

**MEMORANDUM OF UNDERSTANDING**

**between the**

**ALAMEDA COUNTY WATER DISTRICT**

**and**

**ACWD OPERATORS' ASSOCIATION**

**July 1, 2021 to June 30, 2025**

**ALAMEDA COUNTY WATER DISTRICT AND THE ACWD OPERATORS’  
ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

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## **PREAMBLE**

This Memorandum of Understanding is entered into between the parties to provide a constructive basis for the efficient operation of cooperative employer-employee relations and for such reason has been approved by the members of ACWD Operators Association, and the Board of Directors of the Alameda County Water District.

## **ARTICLE 1 - RECOGNITION**

**1.01** - The Alameda County Water District (hereafter referred to as the "District"), recognizes ACWD Operators Association (hereafter referred to as the "Association") as the majority representative of full-time employees (probationary and permanent) in the water treatment and treatment facilities classification series of the District within the class titles enumerated in the Salary Rate Schedule ("unit"), which is attached hereto and made a part hereof. For the purposes of this Agreement, supervisory, confidential and professional staff personnel are excluded.

**1.02** - The parties hereto recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain or drop their membership in the Association, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.

**1.03** – The District will provide the Association with notice of any new Association employee's anticipated start date and scheduled District orientation as soon as the start date is known. An Association representative will be provided 30 minutes to participate in the orientation. The Association will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay, personal email address and start date prior to the employee's start date.

## **ARTICLE 2 - DUES DEDUCTION**

**2.01** - An employee in the Unit who is an Association member may not revoke an authorization for regular monthly Association membership dues or agency fees deduction except during a period no less than 60 nor more than 90 days preceding the expiration date of this Agreement.

**2.02** - Dues or agency fee deductions shall be deducted from an employee's earnings for the life of this Agreement in the absence of a revocation during the time period specified in Section 2.01, except when an employee leaves the bargaining unit by separation or transfer to a permanent position in a classification not covered by this Agreement. If such an employee subsequently resumes service in the covered unit, s/he shall be considered the same as a new employee.

**2.03** - Within 30 days after ratification, all employees represented by the Association during the term of this Agreement, and, in the case of a newly hired employee, within 30 days after his/her employment, shall, as a condition of continued employment, either become and remain a member in good standing of the Association or pay to the Association monthly an amount of money equal to the standard initiation fee and the usual and customary monthly dues paid by Association members. Payment shall be made by the completion of a dues withholding form, on the second

payroll of each month. The initiation fee will be collected only from employees newly hired during the term of this Agreement. The employer shall remit all dues and fees to a specified Association office within 15 business days of the withholding.

Membership in the Association is recognized as separate, apart and distinct from the assumption by the employee of an equal obligation to the extent s/he receives equal benefits. The Association will represent all employees in the unit fairly and equally, without regard to whether an employee is a member of the Association.

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association; provided, however, that any such employee who voluntarily joins the Association may not thereafter claim the exemption; and provided further that it is incumbent upon any employee claiming such exemption to furnish conclusive proof of the existence of such historical objection.

Upon request, the Association will provide to the District a copy of an annual itemized record of its financial transactions, as required by Government Code Section 3502.5(d).

**2.04** - The Association shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of acts required of the District pursuant to this Article.

### **2.05 – Maintenance of Membership**

Any employee represented by this bargaining unit who has authorized Association dues deductions on the effective date of this MOU or at any subsequent date shall continue to have such dues deductions made by the District during the term of this MOU; provided however that any employee in the unit may terminate such Association dues during the month of December of each year of the MOU by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S Mail in the form of a letter containing the following information employee name, employee number, job classification, department name and name of the Association from which the dues deductions are to be cancelled. The Association shall provide the District a certified list by January 10th of each year of the employees who have terminated their dues deductions. The District will cease dues deductions as soon as practical.

## **ARTICLE 3 - EMPLOYEE RIGHTS**

**3.01** - Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for purpose of representation on all matters of employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment. Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be

interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of his/her exercise of these rights.

**3.02** - Neither the District nor the Association shall discriminate in any aspect of employment based on race, creed, color, national origin, nor, to the extent provided by law, age or sex.

**3.03** - If all other factors are relatively equal, including qualifications of involved employees, length of service with the District shall be the determining factor in making decisions concerning promotions, reductions in force, and assignments to shifts and schedules. Provisions of this Section do not apply to promotions outside the bargaining unit represented by the Association.

The provisions of the promotion plan relating to positions covered by the bargaining unit are contained in Appendix 1.

The provisions of this Agreement relating to reductions in force are included in Appendix 2.

### **3.04 - Probationary Employees**

A new employee will serve a probationary period of six months in District paid status from the date of hire, during which time s/he may be terminated without cause and for any reason by the District. A probationary period may be extended for an additional period or periods, at the sole discretion of the District, not to exceed one year from the date of hire. Once completed, an employee will not be required to serve another probationary period unless the employee leaves District employment. If an employee leaves District employment, including by termination or layoff, and is subsequently rehired, a new probationary period of six (6) months from the date of hire shall be served, unless the employee is rehired to his/her former classification within one (1) year after his/her termination or layoff.

### **3.05 - Trial Work Period**

An employee promoted to a position in the unit will serve a six-month trial period in District paid status from the date of promotion and may be returned to the former position or an equivalent position during that period at the discretion of the District. An employee promoted to a position outside the unit may be returned to a unit position formerly held or an equivalent position within six months after the date of promotion. Employees returned to an equivalent position shall receive the same rate of pay as that of the former classification.

### **3.06 - Right to Representation**

An employee shall have the right to Association representation at any investigatory meeting which could lead to disciplinary action, if the employee so requests it.

## **ARTICLE 4 - RIGHTS OF THE ASSOCIATION**

**4.01** - The Association has the right to represent its members and meet and confer in good faith concerning all matters relating to employee relations, except that the scope of representation shall

not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order, nor shall it include any of the District's rights as set forth in Article 5 hereof.

**4.02** - Except in case of emergency, the Association shall be given reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the District and shall be given the opportunity to meet with representatives thereof prior to adoption.

**4.03** - Reasonable access to employee work locations shall be granted full time Association Representatives for the purpose of processing grievances or contacting members concerning business within the scope of representation.

Such representatives shall not enter any work location without prior approval of the department head or designee and such approval shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

An Association bulletin board shall be provided at TP1 and TP2, (36"x 30") and located so as to be easily accessible to all represented employees.

**4.04** - Solicitation of membership and activities concerned with internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

**4.05** - Employees designated by the Association may serve as Stewards for the purpose of assisting other Association members in the resolution of disputes concerning wages, hours, working conditions, and other conditions of employment.

**4.06** - A steward shall be allowed reasonable time during working hours to assist employee members with grievances as defined in Article 7, or other approved bilateral activities, provided that the steward shall first obtain permission from his/her supervisor to be away from his/her job. Such permission shall not be unreasonably denied. No time for activities shall be paid for outside of normally scheduled working hours. In the event of the absence from work of the appropriate steward, another steward may act in the place of the absent steward.

**4.07** - The Association may select a committee comprised of three (3) members to formally meet and confer at scheduled meetings with District representatives on subjects within the scope of representation during regular working hours without loss of compensation, subject to the following:

- a. No employee representative shall leave his/her duty or work station or assignment without specific approval of the supervisor or department head. The supervisor or department head shall not unnecessarily deny or impede the employee representative from attending a scheduled meeting.

- b. Such meeting is subject to scheduling by District Management in a manner consistent with operating needs and work schedules.
- c. Nothing herein provided, however, shall limit or restrict District Management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

## **ARTICLE 5 - DISTRICT RIGHTS**

**5.01** - The rights of the District shall be those set forth in the State of California Water Code and shall include, but not be limited to, the exclusive right to determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility; manage and control all property, facilities and operations of the District, including the methods, means and personnel by which the District's operations are to be conducted; determine the size and composition of the working force; determine the procedures and standards of selection for employment; relieve its employees from duty because of lack of work, funds, or for other legitimate reasons; maintain the efficiency of governmental operations; determine the content of job descriptions; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and technology of performing its work; and take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves. The practical consequences of decisions made pursuant to this Section may be grieved if they relate to another provision of this Agreement.

**5.02** - The District retains the exclusive right to counsel, warn and discipline employees by issuing written reprimands, suspensions, demotions and discharges for cause, providing, however, that the merits of any such action shall be subject to review in the grievance procedure provided herein.

**5.03** - Consistent with its statutory rights and obligations, the Board may, from time to time, contract for matters relating to District operations for work normally performed by personnel represented by the Association.

The District recognizes its obligation to meet and confer upon request prior to such contracting out as to the impact of such decisions.

Considering the foregoing, the District will not seek to deliberately undermine work performed by unit employees in the normal and routine course of District operations.

## **ARTICLE 6 - NO STRIKES, NO LOCKOUTS**

**6.01** - During the term of this Agreement, the Association agrees it will not engage in any strike, slowdown or other work stoppage.

**6.02** - During the term of this Agreement, the District agrees it will not lock out any employee covered by this Agreement.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 – Definitions**

Grievance - Any dispute concerning the interpretation or application of specific provisions of the Memorandum of Understanding, a written rule or policy, or adverse action by the District in the form of an employee reprimand, suspension, demotion or termination for cause.

Days are defined as Calendar days.

### **7.02 – Procedure**

Step 1. Informal Discussion. The employee, with or without the assistance of the Association representative, or the Association representative, or steward may present the grievance orally to the immediate supervisor within fifteen (15) days after the employee or the Association representative should reasonably have been aware of the occurrence. Any grievance involving a suspension or termination shall be filed directly at Step 3 (Arbitration) within fifteen (15) days of notification of the decision to suspend or terminate.

Step 2. Should the grievance remain unresolved, the employee, or an Association representative on his/her behalf, shall submit the grievance in writing on the mutually approved grievance form to the immediate supervisor within fifteen (15) days after the Step 1 discussion or the date the employee should have known of the occurrence, whichever is later. The grievance shall state the specific provision of the Agreement or the written rule or policy alleged to have been misinterpreted or misapplied, or the disciplinary action taken, and the proposed remedy.

Within ten (10) days of the receipt of the written grievance, the District and Association shall convene a Step 2 meeting. Such meeting shall involve the grievant(s), the Association representative, the immediate Supervisor, the next level Supervisor, and a representative of Human Resources. The purpose of the meeting shall be to discuss the grievance and engage in problem solving in an attempt to resolve the grievance. In the event the matter cannot be resolved at this meeting, the District shall provide a written response to the grievance. Such response shall be provided within ten (10) days of the meeting.

Step 3. If the grievance cannot be resolved at Step 2 or the response of the District is unacceptable to the Association, the grievance may be submitted to arbitration. Failure of the Association to take such action within fifteen (15) days after the date of the Step 2 decision shall constitute withdrawal of the grievance.

### **7.03 - Arbitration**

- a. Demand for arbitration shall be in writing and served personally or by certified mail on the other party within fifteen (15) days after the date of the Step 2 decision.
- b. An impartial arbitrator shall be selected from a list of five (5) names furnished by the California State Mediation and Conciliation Service, with each party alternately striking one name until a single name remains.

- c. The arbitrator shall have no power to add to or subtract from or modify any of the provisions of the Agreement and shall have no power to determine matters not subject to the grievance procedure.
- d. Fees and expenses of the arbitrator shall be paid by the losing party. A transcript shall not normally be required, but, if requested, the cost of its preparation and providing a copy to each party and the arbitrator shall be paid by the requesting party. If requested by the arbitrator, the cost of the transcript shall be shared by the parties.

If a transcript is requested by the employee, the cost shall be borne by the employee.

- e. Employees whose appearance as a witness is necessary at an arbitration hearing shall not suffer any loss of pay or benefits. To assure necessity as a factor, each party shall present to the other a list of witnesses it intends to call at least seven (7) days before the scheduled arbitration date and a brief statement of the nature of the testimony. A witness whose testimony is stipulated shall not be a necessary witness. In the event of a disagreement, the matter shall be presented to the arbitrator at a prehearing conference just prior to the hearing. The Association may bring witnesses to the hearing that are not considered "necessary," but the District shall not be liable for their compensation during the time they are absent from work for the purpose of attending the hearing.
- f. The parties agree to work together to resolve difficulties that may arise in the way this procedure is administered by individuals by calling an expedited meeting to resolve such problems between the General Manager or his/her designee and the Association Representative or his/her designee.

#### **7.04 - Back Wages**

Should any employee file a grievance as a result of loss of wages or benefits due to disciplinary action on the part of the District and the grievance be settled or found in favor of employee, said losses shall be reimbursed in full, unless agreed otherwise by the parties or ordered otherwise by the arbitrator.

#### **7.05 - Decision Final and Binding**

Any agreement or decision of the employee and the District reached at any step of the grievance procedure, and the decision of the arbitrator, shall be final and binding.

#### **7.06 - Conduct of the Grievance Procedure**

- a. The stipulated time periods in the grievance procedure may be extended for good cause by mutual agreement. Failure by the employee or Association to advance the grievance within the time limits required by Article 7.02 shall nullify the grievance. Failure by the District to respond within the time limits required by Article 7.02 shall automatically advance the grievance to the next step.

- b. Parties who may have direct knowledge of circumstances relating to the grievance may be present at the request of either party during any step of the grievance.
- c. The employee and his/her representative may use a reasonable amount of work time as determined by his/her immediate supervisor for conferring or presenting the grievance.
- d. Employees shall be assured freedom from any type of reprisal for using the grievance procedures.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

**8.01** - Hours of work for full-time probationary and permanent employees shall be forty (40) hours per week, five (5) days of eight (8) hours each, between 12:01 A.M. Monday and Midnight Sunday. (Except as noted below for operators.) Each employee shall receive two (2) consecutive days off in each work week or in adjacent work weeks, or, in lieu thereof, shall be scheduled to be paid at the overtime rate. An employee shall receive at least sixteen (16) hours off before reporting to a shift that is other than his/her regularly scheduled shift, unless otherwise required by emergency conditions or if the employee agrees to such a shift change with less time off.

### **8.02** - Operator Work Hours

Operators shall have a work schedule consisting of twelve (12) hour shifts, ten (10) hour shifts, eight (8) hour shifts, four (4) hour shifts within a regular recurring period of three hundred thirty-six (36) hours in the form of fourteen (14) consecutive twenty-four (24) hour periods. The forty (40) hour workweek shall be as defined on the schedule. The workday shall begin at 12:01 A.M. and end at Midnight. This may be modified to eight (8) hour or ten (10) hour shifts as part of the routine schedule or when operators are in training with no more than forty (40) hours assigned during a given workweek.

The first four (4) hours worked on any scheduled four (4) hour workday, the first eight (8) hours worked on any scheduled eight (8) hour workday, the first ten (10) hours worked on any scheduled ten (10) hour workday, and the first twelve (12) hours worked on any scheduled twelve (12) hour workday shall be at straight time rate of pay.

