

ALAMEDA COUNTY WATER DISTRICT
Management/Confidential/Professional (MCP) Employees
Compensation Schedule/Handbook

(Revised: April 8, 2025)

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ALAMEDA COUNTY WATER DISTRICT
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MCP employees have been and are at-will, which means that their employment is for no definite duration and can be terminated at any time by either the District or the employee for any reason, with or without cause, and with or without advance notice.

1.0 SALARIES

Salaries shall be as set forth in the District's Consolidated Salary Schedules.

Salary increases within ranges, if indicated, shall be made at the following intervals:

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

Advancement to any step is conditioned upon satisfactory performance.

1.1 SALARY INCREASES

- a. Effective the first full pay period following Board adoption at the April 8, 2025, regular Board Meeting, all standard classification salary ranges on the classification schedule shall be increased by a one-time, 5% salary adjustment. This salary adjustment is necessary to address prior years' inflation that exceeded projections.
- b. **Wage Increases:**

Cost of Living Adjustments (COLAs) will be provided over the next four years, as follows:
Effective the pay period that includes July 1, 2025, pay shall be adjusted by 3%.
Effective the pay period that includes July 1, 2026, pay shall be adjusted by 3%.
Effective the pay period that includes July 1, 2027, pay shall be adjusted by 3%.
Effective the pay period that includes July 1, 2028, pay shall be adjusted by 3%.

1.2 BILINGUAL PAY

Employees who utilize bilingual skills as essential to perform their assigned duties shall receive thirty-five dollars (\$35.00) per pay period, which shall be reportable to CalPERS for PEPRAs and Classic members.

The Human Resources & Risk Manager shall, in consultation with the Executive Staff, establish criteria for both the assessment of skills, and the identification of qualifying positions.

2.0 HOURS OF WORK AND OVERTIME

Time and one-half compensation is provided to full-time MCP employees not Exempt under the Fair Labor Standards Act (FLSA), for all paid hours exceeding 40 in a seven-day period (between 12:01 A.M. Monday and midnight Sunday).

The hours of work for full-time MCP staff who are Exempt under FLSA shall be eighty (80) hours per payroll period. These employees will account for their time in accordance with the provisions of Administrative Guideline 2.2.15, Labor Standards Act (FLSA) Exempt Employees.

Employees may participate in the Alternative Work Schedule Program (9/80 and 4/10 Program) subject to the guidelines set out in Administrative Guideline 2.2.1, Alternate Work Schedule Program

2.1 MCP STANDBY PAY

Employees in the Treatment and Distribution Supervisor I/II (TDS) and Distribution Maintenance Supervisor I/II (DMS) classifications, and the Engineering Supervisor in the Water Production Division, are required to respond to any problems at the treatment plants and off-hours pipeline leak emergencies. To provide for 24-hour, seven days per week coverage, and address the frequency of these responses, the District provides a formal standby process. Assignments rotate among supervisors, with one TDS and one DMS on standby per week. The per diem rate effective July 1, 2024, will be \$90.58 per weekday and \$116.47 per weekend day and holidays. Standby pay increases at the same rate as any authorized salary change, at the beginning of each Fiscal Year.

In accordance with Administrative Guideline 2.2.15, Fair Labor Standards Act (FLSA) Exempt Employees, if these supervisors, or any FLSA exempt employee, physically respond to the plant or job site for extraordinary events of an extended duration, they may be compensated with straight time pay, hour for hour, with the approval of the General Manager or designee.

3.0 TEMPORARY ASSIGNMENT/ACTING PAY

When an employee is assigned to temporarily replace another employee by assuming the full range of duties and work schedule of a position in a higher classification for three (3) or more consecutive work days, she/he shall be paid the next higher dollar step in the higher pay range, or five percent (5%) over the employee's present wage rate, whichever is greater, for the hours where coverage was provided for the absent employee's work schedule.

Employees who act in a supervisory position may not have the opportunity to perform all the duties of the position (e.g., disciplinary actions, performance evaluations, leave request review, etc.) but they must satisfactorily perform all reasonable duties which arise.

If the employee is temporarily assigned to a special project requiring a scope and level of responsibility substantially above his/her regular position, she/he shall be paid a 5% differential.

In either case, the assignment will be recommended in writing by the Supervisor and approved by the Department Director and Human Resources/Risk Manager prior to the assumption of higher-level responsibilities. Temporary upgrade pay for employees who perform all of the duties of the upgraded classification is reportable to CalPERS for Classic members, but not for PEPRAs members.

4.0 HOLIDAY LEAVE

MCP employees shall receive the following paid 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

Holidays falling on a Saturday will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday. Holiday observances will be adjusted for employees working an alternative workweek schedule that does not regularly include Saturdays and Sundays off.

Beginning in June 2025, MCP employees will be eligible for an additional eight hours of management leave in recognition of the Juneteenth holiday. In future years, the Juneteenth holiday may be added to the list of paid holidays or continue as additional hours of management leave credited for the Juneteenth holiday and will be applied consistently across the District. (See Section 6.0 MANAGEMENT LEAVE below.)

5.0 VACATIONS

The District's vacation year for the purpose of calculating vacation due to each full-time MCP employee is the fiscal year, July 1 through June 30. MCP full-time, non-temporary employees are eligible for vacation accrual as follows:

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

Vacation accrual is prorated for new hires 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.

