

**MEMORANDUM OF UNDERSTANDING**

**between the**

**ALAMEDA COUNTY WATER DISTRICT**

**and**

**OPERATING ENGINEERS**

**LOCAL NO. 3 AFL-CIO**

**April 1, 2025 to March 31, 2029**

**ALAMEDA COUNTY WATER DISTRICT AND THE  
OPERATING ENGINEERS  
LOCAL UNION NO. 3  
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 Operating Engineers Local Union No. 3 AFL-CIO, ACWD Chapter, 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 Operating Engineers Local Union No. 3 AFL-CIO (hereafter referred to as the "Union") as the majority representative of regular employees (probationary, defined-term, and permanent) in the Engineering, Finance, Operations and Maintenance, and Water Resources departments of the District within the class titles enumerated in the Salary Rate Schedule, which is attached hereto and made a part hereof. For the purposes of this Agreement, supervisory, confidential and professional staff personnel and positions represented by the ACWD Operators' Association are excluded.

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

## **ARTICLE 2 - DUES DEDUCTION**

**2.01** The District shall deduct Union dues from a represented employee's pay upon submission by the Union of a written request. The request shall include a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Union dues, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the District shall notify the Union and make the requested deduction changes only upon receipt of a proper certification. All current employees who have authorized Union dues being deducted from their pay shall continue to have them deducted unless and until the Union informs the District that the employee has terminated their membership.

**2.02** The District will make available to the Union a list or database that includes the following information for each represented employee: name; classification; department; work location; work, home, and personal cellular telephone number; home address; and Union dues amount deducted; if on file with the District.

The Union is responsible for all decisions to initiate, change, and cancel Union dues, and for all matters regarding an employee's revocation of an authorization, and the District shall rely solely on information provided by the Union on such matters. The District shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The District shall not seek to resolve disputes between the Union and represented employees about Union membership, the amount of Union dues, or revoking authorizations for deductions. The District, nor any of managers, shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those to the Union agent.

**2.03** 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 union office within 15 business days of the withholding.

Membership in the Union 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 Union will represent all employees in the unit fairly and equally, without regard to whether an employee is a member of the Union.

**2.04** The Union 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.

The Union shall indemnify, hold harmless, and defend the District against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the District's compliance with this Section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the District shall provide written notice of any claim to the Union in a reasonable timeframe, (ii) the District shall provide a reasonable amount of assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim with input from the District as appropriate; provided, however, that the District shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the District in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the District, or agreeing to any injunctive relief or consent decree being entered against the District, without the consent of the District. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against the District.

### **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 Union 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 Union.

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

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, 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 Union representation at any investigatory meeting which could lead to disciplinary action, if the employee so requests it.

**ARTICLE 4 - RIGHTS OF THE UNION**

**4.01** The Union 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 Union 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 to full-time Union Representatives for the purpose of processing grievances or contacting members of the organization 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.

A Union bulletin board shall be provided at Headquarters, TP1, TP2, Crew Room, Finance Department, and Engineering Department (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 Union may serve as Union Stewards for the purpose of assisting other Union 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 Union may select a committee comprised of six (6) members, one each from Operations, Finance and Engineering and three at large, 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 workstation 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 bargaining unit personnel.

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 Union 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 Union representative, or the union representative, or steward may present the grievance orally to the immediate supervisor within fifteen (15) days after the employee or the union 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 a Union 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 Union shall convene a Step 2 meeting. Such meeting shall involve the grievant(s), the Union 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 Union, the grievance may be submitted to arbitration. Failure of the Union 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 ensure 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 Union 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 Business 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 Union 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. 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.

The Union 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 Union 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 Union and affected employees will be notified as early as possible prior to the required change.

### **8.02**

- a. All hours in excess of eight (8) per day or forty (40) per week at the straight time rate of pay, exclusive of the meal period, shall be paid at the rate of time and one-half (1-1/2) the regular straight time rate. The first eight (8) hours worked on any scheduled workday shall be at the regular straight time rate of pay unless the employee has already worked at least forty (40) hours at the regular straight time rate during the week. 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.
- b. Compensatory time may be accumulated, at the employee's option, for any overtime that has been approved by the supervisor and worked, provided that such time must be accumulated at the rate of time and one half for all overtime hours worked. Time taken and paid out will be at the regular rate the employee is earning at the time the comp time is taken or paid out.

Employees will be allowed to accumulate compensatory time in a comp time bank, up to a maximum of 80 straight time hours at any time. If the employee uses some or all of the

accumulated time, the employee may accumulate additional time provided that the employee at no time shall have more than the maximum straight time hours of accumulated compensatory time allowed.

Accumulated compensatory time must be used to supplement any holidays which require use of additional hours due to the employee being scheduled on an alternate schedule such as 9/80 or 4/10.

Compensatory time off is subject to approval by the employee's supervisor. Any compensatory time hours left in the bank at the end of the first pay period of December, each year, will be paid out to the employee in the second pay period of December, each year, at the regular rate the employee is paid at that time.. An optional cash out will be available the first pay period in June each year, which will be paid out to the employee the second pay period in June, at the regular rate the employee is paid at that time. All overtime worked must be paid as cash for the second pay date in December (and when applicable, also for the third pay date in December).