**8.03** - The District shall have the right to require overtime to accomplish the work which must be completed, either within or continuous to the workday period. In the event the District does not receive a sufficient number of volunteers, the District may exercise its management rights to require overtime as necessary on a rotational basis from a list of qualified workers established by reverse seniority. Overtime shall be performed by the employee(s) regularly assigned to the work involved. Work groups shall be augmented, when deemed necessary by the supervisor, to include other personnel qualified to perform the work involved, on a rotational basis.

Overtime shall be distributed equitably among the operators. A list shall be maintained which includes each operator and the number of hours of overtime worked in the fiscal year. This list shall be updated not less than monthly. When overtime is available, it shall be offered to the

operator on the list with the lowest number of hours of overtime worked. If this operator declines the overtime, then it shall be offered to the operator with the next lowest number of hours of overtime on the list, and so on until an operator accepts the overtime.

**8.04** - Overtime

All time worked in excess of the four (4) hour, eight (8) hour, ten (10) hour, or twelve (12) hour scheduled workdays, or the forty (40) hours scheduled workweek, shall be paid at the rate of one and one-half (1-1/2) times the regular straight time rate. All time worked on the Operator's regular days off shall be deemed overtime and paid for as such, whether or not forty (40) hours have been served in the workweek in question. All overtime must be authorized and approved by the District. Any hours paid for but not worked shall be considered hours worked for computing overtime.

Once an Operator becomes entitled to overtime, the overtime rate will continue to be paid until the Operator is relieved from duty or until the Operator begins his/her next regularly scheduled shift. Similarly, all workweek overtime will be computed within the workweek boundaries noted in Section 8.01 above. There shall be no carryover of time between workweeks

**8.05** - Time paid for but not worked (vacation, sick leave, etc.) shall be taken and recorded on an hour-for-hour basis.

**8.06** - Schedule Changes

It is recognized that the District has the right to exercise complete control and discretion over its organization of performing its work pursuant to the provision of Article 5.01 and that the District retains the right to modify or change the shift schedule, if necessitated by operating requirements. Such a change would be subject to the notification requirements of this Section. The criteria established for the economic and performance-related evaluation of this program shall be at the sole discretion of the District.

The Association and affected employees will be notified whenever there is a proposed change in regular shifts or scheduling which may be necessitated by operating requirements of the District at least fifteen (15) workdays in advance of the proposed effective date of the change in order to have meaningful input. Said input from the Association regarding affected employees will be within (5) five days and will be fully and seriously considered before any changes may be effected.

Temporary changes in shifts or schedules required by emergency conditions shall not be subject to these notification provisions. In such situations, the Association and affected employees will be notified as early as possible prior to the required change.

- A) In addition, the shift schedule for TFO can be modified between January and August for the following year subject to Management approval of the proposed changes and a majority vote of the Treatment Facilities Operators and Advance Treatment Facilities Operators.
- B) In addition, the shift schedule for TPO , along with the method of shift bidding, can be modified between January and August for the following year subject to a 2/3 vote of the

Water Treatment Plant Operators, Advanced Water Treatment Plant Operators and management approval of the proposed changes.

**8.07** - Shift Schedule Cancellation

Either party (the District or the Association) may cancel the twelve hour shift schedule, with 60 days' notice to the other party, and return to an eight (8) hour shift schedule as determined by the District.

**8.08** - No employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period.

**8.09** – Standby

- a. Standby personnel shall be entitled to receive standby pay of \$100.00 for each 24 hour standby shift that s/he is required to cover.

Effective July 11, 2021 the amount shall be increased by \$10.00 to \$110.00 for each 24 hour standby shift that s/he is required to cover.

- b. Standby personnel will be provided vehicles consistent with the administrative procedure on standby and call out. Standby personnel who are not eligible or who opt not to take home a District vehicle shall be entitled to receive an additional ten dollars (\$10.00) per day for each day s/he is required to be on standby.
- c. An employee who is assigned standby duty shall (a) keep the District informed at all times of how s/he may be reached by telephone, (b) keep available to report within two (2) hours (staff with a hire date prior to July 1, 2016 must be available to respond within 4 hours at all times) to a District facility or job site in the event of a call, and (c) perform the call out work when qualified to do so. Any employee who is assigned standby duty and fails to comply with these conditions shall not receive standby pay for the period and may be subject to disciplinary action. However, an employee who, because of illness or other compelling emergency, is unable to be available for standby, and who notifies the District at the onset of the illness or at the time they become aware of the compelling emergency, shall not be subjected to disciplinary action for failure to be available.
- d. When employees who are designated Emergency Operations Plan (EOP) First Responders must leave home to inspect sites in response to an EOP event, they shall be provided a minimum of two (2) hours work, or pay in lieu thereof.
- e. All call-out time shall be paid at the time and one-half rate, provided that if the call-out time work assignment and the employee's regular shift overlap, the employee shall be paid at the overtime rate only until the start of his/her regularly scheduled shift. The employee shall be paid for the balance of the regular shift at the straight-time rate.
- f. Employees on standby called back to work shall be provided with a minimum of two (2)

hours work, or pay in lieu thereof.

**8.10** – Employees working the 4:00 p.m. to Midnight shift shall receive a premium of ten percent (10%) of their base pay for all hours so worked. Employees working Midnight to 8:00 a.m. shall receive a premium of twelve (12%) of their base pay for all hours so worked.

**8.11** - Operators will be paid a 7.5% premium pay while working the Shift Change Operator shift.

## **ARTICLE 9 - HOLIDAY LEAVE**

**9.01** - Employees shall receive the following holidays:

- a. New Year's Day - January 1
- b. Martin Luther King, Jr., Birthday - 3rd Monday in January
- c. Washington's Birthday - 3rd Monday in February
- d. Memorial Day - Last Monday in May
- e. Independence Day - July 4
- f. Labor Day - 1st Monday in September
- g. Veterans' Day - November 11
- h. Thanksgiving Day - 4th Thursday in November
- I. Day after Thanksgiving
- j. Christmas Eve - December 24
- k. Christmas Day - December 25
- l. Forty (40) hours of floating holiday time which may be used in one-half (1/2) hour increments. Employees may apply for any date upon which to take their floating holidays. The approval or denial of a date is entirely within the discretion of the District. Floating holidays will be credited on a fiscal year basis and will be received during the first full pay period in July and may not be carried over into another fiscal year. Employees who have any floating holidays on the books at the end of the first pay period of June, each year, will be paid out to the employee in the second pay period of June, each year, at the regular rate the employee is paid at that time. . Upon request, all or a portion of the amount received may be applied to the employee's deferred compensation account.

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**9.02** For purposes of this section, a holiday shall be defined as the actual day on which the holiday occurs.

- A. Effective July 1, 2016, all hours worked on the actual holiday shall be paid at time and one-half (1 1/2) rate, unless another is specified below.
- B. An Operator scheduled to work eight (8), ten (10) or twelve (12) hour shift on a full-day holiday will receive eight (8) hours of holiday pay.
- C. All overtime worked on the following holidays will be paid at the rate of two and one-half (2-1/2) times the regular rate of pay, such to include eight (8) hours of holiday pay; Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day.

- D. An Operator scheduled to work twelve (12) hours on a full-day holiday and who is ill shall receive eight (8) hours of holiday pay. In addition, the Operator must apply four (4) hours of accrued sick leave in order to receive twelve (12) straight-time hours of pay. This provision would also apply should an Operator wish to take another type of leave on a holiday on which he/she is scheduled to work.
- E. An Operator scheduled to work ten (10) hours on a full-day holiday and who is ill shall receive eight (8) hours of holiday pay. In addition, the Operator must apply two (2) hours of accrued sick leave in order to receive ten (10) straight-time hours of pay. This provision would also apply should an Operator wish to take another type of leave on a holiday on which he/she is scheduled to work.

**9.03** - New employees will receive floating holidays per 9.01 (1) for the first year of employment as follows:

<u>Hire Date</u>	<u>Floating Holidays</u>
July 1 - September 30	40hours
October 1 - December 31	32 hours
January 1 - March 31	24 hours
April 1 - June 30	zero (0) hours

**9.04** - Employees regularly scheduled to work on a holiday who are sick will be required to submit evidence of incapacity from a medical provider specifying prognosis and work limitations, if any.

**ARTICLE 10 - VACATIONS**

**10.01** - The District's vacation year for the purpose of calculating vacation due to each full time probationary and permanent employee is the fiscal year, July 1 through June 30.

**10.02** - All unit employees are eligible for vacation accrual per pay period as follows:

- a. For continuous service of 1 through 24 months, 3.08 hours (80 hours per year)
- b. For continuous service of 25 through 48 months, 4.00 hours (104 hours per year)
- c. For continuous service of 49 through 120 months, 5.23 hours (136 hours per year)
- d. For continuous service of 121 months through 180 months, 6.16 hours (160 hours per year)
- e. For continuous service of 181 months through 240 months, 6.77 hours (176 hours per year)
- f. For continuous service of 241 months and thereafter, 7.70 hours (200 hours per year)

**10.03** - For new hires, vacation leave accrual hours are prorated based on the number of hours the employee worked during the first pay period of employment. Thereafter, full vacation leave accrual will be credited each pay period

Vacation leave does not accrue during any two weeks or more of continuous unpaid leave status.

**10.04** - No employee may draw accrued vacation leave until the probationary period has been satisfactorily completed.

**10.05** - Employees may carry over up to 400 hours vacation leave (including leave accrued during the current year) at the close of the last full pay period before the end of each leave year. Minimum vacation usage is one-half (1/2) hour and maximum usage at one time is six (6) weeks, subject to operating requirements. An employee may request a longer usage at one time by submitting a request to the General Manager.

Accrued vacation leave in excess of 400 hours on the books at the end of the first pay period of June, each year, will be paid out to the employee in the second pay period in June, each year, at the employee's current regular rate of pay.

Upon request, all or a portion of the amount received may be applied to the employee's deferred compensation account subject to State and/or Federal guidelines.

**10.06** - Upon termination of employment with the District by the employee with six (6) calendar months or more service, the employee shall be paid for accrued and unused vacation leave.

**10.07** - An employee terminated by the District shall be paid all accrued and unused vacation leave.

**10.08** - When a timely request is made, and provided such is compatible with operating requirements, seniority shall determine vacation preference in the event of conflict among employees; however, no employee shall exercise seniority a second time until all employees have had their first choice.

**10.09** - In order to exercise seniority in vacation preference pursuant to Article 10.08, employees shall submit vacation requests by November 15 of each year. Vacation schedules shall be posted by December 15 of each year for the following year. The vacation year shall be considered the calendar year, plus the week with the first Saturday in January of the following year. For example, for requests made by November 15, 2021, for vacation year 2022, the vacation year shall consist of January 1, 2022 through January 7, 2023, to cover the first Saturday in January. To avoid overlap, beginning with vacation requests for 2023 the vacation year shall be considered to begin on the first Saturday in January.

Time spent on leave will be deducted on an hour-for-hour basis for any time the employee takes off on his/her regular workday.

## **ARTICLE 11 - SICK LEAVE**

**11.01** - Sick leave accrual hours are prorated based on the number of hours the employee worked during the first pay period of employment. Thereafter, 3.69 hours of sick leave accrual will be credited each pay period.

Sick leave does not accrue during any two or more weeks of continuous unpaid leave status. There is no limit on the amount of sick leave that may be accrued.

**11.02**

- a. Accrued sick leave may be used for illness or injury which renders the employee incapable of performing duties with the District. Absence for doctor and dentist appointments for the employee and dependents living in his/her home will be allowed with pay for up to thirty (30) hours in any year without charge against accumulated sick leave (such not to be applicable to visits necessary for a worker's compensation injury). Any additional time off required for such appointments will be charged against accumulated sick leave. An employee using appointment time must leave from or return to work on the day of such appointment to qualify for such benefit.
- b. Sick leave may also be used to care for a sick family member living in the employee's home, or a sick parent or child not living in the home, up to forty eight (48) hours per calendar year. This paragraph is subject to the provisions of Article 11.04.

**11.03** - Sick leave may not be used in advance of accrual.

**11.04** - The District, at its discretion, and without advance notice, may require an employee to submit evidence of incapacity from a medical provider specifying prognosis and work limitations, if any.

**11.05** - An employee on sick leave shall notify his/her immediate supervisor of the fact and the reason therefore as soon as possible. Failure to do so within thirty (30) minutes of normal reporting time may be cause for denial of sick leave pay for the period of absence. This notification must be made by the employee unless s/he is unable to do so personally. Notice must be made daily, except in the case where obvious serious accident or prolonged illness is involved and the employee has provided medical certification confirming that s/he will be unable to work for a period exceeding several days.

**11.06** - When illness or accident occurs while an employee is on vacation, s/he is not eligible for sick leave benefits during the vacation leave period unless s/he notified the District as soon as possible and submits a doctor's statement containing a statement of treatment and prognosis.

**11.07** - Paid holidays falling within periods of sick leave will not be deducted from total accumulated sick leave accrued.

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**11.08** - An employee may donate accrued sick leave to a sick leave donation bank to be used for District employees who have exhausted all paid time off due to a verified medical illness, injury, or condition which is expected to cause an absence from work of at least thirty (30) consecutive days. This donated leave may also be utilized to cover the remaining waiting period for long-term disability coverage.

## **ARTICLE 12 - LEAVE OF ABSENCE**

### **12.01 - Military Leave**

Employees will be accorded all rights and privileges granted them by the Military and Veterans Code of the State of California and the Uniformed Services Employment and Reemployment Rights Act of 1994 or other applicable law. One (1) year of public agency service is required. There shall be no loss of seniority or benefits; however, accruals will be suspended for a period of military service exceeding thirty (30) work days in any fiscal year.

### **12.02 - Bereavement Leave**

The amounts of time allowed below for bereavement leave are maximum rather than absolutes.

- a. For bereavement of a member of the employee's immediate family - Twenty-four (24) hours paid leave. Immediate family is defined as the employee's spouse, children, parents, grandparents, parents of spouse, brother or sister, state registered domestic partner, and dependents or foster relatives living in the employee's home. An additional eight (8) hours of paid leave shall be provided in the event the funeral is more than four hundred (400) miles away, subject to appropriate verification by the employee.
- b. For bereavement of some other family relative - eight (8) hours paid leave.
- c. For attendance at the funeral or memorial service of a close friend or as an addition to leave for bereavement of a member of the employee's immediate family per 12.02 (a) - up to twelve (12) hours paid leave per fiscal year.

### **12.03 - Jury Duty**

For jury duty, the employee will be allowed time off and will be paid his/her base salary, if required to report. Day shift employees shall report for work if released from jury duty within four (4) hours of the District's ending time for the employee. Employees on shifts other than the day shift shall not be required to perform jury duty and work for the District on the same workday.

