancestry, religion, sex, gender, gender identity, gender expression, sexual orientation, pregnancy, childbirth, breastfeeding, marital status, national origin, physical or mental disability, medical condition, genetic characteristics or information, age, military service, veteran status, union membership or participation, unlawful harassment or discrimination, unlawful denial of FMLA, or any other factor unrelated to job performance.

SECTION 12. STRIKES AND LOCKOUTS

12.1 No Strikes or Lockouts

- a. It is mutually agreed that there shall be no strike, concerted slowdown, lockout, concerted failure to report to work, cessation of work, or other interference with the operations of the District during the term of this Agreement, or during any period of negotiations for the renewal or extension thereof.

12.2 Impasse Procedure

- a. If, in negotiating a new or modified or amended Memorandum of Understanding to become effective on or after the expiration of the current Agreement or of succeeding Agreements, it is mutually agreed that an impasse has occurred, the parties may upon mutual agreement invoke the procedure of mediation in an attempt to resolve the impasse, and that the provisions of Section 12.1 (no strike -no lockout) herein shall be applicable. If the parties cannot agree on a mutually acceptable mediator, they shall request the California State Mediation and Conciliation Service to provide a listing of five mediators, from which the selection of a mediator shall be made consistent with Section 9.4(b).
- b. Upon selection, the mediator shall attempt to obtain a fair and speedy resolution of the impasse. He/she shall consider all aspects of the matter in disagreement and provide suggestions and alternatives to the parties for a resolution. Any suggestions of the mediator shall be advisory only, shall be given in confidence, and shall be kept confidential by the parties.

- c. This impasse procedure shall be limited to thirty (30) days. The time limit may be extended by mutual consent of the parties.
- d. The fees and expenses of the mediator, if any, shall be borne equally by the District and the Union.

SECTION 13. LAYOFF/ELIMINATION OF POSITIONS

13.1 Layoff Authority

The District, at its sole discretion, may eliminate positions and/or layoff employees due to lack of work, lack of funds, or any other reason deemed appropriate by the Board of Directors.

13.2 Layoff Procedure

- a. **Notice:** When the District determines that a layoff is necessary, it shall notify affected employees and the Union in writing at least 30 calendar days in advance of the effective date of layoff. The District will offer to meet with the Union at least twenty-one (21) calendar days prior to the effective date of layoff.
- b. **Seniority Defined:** For purposes of the layoff of permanent employees in their present classification, seniority shall be defined as classification seniority. In the event that classification seniority is the same, District seniority shall be the determining factor. If classification seniority and District seniority are the same, seniority shall be determined in descending order by an employee's final four Social Security numbers. Seniority includes time accrued in both an employee's permanent and project positions. The employee with the least seniority within the classification shall be laid off first. Employees serving in a temporary and/or project permanent position in a classification with permanent positions designated for layoff shall be laid off prior to a permanent employee.
- c. The District shall defer implementation of layoffs of permanent employees resulting from return of permanent employees from project assignments for up to six (6) months, provided the District's total authorized staffing levels and salary budget are not exceeded.
- d. **Order of Layoff:** The employee with the least seniority within the classification shall be laid off first.
 - i. Employees serving in a temporary position in a classification with permanent positions designated for layoff shall be laid off prior to a permanent employee.
 - ii. District may exempt an employee from layoff if it is determined that the employee possesses special expertise necessary to conduct business and that such expertise or qualifications are not possessed by any other permanent employees with more seniority. Such exemptions shall be subject to grievance procedures.
- e. **Regression Ladders:** The below listed groupings of related classifications are established regression ladders for layoff purposes. Employees shall have bumping rights only within the regression ladders.

Group 1	Principal Engineer Senior Engineer Associate Engineer Assistant Engineer Junior Engineer
Group 2	Senior Accountant Payroll Analyst Accountant II Accountant I
Group 3	Project Control Manager Rate & Financial Analyst Senior Administrative Analyst Administrative Analyst II Administrative Analyst I
Group 4	Water Treatment Superintendent Water Treatment Supervisor
Group 5	Principal Planner Senior Planner Associate Planner Assistant Planner
Group 6	Water Quality Superintendent Laboratory Supervisor Chemist/Microbiologist
Group 7	Senior Network Analyst Senior Systems Analyst Programmer Analyst Applications Analyst
Group 8	Senior Public Information Specialist Public Information Specialist
Group 9	Maintenance Superintendent Operations & Maintenance Supervisor
Group 10	Senior Water Resources Specialist Associate Water Resources Specialist Assistant Water Resources Specialist
Group 11	Water Conservation Supervisor Water Conservation Specialist
Group 12	Engineering Support Supervisor Engineering Services Coordinator
Group 13	Senior Watershed Resources Specialist Watershed Resources Specialist