Participation in the voluntary June cash-out program is subject to an advance, irrevocable election by the employee, as required under applicable IRS regulations.

- c. The first eight (8) hours worked on a designated holiday shall be paid at the rate of two and one-half (2-1/2) times the regular straight time rate, such to include holiday pay. All additional hours worked on a holiday shall be paid at the rate of time and one-half (1-1/2) the regular straight time rate. However, all hours worked on the following holidays will be paid at the rate of two and one-half times (2-1/2) the regular straight time rate, such to include holiday pay for the first eight hours worked: Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day.
- d. All hours worked over twelve (12) hours in a 24-hour period will be paid at the rate of two (2) times the regular straight time rate.

**8.03** Overtime shall be on a voluntary seniority basis provided that 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 reverse seniority basis from a list of qualified workers. 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, selected by seniority. A record of overtime worked shall be available for inspection by employees. Once an employee becomes entitled to overtime, the overtime rate will continue to be paid until the employee is relieved from duty, or until the employee begins the next regularly scheduled shift.

Employees who volunteer for scheduled overtime on weekends and holidays shall be provided a minimum of 2.5 hours of work or pay in lieu, thereof.

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

**8.05 - Fatigue Time**

- a. Employees are entitled to fatigue time when reporting to perform overtime work within the period of time defined as ten (10) hours prior to the start of the next regularly scheduled shift. The duration of fatigue time shall be ten (10) hours, but shall be subject to the following restrictions:

1. Fatigue time starts when the overtime work is completed. For example, if the overtime work associated with an early morning call out is not completed until past the start of the next regularly scheduled shift, fatigue time would begin immediately after the overtime work is completed even though the overtime work extended into a regularly scheduled shift.
  2. Employees shall not receive fatigue time for overtime worked on weekends. Weekends as referred to in this paragraph extend between the end of the regularly scheduled shift on the last day of the workweek (typically a Friday), and ten (10) hours prior to the start of the next regularly scheduled shift (typically a Monday).
  3. In situations where an employee is required to work multiple overtime periods within ten (10) hours prior to the start of the next regularly scheduled shift, fatigue time shall commence with the completion of the last overtime period worked.
  4. Water Controller's shall be entitled to eight (8) hours of fatigue time. When a fatigue time event occurs, the Water Controllers and their supervisor shall review the situation in order to ensure coverage between the Water Controllers and maintain operational needs. If it is mutually decided that the Water Controller needs to provide operational coverage during some portion of their entitled fatigue time, any regularly scheduled shift time worked during fatigue time will be paid at the appropriate overtime rate.
- b. Paid fatigue time is the overlapping period of time where fatigue time coincides with an employee's regularly scheduled shift. Paid fatigue time shall not exceed eight (8) hours within a 24-hour period beginning with the start of the regularly scheduled shift. Paid fatigue time will be paid at the employee's regular rate of pay.

Example: An employee, whose normal start time is 6:30 AM, works four (4) hours continuous overtime from 10:00 PM until 2:00 AM. This results in requiring the employee to report for work ten (10) hours after completing the overtime work and in this example, at 12:00 noon. Additionally, the employee would record five and one-half (5 ½) hours of paid fatigue time on his/her timesheet (12:00 noon less 6:30 AM).

In the event the employee elects to take off the remainder of their regular work shift, they may do so provided that advance notification of their intent is provided to their immediate supervisor and their time is coded to the appropriate accrued leave for which the employee has a positive balance to cover the requested time off.

- c. An employee shall not receive the fatigue time provided in Section 8.05 (a) if the employee is called out to perform overtime work within two (2) hours preceding the start of his/her regular shift and the employee has not performed any other overtime work in the ten (10) hour period preceding the start of his/her regular shift.

#### **8.06** – Standby

- a. Standby personnel shall be entitled to receive two (2) hours pay at the employee's regular rate of pay, for each regularly scheduled workday s/he is required to be on standby, and three (3) hours pay, at the employee's regular rate of pay for Saturday or Sunday and holiday shifts, which are not a regularly scheduled workday that s/he is required to be on standby.
- b. All personnel, including those on Duty Four shift 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 where s/he may be reached by telephone, (b) keep available to report within one (1) hour 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.

**8.07** Employees who, as a condition of their classification are required to assume standby duty, shall be placed on a duty schedule. All changes in standby duty must be approved by the District. With prior supervisory approval, the employee may be permitted to obtain replacement coverage for their required standby duty from among other employees on their standby schedule. Unless replacement coverage is approved by the District, all standby assignments are part of the employee's job responsibilities. No replacement coverage shall be unreasonably denied.

#### **8.07a – Utility Worker Standby Shift Bid Process**

Employees in the Utility Worker classification series are required to assume standby duty. At the beginning of November of each calendar year, the District shall post the weekly rotational standby duty schedule for the following calendar year. Employees who are assigned standby duty shall have the opportunity to bid for a weekly rotational standby shift by “in-class” seniority order. Shift bidding will occur from November 1st and end November 15th of each year. Any shifts left unassigned after November 15th will be assigned by the District. With prior supervisory approval, the employee may be permitted to obtain replacement coverage for their required standby duty from among other employees on the weekly rotational standby schedule. Unless replacement coverage is approved by the District, all standby assignments are part of the employee's job responsibilities. No replacement coverage shall be unreasonably denied.