## **12.04 - Family and Medical Leave**

Pursuant to the California Family Rights Act (CFRA), and the Federal Family Medical Leave Act (FMLA), an employee with at least twelve (12) months of service with the District, who has worked for the District for at least 1,250 hours in the past 12 months, has the right to an unpaid family care or medical leave of up to twelve (12) workweeks in a twelve (12) month period for one or more of the following:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- b. Because of the placement of a son or daughter with the employee for adoption or foster care;
- c. In order to care for a spouse, or a son, daughter, or parent who has a serious health condition;
- d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee; or
- e. Because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

The twelve (12) workweek limit includes leave for all of the above-noted purposes covered by the CFRA or the FMLA. The twelve (12) month period shall be measured forward from the first date on which the employee utilizes Family and Medical Leave needs provided herein.

- f. "Serious health condition" shall be defined as an illness, injury, impairment or physical or mental condition of the employee or a child, parent or spouse of the employee which involves either inpatient care in a hospital, hospice or residential care facility or continuing treatment supervision by a health care provider.
- g. If two employees are married to one another, each may take a total of twelve (12) weeks leave for their own or a family member's serious health condition. However, they may not take more than twelve (12) weeks leave between them for the birth, adoption or foster care placement of a child.
- h. An employee may use any accrued vacation, floating holidays or sick leave up to the maximum as provided under Article 11.02 (b) to cover the unpaid portion of leave taken in connection with family care leave for the purpose of caring for a new child or a family member with a serious health condition.

- i. An employee may use accrued vacation, floating holidays and sick leave to cover the unpaid portion of leave taken in connection with a medical leave for an employee's own serious health condition. Medical leave does not include leave taken for an employee's disability on account of pregnancy, childbirth, or related medical condition.
- j. If the event necessitating leave pursuant to this provision becomes known to the employee more than thirty (30) calendar days prior to the employee's need for a leave, the employee shall provide the District notice as soon as s/he learns of the need for a leave and, at a minimum thirty (30) days advance written notice to the District. If the event necessitating the leave becomes known to the employee less than thirty (30) days prior to the employee's need for a leave, the employee shall provide the District as much advance notice as possible, and at a minimum, written notice no more than two (2) working days from learning of the need for the leave. If the employee's need for family care or medical leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, or for the serious health condition of the employee, the employee will consult with the District in advance regarding the scheduling of the treatment or supervision so as to minimize disruption to the operations of the District. Any such scheduling, however, shall be subject to the approval of the health care provider of the employee or the health provider of the employee's child, parent or spouse.
- k. Before granting a leave for the serious health condition of the employee or his/her child, parent or spouse, certification of the serious medical condition will be required, consistent with the requirements of Title 2 Sections 7297.0 (a) (1) and (2) of the California Family Rights Act regulations and Section 103 of the FMLA and implementing regulations.
- l. During the period of the family care or medical leave, the District will maintain and pay for coverage under the group health plan, as provided under Article 18.01 of this agreement for the duration of the leave, whether paid or unpaid, not to exceed twelve (12) workweeks in a twelve (12) month period, commencing on the date taken under the CFRA.
- m. Seniority will continue during the entire period of family and medical leave, but, notwithstanding the exception in (l) above, other benefits paid by the District will be suspended after a period of six (6) months on unpaid leave.
- n. Family care or medical leave may be taken intermittently or on a reduced leave schedule when medically necessary, but in no event can it exceed more than twelve (12) workweeks in a twelve (12) month consecutive period. An employee requesting intermittent or reduced leave will be required to provide the same kind of advance notice and medical certification of need for the leave as is an employee who requires other family care or medical leave.
- o. Upon return from the expiration of an approved family care or medical leave, the employee will be reinstated to his/her former position and pay rate provided the position has not been eliminated. If the position has been eliminated, the employee shall have preference in hiring for any other suitable position. Benefits accrued, but unused, will remain credited to the employee.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12 month period to care for the service member.

This military caregiver leave is available during “a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

### **12.05 - Industrial Accident Leave**

Each full-time regular employee who is disabled and unable to work as a result of injury or illness certified and or accepted by the District’s insurance representative or the Workers Compensation Appeals Board as arising out of and in the course of employment shall be eligible for workers compensation benefits supplement, which together with the Workers Compensation benefits shall equal and in no event shall exceed the employee’s regular gross pay. Employees may receive the benefit supplement for industrial injuries or illnesses up to a maximum period of six (6) months for all injuries or illnesses related to any one claim, commencing with the date of disability, (either temporary or partial) and is reduced by one (1) day for each calendar day, regardless of whether the employee is on authorized leave or temporary modified work and regardless of temporary disability indemnity award.

Employees may not accumulate or transfer any unused portion of leave associated with a claim. However, if an employee does not exhaust the six (6) months of leave associated with a particular injury, and at some later date is determined by a physician to have a recurrence of that same or a related industrial illness or injury within 12 months of the date of the original injury, the balance of the six (6) months of leave remaining may be used by the employee. When industrial accident leaves overlap due to concurrent claims, the employee shall only be entitled to the amount of unused leave available for the same claim. During this six (6) month period, the employee shall not be charged sick leave for industrial accidents or illnesses that are accepted by the District’s insurance representative or Workers Compensation Appeals Board. The leave time associated with industrial injuries and illnesses does not count towards CalPERS retirement service time.

No employee shall receive more than his/her regular gross pay by reason of the provisions of this section. Entitlement to sick leave and vacation leave shall accrue only during such time as the employee is entitled to pay as herein provided. An employee who is medically unable to work for more than six (6) months after the date of disability which arose out of and in the course of employment with the District, may use accumulated sick leave or vacation leave, if any, to supplement Workers Compensation Insurance Benefits, up to the full rate of pay, until such accumulated sick leave or vacation leave due is exhausted. The District cannot retain employees who are unable to return to work after twelve (12) months and who do not have accrued sick or vacation leave to keep them in full pay status.

Any employee bringing action against a third party to recover for injuries or disability for which the District has made payments of salary or compensation, shall forthwith give the District notice of such action; and thereafter, the District shall be entitled to reimbursement out of any recovery

made by the employee in such action, for amounts paid for salary or compensation during the employee's disability.

The employee has the right to be reinstated to the employee's former position if the position has not been eliminated, the employee returns to work within twelve (12) months, and the employee is capable of performing the essential duties of the position with or without reasonable accommodation.

#### **12.06 - Extended Non-Industrial Illness or Injury Leave**

Employees who are on leave due to a serious medical condition pursuant to Article 12.04 will be granted an extended leave of absence for continued disability arising by reason of non-industrial illness or non-industrial injury. A certification from the attending physician must be presented to the District indicating the additional period of disability extending beyond the first twelve (12) workweeks. Upon receipt of a medical certificate that is acceptable to the District from the attending physician confirming that the employee continues to be medically unable to work in any position, sick leave and other paid leave may be used to the extent accrued, if available, until the wage continuation plan takes effect. Such leaves of absence shall be granted for a maximum of six (6) months including the original twelve (12) week medical condition leave. The District at its discretion may extend the total amount of leave under this section up to a maximum leave of twelve (12) months in instances where there is documented reasonable medical expectation that the employee will be sufficiently recuperated within this time to resume the full range of duties of his/her position. Such leave shall not be unreasonably denied.

Seniority will continue but benefits paid by the District will be suspended during the period the employee is on unpaid leave. The employee has the right to be reinstated to the employee's former position and pay rate provided the position has not been eliminated and the employee returns to work within twelve (12) months and the employee is able to perform the position's essential job functions, with or without reasonable accommodation. If the position has been eliminated, the employee shall have preference in hiring for any other suitable position for which the employee is qualified and can perform the essential job functions. Benefits accrued, but unused, will remain credited to the employee.

Employees with six (6) or more months of service, but less than twelve (12) months, who do not qualify under the provision of Article 12.04, must return within six (6) months from the date of disability in order to qualify for reinstatement to his/her former positions or another position for which s/he may be qualified. Upon presentation of appropriate medical verification, reinstatement at a later time may also be considered up to one year from the date of disability.

#### **12.07 - Pregnancy-Related Disability Leave**

An employee is entitled to leave of up to four (4) months for a pregnancy-related disability. Additionally, an employee with more than twelve (12) months of service is entitled to an additional twelve (12) weeks of leave to care for a newborn child under FRA (refer to Section 12.04). These leave periods shall be subject to the following:

- a. An employee temporarily disabled due to pregnancy shall be entitled to use accrued sick leave, and/or other accrued paid leave such as vacation and floating holidays, during that period of her pregnancy disability leave in which her physician certifies that she is unable to work on account of pregnancy, childbirth, or other related medical condition.
- b. Seniority will continue during the entire pregnancy disability leave. The District will continue to provide the employee with health plan benefits, pursuant to Article 18.01 of this agreement, during the initial twelve (12) weeks of pregnancy disability leave. The employee has the right to be reinstated to her former position and pay rate provided the position has not been eliminated and the employee returns to work within seven (7) months. If the position has been eliminated, the employee shall have preference in hiring for any suitable position. Benefits accrued but unused will remain credited to the employee.

### **12.08 - Administrative Leave Without Pay**

Leave without pay must be approved by the General Manager or his/her designee. The District may grant or deny such leave in its sole discretion.

### **12.09 - Unexcused Leave**

Failure to report for work or notify the District of a reason for absence, for a period exceeding three (3) normal work shifts, may be grounds for dismissal.

### **12.10 - Modified Work Assignment**

In the event that the employee is unable to perform his/her regular work due to an injury/illness and the employee's doctor releases the employee to return to work on modified duty, the District will return the employee to work on modified duty if such duty is available consistent with the District's administrative procedure on Modified Work Assignments as applicable.

If the employee returns to work on modified duty, the employee's entitlement to time off work consistent with Article 12 will not be extended by the employee's return to work on modified duty. Modified duty time will run concurrently with the leave time provisions of Article 12 for work-related and non-work-related injury or illness time. When the employee returns to work on modified duty, the employee will be paid his/her regular salary for all hours worked and will accrue all benefits including sick leave and vacation for the period the employee is working modified duty. Any accruals which occur as a result of working modified duty cannot be used to extend the illness/injury time allotted and will be accumulated for the employee's use or will be paid to the employee if s/he is unable to return to work.

## **ARTICLE 13 - MEAL ALLOWANCE**

**13.01** - When an employee works a minimum of two (2) hours before or two (2) hours after their shift, and contiguous to the working day, the employee is entitled to a meal at the District's expense.

**13.02** - The meal allowance shall be \$20.00 for each meal earned. Eligibility for the meal allowance must be noted and approved on the time card for the period in which the meal is earned.

The meal allowance payment shall be made in the payroll warrant for the pay period covered, provided the eligibility is approved on the time card. All meal allowance payments will be reported as compensation on an IRS W-2 tax form for the taxable year in which payment is made.

**13.03** - If an employee is called out under emergency conditions, without eight (8) hours or more notice, s/he is entitled to a meal every four (4) hours of continuous work. Such employee will be in a non-pay status while eating, unless the District declares that conditions warrant otherwise.

#### **ARTICLE 14 - UNIFORM ALLOWANCE**

**14.01** - Uniforms shall be provided and maintained, consistent with Administrative Guideline 1.5.1 for all employees in the bargaining unit.

Uniforms and protective garments shall be worn during working hours and not be worn when performing other than District business.

Individual employees are responsible for damage beyond normal wear and tear.

**14.02** - Whenever the District in its discretion determines an employee is required to wear safety shoes, the District shall furnish safety shoes, at a cost of not more than \$325 per fiscal year to purchase up to three (3) pair per employee so required per fiscal year. The \$325 can be divided up in any fashion between the three (3) pairs, but shall never exceed the allowance amount. The District will furnish two (2) pairs of safety shoes to an employee when the employee is first required to wear them.

Whenever an employee believes that a District issued pair of safety shoes needs replacement, the worn pair of shoes shall be examined by the Safety & Health Officer, who shall determine whether or not the shoes need replacement. Employees will be authorized to purchase one (1) pair of replacement shoes at a time, up to three (3) pairs per year. Should an employee require more than three (3) pairs of shoes in any fiscal year, the employee may purchase additional pairs from the District at the District's cost.

Employees required to wear safety shoes shall keep two (2) pairs of such shoes in wearable condition and will not be allowed to work without them. Employees who do not wear safety shoes to work shall be docked pay for any loss of time needed to get them. Shoes which have been replaced may be retained by the employee for use outside of District working hours. Replaced shoes shall not be used while performing work for the District and shall not be used again as exchange for new shoes.

Employees may purchase safety-related accessories that increase safety shoe comfort, durability, longevity, and reduce costs. The following items can be obtained with each safety shoe purchase:

- One pair of insoles
- One bottle waterproofing sealant or oil
- One pair Toe Caps

Note: These items may not be purchased separately from safety shoe purchase.

In addition, an employee, if s/he so chooses may resole a pair of safety shoes using the Safety Shoe allowance.

## **ARTICLE 15 - EMPLOYEE DEVELOPMENT**

**15.01** - Upon request, an employee may, at the discretion of the District, be granted reimbursement for one hundred percent (100%) of the total tuition and textbook costs incurred in taking courses outside of normal working hours related to District employment to an annual maximum of \$5,250.00. Courses may include online or correspondence courses with prior management approval. All such requests for reimbursement must be approved by the District prior to taking the course, and the employee must attain a grade of at least "C" or a passing grade, or its equivalent to be eligible. Employees may be reimbursed if a specific course of instruction is related to the employee's work and will be of immediate and specific application in his/her job or if it will be of value to the employee in the foreseeable future in his/her present position or another position in the District service. The course must be taken during off hours at a regionally accredited institution acceptable to the District.

Reimbursement will be made for tuition, registration fees, laboratory fees, required textbooks and materials in connection with the course of instruction. Reimbursement will not be made for mileage to and from the educational institution. This benefit does not apply to probationary employees.

Upon termination of employment from the District for any reason other than retirement or disability, the employee shall refund to the District the amount of all payments to or for the benefit of the employee made by the District pursuant to this Article during the 12 months preceding termination.

**15.02** - The District will reimburse employees for any examination or certification fees for licenses issued by the State Water Resources Control Board (SWRCB) Division of Drinking Water which are required by the employee's job description as a condition of continued employment, or when specifically requested by the District.

## **ARTICLE 16 - HEALTH AND SAFETY**

**16.01** - The Safety and Accident Prevention Committee shall be comprised of two (2) employees from the Operations Department, and one (1) each from the Finance Department, the Engineering

Department, the Water Resources Department and the Office of the General Manager. One (1) of the members shall be designated by the Association. The other members and the chairperson shall be designated by the District.

**16.02** - The Safety Committee shall advise and make recommendations to the General Manager and his/her designee on all matters pertaining to safe working conditions.