The following single-position classifications are not assigned to any regression ladder due to the specialized nature of their duties:

Construction Liaison	Senior Network Analyst
Customer Service Supervisor	Purchasing Officer
Grants Specialist	Operations Control Administrator
Instrumentation Engineer	Real Property Specialist
Real Property Agent	GIS Specialist
Environmental Compliance Officer	Senior Systems Analyst

- f. **Displacement Rights:** An employee in a higher salaried classification in one of the regression ladders listed above, who is laid off from their present classification in accordance with classification seniority, may displace an employee in the next lower class in the regression ladder, in accordance with total District seniority, the least senior employee being displaced first. The employee being displaced may, in turn, displace an employee in a lower class within the regression ladder in accordance with total District seniority.
- g. **Recall:** Employees who have been laid off from District employment pursuant to this provision shall have their name placed on a layoff list, in inverse order of seniority for a period of twenty-four (24) months from the effective date of the layoff. If a permanent position in the regression ladder becomes available during the period of recall eligibility, the employee shall be offered re-employment before the District fills the position in another manner, with the most senior laid off employee on the layoff list being rehired first. Such offers of re-employment shall be in writing, sent certified mail, and must be accepted within ten (10) calendar days of the mailing of notice.
- h. **Forfeiture of Re-Employment Rights:** An employee shall forfeit his/her re-employment rights by not accepting a position when offered, or not responding to a re-employment notice in the time allowed.
- i. **Rights upon Re-Employment:** Employees rehired from a layoff list shall be re-employed at the same salary step of the class they occupied immediately prior to layoff and have the same employment status (i.e. probationary, permanent) as when they were laid off. They shall also have all rights and benefits, as when they were laid off, with the exception that they do not earn seniority credits or other benefits.

SECTION 14. MANAGEMENT RIGHTS

The Union recognizes that the District has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its services and work force in all respects, subject only to the express provisions of this Memorandum.

The District retains the exclusive rights, among others, to do each and all of the following: determine the mission of its departments; set standards of service; determine the procedures and standards of selection

for employment and promotion; manage its employees and its operations; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the numbers, locations and nature of its facilities; determine the methods, means and personnel by which District operations are to be conducted; determine and re-determine the content of job classifications; take any and all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work. Nothing in this section shall be considered to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by the County Water District Law, from time to time in effect, or other laws regulating, authorizing, or empowering the District to act or refrain from acting.

SECTION 15. PAST PRACTICE

15.1 Past Practice

A practice not covered by this Agreement is incorporated herein if it can be shown to be 1) unequivocal; 2) clearly enunciated and acted upon; and 3) readily ascertainable over a reasonable period of time as an established practice accepted by both parties. A "reasonable period of time" as set forth herein shall be no less than twelve consecutive months, with said practice existing for the twelve months immediately preceding the filing of a grievance alleging a violation of this section.

SECTION 16. UNION SECURITY

- a. Although it is agreed that union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee covered by this Agreement employed before December 2, 1996, who has become a Union member prior to December 2, 1996, shall, as a condition of continued employment, continue to pay to the Union those dues regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein for withdrawal of membership).
- b. An employee hired before December 2, 1999, and covered by this Agreement, who subsequently becomes a member of the union, shall be subject to the same terms of continued membership as employees in part "a" of this section.
- c. An employee hired after December 2, 1999, and covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in part "a" of this section.
- d. Every employee who is a member of the Union shall have the right to withdraw from membership during the month of October. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of part "a" of this section.

SECTION 17. HEALTH AND SAFETY

17.1 Obligation Acknowledged:

The District recognizes its responsibility to observe all applicable state and federal occupational safety and health standards.