No employee may use accrued vacation until satisfactory completion of six (6) months of service. Vacation leave does not accrue during any two weeks or more of continuous unpaid leave status. Upon termination of employment with the District, the employee shall be paid for all accrued but unused vacation leave.

5.1 VACATION ACCRUAL LIMIT

Employees who have more than 400 hours of accrued vacation leave as measured in June at the end of the fiscal year, shall be paid in cash for those vacation hours.

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 of June, each year, at the employee's current regular rate of pay. Upon request, all or a portion of the amount cashed-out may be applied to the employee's 457 deferred compensation plan, subject to applicable IRS limits.

5.2 EXTENSION OF RETIREMENT DATE

A retiring employee may extend his or her official retirement date up to ten weeks by using accrued but unused vacation, subject to approval by the employees' Department Director and the Human

Resources/Risk Manager.

6.0 MANAGEMENT LEAVE

6.1 ELIGIBILITY

- All full-time MCP personnel are eligible for Management Leave as indicated below. Effective June 2025, all MCP staff will receive eight (8) hours of additional Management Leave in recognition of the Juneteenth holiday. MCP staff will receive these additional management leave hours unless the Juneteenth holiday is recognized District-wide.

Management and Board-Appointed Staff – 96 hours (plus eight (8) additional hours, unless Juneteenth is recognized District holiday)

Accounting & Treasury Manager	Groundwater Resources Manager
Accounting Supervisor	Human Resources / Risk Manager
Customer Service & Systems Manager	Information Technology Manager
Customer Service Supervisor	Information Technology Supervisor
Development Services Manager	Laboratory Services Supervisor
Director of Engineering & Technology Svcs.	Meter Reader Supervisor
Director of Finance & Administration	Office Supervisor
Director of Operations & Maintenance	Project Engineering Manager
Director of Water Resources	Public Affairs Supervisor
Distribution Maintenance Manager	Purchasing Officer
Distribution Maintenance Supervisor	Special Assistant to GM
Emergency & Security Services Supervisor	Systems Maintenance Supervisor
Engineering Supervisor	Treatment & Distribution Supervisor
Executive Assistant/ District Secretary	Water Production Manager
Facility Maintenance Manager	Water Supply & Planning Manager
Financial Analysis Supervisor	Water Supply Supervisor
General Facilities Supervisor	Well Ordinance Supervisor
General Manager	Water Use Efficiency Supervisor

Confidential and Professional Staff – 80 hours (plus eight (8) additional hours, unless Juneteenth is recognized District holiday)

Accountant I/II	Human Resources Assistant I/II
Administrative Analyst I/II	Human Resources Technician I/II
Administrative Assistant/ADS	Hydrogeologist I/II
Associate Engineer	Information Security Officer
Associate Hydrogeologist	Information Technology Administrator I/II
Business Analyst I/II	Information Technology Analyst I/II
Buyer I/II	
Chemist I/II	
Emergency & Security Services Planner	
Engineer I/II	
Environmental Specialist I/II	
Financial Analyst I/II	
Human Resources Analyst I/II	

Operations Systems Administrator
Operations Systems Analyst
Public Affairs Specialist I/II
QA/QC Officer
Senior Accountant
Senior Administrative
Analyst Senior Business
Analyst Senior Buyer
Senior
Chemist
Senior
Engineer
Senior Financial Analyst
Senior Human Resources Analyst
Senior Human Resources Technician
Senior Information Technology
Senior Public Affairs Specialist
Water Operations Analyst I/II
Water Resources Systems Analyst I/II
Water Use Efficiency Specialist
I/II
Workplace Health and Safety Officer

6.2 CALENDAR YEAR CREDIT

An employee's annual Management Leave entitlement will be credited to the employee's account on a calendar year basis, each January 1.

6.3 CALENDAR YEAR EXCHANGE

Employees who have management leave hours remaining at the close of the calendar year (December 31) will be paid in cash for those hours at the employee's current base hourly rate. The cash payment will be included in a payroll warrant as soon thereafter as practicable. Any hours used on or after January 1, the date the new management leave credit gets granted, will be deducted from the new management leave credit.

Upon request, by December 31, all or a portion of the amount cashed may be applied to the employee's 457 deferred compensation plan for the calendar year in which the management leave credit is cashed out, subject to applicable IRS limits.

6.4 MANAGEMENT LEAVE PRORATED FOR NEW HIRES

For new employees, Management Leave will be prorated from start of service as follows: Employees who begin service from the 1st of the month through the 15th will receive the full Management Leave allotment for the month. Employees who begin service from the 16th through the last day of the month will not receive any Management Leave until the following month.

6.5 TERMINATION/RETIREMENT HOURS

MCP employees who terminate their employment will be paid for unused Management Leave hours.

7.0 SICK LEAVE

7.1 ACCRUAL

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

7.2 USE OF SICK LEAVE

An employee requesting sick leave must personally inform his/her immediate supervisor as soon as possible, unless the employee is medically unable to do so. Approval for use of sick leave may be denied if the employee does not call his or her supervisor to report an absence within thirty (30) minutes of the employee's scheduled starting time. An employee must notify his/her supervisor each day that the employee will be absent, unless the employee is hospitalized or presents a medical note releasing the employee from work for a specified period. Sick leave may not be used in advance of accrual.