**16.03** - Any employee who believes an unsafe or hazardous working condition exists shall immediately bring such condition to the attention of his/her immediate supervisor.

**16.04** - Employees who disregard or otherwise violate District Safety Rules, Procedures or Practices will be subject to appropriate disciplinary action.

**16.05** - The District shall offer annual hearing tests free of charge to all employees. Such tests shall be mandatory for those employees whose job duties require exposure to noise levels in accordance with the Cal-OSHA standard. Hearing tests will be made available on a strictly voluntary basis for all other employees during the same testing period as the mandatory tests are given. The results of the voluntary hearing test will be given to the employee and not retained by the District.

## **ARTICLE 17 – RETIREMENT**

**17.01** - The District shall participate in the California Public Employees' Retirement System (CalPERS), as amended, for the duration of this Memorandum. The District's contract with PERS provides the following optional benefit amendments:

- a. 2%@ 55 Full, Supplemental or Modified Formula (Government Code Section 21354), August 19, 1991;
- b. One year final compensation (Government Code Section 20042), April 1, 1975;
- c. Post retirement Survivor's Continuance (Government Code Section 21628), April 1, 1975;
- d. Military service credit (1974) (Government Code Section 21024), July 1, 1976;
- e. Sick leave retirement credit (Government Code Section 20965), December 26, 1988;
- f. Fourth Level of 1959 Survivor's Continuance (Government Code Section 21574), July 25, 1997;
- g. 1959 Survivor's Continuance Additional Choice (Government Code Section 21583), April 1, 1998;
- h. Retired Death Benefit (Government Code Section 21623.5), September 1, 2000;

- i. 3% Annual Cost of Living Allowance (Government Code Section 21335), September 1, 2000;
- j. Post Retirement Survivor’s Continuance continues upon remarriage (Government Code Section 21635), January 1, 2000;
- k. Death Benefit continues upon remarriage (Government Code 21551), January 1, 2000; and
- l. [2.5%@55](#) (Government Code Section 21354.4, January 1, 2004.)

In addition to the above amendments, the District adopted resolutions to PERS to provide tax-deferred employee contribution and service credit purchase (IRS Code Section 414 (h) (2)).

- m. 2.0% @ 62 (Government Code Section 7522.20 January 1, 2013)
  - Three Year Average Government Code Section 7522.32
  - Sick Leave Retirement Credit
  - Employee contribution in accordance with Government Code Section 7522.30

**ARTICLE 18 - HEALTH PROGRAMS**

**18.01** – The District will implement a full Flex Cafeteria Plan, effective January 1, 2009, hereby referred to as the “Cafeteria Plan”, for all eligible employees. Under the Cafeteria Plan, employees and their eligible dependents shall be eligible to receive flex dollar allowances to purchase qualified health care coverage.

The District will make available health coverage under the CalPERS Health Benefits Program. Enrollment in the CalPERS Health Plans is mandatory with the exception of the provisions of Dual Coverage Benefit described in paragraph b below. The same plan will cover both the employee and his/her eligible dependents pursuant to CalPERS Health Benefits Program eligibility requirements.

- a. Premium Contribution:  
 The District’s contribution towards coverage under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and eligible dependent(s) shall be the Public Employees’ Health Care Act (PEMHCA) Minimum Employer Contribution (MEC) for coverage as determined by CalPERS on an annual basis. The flex dollar allowance under the District’s Cafeteria plan shall include the MEC. The flex dollar allowance shall be:

Employee only :	\$1,062.26
Employee Plus One dependent:	\$2,124.54
Employee Plus Family:	\$2,761.88

Should the employee select a plan with a premium greater than the flex dollar allowance, the District shall cover the full premium cost of an employee's selected health plan up to the second most expensive HMO or PERS Choice plan offered by CalPERS Health Benefit Program in the Region 1, whichever is greater. Should the employee select a plan with a premium higher than the second highest cost HMO or PERS Choice, and the flex dollar allowance does not cover the full premium, the employee shall pay the difference.

Prior to January 1, 2022, there is no cap on the amount of remainder received as compensation by each employee after their premium has been paid through the flex dollar allowance. Effective January 1, 2022, should the employee select a plan with a premium lower than the flex dollar allowance, the employee shall receive the remainder, capped at 75% of the corresponding eligible Dual Coverage Benefit, as compensation which may be used towards other payroll deductions or taken as cash. The amounts received by the employee following the payment of the medical health premium shall not exceed the following:

Employee only:	\$305.11
Employee plus one dependent:	\$610.23
Employee plus family:	\$793.30

b. Employee Medical Contribution

1. Effective the pay period that includes April 1, 2019, all employees in the bargaining unit shall contribute 0.25% of base salary toward the cost of their medical benefits.
2. The employee's contribution towards medical shall be a pretax contribution as long as the IRS allows it to be.
3. The employee medical deductions shall not occur in the paycheck in which Union dues are withdrawn.

c. Dual Coverage Benefit. An employee and his/her eligible dependents who are eligible for coverage under the District's medical plan and who are covered by another medical plan, may elect to waive coverage under the District's medical plan by certifying the health coverage under another plan provides minimum value within the meaning of the Affordable Care Act and by signing a waiver of benefits form. Employees who waive coverage will receive a flex dollar allowance, as follows:

Employee only:	\$366.70
Employee Plus One dependent:	\$733.39

Employee Plus Family: \$953.41

Effective January 1, 2022, the dual coverage benefit flex dollar allowance will be as follows:

Employee only:	\$406.82
Employee plus One dependent:	\$813.64
Employee plus Family:	\$1057.73

The flex dollar allowance for employees who waive coverage shall be payable to an employee on a monthly basis as long as all of the following requirements are met:

1. The employee remains employed by the District;
2. The employee provides annual confirmation of continued coverage under another medical plan, and
3. Employee completes a waiver of benefits form. If at any time the employee enrolls in the medical coverage offered by the District, the employee will cease to receive a payment for waiving coverage on the date the medical coverage under the District's Plan becomes effective.

### **18.02 - Group Dental Plan**

A comprehensive dental care program is made available to eligible employees and their dependents under the District's Cafeteria Plan. Participation is mandatory for the employee and all eligible dependents.

The District will contract with a dental insurance carrier to provide a Dental PPO option.

The current monthly premium costs will be paid by the District for both the employee and his/her eligible dependents, and become part of the monthly flex dollar allowance available to eligible employees under the District's Cafeteria Plan.

Premium increases for the duration of this Agreement will be borne by the District.

Dental benefits will be paid in accordance with the provisions of the dental carrier's insurance policy. The District agrees to maintain the current scope and level of benefit or seek mutually acceptable alternatives with the Union for the duration of this Agreement.

### **18.03 - Group Vision Care Plan**

The District will continue to provide a vision plan for eligible employees and their dependents. The current monthly vision premium costs will be paid by the District for both the employee and his/her eligible dependents, and become part of the monthly flex dollar allowance available to eligible employees under the District's Cafeteria Plan. Participation is mandatory for the employee and all eligible dependents.

Premium increases for the duration of this Agreement will be borne by the District.

The District agrees to maintain the current scope and level of benefit or seek mutually acceptable alternatives with the Association for the duration of this Agreement.

#### **18.04 - Group Term Life Insurance**

The District shall pay for group term life insurance coverage for an eligible employee equal to the employee's annual base earnings, rounded up to the next \$1,000. The District will pay premiums for dependent life coverage, for all employees with eligible dependents. The dependent life insurance benefit shall be \$1,000 for an employee's spouse or state registered domestic partner and \$1,000 for each eligible dependent child of the employee.

The increase in group term life insurance premiums shall be borne by the District for the duration of this agreement. Benefits are paid in accordance with the provisions of the group term life insurance policy.

#### **18.05 - Group Accident Insurance Plan**

The District shall pay premiums for an Accidental Death and Dismemberment (AD&D) Policy for each eligible employee in an amount equal to the employee's base annual salary. In addition, the District shall pay for an AD&D Policy on an eligible spouse or state registered domestic partner equivalent to 40% of the employee coverage amount and 10% of the employee coverage amount for eligible dependent children of the employee.

Premium increases for the duration of this Agreement will be borne by the District.

At the employee's option s/he may purchase supplementary AD&D coverage as described below:

##### Plans:

##### a. Employee Only Plan

Employee Amount:           \$25,000 increments up to a maximum of \$250,000

b. Employee with Spouse/State Registered Domestic Partner Only

Employee Amount: \$25,000 increments up to a maximum of \$250,000

Spouse/State registered domestic partner Amount: 50% of the employee elected coverage amount

c. Employee with Spouse/State Registered Domestic Partner and Children

Employee Amount: \$25,000 increments up to a maximum of \$250,000

Spouse/State registered domestic partner Amount: 40% of the employee elected coverage amount

Each Eligible Child: 10% of the employee elected coverage amount

d. Employee with Children Only

Employee Amount: \$25,000 increments up to a maximum of \$250,000

Each Eligible Child: 15% of the employee elected coverage amount

Benefits are paid in accordance with the provisions of the AD&D life insurance policy.

**18.06 - Group Wage Continuation Plan**

a. Long Term Disability

The District provides a wage continuation plan for long-term illness or injury. The premium amount is paid in its entirety by the District.

After a waiting period of ninety (90) calendar days, or when paid leave expires, whichever is later, eligible employees shall receive up to two-thirds (2/3) of their base salary up to seven thousand dollars (\$7,000 per month) if disabled, up to age 65.

Benefits are paid according to the provisions of the Long Term Disability insurance policy.

Premium increases for the long-term wage continuation plan for the duration of this Agreement will be borne by the District.

**b. Short-Term Disability:**

The District provides a wage continuation plan for short-term illness or injury. The premium amount is paid in its entirety by the District.

Eligible employees shall receive up to two-thirds (2/3) of their base salary up to weekly maximum of one thousand, six hundred and fifty dollars (\$1,650 per week) for up to twelve (12) weeks.

Benefits are paid according to the provisions of the Short-Term Disability insurance policy.

Premium increase for the short-term wage continuation plan for the duration of this Agreement will be borne by the District.

### **18.07 - Retiree Health Insurance**

The District will make available health plan coverage for eligible retirees and eligible dependents, or surviving spouse or state registered domestic partner pursuant to CalPERS Health Benefits Program eligibility requirements. The District's contribution for retiree coverage shall be the PEMHCA minimum contribution as determined by CalPERS on an annual basis.

a. **Longevity Payments for Employees Hired Before August 1,2002:**

The District shall make a longevity payment on a monthly basis into a Retiree Health Care Trust (Retiree HRA Trust) for employees hired before August 1, 2002, who retire from the District and enroll in the District's retiree healthcare plan (CalPERS Health Benefit Program – PEMHCA). The District's longevity payment into a retiree's Retiree HRA Trust shall be equal to: the difference between the MEC and the greater of: the cost of enrollment of the retiree and his/her family members (if applicable) in their selected eligible Basic medical plan capped at the greater of the highest cost Basic Health Maintenance Organization (HMO) or PERS Choice plan offered by the CalPERS Health Benefit Program in the Bay Area Region. If the retiree and/or surviving spouse or state registered domestic partner are age 65 and/or entitled to Medicare, the District's longevity payment shall be equal to the greater of: the difference between the MEC and the full cost of enrollment, of the retiree and eligible dependents, or the surviving spouse or surviving state registered domestic partner in their selected eligible Medicare/Combination medical plan capped at the greater of the appropriate highest cost Medicare/Combination HMO or PERS Choice plan offered by the CalPERS Health Benefit Program in the Bay Area Region.

The District shall make longevity payment contributions into a retiree's Retiree HRA Trust Account for the duration of the retiree's life and that of their eligible surviving spouse or surviving state registered domestic partner and/or qualified dependent children as determined by PEMHCA. The District shall cease to make contributions into a retiree's Retiree HRA Trust Account upon the retiree's death if the retiree does not have a surviving spouse, state registered domestic partner, or eligible dependent(s), or upon the surviving spouse, state registered domestic partner's, or eligible dependent(s) death if these should succeed the retiree or earlier, on the date the surviving spouse, state registered domestic partner's or eligible dependent(s) cease to be eligible participants in the CalPERS Health Benefit Program (PEMHCA).

**b. Longevity Payment for Employees Hired On or After August 1,2002:**

The District shall make a longevity payment on a monthly basis into a Retiree Health Care Trust (Retiree HRA Trust) for employees hired on or after August 1, 2002, who retire from the District and enroll in the District’s retiree healthcare plan (CalPERS Health Benefit Program – PEMHCA). The District’s longevity payment for employees hired on or after August 1, 2002, who retire from the District, shall be based on the employee’s completed years of credited service with the District and CalPERS as described in Article 18.07 c.

The District’s longevity payment shall be a percentage of the premium cost of coverage calculated based on the years of service of an employee with the District and CalPERS. The premium cost shall either be equal to the MEC or to: the difference between the MEC and the cost of enrollment of the retiree and his/her family members (if applicable), or surviving spouse or state registered domestic partner in their selected eligible Basic medical plan capped at the greater of the highest cost Basic HMO or PERS Choice plan offered by the CalPERS Health Benefit Program in the Bay Area Region. If the retiree and/or surviving spouse or state registered domestic partner are age 65 and/or entitled to Medicare, the District’s longevity payment shall either be equal to the MEC or to the difference between the MEC and the cost of enrollment of the retiree and eligible dependents, or the surviving spouse or surviving state registered domestic partner in their selected eligible Medicare/Combination medical plan capped at the greater of the appropriate highest cost Medicare/Combination HMO or PERS Choice Plan offered by the CalPERS Health Benefit Program in the Bay Area Region.

**c. Longevity Payment Schedule**

For the purpose of determining the District’s longevity payment towards a retiree’s Retiree HRA Trust account; years of credited service shall mean: a minimum of ten (10) years of service with a California PERS participating agency(ies), and a minimum of five (5) years of service, of the ten (10) years of service must be performed exclusively for the District.

Credited Years Of Service	District Longevity Payment (Percentage of Premium Cost)
1-9 .....	MEC
10.....	50
11.....	55
12.....	60
13.....	65
14.....	70
15.....	75
16.....	80
17.....	85
18.....	90
19.....	95

Employees who retire for disability are considered fully vested annuitants entitled to the full employer health benefit contribution equivalent to 100% of the cost of coverage under their selected eligible plan capped at the greater of the highest cost HMO or PERS Choice plan in the Bay Area Region, or when applicable, the greater of the appropriate highest Medicare/Combination HMO or PERS Choice Plan offered by the CalPERS Health Benefit Program in the Bay Area Region.

The District shall make longevity payment contributions into a retiree’s Retiree HRA Trust Account for the duration of the retiree’s life and that of their eligible surviving spouse or surviving state registered domestic partner and/or qualified dependent children as determined by PEMHCA. The District shall cease to make contributions into a retiree’s Retiree HRA Trust Account upon the retiree’s death if the retiree does not have a surviving spouse, state registered domestic partner, or eligible dependent(s), or upon the surviving spouse or state registered domestic partner’s or eligible dependent(s) death if these should succeed the retiree or earlier, on the date the surviving spouse, state registered domestic partner’s or eligible dependent(s) cease to be eligible participants in the CalPERS Health Benefit Program (PEMHCA).