17.2 Safety Shoes

- a. Affected positions in the following classifications shall be provided up to \$133.28 (\$160.89 orthopedic) per fiscal year to purchase approved safety shoes which incumbents must wear whenever there is exposure to foot injuries on the job:

Maintenance Superintendent	Senior Engineer (Construction)
Operations & Maintenance Supervisor	Associate Engineer (Construction)
Assistant Engineer (Construction)	Junior Engineer (Construction)
Water Treatment Superintendent	Water Treatment Supervisor
Water Quality Superintendent	Watershed Resources Specialist
Senior Watershed Resources Specialist	

- b. The District Safety Officer shall have the responsibility and exercise his/her discretion, to authorize purchase of and reimbursement for approved safety shoes, for classifications not included in “a” above. The Safety Officer’s determination will be based on his/her professional assessment of the need for footwear protection, consistent with the requirements of applicable State and/or Federal Law or regulations. The District shall notify the Union, as soon as practical, of any additions to the eligible classifications list, made by the Safety Officer.
- c. Regular (non-temporary) part-time employees in eligible classifications will receive pro-rata reimbursement for authorized purchase of approved safety shoes. Such regular part-time employees may include those whose regularly scheduled workweek is twenty to twenty-four hours.
- d. As determined by the District’s Safety Officer, employees in the designated classifications of Watershed Resources Specialist and Senior Watershed Resources Specialist shall be provided fire retardant boots, in addition to receiving reimbursement for safety shoes.

17.3 Management Wellness Program

- a. The District will contribute in accordance to the following schedule toward membership in the Big "C" Athletic Club:
 - 1. Initiation Fee: 100%
 - 2. Monthly Dues: 50%
- b. For employees regularly assigned by the District to East County (Randall Bold, Antioch Service Center or Los Vaqueros Watershed), the District and the Union will select one

mutually agreeable health club located in East Contra Costa County for which the District will share in the membership cost with the employee as outlined below, instead of the Big C.

1. **Initiation Fee:** The District will pay for the employee's initiation fee up to, but not exceeding, the amount that the District is paying, at that time, per employee for initiation fees at the Big C. The District, however, will not be responsible for payment of the initiation fee if the District previously paid an initiation fee on behalf of the employee at the Big C after the card program was instituted between the Big C and the District, on or about November 1, 1997. Employees are only eligible one time for District payment of an initiation fee at either the Big C or the East County health club.
2. **Monthly Dues:** The District will pay 50% of the employee's monthly dues at the health club, except that the District's share of the employee's monthly dues shall not exceed the District's cost of monthly dues per employee at the Big C. For purposes of this section, monthly dues are defined as the standard monthly charge of the health club for membership, and does not include extra charges, such as for lockers, services, equipment or other expenses that may be charged by the Club. Under no circumstances will the District be responsible for payment of monthly dues on behalf of an employee at more than one health club in any given month. The same procedures relating to participation and payment by payroll deductions that the District utilizes relating to the Big C shall apply to the East County Health Club.

SECTION 18. HOURS OF WORK

18.1 Normal Workweek

The normal workweek shall consist of five (5) eight (8) hour workdays that may be interrupted by an unpaid lunch period. The General Manager or his/her designee shall approve other than a normal workweek.

18.2 Alternate Work Schedule

An Alternate Work Schedule (AWS) shall be provided during the term of this Agreement as described in a procedure entitled "Contra Costa Water District Alternate Work Schedule Procedure."

18.3 Los Vaqueros Holiday/Weekend Coverage

The Senior Watershed Resources Specialist and the Watershed Resources Specialist classifications will be required to work on holiday(s) and weekend(s). There is a need for the District to cover the weekend and holiday recreational activities of the District with qualified staff at the Watershed Resources Specialist level such that all Watershed Resources Specialists must be cross-trained and also be available to be scheduled to supervise recreational activities on weekends and holidays. However, it is contemplated that the Watershed Resources Specialist with the most experience in the administration of recreational programs and recreation concessionaire contracts will be scheduled to work many, but not all, of the weekend(s) and holiday(s).

The District and the Union recognize the unique operational requirements of the Los Vaqueros Reservoir and Recreation Area and employees' need for scheduled time off to attend to personal affairs and to recuperate from the workweek. The parties also recognize the need to require seven days a week coverage and often coverage in excess of eight hour days. Therefore, an Alternative Work Schedule (AWS), which is more flexible than currently provided for in the CCWD AWS Procedure, will be available for the Watershed Resources Specialist and Senior Watershed Resources Specialist. Specifically, it is agreed that the AWS day off will not be limited to a Friday or Monday. The District will endeavor to minimize the weekend days that are scheduled to bargaining unit members, and to provide regularly scheduled days off. Any alternate work schedule must meet the operational requirements of the District.