The District may, at its discretion, require the presentation of a written statement by a health care provider to support an employee's request to use sick leave.

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 notifies the District as soon as possible and submits a doctor's statement verifying the illness or accident.

Paid holidays falling within periods of sick leave will not be deducted from the employee's total accumulated sick leave.

Upon separation from the District, any unused sick leave will be forfeited. Employees retiring from the District may be able to convert unused sick leave to CalPERS service credit.

7.3 MEDICAL APPOINTMENTS

An employee not considered Exempt under the FLSA, will be allowed up to thirty (30) hours per fiscal year for absences for doctor and dentist appointments for the employee and dependents living in the employee's home or for whom the employee is the primary caregiver, provided that the employee leaves from or returns to work on the day of the appointment. Any additional time required for medical or dental appointments must be charged to the employee's accumulated sick leave.

7.4 FAMILY SICK LEAVE

Up to forty-eight (48) hours per calendar year of sick leave may be used annually to care for a member of the employee's immediate family who is ill or injured. "Immediate family" is defined as the employee's spouse, child, siblings, State registered domestic partner, or other family member living in the employee's home; or a family member not living in the employee's home if the employee is the primary caregiver for that relative. In extraordinary circumstances, the General Manager may approve the use of additional accrued sick leave to care for a member of the employee's immediate family.

- i. Pursuant to AB 1041 (2022), effective January 1, 2023, employees covered by this MCP Compensation Schedule may also utilize Family Sick leave for a "Designated Person", subject to the same rules, regulations, procedures. This section is subject to provisions of Article 8.4.
- ii. Designated Person as defined in AB 1041 (2022) "means any individual related by blood or whose association with the employee is the equivalent of a family relationship."
- iii. Employees utilizing Family Sick Leave for a "Designated Person", shall, at the time of requesting use of Family Sick Leave for a "Designated Person" specifically identify their Designated Person. This specifically identified Designated Person shall remain the same through the end of the calendar year in which the sick leave usage is utilized. However, if the leave is used pursuant to Article 8.4 for CFRA leave, then the CFRA rolling 12-month provision applies to that specific Designated Person.
- iv. Matrix of covered members for use of Family Sick Leave, as per AB 1041 (2022):

(Refer to Matrix on next page)

Matrix 7.4 (iv) below:

Covered “family members” for use of Family Sick Leave, as per AB 1041		
Family Member	Current MCP	AB 1041
Child (biological, adopted, foster child, stepchild, legal ward)	Yes	Yes
Child of domestic partner (Registered Domestic Partner)	Yes (if child living in household; or if not living in household but employee is primary care giver)	Yes
Child whom Employee stands in loco parentis	Yes (if child living in household; or if not living in household but employee is primary care giver)	Yes
Designated Person		Yes
Registered Domestic Partner	Yes	Yes
Parent	Yes	Yes
Grandparent	Yes (if living in household; or if not living in household but employee is primary care giver)	Yes
Grandchild	Yes (if grandchild living in household; or if not living in household but employee is primary care giver)	Yes
Sibling	Yes (if sibling living in household; or if not living in household but employee is primary care giver)	Yes
Spouse	Yes	Yes
Other Family member living in Employee household	Yes	
Family member not living in EE household if Employee is primary care giver	Yes	

7.5 SICK LEAVE DONATION

An employee may donate accrued sick leave to a sick leave donation bank to be used by 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 be utilized for long-term disability coverage. An employee needing donated sick leave should contact Human Resources for assistance.

8.0 LEAVES OF ABSENCE

8.1 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, as amended, or other applicable law. One year of public agency service is stipulated. There shall be no loss of seniority or benefits; however, accrual will be suspended for a period of military service exceeding thirty (30) workdays in any fiscal year.

8.2 BEREAVEMENT LEAVE

The amounts of time allowed below for bereavement leave are maximums 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, grandchild, 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.
 - (i) Bereavement Leave as amended by AB 1949 (2022), effective January 1, 2023, Employees shall have up to five (5) days of bereavement leave, to be used within three (3) months of the date of death as outlined in Matrix 8.2 a (i) below:

Amended Bereavement Leave-compliance with AB 1949 (2022) effective 01/01/2023			
	Current MCP – paid days off:	AB 1949 Compliance (need to add to leave time:)	Total Bereavement Days off:
Bereavement of immediate family member	Twenty-four (24) hours (or three days based upon employee regular work schedule in compliance with AB 1949)	Unpaid 16 hours (or up to two (2) additional days unpaid to comply with AB 1949	Five (5) days
Travel 400 miles	Additional 8 hours (or one additional paid day based upon employee regular work schedule in compliance with AB 1949	Unpaid 8 hours (or up to one (1) additional day unpaid to comply with AB 1949	Five (5) days

- 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 Article 8.2 (a) - up to twelve (12) hours paid leave per fiscal year.
- d. Accrued sick leave or other paid time off may be utilized to provide for pay for bereavement leave that would otherwise be unpaid.

8.3 JURY DUTY

For jury duty, the employee will be allowed time off and will be paid his/her base salary. Day-shift employees shall report for work if released from jury duty within four (4) hours of their regularly scheduled ending time.