**d. Longevity Payment for Employees hired on or after January 1, 2009**

The District shall make a longevity payment on a monthly basis into a Retiree Health Care Trust (Retiree HRA Trust) for employees hired on or after January 1, 2009, who retire from the District and enroll in the District’s retiree healthcare plan (CalPERS Health Benefit Program – PEMHCA). The District’s longevity payment for employees hired on or after January 1, 2009, who retire from the District, shall be based on the employee’s completed years of credited service with the District as described in Article 18.07 e.

The District’s longevity payment shall be a percentage of the premium cost of coverage calculated based exclusively on the years of service of an employee with the District. The premium cost shall either be equal to the MEC or to the difference between the MEC and the lesser of: the full cost of enrollment of the retiree and his/her spouse/state registered domestic partner or child (if applicable), or surviving spouse or state registered domestic partner in their selected eligible Basic medical plan capped at the lesser of the lowest cost Basic HMO or PERS Choice plan offered by the CalPERS Health Benefit Program in the Bay Area Region. If the retiree and/or surviving spouse or state registered domestic partner are age 65 and/or entitled to Medicare, the premium cost shall either be equal to the MEC or to the difference between the MEC and the lesser of the cost of enrollment of the retiree and eligible spouse/state registered domestic partner or child, or the surviving spouse or surviving state registered domestic partner in their selected eligible Medicare/Combination medical plan capped at the lesser of the appropriate lowest cost Medicare/Combination

HMO or PERS Choice Plan offered by the CalPERS Health Benefit Program in the Bay Area Region.

e. **Longevity Payment Schedule**

For the purpose of determining the District’s longevity payment towards a retiree’s Retiree HRA Trust account, years of credited service shall mean the employee’s years of service with the District, as follows:

Credited Years Of Service with the District	District’s Longevity Payment Percentage of Premium Cost
0 – 9 years	MEC
10 – 14 years	25%
15 – 19 years	50%
20 – 24 years	75%
25 + years	100%

Employees who retire for disability are considered fully vested annuitants entitled to the full employer health benefit contribution equivalent to 100% of the lesser of the cost of coverage under their selected eligible plan capped at the lesser of the lowest cost Basic HMO or PERS Choice plan in the Bay Area Region, or when applicable, the lesser of the appropriate lowest cost Medicare/Combination HMO or PERS Choice Plan offered by the CalPERS Health Benefit Program in the Bay Area Region.

The District shall cease to make contributions into a retiree’s Retiree HRA Trust Account upon the retiree’s death if the retiree does not have a surviving spouse, state registered domestic partner, or eligible dependent(s), or upon the surviving spouse or state registered domestic partner’s or eligible dependent(s) death if these should succeed the retiree, or earlier, on the date the surviving spouse, state registered domestic partner’s or eligible dependent(s) cease to be eligible participants in the CalPERS Health Benefit Program (PEMHCA).

f. **Retiree Health Savings Account – for employees hired on or after January 1, 2019**

The District will implement a Defined-Contribution Retiree Health Benefit Plan, effective for all represented employees hired on or after January 1, 2019. The District will utilize a Retiree Health Savings Account (RHSA) or similar type vehicle. The District’s annual contributions to each eligible employee’s account will be as follows:

Date of hire through completion of probation	-	0%
Completion of Probation through 59 months of service	-	1.0% of \$120,000 (equivalent of approximately \$1,200 annually)

60 months through 131 months of service	- 2.5% of \$120,000 (equivalent of approximately \$3,000 annually)
132+ months of service	- 2.0% of \$120,000 (equivalent of approximately \$2,400 annually)

The District will pursue implementation of the RHSA or similar type vehicle, to be effective once contributions are required to be made and will consult with the Union as required on any outstanding negotiable items required for implementation, items and upon conclusion of final program development for implementation.

**18.08 - Retiree Dental Insurance**

Employees who retire from District service and their eligible dependents will be kept on the active dental plan at the same cost as the active employees. Employees hired after April 1, 1984, must have at least ten (10) years of service with the District and be minimum age fifty (50) at retirement in order to receive this retiree dental benefit. Employees hired after April 1, 1988, must have fifteen (15) years of service with the District and be minimum age fifty (50) at retirement in order to receive this retiree dental benefit.

Dental health care coverage for the retiree’s surviving spouse and eligible dependents of a retiree will be provided by the District, subject to the following qualifications:

1. The surviving spouse must have been married to the employee at least one (1) year prior to the employee's retirement date, and is in receipt of PERS benefits as an annuitant.
2. Coverage will cease if the survivor remarries.
3. Coverage will not be provided for a survivor who is eligible for coverage under another group health plan.
4. The retiree must have been employed by the District at the time of retirement.
5. The survivor must meet the eligibility requirements of the dental insurance carrier.

Employees hired on or after January 1, 2009 shall not be eligible to participate in the District’s retiree dental plan upon their retirement from the District.

**18.09 - Retiree Life Insurance**

Upon retirement, at whatever age, the then current Group Term Life Insurance Plan will be reduced to a flat \$2,000 benefit for the retiree. The benefit will not terminate until the claim is incurred. The District will pay the full cost of the Retiree Life Insurance.

Employees hired on or after April 1, 2009 shall not be eligible for retiree life insurance.

### **18.10 - Retiree Vision Insurance**

Employees who retire from service with the District and their eligible dependents will be eligible to enroll in the Vision Plan offered to active employees. The premium cost for coverage shall be the same for active employees. Employees who were hired after April 2, 1984, must have at least ten (10) years of service with the District and be minimum age fifty (50) at retirement in order to receive this retiree vision benefit. Employees hired after April 1, 1988, must have fifteen (15) years of service with the District and be minimum age fifty (50) at retirement in order to receive this retiree vision benefit.

Vision health care coverage for the surviving spouse and eligible dependents of a retiree will be provided by the District, subject to the following qualifications:

1. The surviving spouse must have been married to the employee at least one (1) year prior to the employee's retirement date, and is in receipt of PERS benefits as an annuitant.
2. Coverage will cease if the survivor remarries.
3. Coverage will not be provided for a survivor who is eligible for coverage under another group health plan.
4. The retiree must have been employed by the District at the time of retirement.
5. The survivor must meet the requirements of the insurance carrier.

Employees hired on or after April 1, 2009, shall not be eligible to participate in the District's retiree vision plan upon their retirement from the District.

## **ARTICLE 19 – WAGES**

**19.01** Employees shall receive pay adjustments as follows:

- Effective the pay period that includes July 1, 2022 all classifications shall be increased by 3.25%. (Note: was negotiated at 3.0% and increased to 3.25% as of November 17, 2021, due to Article 22.03 “Me-Too” Clause.)
- Effective the pay period that includes July 1, 2023 all classifications shall be increased by 3.14%. (Note: was negotiated at 2.75% and increased to 3.14% as of November 17, 2021, due to Article 22.03 “Me-Too” Clause.)
- Effective the period that includes July 1, 2024 all classifications shall be increased

by 3.14%.

**19.02** Salary increases within the ranges designated in the Alameda County Water District Operators Association Pay Rate Schedule shall be made at the following intervals:

- Step 1 -
- Step 2 - 6 months
- Step 3 - 6 months
- Step 4 - 12 months
- Step 5 - 12 months

Advancement from Step 1 to Step 2 is conditioned upon passage of probation. Advancement to any step is conditioned upon satisfactory performance.

New employees may be placed above Step 1 but no higher than Step 4 on the salary scale. The decision on placement shall be made by the General Manager. Such placement shall be determined based on criteria developed by management. Such criteria shall be applied consistently to all new employees. In the event an employee is hired at a step other than Step 1, the minimum time intervals are indicated above.

An employee who is promoted to a position in a higher salary range shall be moved to the next higher step in the new range, provided that, if the amount of increase is two and one-half percent (2 1/2%) or less than the previous step, the employee will advance to the next step in the higher range.

**19.03 Career Service Pay**

Employees who reach 20 years of employment with ACWD shall be moved to the range that is 2½% above their base salary.

Effective the pay period following adoption of the MOU, Career Service Pay shall be amended as follows:

- Employees who reach 10 years of employment with ACWD shall be moved to the range that is 2.0% above their base salary.
- Employees who reach 15 years of employment with ACWD shall be moved to the range that is 3.0% above their base salary, for a total career service pay percentage of 3.0%.
- Employees who reach 20 years of employment with ACWD shall be moved to the range that is 4.0% above their base salary, for a total career service pay percentage of 4.0%.

**19.04 Position Eliminated**

In the event an employee's position is permanently eliminated, the District shall follow the procedure outlined in Appendix 2, Reduction in Force, in addition to using its best efforts to provide said employee with continued employment.

#### **19.05 Pay for Higher Class Work**

An employee assigned to perform the ordinary day-to-day duties and responsibilities of a position of a higher classification for a period of four (4) or more consecutive hours in a working day shall receive the next higher dollar step in the higher pay range, or five percent (5%) over the employee's present wage rate, whichever is greater. The authorizing form will confirm that the employee was specifically directed to perform the duties and responsibilities of the higher position for four (4) or more hours in a working day.

This provision is not applicable to situations deemed by the District to be for training or educational purposes.

Work assignments shall not be changed for the sole purpose of evading the requirement of providing acting pay to an employee who would otherwise be eligible.

#### **19.06 Temporary Employees**

The employment of temporary employees shall be limited to periods of six (6) months duration except for persons temporarily employed for specific distinct work projects of clearly defined durations set forth in written agreements between the District and persons so employed, and except for persons temporarily hired to replace employees on industrial accident leave or other authorized leave. If a temporary employee is retained in a permanent budgeted position in excess of six (6) months, or in excess of the specific duration of a distinct work project as set forth in a written agreement, the employee will be made permanent with full seniority, credit for wages and benefits accrued from date of hire. Temporary employees hired in excess of budgeted permanent positions levels will also be subject to the same time limitation as temporary employees hired into budgeted positions.

#### **19.08 Bilingual Pay**

Employees who utilize bilingual skills as essential to perform their assigned duties shall receive thirty-five dollars (\$35.00) per pay period.

The Human Resources Manager shall, in consultation with the labor-management committee, establish criteria for both the assessment of skills, and the identification of qualifying positions.

#### **19.09 Deferred Compensation**

The District has two (2) Deferred Compensation Plans in which employees may participate:

- a.) 457 Plan – Allows employees to specify a dollar amount to contribute toward retirement, up to an annual maximum. Employees may begin or stop contributions to this plan at any time.
- b.) 401(a) Plan – Provides a one (1) time, irrevocable opportunity for employees to contribute a percentage (1%-20%) of salary toward retirement up to an annual maximum. Employees may also defer a percentage of vacation or management leave balances (1%-20%) on an annual basis, and/or may defer a percentage (1% - 100%) of their final compensation.

### **19.10 Water Certificate Premium**

Effective following adoption, employees in the following classifications who obtain and maintain the following certificate shall receive the premium indicated below:

- Water Treatment Plant Operators and Treatment Facilities Operators
  - Water Treatment T-5 – 5.0%
    - Employees who receive this premium pay shall be required to participate in the T-5 standby pool and will act as a supervisor in accordance with the District’s T- 5 Standby Policy.
      - ❖ Standby compensation shall be the same as the standby compensation for supervisors.
      - ❖ Employees shall be eligible for a minimum of 2 hours of compensation when they report to a District work site.
      - ❖ There shall be no compensation for telephone calls, while on standby, until the combined total of time on all calls exceeds three (3) hours.
      - ❖ Employees shall be eligible for Pay for Higher Class Work for hours worked on-site in an acting supervisor’s role when assigned by management.
    - Employees who possess a Water Treatment T-5 Certificate may select not to participate in the T-5 standby pool. If an employee selects not to participate in the T-5 standby pool they are ineligible for the 5.0% premium. This water certificate premium shall be limited to 5 employees.
    - Employees who possess a Water Treatment T-5 Certificate and chose not to participate in the T-5 standby pool are eligible for a 2.0% premium.

- Water Treatment T-4 – 1.0%
  - This water certificate premium is not available to those employees who are in classifications that require a T-4 Certificate as part of the Classification Minimum Qualifications.
  - For Classifications which require a T-4 Certificate as a Minimum Qualification they are eligible for the following premium pay:
    - ❖ D-2 - 1.0%
- Distribution D-3 Certificate
  - This certificate premium is not available to those employees who are in classifications that require a D-3 Certificate as part of the classification Minimum Qualifications.
  - Employees hired before March 1, 2019, and have a D-3 certificate or take the next available D-3 certificate examination (fall of 2019) shall have a 1.0% premium effective the pay period that includes July 1, 2019.
  - For employees hired before March 1, 2019, and who do not take or pass the next D-3 examination (fall of 2019) shall have the 1.0% premium effective the pay period following notification to the District (Payroll and Human Resources) of passing the D-3 examination.
  - Employees hired after March 1, 2019, are eligible for the 1.0% premium for possessing a D-3 Certificate.
- Employees may receive certification pay premium of a maximum of 2% unless they receive the T5 Standby Pool 5% premium pay.

#### **19.11 – Implementation of 2020 Classification and Compensation Study**

- a. **Classifications** - The District submitted proposals to amend job classifications based upon the recommendations from the 2020 study. These proposed classification changes will be discussed as part of the meet and confer process to be held under Side Letter – Promotion to Advanced Classifications. No amendments will be made to the job classifications unless agreed to as a result of that meet and confer process.

**Compensation** – Effective the pay period following Union ratification and Board adoption Union represented classifications shall be adjusted to meet the 75th percentile of the classification compensation study and associated internal classification links/ties, as shown on Attachment A.

- b. If market adjustments result in a classification range increase of less than 3%, incumbents in those classifications will receive the equivalent adjustment up to 3% in a lump sum payment in November 2021, as shown in Attachment A.
- c. Employees hired prior to July 1, 2021 with salaries at or over the 75<sup>th</sup> percentile will have their existing salaries frozen until future General Cost of Living increases applied to the classification salary schedules exceed their existing salaries. Classifications that are ineligible for a General Cost of Living increase due to exceeding the adjusted salaries, will receive a lump-sum cash payment equivalent to the annual COLA received by the adjusted classification salaries, up to the adjusted classification salary.

Lump sum payments will occur in November following the start of each fiscal year.

## **ARTICLE 20 - MISCELLANEOUS**

**20.01** - Tax Savings Plan - The District shall provide a tax savings plan for employee dependent care and out of pocket medical costs, as provided under Internal Revenue Code Section 125.

### **20.02 – Savings Clause**

In the event that any provision of this Agreement shall be held to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement.