SECTION 19. UNIFORMS

The District will provide sufficient uniforms for the Senior Watershed Resources Specialist and Watershed Resources Specialist classifications as described below:

- Shirts, long or short sleeve, faded blue denim, 100% cotton
- Tee shirts, short sleeve, electric blue
- Denim pants, blue

The purpose of the District providing uniforms is to present a consistent professional appearance for operators at the Watershed. It is expected that uniforms will be worn consistent with the District's customer service goals.

Based upon a request by employees, the District will arrange to locate tee shirts and uniform shirts with both long and short sleeves, in women's sizes, and upon locating same, will notify the Union. The District will provide laundry service for the shirts and pants.

Worn or damaged uniform components will be replaced. It is the employee's responsibility to bring to his or her immediate supervisor's attention uniform components that are worn or damaged. It is the supervisor's responsibility to order repairs or replacements of the uniforms at the District's expense.

The following applies to temporary positions or assignments:

For positions or assignments of less than sixty (60) days the District will not purchase uniform components. If a temporary position or assignment is planned for more than sixty (60) days, the District will purchase and provide the Watershed uniform components authorized herein.

SECTION 20. SAVINGS CLAUSE

If any section or provision of this Agreement or any portion thereof is in conflict or inconsistent with applicable laws or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such section or provision or portion thereof shall be suspended and superseded by such applicable law and the remainder of such section, provision or portion thereof of the Agreement shall not be affected thereby.

SECTION 21. DRUG AND ALCOHOL FREE WORKPLACE

The District is committed to establishing and maintaining a high-quality, safe environment for employees and the public. The District and the Union agree to cooperate in maintaining a drug and alcohol free workplace. Any unlawful use, possession, distribution, or manufacture of a controlled substance in the workplace by employees, or any impairment of job performance or safety in the workplace, due to the influence of a controlled or prescribed substance, or alcohol, shall be prohibited.

SECTION 22. PROJECT EMPLOYEES

Definition: Project employees are individuals hired for specific projects and assignments of limited duration, with no expectation of continued employment. Offers of employment will identify the anticipated employment term, and be subject to the following provisions:

- a. Project positions will be used for special projects that have a limited term of at least one (1) year, or to cover for medical leaves of absence of indefinite duration.
- b. Individuals appointed to project positions shall be entitled to all terms and conditions of employment as provided herein except that an individual hired from outside the District workforce shall not be entitled to the provisions of Section 13 herein.
- c. When a project assignment ends, a permanent employee appointed to a project position will resume the classification he/she occupied immediately prior to the project assignment.
- d. Whenever practical, the District will advise the project employee at least ninety (90) days in advance of the project assignment termination date. Assignments will end as applicable upon completion of the project, discontinuation of authorized funding source, or return of the incumbent employee from medical leave, whichever comes first.
- e. The District shall advise employees who may be displaced or otherwise impacted by the return of permanent employees from project assignments. New employees shall be notified at the time they are hired.
- f. Employees shall be laid off in accordance with Section 13 LAYOFF/ELIMINATION OF POSITIONS of this MOU, except as specified in (b) above.
- g. Time served in a project position shall be applied to salary step placement for promotion and/or layoff.

SECTION 23. TERM

This Memorandum of Understanding, shall become effective November 9, 2015, to the extent authorized by law, and remain in effect up to and including November 8, 2021.

If at any time during the life of this Agreement the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its related regulations and cause the District to be subject, directly or indirectly, to any penalty, tax, fine, assessment or other payment, the parties agree that this Memorandum of Understanding shall reopen for negotiations not less than six months prior to the effective date of the implementation of the penalty, tax, fine, assessment, or other payment for the sole purpose of modifying the health insurance provisions of this Agreement to comply with the Affordable Care Act or its related regulations and avoid any penalty, tax, fine, assessment or other payment, directly or indirectly, by the District.