### **SECTION A**

In Distribution Maintenance the primary standby crew shall consist of three (3) positions. The three (3) standby positions shall be: Duty 1, designated as a Helper position; Duty 2, designated as Crew Leader position; and Duty 3, designated as Investigator position.

In addition, a secondary standby crew shall be established for the main purpose of relieving the primary standby crew but may be called out to address other emergency needs, as long as they are available to relieve the primary standby crew when that crew reaches 16 hours of duty. The secondary standby crew shall consist of two positions: Duty 1, designated as Helper position and Duty 2, designated as Crew Leader position.

The secondary standby crew schedules will be filled on a monthly basis. Voluntary signups for the upcoming month shall be filled by the end of the second week of the prior month.

In the event an operator is needed for either the primary or the secondary crew the Duty 3 shall call on a rotational basis, for volunteers from a list established by seniority of all Utility Workers qualified to operate a backhoe.

In the event the District does not receive a sufficient number of volunteers, the District may exercise its management rights to require the unfilled standby positions to be filled on a rotational basis from a list of qualified workers established by reverse seniority.

In the event the voluntary nature of the operator position fails to meet District operational needs, Section A language will be discontinued, and Section B will become effective following notification to the Union of the failure of the voluntary system.

## **SECTION B**

In Distribution Maintenance the primary standby crew shall be revised to include a fourth position. The four standby positions shall be: Duty 1, designated as Helper position; Duty 2, designated as Crew Leader position; Duty 3, designated as Investigator position; and Duty 4, designated as backhoe operator position. In addition, a second standby crew shall be established for the purpose of relieving the primary standby crew but may be called out to address other emergency needs as long as they are available to relieve the primary standby crew when that crew reaches 16 hours of duty. The secondary standby crew shall consist of three positions: Duty 1, designated as Helper position; Duty 2, designated as Crew Leader position; and Duty 4, designated as backhoe operator position. The secondary standby crew schedules will be filled on a monthly basis. Voluntary signups for the upcoming month shall be filled by the end of the second week of the prior month. In the event the District does not receive a sufficient number of volunteers the District may exercise its management rights to require the unfilled standby positions to be filled on a rotational basis from a list of qualified workers established by reverse seniority. The secondary standby crew is not eligible to take home a District vehicle.

**8.08** Employees on standby called back to work shall be provided with a minimum of two (2) hours' work or pay in lieu thereof.

- a. Employees who are required to respond directly to customer phone calls by telephone shall be provided the above minimum but shall not be provided more than the minimum if additional calls are handled by telephone within that two-hour period.
- b. Employees on a call out list who troubleshoot problems by phone, by providing assistance and advice and/or calling out other employees whom s/he believes have the expertise for the situation, shall be provided one (1) hour work or pay in lieu thereof. An employee who troubleshoots by phone and then subsequently comes in to investigate or resolve the situation, shall be provided a minimum two (2) hours of work or pay in lieu thereof, inclusive of the initial one (1) hour work or pay in lieu thereof.
- c. 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.
- d. Employees not on standby called back to work shall be provided with a minimum of two and one-half (2-1/2) hours work or pay in lieu thereof. Call-outs will be from a list initially established by seniority. Thereafter, employees will be called on a rotating basis subject to the operating procedure of the work unit. The operating procedure for such list shall be developed by each work unit and shall take into account the nature of the overtime available, skills required to do the overtime work, and the operational requirements of the work unit.
- 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.

**8.09** 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.

**8.10 – Certifications and Endorsements**

- a. Up to a maximum of four (4) Utility Workers III's in Distribution and Maintenance Division (DMD) shall receive \$300.00 per month when certified to operate the District's boom truck crane through possession of an active, valid Telescopic Boom – Fixed Cab (TSS) certification through the National Commission for the Certification of Crane Operators (NCCCO). The District will send two Utility Worker III per fiscal year for boom truck crane operator certification until a maximum of four Utility Worker III's are certified. No additional staff will be sent for certification until a vacancy arises and less than four Utility Worker III's are certified. Only two staff will be sent per fiscal year regardless of successful completion of certification. Through rotational in class seniority, the most senior eligible Utility Worker III will be sent per fiscal year until a maximum of four (4) Utility Worker III's are certified. Staff that are unsuccessful in achieving certification will not be sent again until the lowest in class seniority Utility Worker III has had a chance to attend. No more than four Utility Worker III's will receive certification pay at any given time. Staff must be in active employment status to receive certification. Staff on long-term leave, longer than two weeks in duration, will not receive the certification pay. Should the District no longer possess a boom truck or other equipment requiring a TSS certification during the term of this contract, this certification pay will be discontinued.

Non-DMD employees who are crane certified will be paid according to their certification and the equipment they utilize in the course of their job duties each month. Non-DMD employees who possess a TSS certification and utilize equipment, such as a boom truck, requiring the TSS certification during the job duties, and certify through their supervisor when they operate the equipment requiring a TSS certification, shall receive \$300.00 for the month for the work event. Non-DMD employees with an active, valid Service Truck Crane Operator (STC) certification through the National Commission for the Certification of Crane Operators (NCCCO) and utilize equipment requiring the STC certification regularly during the course of their job duties, will receive \$250.00 per month while maintaining the crane certification. The \$250.00 per month will terminate when the employee separates from the District or the crane certification expires. Employees must certify through their supervisor when they operate a crane in their normal job duties, which required the certification, in order to receive the pay for the month. Employees who possess a TSS but only operate equipment requiring the STC, will receive \$250 per month, unless they operate TSS equipment in a particular month. Crane certification pay is not additive; staff may only receive one certification pay per month and will receive the higher certification pay if both certifications are used in a month.