### **20.03 – Existing Laws**

This Memorandum shall be subject to all applicable laws.

### **20.04 – Staffing Analysis and Optimization Study Implementation**

The ACWD Operators' Association agrees to the following:

- Staffing Analysis and Optimization Study Implementation: The ACWD Operator's Association agrees to meet and confer with the District regarding implementation of any and all aspects of the Staffing Analysis and Optimization Study.

Both parties retain their right to meet and confer regarding matters that fall within the scope of bargaining.

## **ARTICLE 21 – DISCIPLINE**

### Disciplinary Process

1. An employee who has successfully passed a probationary period may be disciplined for cause by reprimand, suspension, demotion, or termination. Such disciplinary actions(s) shall be subject to appeal through the Grievance Procedure provided for in Article 7.02 of this Agreement.
2. Employees shall be provided a copy of disciplinary documents placed in their personnel file. Files shall be reviewed annually and purged in accordance with the following schedules:
  - a) Reprimands - 2 years, (or a lesser period, as stated in the reprimand),
  - b) Suspensions of Less Than 10 Days - 5 years, (or a lesser period stated in the decision to suspend),
  - c) Suspensions of 10 days or more, demotions, terminations - permanent, provided, however, that a document scheduled to be purged may be retained for a longer period if it is used as a basis for action taken during the retention period. Upon request, an employee or an association representative with written authorization shall be allowed to review his/her personnel file in the presence of a designated management official. Copies of documents will be made available upon request.
3. Should the District propose to suspend an employee in extreme cases for less than ten (10) days, no advance notice is required. Such a suspension may be used in extreme cases during the proposal period of a more serious punitive action. In the event such an action is taken, it may be immediately subject to the grievance procedure.

Extreme cases shall be defined as follows:

- a) Gross insubordination - belligerent or persistent refusal to follow an instruction.
- b) Fighting or assault occurring at District property.
- c) Under the influence of alcohol or possession or sale of non-prescribed narcotics while on duty.
- d) Theft of District property or property of co-workers, customers or vendors.
- e) Possession of explosives or weapons on District property.
- f) Sabotage or willful destruction of District property.

4. Should the District propose to suspend for ten (10) days or more, or ten (10) days or less in non-extreme cases, demote or terminate an employee, the District shall inform the employee in writing of the reasons and charges for the proposed action at least ten (10) days prior to the effective date of such intended action.

In the event an employee requests a meeting prior to the effective date to discuss the matter, a hearing shall be arranged before the deciding official or a designee so that the employee may show cause why the action should not be taken as proposed. Such meeting should be held within five (5) days from the date of the request, or subsequently by mutual agreement.

The employee may have an Association representative act in his/her behalf, or be accompanied by an Association representative, at any stage of the proceedings following receipt of a written proposal to take punitive action.

## **ARTICLE 22 – DURATION**

**22.01** – The duration of this Agreement shall be from July 1, 2021 through June 30, 2024.

**22.02** – Either party desiring to make changes in the Agreement shall submit said proposals to the other not later than sixty (60) days prior to the expiration hereof.

### **22.03 – “Me-Too” Clause**

- If the Operating Engineers Local No. 3 (OE3) reaches agreement with the District and receives a benefit that exceeds the negotiated benefit for the bargaining unit represented by Alameda County Water District Operators’ Association (OA) in the following areas, the bargaining unit represented by the OA shall receive the same benefit:
  - Implementation of 2020 Classification and Compensation Study:
    - Market percentage placement
    - Lump Sum payments in FY 2021/2022
  - General Cost of Living Increase effective for the following years
    - July 1, 2022 to June 30, 2023
    - July 1, 2023 to June 30, 2024
  - District Flex Dollar contribution
  - District Dual Health Coverage Benefit

## APPENDIX 1

### ALAMEDA COUNTY WATER DISTRICT

#### SENIORITY POINTS

1. INTRODUCTION

This document contains a procedure for filling vacancies that occur in positions covered by the agreement with the union. This document identifies procedures for promotion of employees from within the District.

"Promotion" is defined as the movement of an employee to a regular represented job opening at a higher rate of pay than that received in the employee's current job; or transfer at an equal or lower rate of pay if the transfer is to a job in the lowest-paid classification in a classification other than the one currently occupied by the employee.

2. SELECTING OFFICIAL

The selecting official for the position is the Department Manager in whose department the vacancy exists. Management officials (including supervisors) in the supervisory line over the vacant position may be asked to serve as recommending officials. The General Manager is the appointing authority and thereby retains the right to veto a selection and remand the list to the selecting official for a different selection.

3. MINIMUM QUALIFICATIONS

The District maintains job descriptions for each position which contain a list of minimum qualifications needed by candidates for consideration. Applicants who do not have the minimum qualifications will not be considered and will be so notified.

4. POSTING OF NOTICE

The District posts a notice of each represented vacancy on the District's job posting site and internal intranet for a minimum of ten (10) business days. The notice states the deadline for applications.

5. SENIORITY POINTS FOR ELIGIBILITY LIST

Applications for promotion will be in writing as prescribed by Human Resources. Human Resources will conduct a standard, competitive recruitment process based on candidate qualifications related to the job description and position requirements. The oral board panel interview phase results in the creation of an eligibility list. The top five scores or ranks of the eligibly list are referred to the Hiring Manager for a final hiring interview. The Hiring Manager makes the final hiring selection.

Internal candidates who qualify and reach the oral board panel interview phase (or whatever exam step results in the creation of the eligibility list) will be provided 1 extra point for each year of District service, up to a maximum of 5 points. Internal candidates will not displace external candidates from the list should these extra points place them into the top five scores/ranks. Internal candidates will be added to the top five scores/ranks if the internal promotional points result in a qualifying score/rank.

When all general qualifications and merits are the same between internal and external candidates, an internal candidate will be given preference in hiring over an external candidate, in order to encourage internal staff promotion, growth, and engagement.

6. CAREER LADDER ADVANCEMENT

Occasionally, the District will have an employee in a career ladder position or flexibly-staffed position. This will be prescribed career advancement or a trainee position established at a lower rate of pay as an entry-level opening so that an employee can gain the experience to perform at the journeyman level. When, in the discretion of the employee's Department Manager, the employee is performing at a higher level, a career ladder advancement may be made. This is not a "regular represented job opening" within the meaning of Appendix 1.

a. .



## APPENDIX 2

### REDUCTIONS IN FORCE

1. Reductions in force may be implemented due to lack of work or lack of funds. At least thirty (30) calendar days' notice shall be given to the Association and affected employees in the event of a reduction in force.
2. Temporary employees in affected areas performing bargaining unit work shall be laid off prior to implementation of any reduction in force of permanent employees. Temporary employees shall include students and contract employees.
3. Reductions in force shall be implemented in reverse order of seniority within the affected classification(s). Seniority shall be defined as length of continuous service with the District, including authorized leaves.
4. An employee subject to layoff shall have the right to displace the least senior employee in a classification s/he previously held, in the bargaining unit represented by the ACWD Operators Association, provided the laid-off employee has greater seniority than the employee to be displaced.
5. In the event there is no less senior employee in a classification the laid-off employee previously held, the employee shall have the right to displace the least senior employee in a lower-paid classification within the same occupational series or career path, provided the laid-off employee has greater seniority than the employee to be displaced.
6. In the event the laid-off employee cannot exercise displacement rights under 4 and 5 above, s/he shall have the right to displace the least senior employee in the entry level of a classification series or career path other than his/her own, provided the following conditions are met:
  - a. The laid-off employee must have more seniority than the employee to be displaced, and
  - b. The laid-off employee meets the minimum qualifications and can reasonably be expected to be able to perform the duties of the new classification after a training and orientation period of up to six months.
7. An employee displaced by a more senior employee shall have displacement rights over less senior employees in accordance with this section.
8. A laid-off employee shall have return rights to his/her former classification. The employee shall have up to two (2) weeks after recall to return to the job. Recall to work shall be implemented in seniority order. One refusal shall constitute removal from the recall list. Eligible lists for recall shall remain in effect for a period of three (3) years from the date of layoff.

## APPENDIX 3

### SICK LEAVE STANDARDS

To provide consistency and accuracy in addressing sick leave usage throughout the District, and to provide the means to encourage and enhance employee and supervisor communication. The following standards will be applied.

#### **PROCEDURE:**

1. Finance will prepare and communicate District wide sick leave usage to employees and supervisors on a periodic basis.
2. Supervisors will communicate sick leave use information and discuss standards and implications with employees. They will use the discussions as an opportunity to enhance communication and joint problem solving.
3. Supervisors will informally discuss sick leave use with the employee when annual sick use reaches 64 hours, which does not include protected sick leave. This will be an informal discussion. The discussion will take into consideration mitigating circumstances regarding absences such as major surgery, serious illness or long term injury. The first verbal does not go into the personnel file.

Use the discussion meeting as an opportunity to enhance self-esteem, communication and collaborative problem solving: ask for employees help in solving the problem and jointly schedule a follow up meeting to check the progress. Provide support without removing responsibility.

Document all informal discussions by giving a confirming memorandum to the employee and keeping a copy for the supervisors file. Discussions are informal and documentation is not included in the employee's personnel file.

4. A formal memorandum may be issued in the following two situations:
  - a. When annual sick leave usage reaches 88 hours, the supervisor will discuss the situation with the next management level to determine whether the department recommends formal action. Factors to be considered include:
    1. Prior sick leave records.
    2. Prior counseling.
    3. Mitigating circumstances.
    4. Impact of absence on work performance and work unit operations.
  - b. If at least three informal discussions were conducted in the previous two years and if 64 hours are used in the third consecutive year the employee may receive a formal counseling which will include a written memo for the personnel file.

Note that sick leave used pursuant to the FMLA cannot be used as a basis for disciplinary action.

Note that 48 hours of Family Sick Leave per year cannot be used as a basis for disciplinary action. Such hours can however be considered in informal discussions noting the nature and the impact of leave on productivity and District operations.

5. The supervisor will advise Human Resources of the department recommendation. If a formal memo is recommended by the department, then Human Resources will verify that the appropriate verbal counseling have been conducted. If the department does not recommend formal action, Human Resources will analyze the situation to make sure it follows the procedure and to ensure consistency within the District.

## **APPENDIX 4**

### **PARTNERSHIP STATEMENT**

The District and the Association have agreed on a set of shared goals for the organization.

#### **SHARED GOALS FOR THE ORGANIZATION:**

Employees feel ownership related to the work of the District

- District is competitive within the industry
- The District and the Association work as partners to meet goals
- Good customer service
- Cost effective operations
- Work together for efficient public service
- Meet the needs of customers
- Safe productive work place
- Employees are proud of the District
- Employees have proper compensation and benefits
- Good healthy communications
- Safe, reliable water
- Skilled workforce
- Employee development encouraged
- Recruit, retain, recognize quality workforce
- Enhance morale
- Equal treatment
- Minimize rate increases
- Political stability
- Environmental responsibility
- Financial stability
- Organizational viability

We agree that in order to accomplish these goals we need to form a partnership between the District and the Union that is based on the following core values.

#### **CORE VALUES OF A SUCCESSFUL PARTNERSHIP**

- Open Communication
- No hidden agendas
- All ideas are encouraged and are important
- Respect all opinions
- Allow for mistakes
- Involve everyone who is affected by an issue/problem
- Honesty
- Share responsibility for the success of the partnership and the District

- Commitment
- Be Trustworthy
- Listen for Understanding
- Partners follow through on their agreements
- Value differences
- View change as an opportunity not as a threat
- Be willing to try new approaches to improve service to the customer
- Mutual Respect
- People who do the work know the most about the work

The District and the Association will continue to work together to implement the partnership based on the identified values.

## APPENDIX 5

### TREATMENT FACILITIES OPERATORS

#### Shift Selection/Vacation/Standby

- 1.0 Shift Selection
- 1.1 Operator shift hours shall be defined on the schedule attached as Exhibit A of this agreement.
- 1.2 Operators will be given an annual opportunity to select shifts on a seniority basis (where seniority is defined in Section 1.2.1 below), to be effective in January of each year. Bidding for shifts for the following year will occur in the month of September. Operators, by seniority, will be asked to bid on shifts. Operators will rotate through all the shifts on that side of the week as described in paragraph 3.3.
  - 1.2.1 Seniority for the purpose of selecting a shift is based on time since promotion to a journey level operator position.
  - 1.2.2 Operator seniority effective at the beginning of this agreement will be “grandfathered” in and will not be changed.
- 1.3 If there is a vacancy during the calendar year (outside of the normal shift-bidding period) the vacant shift shall be made available to the operators, subject to the following conditions:
  - A. If the vacancy occurs 60 days or less from the end of the calendar year, the Shift Change Operator (SCO) (s) shall be used to fill the vacant shift. If there are more than 60 days remaining in the year, operators can bid to fill the shift.
  - B. Bidding shall occur in seniority order. Starting with the most senior operator, each operator shall be given the opportunity to take the shift. If an operator declines, the vacant shift will then be offered to the next operator in seniority order. As soon as an operator chooses to accept the shift being offered, it will be awarded to him/her. The operator choosing to move to the vacant shift then gives up his/her old shift, which is then made available to the rest of the operators using the same seniority bidding process.
  - C. Notice of the upcoming shift bid shall be posted by the supervisor at least two weeks in advance.

- D. In order to expedite the process, if an operator does not respond within 2 calendar days of being notified of his/her turn to choose, it will be assumed that he/she chooses to decline the shift and he/she remains in his/her normal shift. Notification will be made in person and/or by voice-mail. An operator may participate in the shift selection process by proxy or by phone.
- E. During each bidding event to fill an empty shift, each operator may move shifts only once (i.e. each operator only gets one “yes” vote in each shift bidding event)
- F. If an operator moving to a new shift had requested and been awarded a particular vacation date, and the new shift includes different scheduled workdays, then that operator must submit a new vacation request for any additional days using the process outlined in Section 2 below. District would attempt to cover any additional hours of vacation by using a Shift Change Operator and then, if needed, by posting the time for overtime.
- G. Should a Shift Change Operator shift become vacant during the year, the operators working shifts the same side of the week would then rotate as described in paragraph 3.3 unless an operator bids for the open Shift Change Operator shift.

## 2.0 Vacations, Coverage and Shift Change Operator

### 2.1 Operators shall submit annual vacation requests consistent with the provisions of the Memorandum of Understanding except as follows:

- A. If an Operator requests that his/her vacation be taken in two or more non-continuous periods, the Operator may not exercise his/her seniority for vacation preference a second time for another vacation period until all Operators have had their first choice of vacation. Seniority shall then determine the second, third or any succeeding consecutive periods of requested vacation.
- B. No additional leave time needs to be included with any request for leave time that includes a holiday. However, time off taken on holidays shall be reviewed on a continual basis. If at any time there are operational difficulties, the length of leave time that includes a holiday shall be increased as described below.