Dated: _____

**INTERNATIONAL FEDERATION OF
PROFESSIONAL & TECHNICAL
ENGINEERS, LOCAL NO. 21, AFL-CIO**

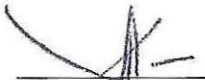
CONTRA COSTA WATER DISTRICT



Angela Long, Local 21, Representative




Jerry Brown, General Manager



Doug Anderson




Margaret Ramirez, HR and Risk Manager



Bob Eagle



Sonja Stanchina, HR Supervisor



Dan Jones



Joseph E. Wiley, Special Legal Counsel

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
ENTERED INTO BETWEEN
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 21
(PROFESSIONAL/SUPERVISORY REPRESENTATION UNIT)
AND CONTRA COSTA WATER DISTRICT**

The following agreement has been entered into between the International Federation of Professional and Technical Engineers, Local 21 (Professional/Supervisory Unit), the "Union", and the Contra Costa Water District, the "District." Said agreement amends the existing Memorandum of Understanding (MOU) entered into between the Union and the District as follows:

Amending current provisions:

Sections 3.1 and 7.2 are amended to reflect the transition to the CalPERS Health program for medical benefits effective March 1, 2017 as follows:

3.1 Medical Insurance:

- a. Effective March 1, 2017, the existing 2016 benefit plans shall cease and be replaced by the 2017 CalPERS healthcare plan options. Eligibility and enrollment subject to CalPERS and CCWD rules and regulations.
- b. "Core" Plans: The District agrees to pay up to the cost of the full family Kaiser health plan premium on behalf of each eligible bargaining unit employee for any of the three "core" plans which are Kaiser Permanente, Health Net SmartCare, and PERS Choice. Employees who enroll in a core health plan which has a higher premium cost than that for the full family Kaiser Plan are responsible for payment of any cost exceeding the full family Kaiser premium. This payment shall be by way of payroll deduction.
- c. "Non-Core" Plans: For all plans other than the three "core" plans mentioned above, the District agrees to pay the cost of the non-core plan, up to the highest of the three core plan's rate for the employee's applicable selection (employee only, employee +1, employee +2) not to exceed the Kaiser family Plan rate (employee +2). Employees are responsible for the payment of such additional premium cost. This payment shall be by way of payroll deduction.
- d. In the event any of the three "core" plans is no longer offered by CalPERS, the parties agree to meet and confer regarding a replacement plan to be designated a "core" plan.
- e. Health Insurance Credit Option

Opt-Out:

Active benefit eligible employees may opt-out entirely of the CalPERS medical plans after providing proof of qualified coverage by a spouse/RDP or parent. In this event, 66 2/3% of the District premium savings, based on the tier level the employee is eligible for, utilizing the Kaiser corresponding tier rate, shall be credited to the employee as additional compensation per month.

Core Plan Selection:

Active benefit eligible employees may elect not to insure qualified dependents in a CalPERS core medical plan as a result of a spouse or RDP receiving group medical insurance through the District or another employer after providing proof of qualified coverage for qualified dependents. In this event, 66 2/3% of the District premium savings, based on the tier level the employee is eligible for, up to the Kaiser family rate, shall be credited to the employee as additional compensation per month.

Non-Core Plan Selection:

Active benefit eligible employees may elect not to insure qualified dependents in a CalPERS non-core medical plan as a result of a spouse or RDP receiving group medical insurance through the District or another employer after providing proof of qualified coverage for qualified dependents. In this event, 66 2/3% of the District premium savings, utilizing up to the premium rate of the corresponding Kaiser tier in which the employee is eligible, shall be credited to the employee as additional compensation per month.

7.2 Retiree Medical Benefit:

Core Plan Selection:

Subject to the eligibility requirements of CalPERS and CCWD, for all employees who retire from the District, the District will provide a medical insurance benefit (plan design) equal to that of the "core" plan of the employee's choice at the time of retirement, via a Third Party Administrator (TPA) reimbursement for the retiree, their spouse or State of California Registered Domestic Partner (RDP) and other eligible dependents provided they remain in same core plan. The District will pay the full premium cost of the "core" plan they were on at the time of their retirement until they reach the age of 65.

Medicare Integration:

Once the retiree and/or the eligible dependent reaches the age of 65 they are required to enroll in Medicare at their own expense and any supplement insurance plan offered by CalPERS. Medical Plan Insurance benefits shall be integrated with Medicare for the rest of the retiree and their spouse/RDP lifetimes, and the District will continue to fund medical insurance up to the highest of the two core plans for the retiree's applicable selection for the retiree, the retiree's same spouse or same RDP and eligible dependents at the time of retirement, if still married, in the same RDP, and having the same eligible dependents.