- b. Employees who possess a tanker endorsement and are assigned to operate the Vacuum Excavation Truck (Vac Truck) will receive a 4.5% differential for each shift worked.

The District will make the primary assignment to the Vac Truck based upon seniority.

c. **Certified Backhoe Trainers**

Utility Worker employees who are certified backhoe operators and who spend time training other Utility Worker employees on backhoe operation as part of the District's backhoe training program shall receive 5% over base pay for time spent training other Utility Workers who are in the backhoe certification training program.

Employees must meet the following criteria to receive certified backhoe trainer pay:

1. Employee must be in the Utility Worker 3 classification.
2. Employee must be a certified backhoe operator as certified by the District's internal backhoe operator certification program.
3. Employee must be certified and designated as a backhoe trainer by the Distribution and Maintenance Division Manager.
4. Employees must fill the trainer position for a minimum of four (4) hours per day in order to receive the 5% pay increase for the hours spent as a trainer.
5. Only hours spent training others in a formal capacity under the backhoe certification training program and as directed to by a DMD Supervisor or the DMD Manager will be compensated. The employee will not receive compensation for time which was self-directed or incidental and not part of the formal training program.
6. Employees must submit the required timecard documentation, including the Higher Pay Form No. 120 signed by their supervisor, to support the training hours to be compensated for. The form is submitted to Human Resources for review and approval. Once approved, the form is sent to Payroll for processing. The form will be processed in a timely manner once received by the employee.

**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. Juneteenth - June 19th
- f. Independence Day - July 4
- g. Labor Day - 1st Monday in September
- h. Veterans' Day - November 11
- i. 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.

**9.02** When an eight (8) hour holiday falls on Sunday, the following Monday will be observed. When an eight (8) hour holiday falls on Saturday, the preceding Friday will be observed. For those employees whose work weekend is other than Saturday or Sunday, the above will be applicable to appropriate days.

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

<u>Hire Date</u>	<u>Floating Holidays</u>
July 1 – September 30	40 hours
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.

In the event a holiday occurs on the employee's regular workday and the employee takes the holiday off, the employee will receive eight (8) hours of holiday pay and will be required to use accumulated leave to cover the remaining hours in the employee's normal shift.

In the event a holiday occurs on the employee's regular workday and the employee is required to work, the employee will be paid in accordance with the Memorandum of Understanding for all hours worked on the holiday and will receive an additional eight (8) hours of holiday pay.

In the event a holiday occurs on the employee's scheduled day off, the employee will take another day off in the same workweek, either before or after the holiday. The employee will receive eight (8) hours of holiday pay and will be required to use accumulated leave to cover the remaining hours in the employee's normal shift on the alternative holiday day off.

## **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
- b. For continuous service of 25 through 48 months, 4.00 hours
- c. For continuous service of 49 through 120 months, 5.23 hours
- d. For continuous service of 121 months through 180 months, 6.16 hours
- e. For continuous service of 181 months through 240 months, 6.77 hours
- f. For continuous service of 241 months and thereafter, 7.70 hours

**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 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 of 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.

**10.06** When a timely request is made, and provided such is compatible with operating requirements, seniority within each Department 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.

**10.07** In order to exercise seniority in vacation preference pursuant to Article 10.06, 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 examples, 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 a 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 12.04.

**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 cases where obvious serious accidents or prolonged illnesses are involved and the employee will normally be confined for a period exceeding several days.

**11.06** When an 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.

**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) workdays in any fiscal year.

### **12.02 - Bereavement Leave**

The amount of time allowed 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, 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.

- a. "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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Seniority will continue during the entire period of family and medical leave, but, notwithstanding the exception in (g) above, other benefits paid by the District will be suspended during the period the employee is on unpaid leave.
- i. 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.
- j. Upon return from the expiration of 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 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.

## **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 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 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 CFRA (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. 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, under conditions as provided by the Family and Medical Leave Act or associated regulations, 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 seven (7) months. If the position has been eliminated, the employee shall have a 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 result in disciplinary action up to and including termination.

### **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 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 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 continuous to the working day, the employee is entitled to a meal at the District's expense.

**13.02** The meal allowance shall be \$30.00 for each meal earned. Eligibility for the meal allowance must be noted and approved on the timecard 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 for the following permanent employees:

- a. All Operations and Maintenance Department uniform classifications, excluding clerical/secretarial positions.
- b. All Customer Account Field Technicians and specific shop, mailroom, laboratory or field employees whose work requires protective overalls or other specific protective garment.

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 \$375.00 per fiscal year to purchase up to three (3) pairs per employee per fiscal year. The \$375.00 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 employee shall contact the Health & Safety Officer, who shall determine available allowance and issue an "Authorization for Safety Shoe Purchase" for the shoes needing 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's vendor 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. The 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 an 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 of 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 or purchase socks using the Safety Shoe allowance.