8.4 FAMILY AND MEDICAL LEAVE

The Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) provides eligible employees up to 480 hours (12 weeks) of unpaid leave for certain family and medical reasons during a 12-month period. This is determined by the 12-month period measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period. In some instances, leave may be counted under the FMLA but not CFRA, or CFRA but not the FMLA. Leave may be taken for anyone, or for a combination, of the following reasons:

- The birth of a child and to bond with the newborn child within one year of birth,
 - The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement,
 - A serious health condition that makes the employee unable to perform the functions of his or her job, including incapacity due to pregnancy and for prenatal medical care,
 - To care for the employee’s spouse, son, daughter, or parent who has a serious health condition, including incapacity due to pregnancy and for prenatal medical care.
- i. Under CFRA only, in compliance with AB 1041 (2022) effective January 1, 2023, includes “Designated Person” and others as outlined in the Matrix 8.4 (i):

Matrix 8.4 (i):

FMLA/CFRA – “Family Members”:		
Family Member	Covered Under CFRA?	Covered Under FMLA?
Self	Yes	Yes
Spouse	Yes	Yes
Parent	Yes	Yes
Registered Domestic Partner	Yes	No
Child (under 18)	Yes	Yes
Child (over 18 – incapable of self-care/special needs)	Yes	Yes
Adult Child	Yes	No
Child of Registered Domestic Partner	Yes	No (Yes, if employee stands in loco parentis)
Grandparent	Yes	No
Grandchild	Yes	No
Sibling	Yes	No
Designated Person	Yes	No

- ii. Designated Person as defined in AB 1041 (2022) “means any individual related by blood or whose association with the employee is the equivalent of a family relationship.”
 - iii. Under CFRA only: an employee must identify the “Designated Person” for whom CFRA leave is requested, and this Designated Person shall be the same person designated for Family Sick Leave in Article 7.4 and shall be in effect for the CFRA rolling 12-month period; with pay limited to Article 7.4, Family Sick Leave.
- Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty or call to covered active-duty status.

In addition, eligible employees may take up to 26 work weeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. An eligible employee is limited to a combined total of 26 work weeks of leave for any FMLA-qualifying reasons during the single 12-month period.

The twelve (12) workweek limit includes leave for all the above-noted purposes covered by 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.

- a. "Serious health condition" shall be defined as an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- b. If two employees are married to one another or are State registered domestic partners 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.
- c. An employee may substitute any accrued vacation, management leave or sick leave for unpaid CFRA or FMLA leave taken for the employee’s own serious health condition or to care for a new child or a family member with a serious health condition. The substitution of paid leave for unpaid CFRA or FMLA shall not extend the total amount of leave to which the employee is entitled.
- d. If the need for CFRA or FMLA leave is foreseeable, the employee shall provide the District with reasonable advance notice of the leave, preferably at least thirty (30) days beforehand. If the employee's need for family care or medical leave is foreseeable due to a planned medical treatment or supervision, 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 individual requiring treatment or supervision.
- e. 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 applicable CFRA/FMLA regulations.
- f. The District will maintain and pay for coverage under the group health plan for the duration of the CFRA/FMLA leave, whether paid or unpaid, not to exceed twelve (12) workweeks in a twelve (12) month period.
- g. Seniority will continue during the entire period of the family and medical leave, but subject to the exception in (f) above, all other benefits paid by the District will be suspended while the employee is on unpaid leave.
- h. 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 period. An employee requesting intermittent or reduced leave for foreseeable medical treatment will be required to provide the same kind of advance notice and

medical certification of need for the leave as an employee who requires other family care or medical leave.

- i. When an employee returns from 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. All benefits an employee accrued prior to a period of FMLA leave will be restored upon return from leave.

8.5 PREGNANCY DISABILITY LEAVE

An employee whose physician certifies that she is disabled by pregnancy, childbirth, or related medical condition is entitled to an unpaid leave of up to four (4) months.

The District will temporarily transfer the employee to a less strenuous or hazardous position for the duration of the pregnancy if the employee so requests with the advice of her physician, and the transfer can be reasonably accommodated.

Pregnancy Disability Leave (PDL) runs concurrently with FMLA leave but may be taken in addition to baby-bonding leave under the CFRA. (Please refer to Section 8.4).

An employee temporarily disabled due to pregnancy may substitute accrued but unused sick leave, vacation and/or management leave for unpaid pregnancy disability leave.

Seniority will continue during the entire pregnancy disability leave. The employee will continue to be covered by the District's group health insurance during PDL. If the employee fails to return to work after the conclusion of any pregnancy-related disability leave and leave to care for the newborn child, the District may require the reimbursement of these medical premiums contributed on behalf of the employee.

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 four (4) months. If the employee's position has been eliminated, the employee shall have preference in hiring for any suitable position. Accrued but unused benefits will remain credited to the employee.

8.6 INDUSTRIAL ACCIDENT LEAVE

Each full-time permanent 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 do 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.

8.7 EXTENDED NON-INDUSTRIAL ILLNESS OR INJURY LEAVE

Employees who are on leave due to a serious medical condition pursuant to Section 8.4 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 six (6) months, or twelve (12) months. If the period of leave has been so extended 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 Section 8.4, 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.