Forfeiture of Plan Benefit Design:

If any of the three core plans is no longer offered by CalPERS, the parties agree to meet and confer regarding a replacement plan to be designated a "core" plan. No retiree will be subject to forfeiting the benefit plan design/TPA reimbursement as a result of their core plan no longer being offered.

If, at any time, a retiree leaves their initial "core" plan at time of retirement they forever forfeit the benefit plan design and the retiree is ineligible for Third Party Administrator (TPA) reimbursement.

Change in Eligible Dependent(s) Status:

Should a spouse/RDP or eligible dependent no longer be eligible for coverage, the District will pay the full premium cost of a "core" plan for the new coverage level (employee only or employee plus one) for which the retiree is eligible. Retirees may add a new spouse/RDP or new eligible dependents post retirement, but the cost of additional spouses/RDPs and/or additional eligible dependents will be paid by the retiree by way of a pension deduction.

Change in medical plan after retirement within the core plans:

If the retiree chooses to enroll in a different core plan than the core plan selected at the time of retirement, the District agrees to pay up to the cost of the full family Kaiser Plan premium. Retirees who elect to enroll in a core health plan which has a higher premium cost than that for the full family Kaiser Plan are responsible for payment of any cost exceeding the full family Kaiser Plan premium. This payment shall be made by way of pension deduction.

Non-core Plan Selection:

For retirees who retire with a non-core plan or select a non-core plan post retirement, the District agrees to pay the cost of the non-core plan, up to the highest of the three core plans for the retiree's applicable selection (employee only, employee +1, employee +2) capped at the Kaiser family plan rate (employee +2). The retiree is responsible to pay for any cost exceeding the District's contribution by way of pension deduction.

Retiree Pension Deduction:

Should the pension check be insufficient to pay for the retiree's share of their premium due to selecting a non-core plan, and/or adding a new spouse/RDP and/or other eligible dependents, or for any other reason, the retiree is responsible to submit a check payable to CCWD to arrive no later than the 5th of each month for which the premium is due with a grace period of ten (10) calendar days. Failure of a retiree to make a timely payment for the retiree's portion of the premium cost will result in termination of the retiree's and applicable dependents

medical insurance coverage. Retirees in non-core plans are ineligible for TPA reimbursement.

CalPERS 120 Day Rule:

The medical insurance provided applies only to employees whose date of retirement is 120 days or fewer from the date of their separation from the District and who meet all other retirement and retiree medical vesting requirements. For those eligible for retiree medical and who do not retire within the 120 days, the OPEB distributions will not be dispersed until after the 120 calendar days have elapsed.

Moving out of selected core plan service area:

If a retiree in a core plan relocates to an area not serviced by that core plan, the District will pay the full premium for the out of region core medical plan selected by the retiree, in accordance with the provisions of this section.

Surviving Spousal Benefit:

Lifetime spousal/RDP medical insurance coverage is available for all employees. After the retiree's death, if the retiree selected a joint and survivor option at the time of retirement, naming their spouse/RDP as beneficiary, medical coverage will continue for the lifetime of the spouse/RDP. Such benefits shall be integrated with Medicare for the rest of the spouse's/RDP's lifetime. Retirements on or after November 9, 2015, the surviving spousal/RDP medical benefits are fully paid by the District in accordance with the provisions of this section. Failing to elect a joint and survivor option at the time of retirement will result in only the retiree being provided District-paid lifetime medical insurance coverage.

Vesting:

Five-Year CCWD Service Vesting Period for Employees Hired on/after September 1, 2011: Effective September 1, 2011, employees hired on or after this date shall be subject to a five (5) year District-service vesting period to be eligible for retirement medical upon direct retirement from the District. Reciprocal agency service does not count toward the 5-year vesting for retirement medical. Employees hired prior to September 1, 2011 are not subject to the 5-year District service eligibility requirement, and would be eligible for retirement medical benefits upon meeting retirement eligibility and retiring directly from District employment.


Ten-Year CCWD Service Vesting Period for Employees Hired on/after January 1, 2016: Effective January 1, 2016, employees hired on or after this date shall be subject to a ten (10) year District-service vesting period to be eligible for retirement medical upon direct retirement from the District. Reciprocal agency service does not count toward the 10-year vesting for retirement medical.

Side Letter-Local 21
RE: CalPERS Medical
January 4, 2017
Page 5 of 5.