Any requests for leave time including a holiday where an operator is scheduled to work on the holiday must include one day either before or after the holiday. In the event that two holidays occur on consecutive days and an Operator, who is scheduled to work, requests time off on both the holidays, the request must also include at least two days off (one day for each day of holiday) either before and/or after the holiday days. Only those operators whose workday starts (not ends) on the holiday are required to take a day off.

- 2.2 Shift Change Operator will be assigned to maximize coverage of planned absences, when available. Additional shift coverage for planned and unplanned absences will be provided on an overtime basis.
- 2.3
- A. Vacation requests shall be approved up to a maximum of one (1) Operator submitting a request for the same 24 hour period. This shall apply to requests submitted pursuant to Section 2.1 of this agreement (annual requests), as well as to requests submitted during the regular course of the calendar year, provided that the request is submitted at least fourteen (14) days in advance of the scheduled time off.
  - B. Partial single day vacation requests less than the length of the employee's regularly scheduled shift shall be excluded from the one (1) Operator vacation request limit for the same 24 hour period. However, partial single day vacation requests shall remain subject to Supervisor approval.
- 2.4 When submitting a written request, the Operator will also send a voicemail confirming the request to the Supervisor. Requests submitted outside of the time period described in Section 2.1 (non-annuals) will be approved/disapproved within seventy-two (72) hours of submittal, excluding weekends (Saturdays and Sundays) and holidays, subject to confirmation of coverage.
- A. Coverage for approved leave requests falling under this provision will first be provided by Shift Change Operators. In the event that there are no Shift Change Operators available to cover the vacation request, the Supervisor will post the vacation time at least fourteen (14) days prior to the scheduled date(s) for the purpose of obtaining coverage by regular operators. Operators will indicate the hours/days they will commit to work directly on the posted vacation request form. Once the coverage is confirmed by the Supervisor, the covering operator is committed to coverage hours; no changes can be made unless the covering operator finds alternative coverage.
  - B. For any requests for time off that are in excess of the maximum of one (1) Operator off noted above, the Operator requesting the time off will be responsible for obtaining his/her own coverage, if the supervisor so requests (for instance, if Shift Change Operator coverage is deemed not available). This will also apply in the case of all requests (even those for partial shift coverage) submitted less than fourteen (14) days prior to the scheduled vacation date(s); and in cases where an Operator who is scheduled to work on a holiday wishes to request time off on the holiday (including time before or after the holiday, as required in section 2.1 above).

- C. If an Operator agrees to provide coverage for another Operator’s vacation and such coverage is confirmed by the Supervisor, the Operator who has agreed to work shall be responsible for providing coverage.
- 2.5 Voluntary shift trades will be allowed to the extent that this is permissible under the Fair Labor Standards Act, subject to the following requirements:
- A. The substitution is for the convenience of the employees, and at their sole option;
  - B. Each employee is credited as if he or she had worked his or her normal work schedule for that shift, and the hours so worked shall be excluded from hours for which the substituting employee would otherwise be entitled to overtime compensation;
  - C. The Supervisor is notified and will review and approve as appropriate.
  - D. The trade is not for a consecutive period of more than two (2) weeks, the trades must occur within the same pay period, and the operators involved do not use repeated trades to circumvent the shift bidding process in this agreement. However operators may trade entire shifts with the prior approval of their supervisor. For example an operator could trade their night shift rotation with an operator on day shift.
  - E. The employee who agrees to cover the shift will be responsible for such coverage.
  - F. Trades are automatically cancelled should one operator vacate his/her position.
- 2.6 All Treatment Facility Operators, at the District’s sole discretion, may be required to serve standby.

While on standby, Operators will be available to respond to an “emergency duty assignment” within 2 hours (Staff with a hire date prior to July 1, 2016 must be available to respond within 4 hours) at all times. An emergency duty assignment is defined as the situation in which (a) there is no T-2 or higher trained journey level person available except a supervisor or a manager; or (b) an emergency or abnormal plant or system condition exists and the Treatment and Distribution Supervisor determines the standby operator as needed. Illustrative, but not exhaustive, examples of emergency duty assignments include: emergent issues in the facilities/plant, and distribution system such as: the setup, disinfection and sampling of emergency pumping equipment, field investigations of system water loss, and the preparation or operation of facilities and equipment for emergent maintenance or during abnormal conditions.- Attempts would be made to enlist other TFOs on an overtime basis or trained WTPOs on an overtime basis to before the standby would be utilized.

- B. Standby will be rotated among all operator positions **as designed on the shift schedule**. Each operator will serve standby duty for a two (2) week period. Vacant operator positions' standby duty would be offered to trained TFOs first, and then to

other appropriately qualified operators on a voluntary basis. The standby will be served only on the operators' days off.

C. No operator shall be required to work more than sixteen (16) hours in any twenty-four hour period. Standby will commence no sooner than eight (8) hours after the completion of the operator's last work shift. Additionally, the operator on standby could be utilized up to six (6) hours prior to the start of their next shift. Paid standby days are of 24 hour duration, not longer, with compensation for each 24 hour standby day covered as specified in the MOU. A calendar will be developed each year that delineates the standby coverage using these guidelines.

D. An Operator will not be required to assume standby more than one time in every six (6) week period.

- a. Shifts A, B, E, and F. - 24 hour standby days will be from midnight to midnight.
- b. Shifts C, and D – 24 hour standby days will be from noon to noon.
- c. Shifts N and P – 24 hour standby days will be from 0600 to 0600. If N or P are covering different shifts during their standby assignment, the hours of standby coverage would be modified, using the guidelines above, to maximize standby coverage; no standby day would be less than or greater than a 24 hour period.

E. Standby duty can be traded between operators or operators may find suitable replacement coverage provided operators (TFO's and Advance TFO's) are given first priority. All standby trades must be submitted for notification purposes to the Supervisor or the Supervisor's designee, at least 24 hours in advance of the trade. Operators can take the standby duty for other operators on a mutually agreeable basis provided that the 24 hour day(s) being traded can be covered without interference to the affected operators' normal shift(s).

3.0 Scheduling Work Assignments (Duty Operators (day and night), and Shift Change Operator)

3.1 The schedule that is attached to this agreement provides for one (1) Operator per shift. TFOs may be assigned to operating the Distribution System; the Blending Facility; and/or all of the Membrane Facilities. The Shift Change Operator, when not performing shift change duties, also operates the above facilities and/or works on production-related assignments.

3.2 There may be gaps scheduled during the workweek. Scheduling of Shift Change Operators will, to the extent possible, accommodate coverage of these gaps. If a Shift Change Operator is not available to cover a gap period, the gap period will be posted for overtime.

If there are no volunteers to cover the gap period, then coverage, at the supervisor's discretion, may fall under the provisions of Section 3.6.

3.3 The Operators will rotate through shifts on the same side of the week as follows:

A. Movement between first day Duty Operator, second day duty operator, night Duty Operator at MSJWTP, and Shift Change Operator, will be accomplished in the following way: each group of operators on opposite ends of the week will spend one (1) scheduling cycle of thirteen (13) weeks as first day Duty Operator; thirteen (13) weeks as second day Duty Operator; thirteen (13) weeks as night Duty Operator; and thirteen (13 weeks) as the Shift Change Operator.

B. As detailed in the attached schedule, some operators have an “opposite”. For example, an operator working from 06:00 to 18:00 has an opposite who works from 18:00 to 06:00. As there are two (2) day duty operators and only one (1) night duty operator on each side of the week, not every shift has an “opposite”. The pairs of opposites are as follows:

LDD and LND	(Left Day Duty and Left Night Duty)
RDD and RND	(Right Day Duty and Right Night Duty)

C. Shift Change shifts (LR and RR), when not performing Shift Change duties, are from Noon to Midnight on either side of the week.

D. If as a result of a vacancy, an operator chooses to move from one shift to another, he or she must work the rotations printed on the most current schedule for the new shift.

E. The rotations shall be done in such a way as to minimize disruption to the operators’ sleep patterns. If an operator is scheduled to work at night, he or she would not be required to come in the next morning to start his or her rotation, but rather his or her schedule may be shifted up to a week on either side of the start date in order to allow time to compensate. The rotating operators may submit a transition schedule to the supervisor for approval in order to help minimize the impact of the rotation.

3.4 Shift Change Operator shifts, when not covering one of the regular operator shifts or the Distribution Facilities Operator position, will be a day shift, providing the Shift Change Operator flexes biweekly to cover gap periods.

- A. When adjusting the Shift Change Operator's schedule to cover for another operator, in any situation other than an "emergency duty assignment", at least 60 hours (2 1/2 days) notice shall be given to the SCO, unless he/she waives such notice.
- B. The SCO shall not be required to cover a shift that starts less than 12 hours after the one he/she just finished working, except as covered in subsection 4.4 E.
- C. Shift Change Operators will normally only cover vacations on their side of the week, if there is only one Shift Change Operator because of unfilled Operator (TFO) positions, that one operator could be called upon, at the supervisor's discretion, to provide vacation coverage (one at a time) on both sides of the week. In this case, the Shift Change Operator would not be asked to cover consecutive vacations on opposite sides of the week. The Shift Change Operator would always be given a two (2) week period between vacations on opposite sides of the week.
- D. In conjunction with an "emergency duty assignment" Shift Change Operator could be "flexed" with only 8 hours' notice. This "flex" would only be used if a follow-up to an "emergency duty assignment" was necessary. That is the Shift Change Operator not called in for the "emergency duty assignment" might be given 8 hours' notice to "flex" his/her regular shift in order to provide coverage for a lengthy emergency situation.

**Exhibit A to Appendix 5**

2019 Schedule

TFO

Jan. 13, 2019 thru Apr. 16, 2019\*\*  
Dec. 15, 2019 thru Jan. 11, 2020

Apr. 7 2019 thru June 29, 2019\*\*

June 30, 2019 thru Sept. 21, 2019\*\*

Sept. 22, 2019 thru Dec. 14, 2019\*\*

1 06-18 A	open	1 06-18 E	open	1 18-06 C	Jose	1 Relief N	Jose
2 06-18 B	open	2 06-18 F	open	2 18-06 D	Adam	2 Relief P	Adam
3 06-18 E	open	3 18-06 C	Sylvia	3 Relief N	Sylvia	3 06-18 A	open
4 06-18 F	open	4 18-06 D	Ramon	4 Relief P	Ramon	4 06-18 B	open
5 18-06 C	JOSE (C,N,C,N)	5 Relief N	JOSE	5 06-18 A	JOSE	5 06-18 E	JOSE
6 18-06 D	ADAM (D,P,D,P)	6 Relief P	ADAM	6 06-18 B	open	6 06-18 F	open
7 Relief N	Sylvia (N,C,N,C)	7 06-18 A	open	7 06-18 E	open	7 18-06 C	Sylvia
8 Relief P	Ramon (P,D,P,D)	8 06-18 B	open	8 06-18 F	open	8 18-06 D	Ramon

STATIONING LEGEND

D1 = Day Operator  
D2 = Day Operator  
N = Night Operator  
R = Relief

\*\*Note that shifts A,E,C and N will need to rotate between weeks 5 and 6 to maintain 40 hour work weeks. Shifts B,F,D and P rotate between weeks 6 and 1.

1,2	3,4	5,6	7,8	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019	July 2019	Aug. 2019	Sept. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Jan. 2020																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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## APPENDIX 6

### WATER TREATMENT PLANT OPERATOR

#### Shift Selection/Vacation/Standby

##### 1.0 Shift Selection

1.1 Operator shift hours shall be defined on the schedule attached as Exhibit A of this agreement.

1.2 Operators will be given an annual opportunity to select shifts on a seniority basis (where Seniority is defined in Section 1.2.1 below), to be effective in January of each year. Bidding for shifts for the following year will occur in the month of September. Annual shift bidding will start with the two Shift Change Operator (SCO) shifts. Operators, by seniority, will be asked whether they want one of the Shift Change Operator shifts. If a Shift Change Operator shift is filled on a voluntary basis by an operator, then all shifts on that side of the week will be fixed (that is, will not rotate on a continuous basis for that bid year). If none of the operators volunteer for one of the Shift Change Operator shifts, then bidding will proceed as normal for all shifts with the Shift Change Operator position filled automatically in accordance with paragraph 1.3. In this scenario, operators will rotate through all of the shifts on that side of the week as described in paragraph 3.3.

1.2.1 Seniority for the purpose of selecting a shift is based on time since promotion to a journey level operator position.

1.2.2 Operator seniority effective at the beginning of this agreement will be “grandfathered” in and will not be changed.

##### 1.3

A. During the annual shift bid, if there are unfilled WTPO positions, shifts will be left open and not available for bid in the following manner:

1. The first unfilled position will be E shift.
2. The second unfilled position will be F shift.
3. The third unfilled position will be G shift.
4. The fourth unfilled position will be H shift.
5. The fifth unfilled position will be N shift.
6. The sixth unfilled position will be P shift.

B. After the annual shift bid, if WPTO vacancies occur, the vacancies shall be subject to bid as provided in Section 1.5 below. If, at the end of the bid, a night or Shift Change position remains unfilled and there are more than two (2) positions filled on the day shift, the unfilled position will be temporarily filled by moving E if the vacancy is on the side of the week which E works or F if the vacancy is on the side

of the week which F works. If there are only two positions filled on the day shift and a Shift Change shift remains unfilled, then G will be moved to fill the Shift Change shift if the vacancy is on the side of the week which G works and H will be moved to fill the Shift Change shift if the vacancy is on the side of the week which H works.

If additional vacancies occur, the Shift Change Operator on his/her side of the week will be utilized to fill the vacancy. Operators, except for those filling the Shift Change Operator position, will not be required to fill vacancies on the opposite side of the week. When Operators are hired and trained to fill the positions, the new Operators will be moved to fill the positions which were vacant and the Operator(s) who were temporarily transferred to fill the positions will be returned to the shift originally bid.

- 1.4 If there is a vacancy during the calendar year (outside of the normal shift-bidding period) the vacant shift shall be made available to the operators, subject to the following conditions:
- A. If the vacancy occurs 60 days or less from the end of the calendar year, the SCO(s) shall be used to fill the vacant shift. If there are more than 60 days remaining in the year, operators can bid to fill the shift.
  - B. Bidding shall occur in seniority order. Starting with the most senior operator, each operator shall be given the opportunity to take the shift. If an operator declines, the vacant shift will then be offered to the next operator in seniority order. As soon as an operator chooses to accept the shift being offered, it will be awarded to him/her. The operator choosing to move to the vacant shift then gives up his/her old shift, which is then made available to the rest of the operators using the same seniority bidding process.
  - C. Notice of the upcoming shift bid shall be posted by the Advance Operator at least two weeks in advance.
  - D. In order to expedite the process, if an operator does not respond within 2 calendar days of being notified of his/her turn to choose, it will be assumed that he/she chooses to decline the shift and he/she remains in his/her normal shift. Notification will be made in person and/or by voice-mail. An operator may participate in the shift selection process by proxy or by phone.
  - E. During each bidding event to fill an empty shift, each operator may move shifts only once (i.e., each operator only gets one “yes” vote in each shift bidding event)
  - F. If an operator moves to a new shift, he/she is obligated to fulfill any written scheduling agreements made by the previous occupant of that shift unless changes are agreed upon as provided in Section 4.8. For example, if a rotation had been agreed to, this rotation must be done by the new occupant of the shift.