8.8 ADMINISTRATIVE LEAVE

The District in its sole discretion may approve paid or unpaid administrative leave for employees for various reasons. The merits of each request will be considered in light of the best interests of the District and the citizens served, as well as the employee's welfare.

8.9 UNEXCUSED LEAVE

Failure to report for work for a period exceeding three (3) normal work shifts, without authorization, may be grounds for dismissal.

8.10 MODIFIED WORK ASSIGNMENT

An employee who is unable to perform his/her regular work due to an injury/illness and is medically released to return to work on modified duty will be provided with a modified duty assignment if one is available consistent with the July 1, 2000, administrative procedure on Modified Work Assignments.

If the employee returns to work on modified duty, the employee's entitlement to time off work consistent with Article 8 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 8 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.

8.11 INDUSTRIAL MEDICAL APPOINTMENT LEAVE

An employee who is absent for a medical or dental appointment related to an industrial injury/illness shall charge the time necessary for the appointment to industrial Medical Appointment Leave. Once the employee has reached the Maximum Medical Improvement (MMI) or has become Permanent and Stationary (P&S), the employee must use Sick Leave or Medical Appointment Leave to attend these appointments.

9.0 UNIFORMS AND SAFETY SHOES

Uniforms shall be provided and maintained for all eligible MCP employees. Safety shoes shall be provided, as needed, for all eligible MCP personnel. Uniform allowance is reportable to CalPERS for Classic members, but not for PEPRA members.

10.0 MANAGEMENT ALLOWANCE

MCP employees shall be eligible for a management allowance of up to \$1000 per fiscal year, which may be used for any of the following pre-approved expenses:

- a. Reimbursement for approved professional society or service organization dues, technical publications, journals and periodicals, and other professionally related costs.

- b. Reimbursement of up to 100% of the cost of one Internet account subscription service. Reimbursement of up to 100% of the cost of pre-approved job-related software or hardware.

The only software eligible for reimbursement will be those software packages either listed in Administrative Guideline 4.1.4, Standard Software Policy, or documented as pre-approved and job-related by a Department Director.

- c. Reimbursement of 100% of one employee personal cell phones' monthly usage charge. Eligibility for this reimbursement requires all of the following:
 - The employee has not been issued a District cell phone.
 - The employee provides their cell phone number to the Operations Office Supervisor. Note: It is recommended the cell number correspond to the number provided for the Rapid Alert Notification System (RANS).
 - The employee recognizes that District personnel may contact him/her via the cell phone, if needed for District business.
 - The employee understands their cell phone number will be published on the District's intranet.
- d. The cost of tuition or textbooks for coursework related to District employment, as described in Section 12.0 Educational Assistance.
- e. Reimbursements shall be processed from a completed MCP Allowance form signed by the employee and Supervisor. Consumable computer-related items are not eligible for reimbursement through an employee's MCP Allowance. This includes items such as CD's, DVD's, printer paper, ink cartridges, etc. In addition to the \$1000 management allowance, the District will reimburse employees for state registration and certification renewal fees related to District employment.
- f. Employees hired or promoted to MCP positions on or before December 31 are eligible for the full management allowance for that current fiscal year. Employees hired after December 31 will not be eligible until the following fiscal year.
- g. Management allowance is not reportable to CalPERS for Classic or PEPRAs members.

11.0 EDUCATIONAL ASSISTANCE

MCP staff with six months or more of District service may request reimbursement for tuition and textbook costs incurred in taking courses outside of normal working hours that are related to District employment. All such requests for reimbursement must be approved by the District before taking the course, and the employee must attain a grade of at least "C", or a passing grade, or its equivalent to be eligible. The course content must have some direct relationship to the work of the District and should be aimed at improving the quality of the employee's work or performance. Courses must be taken through an institution which is regionally accredited institution acceptable by the District, or through an institution that provides a recognized professional examination review course acceptable by the District.

The District will reimburse up to 100%, to an annual maximum of \$5,250, of approved costs of tuition or textbooks under the Educational Assistance program. An employee may also use any available management allowance to be reimbursed for expenses exceeding the \$5,000 annual maximum. Education reimbursements are excludable from taxable wages up to the limit defined in the IRS Publication 970.

12.0 RETIREMENT

12.1 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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 contract provisions:

Classic Member - Defined: An employee who is a member of CalPERS or a reciprocal California

public retirement system as of January 1, 2013 and within six months prior to date of hire at ACWD. All members that do not fall into the definitions under “New Member” below are considered Classic Members.

Classic Member Provisions:

- a. 2.5% @ 55 Formula for Local Miscellaneous Members, Section 21354.4, 12/22/2003;
- b. Pre-Retirement Option 2W Death Benefit, Section 21548, 8/24/2009;
- c. Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service, Section 21023.5, 4/13/2005;
- d. \$5000 Retired Death Benefit, Section 21623.5, 9/1/2000;
- e. 3% Annual Cost-of-Living Allowance Increase, Section 21335, 9/1/2000;
- f. Post-Retirement Survivor Allowance to Continue After Remarriage. Section 21635, 1/1/2000;
- g. Pre-Retirement Death Benefits to continue after remarriage of survivor, Section 21551, 1/1/2000;
- h. Additional Opportunity to Elect 1959 Survivor Benefits, Section 21583, 4/10/1998;
- i. 1959 Survivor Benefit Level 4; Section 21574, 7/25/1997;
- j. Unused Sick Leave Credit - Local Member, Section 20965, 12/26/1988;
- k. Military Service Credit as Public Service, Section 21024, 7/1/1976;
- l. Final Compensation 1 Year, Section 20042, 4/1/1975;
- m. Post-Retirement Survivor Allowance, Section 21624/21626, 4/1/1975;
- n. Prior Service, Section 20055, 2/1/1958;
- o. Employer Paid Member Contribution: The District will pick up 2.5% of the employee’s PERS retirement contribution.