#### **14.03 -Donning/Doffing**

Employees who are required to wear a District-issued uniform while conducting work on behalf of the District shall be provided with a place and a reasonable amount of time (up to 10 minutes) after their start time and prior to the end of their shift to change into and out of their District issued uniforms. If additional time is needed due to unusual circumstances, the employee may request additional time through their supervisor.

### **ARTICLE 15 - EMPLOYEE DEVELOPMENT**

**15.01** Upon request, an employee may, at the discretion of the District, be granted a 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 \$5250.00. 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 pay the cost for employees for any examination, practical test, or certification fee for licenses issued by the State Water Resources Control Board, State Department of Food and Agriculture, and State Bureau of Auto Repair, or any other certifications which are required by the employee's job description as a condition of continued employment, promotion within their job series or when specifically requested by the District. Upon request, the District will pay the examination fee including any related classes and study materials directly to the provider for the employee's initial attempt to pass the examination. In the event the employee does not successfully pass the examination after three (3) attempts, the employee will pay the cost for subsequent examination fees, related classes and study materials. Any necessary travel expenses will be approved and processed in accordance with the District's Administrative Guideline. All failed examinations after the third attempt will not be reimbursed.

- a. Employees may request the District to pay the cost for examination, practical test or certification fees for licenses at a higher level than those required by the employee's job description or outside the employee's job series. If approved by the immediate supervisor, the employee agrees to the following Repayment Obligation:
  1. If an employee voluntarily resigns or is terminated for cause before completing two (2) years of service after receiving reimbursement, they must repay the District on a prorated basis as follows:
    - a. Departure within 0-12 months: 100% repayment
    - b. Departure within 13-24 months: 50% repayment
    - c. Departure after 24 months: No repayment required
  2. Repayment Process: Any required repayment will be deducted from the employee's final paycheck where legally permissible or otherwise must be repaid within 60 days of separation.
  3. Exceptions: The District reserves the right to waive repayment in cases of involuntary separation not due to performance or disciplinary reasons. By participating in this program, employees agree to these terms and acknowledge their repayment obligation.

For any classification that requires a Class A driver's license the District will pay all medical, endorsements or renewal fees as required by the classification.

## ARTICLE 16 - HEALTH AND SAFETY

**16.01** The Safety and Accident Prevention Committee shall be comprised of two (2) employees from the Operations and Maintenance Department, and one (1) each from the Finance Department, Water Resources Department, and the Engineering and Technology Services Department. Two (2) of the members shall be designated by the Union. The other three (3) 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:

**17.01(a) - Classic Member - Defined:** An employee who is a member of CalPERS or reciprocal agency within six months of hire at ACWD. All members that do not fall into the definitions under "New Member" below are considered Classic Members.

- 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)).

**17.01(b) - 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.

**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)).

## **ARTICLE 18 - HEALTH PROGRAMS**

**18.01** The District will make available health coverage under the CalPERS Health Benefits Program. Enrollment in the CalPERS Health Plans is mandatory except for the provisions of the 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.

The District has implemented 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 entitled to receive flex dollar allowances to purchase qualified health care coverage.

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 will be eligible to use their monthly flex dollar allowance to purchase qualified benefits in accordance with the terms of the cafeteria plan.

The 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 amounts 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, 2027, the flex dollar allowance shall be the amount equal to 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 35% 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 65% of that differential or \$472.16 per month. The District's contribution will be \$2,480.04. The District's contribution consists of \$2,225.80 (the Kaiser rate) plus \$254.24 for a 35% 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, \$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 will either be effective as of the first payroll period following adoption of the updated Operating Engineers (OE3) Memorandum of Understanding (MOU) OR if the MOU terms are ratified by the Union prior to the close of business on October 2, 2025, the paycheck of October 16, 2025. The 2025 allowance 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 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. Employees complete 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 payment for waiving coverage on the date the medical coverage under the District's Plan becomes effective.

**18.02** The Employee Medical Contribution will be eliminated with the first payroll period following adoption of the updated Operating Engineers (OE3) Memorandum of Understanding (MOU) OR if the MOU terms are ratified by the Union prior to the close of business on October 2, 2025 the paycheck of October 16, 2025.- 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 Union 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.

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/Sate 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 increase 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 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 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 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
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 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 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 retired 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 the 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 the 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).

e. 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:

For each active employee who is eligible to participate in the RHSA program, while employed by ACWD, the District shall contribute up to \$25.00 annually per eligible employees, plus a percentage of \$120,000 as follows:

Date of hire through completion of probation	-	0%
Completion of Probation through separation of service	-	2.0% of \$120,000 (\$2,400 annually)

Contributions to the RHSA are made each pay period. Effective with the payroll period following Board adoption, District contributions to the RHSA will be subject to an annual increase. For the calendar year 2025 the increase will be 3% effective the first pay period following Board adoption. Subsequent year increases will be in the amount of salary increase COLA. Annualized contributions to each eligible employee’s account will be as follows:

RHSA COLA Increases 2025-2028	Annual contribution amount with yearly COLA
2025- 3%	\$95.08 per pay period
2026- 3.5%	\$2,558.52 = \$98.40 per pay period

2027- 3.25%	\$2,641.67 = \$101.60 per pay period
2028- 3%	\$2,720.92 = \$104.65 per pay period

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, 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 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 first full pay period following Board adoption, all standard (non "incumbent salary ranges") classification salary ranges on the standard classification schedule shall be increased by a one-time 5% salary adjustment.