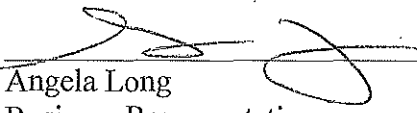
The signatories below confirm they have met and conferred in good faith consistent with Section 3500 *et seq.* of the Government Code regarding the provisions of this side letter.

FOR CCWD:

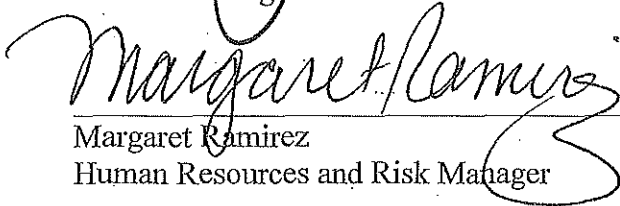
FOR INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL21:



Jerry Brown
General Manager



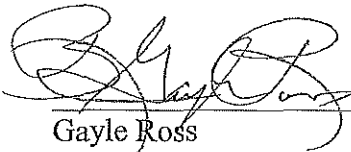
Angela Long
Business Representative



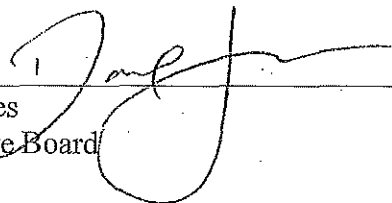
Margaret Ramirez
Human Resources and Risk Manager



Bob Eagle
President



Gayle Ross
Vice President



Dan Jones
Executive Board

Dated: January 4, 2017



IRREVOCABLE CASH OUT ELECTION FORM

For L21

For Calendar Year 2018 ▪ Due Friday, December 15, 2017

Instructions: Complete items #1 through #3. Review the bulleted statements, sign, and submit the completed form to the Human Resources and Risk Division by the above stated deadline. **Failure to submit this form by the stated deadline will preclude you from any cash-out of vacation and sick leave in 2018.**

Policy Section:

- All employees may make an **irrevocable** election for vacation and sick leave cash out prior to each calendar year.
- The eligibility and amount available for vacation cash out is in accordance with the employee's applicable Memorandum of Understanding (MOU).
- The amount available for sick leave cash out is in accordance with the District's Administrative Procedure VII-5 entitled *Employee Attendance Recognition Program*.
- Elections must be completed and submitted by December 10th for subsequent years for payment in the next calendar year. Elections become irrevocable after this deadline.

Section 1: To be completed by Employee:

1) Employee Name (print): _____

2) Department: _____ Phone: _____

3) IRREVOCABLE Election(s):

Vacation Leave Subject to MOU provisions

- Cash out zero (0) vacation hours.
- Cash out the maximum eligible vacation hours.
- Cash out of the lesser of _____ hours OR the total amount of eligible vacation for cash out.

Sick Leave Subject to Employee Attendance Recognition Program Provisions

- Cash out zero (0) sick leave hours.
- Cash out the least amount of eligible sick leave hours.
- Cash out the maximum amount of eligible sick leave hours.

I understand and agree:

- This election is **irrevocable** and cannot be changed for any reason after the election deadline.
- The amount of vacation hours elected for cash out must be eligible for payment in accordance with the applicable MOU.
- The amount of sick leave hours available for cash out in 2018 is according to the District's Administrative Procedure VII-5 entitled *Employee Attendance Recognition Program*.
- If I elect a cash out payment of any amount, the monies are subject to federal and state tax withholdings.
- I am responsible to ensure that I complied with the policies stated on the Policy Section above.
- I have read and understand the Instructions on the reverse side of this election form.

Employee Signature

Date

IRREVOCABLE CASH OUT ELECTION FORM - INSTRUCTIONS

For L21

Payout Schedule:

Vacation cash out is paid out when the employee codes his/her timecard with CDH code of 3302. Payroll will ensure the employee has submitted the Irrevocable Cash Out Election Form and has taken enough vacation time within the applicable anniversary year to satisfy the timecard cash out request in accordance with the election form. If there is a balance of remaining vacation hours which were designated for cash out, but not yet cashed out near year-end, the balance remaining of requested vacation cash out will be paid on the employee's final paycheck in 2018.

Sick leave eligible for cash out under the Employee Attendance Recognition Program will be paid out in February 2018 for program term July 2017 through December 2017, and in August 2018 for program term January 2018 through June 2018. Employees will no longer receive Attendance Recognition payout selection forms during the year to select the amount of eligible sick leave to cash out. Instead, the amount to be cashed out is based on the box the employee has selected on page one (1) and is eligible to cash out.