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

PEPRA/NEW Member - Defined:

- a. A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months; or
- b. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system; or
- c. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who either (1) is not eligible for reciprocity with another California public retirement system, (2) did not become a member of a reciprocal California public retirement system until on or after January 1, 2013, or (3) has a break in service of greater than six months from their reciprocal California public retirement system.

PEPRA/NEW Member Provisions:

- a. 2% @ 62 Formula for Miscellaneous/Industrial Members, Section 7522.20, 1/1/2013;
- b. Final Compensation 3 Year, Section 20037, 1/1/2013;
- c. Pre-Retirement Option 2W Death Benefit, Section 21548, 8/24/2009;
- d. Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service, Section 21023.5, 4/13/2005;
- e. \$5000 Retired Death Benefit, Section 21623.5, 9/1/2000;
- f. 3% Annual Cost-of-Living Allowance Increase, Section 21335, 9/1/2000;
- g. Post-Retirement Survivor Allowance to Continue After Remarriage, Section 21635, 1/1/2000;
- h. Pre-Retirement Death Benefits to continue after remarriage of survivor, Section 21551, 1/1/2000;
- i. Additional Opportunity to Elect 1959 Survivor Benefits, Section 21583, 4/10/1998;
- j. 1959 Survivor Benefit Level 4, Section 21574, 7/25/1997;
- k. Unused Sick Leave Credit - Local Member, Section 20965, 12/26/1988;

- l. Military Service Credit as Public Service, Section 21024, 7/1/1976;
- m. Post-Retirement Survivor Allowance, Section 21624/21626, 4/1/1975;
- n. Prior Service, Section 20055, 2/1/1958.

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

12.2 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 irrevocably elect upon enrollment to defer a percentage of vacation or management leave balances (1% - 20%) on an annual basis, and/or to defer a percentage (1% - 100%) of their final compensation.

The 401(a) Plan is also designed to accept the District's matching of employees' contributions. Beginning April 13, 2025, the District will match Classic Member contributions of up to \$2,250 per year in the 401(a) plan. Beginning April 13, 2025, the District will match PEPRA members contributions of up to \$6,250 per year in the 401(a) plan, on behalf of the employee. Effective with the calendar year 2030, District matching contributions will be \$1,000 for Classic Members and \$5,000 for PEPRA Members. The employee must make the contributions to the 457 plan to receive the District's matching contribution.

13.0 HEALTH AND INSURANCE PROGRAMS

13.1 MEDICAL PLANS

The District will make available health coverage under the CalPERS Health Benefits Program. Enrollment in one of the CalPERS Health Plans is mandatory unless an employee elects to waive coverage under Section 14.1(b) below. The same plan will cover both the employee and his/her eligible dependents pursuant to CalPERS Health Benefits Program eligibility requirements.

The District implemented a cafeteria plan, effective January 1, 2009, hereby referred to as the "Cafeteria Plan", for all eligible employees. Under the Cafeteria Plan, employees shall be entitled to receive a District contribution in the form of a monthly "flex dollar" allowances to purchase qualified health care coverage or other benefits made available under the Cafeteria Plan or received as additional taxable compensation.

a. **Premium Contribution:**

The District's contribution towards coverage under the Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and eligible dependents 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. Employees may use their monthly flex dollar allowance to purchase qualified benefits in accordance with the terms of the Cafeteria Plan.

The monthly flex dollar allowance shall be:

Employee Only:	\$1,062.26
Employee Plus One Dependent:	\$2,124.52
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 Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) offered by CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS lists Alameda County), whichever is greater, even if that amount exceeds the flex dollar allowance. Should the employee select a plan with a premium higher than the second highest cost HMO or PERS Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis), and the flex dollar allowance does not cover the full premium, the employee shall pay the difference.

Effective January 1, 2022, should the employee select a plan with a premium lower than the flex dollar allowance, the difference between the premium for the selected plan and the flex dollar allowance, capped at 75% of the corresponding eligible Dual Coverage Benefit, may be used towards the purchase of other benefits made available under the Cafeteria Plan or received as additional taxable compensation. The amount received by the employee following the payment of the medical health premium shall not exceed the following:

Employee only:	\$275.03
Employee plus one dependent:	\$550.04
Employee plus family:	\$715.06

Effective January 1, 2026, the flex dollar allowance shall be the amount equal to the Kaiser medical plan rates for the Bay Area Region based on individual, two party, or family coverage. This will take the place of the District's previous flex dollar allowance plan.

The District shall cover the full premium cost of an employee's selected health plan up to the flex dollar allowance. For employees who select a medical plan with a higher premium cost than the flex dollar allowance, the District shall supplement the flex dollar allowance with a supplemental benefit equal to 25% of the premium cost difference, in excess of the flex dollar allowance. An employee who selects a health plan with a lower premium cost than the flex dollar allowance shall not receive payment of the difference.