The effective date for the annual raise will be the first day of the pay period that includes the July 1<sup>st</sup> workday.

Effective the pay period that includes July 1, 2025, or upon Board adoption of the MOU whichever is later, all standard (non "incumbent salary ranges") classification salary ranges on the standard classification range salary pay shall be increased by 3.00 to be applied after the 5% one-time salary adjustment for an effective 8.15% increase.

Effective the pay period that includes July 1, 2026 all standard (non "incumbent salary ranges") classification salary ranges on the standard classification range salary pay shall be increased by 3.50%.

Effective the pay period that includes July 1, 2027 all standard (non "incumbent salary ranges") classification salary ranges on the standard classification range salary pay shall be increased by 3.25%.

Effective the pay period that includes July 1, 2028, all standard (non "incumbent salary ranges") classification salary ranges on the standard classification range salary pay shall be increased by 3.00%.

**19.02** Salary increases within the ranges designated in the Alameda County Water District Operating Engineers Local 3 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 July 1, 2018, 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.

#### **19.07 – Bilingual Pay**

Employees who utilize bilingual skills as essential to perform their assigned duties shall receive forty-five dollars (\$45.00) per pay period.

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

### **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 – 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 making 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 comp time, and/or floating holiday leave balances (1%-20%) on an annual basis, and/or may defer a percentage (1% - 100%) of their final compensation.

- c. The 401(a) Plan is also designed to accept the District's matching of employees' contributions. Beginning on January 1, 2024, the District will match employees' contributions of up to \$500 per year in the 401(a) plan, on behalf of the employee. Effective January 1, 2025, the District will match employees' contributions of up to \$2,250 per year. Beginning January 1, 2026, the District will match employees' contributions of up to \$1,000 per year for Classic members and \$3,000 per year for PEPRA members in the 401(a) plan, on behalf of the employee. The employee must make contributions to the 457 plan to receive the District's matching contribution.

## **ARTICLE 21 - DURATION**

**21.01** The duration of this Agreement shall be from April 1, 2025 to March 31, 2029.

**21.02** Either party desiring to make changes in the Agreement shall submit said proposals to the other no later than sixty (60) days prior to the expiration hereof.

## **ARTICLE 22 - 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 with 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 a union 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 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 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 a Union representative act on his/her behalf, or be accompanied by a Union representative, at any stage of the proceedings following receipt of a written proposal to take punitive action.

**SALARY SCHEDULE**

**Alameda County Water District  
Salary Schedule \***

Job Code	Job Description	Classification	Pay Grade	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
114-A	Accountant 1	MCP	114Z	6/22/25	\$52,471	\$55,094	\$57,849	\$60,741	\$63,778
135-A	Accountant 2	MCP	135Z	6/22/25	\$58,301	\$61,216	\$64,277	\$67,491	\$70,866
238-A	Accounting & Treasury Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
200-A	Accounting Supervisor	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
057-A	Accounting Technician 1	OE3	057Z	10/12/25	\$41,937	\$44,034	\$46,236	\$48,548	\$50,975
078-A	Accounting Technician 2	OE3	078Z	10/12/25	\$46,597	\$48,927	\$51,373	\$53,942	\$56,639
121-A	Administrative Analyst 1	MCP	121Z	6/22/25	\$54,261	\$56,974	\$59,823	\$62,814	\$65,955
154-B	Administrative Analyst 2	MCP	154Z	6/22/25	\$63,837	\$67,029	\$70,381	\$73,900	\$77,595
095-A	Administrative Assistant/ADS	MCP	095Z	6/22/25	\$47,615	\$49,996	\$52,495	\$55,120	\$57,876
150-A	Advanced Treatment Facility Op	OA	150Z	6/23/24	\$58,402	\$61,325	\$64,390	\$67,610	\$70,990
150-B	Advanced Wtr Treatment Plt Op	OA	150Z	6/23/24	\$58,402	\$61,325	\$64,390	\$67,610	\$70,990
182-A	Associate Engineer	MCP	182Z	6/22/25	\$73,584	\$77,263	\$81,126	\$85,183	\$89,442
182-B	Associate Hydrogeologist	MCP	182Z	6/22/25	\$73,584	\$77,263	\$81,126	\$85,183	\$89,442
133-J	Business Analyst 1	MCP	133Z	6/22/25	\$57,592	\$60,471	\$63,495	\$66,670	\$70,003
165-A	Business Analyst 2	MCP	165Z	6/22/25	\$67,756	\$71,144	\$74,701	\$78,436	\$82,358
114-B	Buyer 1	MCP	114Z	6/22/25	\$52,471	\$55,094	\$57,849	\$60,741	\$63,778
135-B	Buyer 2	MCP	135Z	6/22/25	\$58,301	\$61,216	\$64,277	\$67,491	\$70,866
125-A	Chemist 1	MCP	125Z	6/22/25	\$55,441	\$58,213	\$61,123	\$64,180	\$67,389
146-A	Chemist 2	MCP	146Z	6/22/25	\$61,603	\$64,683	\$67,918	\$71,313	\$74,879
214-A	Chief Information Security Officer	MCP	214Z	6/22/25	\$86,264	\$90,577	\$95,106	\$99,861	\$104,854
113-D	Construction Inspector 1	OE3	113Z	10/12/25	\$55,700	\$58,485	\$61,409	\$64,480	\$67,704
131-B	Construction Inspector 2	OE3	131Z	10/12/25	\$61,889	\$64,983	\$68,232	\$71,644	\$75,226
081-A	Customer Account Field Rep	OE3	081Z	10/12/25	\$47,534	\$49,911	\$52,406	\$55,027	\$57,778
075-A	Customer Account Field Tech 1	OE3	069Z	10/12/25	\$44,803	\$47,043	\$49,395	\$51,865	\$54,458
097-A	Customer Account Field Tech 2	OE3	091Z	10/12/25	\$49,781	\$52,270	\$54,884	\$57,628	\$60,510
033-A	Customer Account Rep 1	OE3	033Z	10/12/25	\$37,263	\$39,126	\$41,082	\$43,136	\$45,293
053-A	Customer Account Rep 2	OE3	053Z	10/12/25	\$41,404	\$43,474	\$45,648	\$47,930	\$50,327
082-E	Customer Account Rep 3	OE3	082Z	10/12/25	\$47,614	\$49,995	\$52,495	\$55,120	\$57,876
143-C	Customer Acct Field Supervisor	MCP	143Z	6/22/25	\$61,917	\$65,013	\$68,264	\$71,677	\$75,261
238-B	Customer Service & Systems Mgr	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
200-B	Customer Service Supervisor	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632