- G. If an operator moving to a new shift had requested and been awarded a particular vacation date, and the new shift includes different scheduled work days, then that operator must submit a new vacation request for any additional days using the process outlined in Section 2 below.

## 2.0 Vacations, Coverage and Shift Change Operators

### 2.1 Operators shall submit annual vacation requests consistent with the provisions of the Memorandum of Understanding except as follows:

- A. If an Operator requests that his/her vacation be taken in two or more non-continuous periods, the Operator may not exercise his/her seniority for vacation preference a second time for another vacation period until all Operators have had their first choice of vacation. Seniority shall then determine the second, third or any succeeding consecutive periods of requested vacation.
- B. No additional leave time needs to be included with any request for leave time that includes a holiday. However, time off taken on holidays shall be reviewed on a continual basis. If at any time there are operational difficulties, the length of leave time that includes a holiday shall be increased as described below.

Any requests for leave time including a holiday where an operator is scheduled to work on the holiday must include one day either before or after the holiday. In the event that two holidays occur on consecutive days and an Operator, who is scheduled to work, requests time off on both the holidays, the request must also include at least two days off (one day for each day of holiday) either before and/or after the holiday days. Only those operators whose workday starts (not ends) on the holiday are required to take a day off.

### 2.2 Shift Change Operators will be assigned to maximize coverage of planned absences, when available. Additional shift coverage for planned and unplanned absences will be provided on an overtime basis.

### 2.3

- A. Vacation requests shall be approved up to a maximum of two (2) Operators submitting requests for the same 24 hour period. Vacant positions may be considered to be someone on vacation for purposes of this section. This shall apply to requests submitted pursuant to Section 2.1 of this agreement (annual requests), as well as to requests submitted during the regular course of the calendar year, provided that the request is submitted at least fourteen (14) days in advance of the scheduled time off.
- B. Partial single day vacation requests less than the length of the employee's regularly scheduled shift shall be excluded from the two (2) Operator vacation request limit for the same 24 hour period. However, partial single day vacation requests shall remain subject to Supervisor approval.

- 2.4 When submitting a written request, the Operator will send a voicemail confirming the request to the Advanced Operators and Supervisors. Requests submitted outside of the time period described in Section 2.1 (non-annuals) will be approved/disapproved within seventy-two (72) hours of submittal, excluding weekends (Saturdays and Sundays) and holidays, subject to confirmation of coverage.
- A. Coverage for approved leave requests falling under this provision will first be provided by Shift Change Operators. In the event that there are no Shift Change Operators available to cover the vacation request, the Advanced Operator will post the vacation time at least sixty (60) days prior to the scheduled date(s) for the purpose of obtaining coverage by regular operators. Operators will indicate the hours/days they will commit to work directly on the posted vacation request form. Once the coverage is confirmed by the Advanced Operators, the covering operator is committed to coverage hours; no changes can be made unless the covering operator finds alternative coverage.
- (1) In the event that fourteen (14) days before the vacation is scheduled there is insufficient coverage for vacation requests submitted under 3.3(a) Management and the Association agrees to meet and confer within 7 calendar days to resolve the vacation coverage problems with long and short-term solutions and review the vacation approval process. Management and the Association agree that coverage is a shared responsibility. Future approvals will be reduced from a maximum of two (2) Operators to one (1) Operator off at one time (i.e. during any twenty four hour period) until the coverage problem has been satisfactorily resolved.
  - (2) For any requests for time off that are in excess of the maximum of two (2) Operators off noted above, the Operator requesting the time off will be responsible for obtaining his/her own coverage, if the supervisor so requests (for instance, if Shift Change Operator coverage is deemed not available). This will also apply in the case of all requests (even those for partial shift coverage) submitted less than fourteen (14) days prior to the scheduled vacation date(s); and in cases where an Operator who is scheduled to work on a holiday wishes to request time off on the holiday (including time before or after the holiday, as required in section 2.1 above). The Advanced Operator shall be provided with written confirmation of the coverage prior to submitting the request to the Supervisor for approval. Approval will be given in these situations only if coverage for those requests submitted under subsection (1) above has been obtained first.
- B. If an Operator agrees to provide coverage for another Operator's vacation and such coverage is confirmed by the Advanced Operator or the Supervisor, the Operator who has agreed to work shall be responsible for providing coverage.

C. If an operator's leave request has been posted and not filled, and another operator requests vacation for the same day and finds his/her own coverage, the employee willing to provide the coverage must cover the shift that was posted first, except as follows:

1. The operator submitting the first request is not denied the time off,

OR

2. The operator agreeing to provide the coverage would not receive at least 12 hours off before or after the shift if required to cover the initial request, but would receive at least that many hours off if covering for the second operator.

2.5 Voluntary shift trades will be allowed to the extent that this is permissible under the Fair Labor Standards Act, subject to the following requirements:

- A. The substitution is for the convenience of the employees, and at their sole option;
- B. Each employee is credited as if he or she had worked his or her normal work schedule for that shift, and the hours so worked shall be excluded from hours for which the substituting employee would otherwise be entitled to overtime compensation;
- C. The Advanced Operator is notified of and transmits the request to the Supervisor, who will review and approve as appropriate.
- D. The trade can be for no more than two (2) consecutive pay periods, and the operators involved do not use repeated trades to circumvent the shift bidding process in this agreement.
- E. The employee who agrees to cover the shift will be responsible for such coverage.

2.6 All Water Treatment Plant Operators will be required to serve standby.

- A. While on standby, Operators will be available to respond to an "emergency duty assignment" within 2 hours (Staff with a hire date prior to July 1, 2016 must be available to respond within 4 hours) at all times. Paid time will begin once the Operator arrives at the District and begins work. An emergency duty assignment is defined as the situation in which (a) there is no T-3 or higher trained journey person available at either plant except a supervisor or a manager; ; or (b) an emergency or abnormal plant or system condition exists and the Treatment and Distribution Supervisor determines the standby operator is needed. Illustrative, but not exhaustive, examples of emergency duty assignments include emergent issues in the plant/facilities, and distribution system such as: plant startups, plant operations during extremely challenging source water, the setup disinfection and testing of emergency equipment, the preparation or operation of facilities and equipment for emergent

maintenance or during abnormal conditions, and system/facility monitoring in circumstances where the on duty WTPOs/TFOs are unable to do so due to response to field or facility emergencies. Attempts would be made to enlist other WTPOs, or trained TFOs if appropriate, on an overtime basis before the standby would be utilized

B. Standby will be rotated among all operator positions as designated on the shift schedule. Each operator will serve standby duty for a two (2) week pay period. Vacant operator positions' standby duty will be offered to existing operators on a voluntary basis. The standby will be served only on the operators' days off.

C. No operator shall be required to work more than sixteen (16) hours in any twenty-four hour period. Standby will commence no sooner than six (6) hours after the completion of the operators' last work shift. Additionally, the operator on standby could be utilized up to six (6) hours prior to the start of their next shift. Paid standby days are of 24 hour duration, not longer, with compensation for each 24 hour standby day covered as specified in the MOU. A calendar will be developed each year that delineates the standby coverage using these guidelines:

- a. Shifts A, B, E and F, J and K (Shifts J & K are standby shifts only and are not bid shifts) - 24 hour standby days will be from midnight to midnight.
- b. Shifts C, D, G and H – 24 hour standby days will be from noon to noon.
- c. Shifts N and P – 24 hour standby days will be from 0600 to 0600. If N or P are covering different shifts during their standby assignment, the hours of standby coverage would be modified, using the guidelines above, to maximize standby coverage; no standby day would be less than or greater than a 24 hour period.

D. An operator will not be required to assume standby more than one time in every six (6) week period.

E. Standby duty can be traded between operators or operators may find suitable replacement coverage provided operators (TPO's and Advanced TPO's) are given first priority. All standby trades must be submitted for notification purposes to the Supervisor or the Supervisor's designee, at least 24 hours in advance of the trade. Operators can take the standby duty for other operators on a mutually agreeable basis provided that the 24 hour day(s) being traded can be covered without interference to the affected operators' normal shift(s).

### 3.0 Scheduling Work Assignments (Duty Operators, Shift Change Operator, and second Operator)

3.1 The schedule that is attached to this agreement provides for two (2) Operators per shift to be assigned to WTP#2, including the night shift. The second Operator at WTP #2 may assist/relieve the duty operator; operate the distribution system, pre-treatment facilities at TP-1, or blending facility; and/or check on production-related field conditions.

3.2 There may be gaps scheduled during the workweek in which there will be no second Operator at WTP #2. Scheduling of Shift Change Operators will, to the extent possible, accommodate coverage of these gaps.

3.3 If there are no volunteers for one of the SCO shifts, then for operators rotating through the Shift Change Operator shift assignment, movement between duty operator at WTP#2, second Operator at WTP #2, , and Shift Change Operator will be accomplished in the following way:

Each pair of opposite operators (A&C; B&D; E&G; F&H; ) will spend one (1) scheduling cycle (six weeks) as duty operator at WTP#2; one scheduling cycle as a second Operator at WTP #2; and every other rotation of two (2) scheduling cycles, alternated with one scheduling cycle as the Shift Change Operator. That is, after six (6) scheduling cycles or thirty-six (36) weeks every operator will have spent six (6) weeks as the Shift Change Operator, plus twelve (12) weeks as duty operator at WTP#2 and twelve (12) weeks as a second Operator at WTP #2.

3.4 Shift Change Operator shifts are fixed (as outlined in the schedule) only when they are not covering one of the ten (10) regular operator shifts or the Solids Handling Operator position.

A. When adjusting the Shift Change Operator's schedule to cover for another operator, in any situation other than an "emergency duty assignment", at least 60 hours (2 1/2 days) notice shall be given to the SCO, unless he/she waives such notice.

B. The SCO shall not be required to cover a shift that starts less than 12 hours after the one he/she just finished working, except as covered in subsection 3.4E.

C. Shift Change Operators will normally only cover vacations on their side of the week, that is, B&D; F&H; and are one vacation coverage group and A&C, E&G; and N are another vacation coverage group. If there was only one Shift Change Operator because of unfilled Water Treatment Plant Operator (WTPO) positions, that one operator could be called upon, at the supervisor's discretion, to provide vacation coverage (one at a time) on both sides of the week. In this case, the Shift Change Operator would not be asked to cover consecutive vacations on opposite sides of the week. The Shift Change Operator would always be given a two (2) week period between vacations on opposite sides of the week.

D. For operators rotating through the Shift Change Operator shift assignment, an operator may only use one week of vacation in any one six (6) week Shift Change Operator scheduling cycle.

E. In conjunction with an "emergency duty assignment" Shift Change Operators could be "flexed" with only 8 hours' notice. This "flex" would only be used if a follow-up to an "emergency duty assignment" was necessary. That is the Shift Change Operator not called in for the "emergency duty assignment" might be given 8 hour

notice to “flex” their regular shift in order to provide coverage for a lengthy emergency situation. Shift Change Operators could be flexed up to 6 hours before or after their normal shift start or end time.

#### 4.0 Rotations

4.1 As detailed in the attached schedule, each operator has an “opposite”. For example, an operator working from 06:00 to 18:00 has an opposite who works from 18:00 to 06:00. The pairs of opposites are as follows:

A and C	E and G
B and D	F and H

4.2 Each pair of opposites may choose to rotate scheduling cycles. That is that the night shift operator works the day shift, and the day shift operator works the night shift.

4.3 When choosing shifts during the annual shift bidding, operators shall declare whether they want to implement rotation(s) or not. If one of the pair of opposite’s wishes to rotate and the other does not, there will be no rotation except as detailed in Section 4.5.

4.4 At any time during the calendar year, the rotation periods may be shifted from one particular six-week cycle to another, or may be expanded or shortened by mutual consent of the affected operators, subject to supervisor approval.

4.5 At any time during the calendar year, the supervisor(s) can require a rotation if he/she determines that such a rotation is warranted for one or both of the individuals. The affected operators shall receive at least four weeks’ notice.

4.6 Vacation requests submitted by an operator required to rotate pursuant to section 4.5 may be denied.

4.7 If as a result of a vacancy, an operator chooses to move from one shift to another, he or she must work the rotations printed on the most current schedule for the new shift.

4.8 The rotations shall be done in such a way as to minimize disruption to the operators’ sleep patterns. If an operator is scheduled to work at night, he or she would not be required to come in the next morning to start his or her rotation, but rather his or her schedule may be shifted up to a week on either side of the start date in order to allow time to compensate. The rotating operators may submit a transition schedule to the Senior and/or Advanced Operators or Supervisor for approval in order to help minimize the impact of the rotation.





## **Side Letter – Promotion to Advanced Classifications**

The District and the Association agree to meet and develop a structured program regarding the requirements to advance from a Treatment Facilities Operator to an Advanced Treatment Facilities Operator, and from a Treatment Plant Operator to an Advanced Treatment Plant Operator.

The program will include specific criteria required to promote to the Advanced classification level in both tracts. Criteria will include:

1. Length of time in District journey-level classification required before promotion will be considered;
2. Performance evaluation criteria for advancement;
3. Certifications required;
4. Task lists and revision for all Operator classifications;
5. Proficiency tests required, what items are required on each test (TFO and TPO tests), and who is responsible for sign-off;
6. Role of the supervisor in assisting the employee in their development and progress towards promotion.

Both parties will begin meeting no later than 60 days following Board adoption of the successor MOU. The process will also include review of changes to the bargaining unit job descriptions as provided in Section 19.10 – Implementation of Classification and Compensation Study 2020 (a).

## **Signatures:**

*(Copy of signature page on file with ACWD Human Resources, signatures not posted online for security purposes)*

### **For Alameda County Water District:**

### **For ACWD Operator's Association**

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Stacey Cue, Chief Negotiator,  
IEDA

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John Dalrymple, Business Representative

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Jennifer Solito, Human Resources  
& Risk Manager

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Nicholas Risso, Water Treatment Plant Operator

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Mike Wickham, Water Supply and  
Production Manager

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Danny Lee, Water Treatment Plant Operator

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Garth Kimball, Member, Human Resources  
Analyst

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Michael Caldwell, Treatment Facilities  
Operator

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Sydney Oam, Supervising Financial Analyst

Ratified by Association membership vote on June 29, 2021.

Approved by the Board of Directors on July 8, 2021.