Important Notes:

Eligibility for cash out of vacation leave is as follows for L39 and L21 members:

Minimum Hours Taken Each Anniversary Year	Maximum Cash Out
80	40
88	48
96	56
104	64
112	72
120	80

As an example, an employee with a District employment anniversary date in May 2018 is eligible for payout between May 2017 and May 2018 based on vacation leave taken off from May 2016 to May 2017. In addition, this same employee is eligible for cash out of additional vacation hours between May 2018 and May 2019 based on vacation leave taken off from May 2017 to May 2018. In this case, it is possible this employee could receive up to 160 hours of vacation leave cash out in 2018; the maximum of 80 hours prior to the anniversary year-end of May 2018 and another 80 hours in the subsequent anniversary year-end period.

Vacation Leave Taken	Vacation Leave Cash Out
May 2016 to May 2017	May 2017 to May 2018
May 2017 to May 2018	May 2018 to May 2019

This example is given as a *caution for employees who select the second box option under the Vacation Leave heading on page one (1) since that election may result in an unintended payout of a larger amount of vacation leave and the election is irrevocable after the deadline.*

Employees are solely responsible to calculate and monitor their own vacation leave accruals in order to prevent reaching the maximum accumulation of two times the annual entitlement, resulting in a cessation of vacation accrual until the vacation leave balance resumes to below the maximum amount.

Employees who face an economic hardship and experience the need for an emergency cash out of leave time in 2018 beyond the election(s) made in 2017 are advised to contact Human Resources and Risk Division staff.

Employees are encouraged to contact Human Resources and Risk Division staff for questions and to run through different scenarios specific to the employee since election for cash out or not in 2018, is irrevocable following the stated 2017 deadline.

SIDE LETTER

CONTRA COSTA WATER DISTRICT & THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS & EMPLOYEE CONTACT INFORMATION

Consistent with Government Code sections 3555-3559, the District and Local 21 agree to the following:

A. DEFINITIONS

1. A "new employee orientation" is the onboarding process of newly hired District employees when they receive information about their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters.
2. A "new employee" includes a permanent, temporary, full-time, part-time, project, or seasonal employee who is represented by Local 21.

B. NEW EMPLOYEE ORIENTATIONS

1. The District will provide at least 10 days' notice to the Local 21 representative of a pending new employee orientation for the representative's bargaining unit member(s).
2. The District may provide a shorter notice in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
3. The Local 21 representative will be granted reasonable release time to travel to and from the meeting and will have 30 minutes to address the new employee(s) without management presence.
4. The District and Local 21 will agree on the timing and on the location of the meeting during the 10-day notice period.
5. If the Local 21 representative is not available on the day of the new employee orientation, he or she may arrange with the District to meet the new employee on another day during the employee's first week at work.

C. EMPLOYEE INFORMATION

1. The District will provide Local 21 with a new employee's name, job title, department, work location, work, home, and personal cellular telephone numbers, personal e-mail addresses on file with the employer, and the home address of the new employee within 30 days of the employee's start date.
2. By February 15, June 15, and October 15, the District will provide Local 21 with a list of all the information referenced in the preceding paragraph for all employees Local 21 represents.

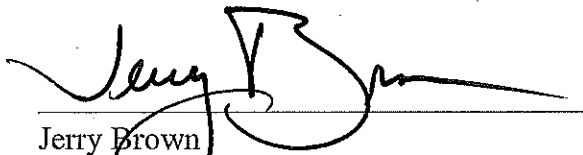
3. Consistent with Government Code section 6254.3, employees may opt to prevent the personal contact information from being released to Local 21 by making a written request to that effect.

This Side Letter shall expire on November 8, 2021 in conjunction with the expiration of the current Memorandum of Understanding between Local 21 and the Contra Costa Water District.

Dated: 1/22/2018

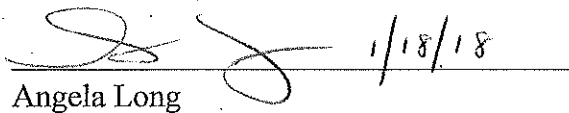
AGREED:

FOR CCWD



Jerry Brown
General Manager

FOR I.F.P.T.E.-LOCAL 21



Angela Long
Representative

1/18/18