\* Excludes Career Service Pay  
MCP: Management, Confidential, Professional  
OE3: Operating Engineers Local 3  
OA: Operators Association

238-C	Development Services Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
281-A	Director of Eng & Tech Svcs	EXEC	281Z	6/22/25	\$120,435	\$126,456	\$132,779	\$139,418	\$146,389
281-B	Director of Finance	EXEC	281Z	6/22/25	\$120,435	\$126,456	\$132,779	\$139,418	\$146,389
281-C	Director of Operations & Maint	EXEC	281Z	6/22/25	\$120,435	\$126,456	\$132,779	\$139,418	\$146,389
281-D	Director of Water Resources	EXEC	281Z	6/22/25	\$120,435	\$126,456	\$132,779	\$139,418	\$146,389
200-C	Distribution Maint Supvr	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
238-D	Distribution Maintenance Mgr	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
105-A	Electrician	OE3	105Z	10/12/25	\$53,807	\$56,497	\$59,322	\$62,288	\$65,403
127-A	Electrician 2	OE3	127Z	10/12/25	\$59,785	\$62,774	\$65,912	\$69,208	\$72,668
144-A	Emer & Security Svcs Planner	MCP	144Z	6/22/25	\$60,897	\$63,942	\$67,139	\$70,496	\$74,021
177-A	Emerg & Security Svcs Supvr	MCP	177Z	6/22/25	\$71,645	\$75,227	\$78,988	\$82,938	\$87,085
128-A	Engineer 1	MCP	128Z	6/22/25	\$56,294	\$59,108	\$62,064	\$65,167	\$68,425
161-A	Engineer 2	MCP	161Z	6/22/25	\$66,226	\$69,537	\$73,014	\$76,665	\$80,498
216-A	Engineering Supervisor	MCP	216Z	6/22/25	\$87,454	\$91,827	\$96,418	\$101,239	\$106,301
074-B	Engineering Technician 1	OE3	074Z	10/12/25	\$45,744	\$48,031	\$50,433	\$52,954	\$55,602
106-A	Engineering Technician 2	OE3	106Z	10/12/25	\$53,816	\$56,507	\$59,332	\$62,299	\$65,414
126-A	Engineering Technician 3	OE3	126Z	10/12/25	\$59,198	\$62,157	\$65,265	\$68,529	\$71,955
138-A	Environmental Specialist 1	MCP	138Z	6/22/25	\$59,051	\$62,003	\$65,103	\$68,358	\$71,776
159-A	Environmental Specialist 2	MCP	159Z	6/22/25	\$65,614	\$68,895	\$72,340	\$75,957	\$79,755
168-A	Executive Assistant/Dist Sec	MCP	168Z	6/22/25	\$68,438	\$71,860	\$75,453	\$79,225	\$83,186
109-A	Facilities Maintenance Worker	OE3	109Z	10/12/25	\$54,759	\$57,497	\$60,372	\$63,390	\$66,560
238-E	Facility Maintenance Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
221-A	Financial Analysis Supervisor	MCP	221Z	6/22/25	\$89,609	\$94,090	\$98,794	\$103,734	\$108,921
145-A	Financial Analyst 1	MCP	145Z	6/22/25	\$60,982	\$64,031	\$67,233	\$70,594	\$74,124
165-B	Financial Analyst 2	MCP	165Z	6/22/25	\$67,756	\$71,144	\$74,701	\$78,436	\$82,358
047-B	Gardener 1	OE3	047Z	10/12/25	\$40,028	\$42,029	\$44,130	\$46,337	\$48,654
068-B	Gardener 2	OE3	068Z	10/12/25	\$44,475	\$46,699	\$49,034	\$51,485	\$54,060
096-A	Gardener 3	OE3	096Z	10/12/25	\$51,146	\$53,703	\$56,389	\$59,208	\$62,168
200-E	General Facilities Supervisor	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
335-A	General Manager	GM	335Z	6/22/25	\$135,499	\$142,274	\$149,388	\$156,858	\$164,700
238-F	Groundwater Resources Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
151-B	Health and Safety Specialist	MCP	151Z	6/22/25	\$62,932	\$66,079	\$69,383	\$72,852	\$76,495
118-C	Human Resources Analyst 1	MCP	118Z	6/22/25	\$53,492	\$56,167	\$58,975	\$61,924	\$65,020
151-A	Human Resources Analyst 2	MCP	151Z	6/22/25	\$62,932	\$66,079	\$69,383	\$72,852	\$76,495
029-E	Human Resources Assistant 1	MCP	029Z	6/22/25	\$34,264	\$35,977	\$37,776	\$39,665	\$41,648
050-D	Human Resources Assistant 2	MCP	050Z	6/22/25	\$38,071	\$39,975	\$41,973	\$44,072	\$46,276