For example, using 2025 rates:

1. If an employee selecting two-party coverage chooses the PERS Platinum health plan, which has a premium that is \$726.40 more expensive each month than the two-party Kaiser rate, the employee's contribution toward the premium will be 75% of that differential or \$544.80 per month. The District's contribution will be \$2,407.40. The District's contribution consists of \$2,225.80 (the Kaiser rate) plus \$181.60 for a 25% share of the premium difference in excess of the Kaiser rate.
2. If an employee selects family coverage on the PERS Gold health plan, the District will cover the entire \$2,635.62 premium because it is less than the Kaiser rate of \$2,893.54. The employee will not receive any cash back or additional flex dollar allowance from the District for selecting a less expensive health plan.

b. 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 equivalent to 40% of the eligible Kaiser premium, aligned with annual benefit increases. The 2025 allowance effective as of the first payroll period following adoption of the updated MCP Handbook is as follows:

Employee Only:	\$445.16
Employee Plus One Dependent:	\$890.32
Employee Plus Family:	\$1,157.42

The flex dollar allowance for employees who waive District coverage, shall be payable to an employee on a monthly basis as long as all of the following requirements are met a) the employee remains employed by the District; b) the employee provides annual confirmation of continued coverage under another medical plan, and c) 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.

13.2 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 while this Handbook (April 2025 version) is in effect 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 while this Handbook (April 2025 version) is in effect.

13.3 GROUP VISION CARE PLAN

The District will provide Vision Service Plan with \$10 deductible for employee and dependents, with the premium to be fully paid by the District. 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 while this Handbook (April 2025 version) is in effect. will be borne by the District. The District agrees to maintain the current scope and level of benefit or seek mutually acceptable alternatives while this Handbook (April 2025 version) is in effect.

13.4 GROUP BASIC LIFE INSURANCE

Group life insurance is provided by the District at no cost to employees. The life insurance benefit

is equal to 1.5 times the employee's annual base earnings, rounded up to the next \$1,000, up to a maximum of \$250,000. The District also provides no-cost dependent life insurance for all employees with eligible dependents. The dependent life insurance benefit is equal to \$1,000 for the spouse, registered domestic partner and each eligible child of the employee. Benefits are paid in accordance with the provisions of the life insurance policy. Eligible employees may purchase supplemental life coverage for the employee only, spouse and/or child, as follows: Employee: \$10,000 to a maximum of \$500,000, in \$10,000 increments, not to exceed 5 times basic yearly earnings. Approved: 09/11/2008 Revised: January 2022 Spouse or Domestic Partner: \$10,000 to a maximum of \$500,000, in \$5,000 increments, not to exceed the employee's amount of supplemental life coverage. Child (from birth but less than 6 months of age): \$1000 Child (6 months but less than 26 years of age): \$2,000 to a maximum of \$10,000, in \$2,000 increments.

13.5 GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

The District provides Accidental Death and Dismemberment (AD&D) insurance for each eligible employee in an amount equal to the employee's annual salary, up to a maximum of \$150,000. In addition, the District pays for AD&D coverage for the spouse, eligible domestic partner, or child of each employee. Benefits are paid in accordance with the provisions of the AD&D insurance policy. Eligible employees may purchase supplemental AD&D coverage for the employee only, spouse and/or child, as follows: Employee: \$10,000 to a maximum of \$500,000, in \$10,000 increments. Spouse or Domestic Partner: \$10,000 to a maximum of \$500,000, in \$5,000 increments, not to exceed the employee's amount of Supplemental AD&D coverage. Child (from birth but less than 6 months of age): \$1000 Child (6 months but less than 26 years of age): \$2,000 to a maximum of \$10,000, in \$2,000 increments. Premium increases for supplemental coverage selected by the employee will be borne by the employee. Premium increases for basic employee coverage will be borne by the District. Any premium decreases under the supplemental AD&D coverage program will be passed on to the employee. Benefits are paid in accordance with the provisions of the AD&D life insurance policy.

13.6 LONG TERM DISABILITY INCOME INSURANCE

The District provides a wage continuation plan for long-term illness or injury. The premium amount is completely paid for by the District. After a waiting period of ninety (90) consecutive days, eligible employees may receive up to two-thirds of their base salary (not to exceed \$15,000 monthly). Long Term Disability (LTD) income benefits are paid for the duration of the employee's disability or to the maximum period of payment in accordance with the provisions of the LTD insurance policy. Premium increases for the wage continuation plan will be borne by the District.

13.7 SHORT TERM DISABILITY

The District provides Short Term Disability coverage of 66 2/3% of weekly earnings for up to 12 weeks with a maximum weekly benefit of \$2,350. This coverage is provided at no cost to the employee. Benefits are paid according to the provisions of the Short-Term Disability insurance policy.

13.8 RETIREE HEALTH INSURANCE

The District will make available health plan coverages for eligible retirees and eligible dependents, or surviving spouse or 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 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 Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County). If the retiree and/or surviving spouse or registered domestic partner are age 65 and/or entitled to Medicare, the District's longevity payment shall be equal to the difference between the MEC and the cost of enrollment, of the retiree and eligible dependents, or the surviving spouse or surviving registered domestic partner in their selected eligible Medicare/Combination Medicare plan capped at the greater of the appropriate highest cost Medicare/Combination HMO or the PERS Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County).

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 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, through December 31, 2008:

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 Section 14.7c.

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 the PERS Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) plan offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County). If the retiree and/or surviving spouse or 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 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 Gold Medicare/Combination (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) plan offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County).

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
20 or more	100

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 Basic HMO or PERS Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) in the Bay Area Region, or when applicable the greater of the appropriate highest Medicare/Combination HMO or PERS Gold Medicare/Combination (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) Plan offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County).

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 or state registered domestic partner, or eligible dependent(s), or upon the surviving spouse or registered domestic partner's or eligible dependents(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, through December 31, 2018:

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 Section 14.7e.

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 cost of enrollment of the retiree and his/her spouse/state registered domestic partner or child (if applicable), or surviving spouse or registered domestic partner in their selected eligible Basic medical plan capped at the lesser of the lowest cost Basic HMO or PERS Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) plan offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County). If the retiree and/or surviving spouse or 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 Gold Medicare/Combination (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) Plan offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County).

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 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 Gold plan (or its future successor plan, but shall not include the highest cost PPO, any EPO's or PORAC for comparison basis) Plan offered by the CalPERS Health Benefit Program in Region 1 (or whichever region CalPERS places Alameda County).

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 (RHSA)– for employees hired on or after January 1, 2019

The District will implement a Defined-Contribution Retiree Health Benefit Plan, effective for all MCP employees hired on or after January 1, 2019. The District will utilize a Retiree Health Savings Account (RHSA) or similar type vehicle. Effective with the payroll period that includes July 1, 2025, District contributions to the RHSA will be subject to an annual increase in the amount of salary increase COLA. The District’s annual contributions to each eligible employee’s account will be as follows:

Date of hire through 6 months of employment	0%
Completion of 6 months employment through separation of service	Prior to 2025, 2% of \$120,000 (equivalent of approximately \$2,400 annually) plus \$25.00/annually.

RHSA COLA Increases 2025-2028	Annual contribution amount with 3% yearly COLA
2025	\$2,472.00
2026	\$2,546.16
2027	\$2,622.54
2028	\$2,701.22

The District will pursue implementation of the RHSA or an equivalent plan, to be effective once contributions are required to be made.

13.9 RETIREE DENTAL AND VISION INSURANCE

Retired employees and their eligible dependents will be provided with dental insurance and vision care insurance. Employees hired on or after August 1, 2002, 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 and vision benefit. Employees hired on or after April 1, 2009, shall not be eligible to participate in the District’s retiree vision or dental plan upon their retirement from the District.

13.10 RETIREE LIFE INSURANCE

Upon retirement, at whatever age, the then current Group Life Insurance Plan will be reduced to a flat \$4,000 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.

13.11 SURVIVORS’ HEALTH CARE BENEFITS

The District will make available health plan coverage for the eligible survivor and eligible

dependents of a retiree pursuant to CalPERS Health Benefits Program eligibility requirements.

13.12 SURVIVORS' DENTAL AND VISION BENEFITS Dental and vision care coverage for eligible survivors and dependents of an MCP retiree will be provided by the District, subject to the following qualifications:

- a. The surviving spouse must have been married to the employee (or in a registered domestic partnership with the employee) for at least one year prior to the employee's retirement date and must be a PERS Annuitant.
- b. Coverage will cease if survivor remarries or re-registers as a domestic partner.
- c. Benefits will not be provided for a survivor who is eligible for coverage under another plan.
- d. The retiree must have been employed by the District at the time of retirement.
- e. Survivors must meet requirements of the insurance carrier.
- f. To be eligible, employees must have been employed by the District prior to April 1, 2009, and have 15 years of District service at the time of retirement in order to receive this Survivor's Continuance Benefit.

If the survivor was the spouse of an ACTIVE employee; additionally:

- a. The deceased employee must have been eligible for retirement at the time of death.
- b. The employee must have been employed by the District prior to April 1, 2009, and have fifteen (15) continuous years of District service with ACWD at the time of death.

14.0 TAX SAVINGS PLAN

The District provides a tax savings plan for employee dependent care and out of pocket medical costs, as provided under Internal Revenue Code Section 125.

15.0 COMMUTER BENEFIT

The District shall develop a nontaxable qualified transportation fringe benefit program under which employees shall be eligible to receive up to \$150 per month, after providing sufficient documentation, for utilizing public transportation or a vanpool for commuting to and from work. Once the program is developed and an Administrative Procedure is released, employees may submit reimbursement requests with appropriate substantiation.

16.0 "ME-TOO" CLAUSE

District agrees to the following:

If the Alameda County Water District's Operating Engineers Local 3 or the Operators Association receives a benefit that exceeds the benefits for the MCP group in the following areas, the MCP group shall receive the same benefit:

- o Cost of Living Increases
- o Medical Benefits
- o One-time or "catch-up" salary increase

ALAMEDA COUNTY WATER DISTRICT

By: /s/ ED STEVENSON

Ed Stevenson

General Manager

Exhibit A

FY 2021/22 Classification and Compensation Study