\* Excludes Career Service Pay  
MCP: Management, Confidential, Professional  
OE3: Operating Engineers Local 3  
NA: Nonunion Association

072-A	Human Resources Technician 1	MCP	072Z	6/22/25	\$42,302	\$44,417	\$46,638	\$48,970	\$51,418
092-A	Human Resources Technician 2	MCP	092Z	6/22/25	\$47,001	\$49,351	\$51,819	\$54,410	\$57,130
238-G	Human Resources/Risk Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
128-C	Hydrogeologist 1	MCP	128Z	6/22/25	\$56,294	\$59,108	\$62,064	\$65,167	\$68,425
161-C	Hydrogeologist 2	MCP	161Z	6/22/25	\$66,226	\$69,537	\$73,014	\$76,665	\$80,498
155-A	Info Tech Administrator 1	MCP	155Z	6/22/25	\$64,325	\$67,541	\$70,918	\$74,464	\$78,188
187-A	Info Tech Administrator 2	MCP	187Z	6/22/25	\$75,673	\$79,457	\$83,430	\$87,602	\$91,982
106-B	Information Technology	OE3	106Z	10/12/25	\$53,816	\$56,507	\$59,332	\$62,299	\$65,414
120-D	Instrument & Controls Tech 1	OE3	120Z	10/12/25	\$57,714	\$60,600	\$63,630	\$66,812	\$70,152
142-A	Instrument & Controls Tech 2	OE3	142Z	10/12/25	\$64,128	\$67,335	\$70,701	\$74,236	\$77,948
136-A	IT Analyst 1	MCP	136Z	6/22/25	\$58,475	\$61,399	\$64,469	\$67,692	\$71,077
169-A	IT Analyst 2	MCP	169Z	6/22/25	\$68,795	\$72,235	\$75,847	\$79,639	\$83,621
238-H	IT Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
204-A	IT Supervisor	MCP	204Z	6/22/25	\$82,157	\$86,264	\$90,578	\$95,106	\$99,862
200-F	Laboratory Services Supervisor	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
056-A	Laboratory Technician 1	OE3	056Z	10/12/25	\$41,797	\$43,887	\$46,082	\$48,386	\$50,805
087-A	Laboratory Technician 2	OE3	087Z	10/12/25	\$49,171	\$51,629	\$54,211	\$56,921	\$59,767
049-B	Meter Reader	OE3	049Z	10/12/25	\$40,392	\$42,412	\$44,533	\$46,759	\$49,097
079-B	Meter/Cross Connection Wrkr 1	OE3	079Z	10/12/25	\$49,781	\$52,270	\$54,884	\$57,628	\$60,510
109-B	Meter/Cross Connection Wrkr 2	OE3	109Z	10/12/25	\$54,759	\$57,497	\$60,372	\$63,390	\$66,560
033-B	Office Assistant 1	OE3	033Z	10/12/25	\$37,263	\$39,126	\$41,082	\$43,136	\$45,293
053-B	Office Assistant 2	OE3	053Z	10/12/25	\$41,404	\$43,474	\$45,648	\$47,930	\$50,327
134-A	Office Supervisor	MCP	134Z	6/22/25	\$58,171	\$61,080	\$64,134	\$67,340	\$70,707
164-A	Operations Systems Analyst	MCP	164Z	6/22/25	\$71,511	\$75,086	\$78,841	\$82,783	\$86,922
140-A	Operations Systems Technician	OE3	140Z	10/12/25	\$63,567	\$66,745	\$70,082	\$73,586	\$77,266
197-A	Ops Systems Administrator	MCP	197Z	6/22/25	\$79,456	\$83,429	\$87,601	\$91,981	\$96,580
137-E	Planner/Scheduler	OE3	137Z	10/12/25	\$62,226	\$65,338	\$68,605	\$72,035	\$75,637
238-I	Project Engineering Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
115-A	Public Affairs Specialist 1	MCP	115Z	6/22/25	\$52,801	\$55,441	\$58,213	\$61,124	\$64,180
148-A	Public Affairs Specialist 2	MCP	148Z	6/22/25	\$62,120	\$65,226	\$68,487	\$71,911	\$75,507
200-G	Public Affairs Supervisor	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
200-H	Purchasing Officer	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
184-A	QA/QC Officer	MCP	184Z	6/22/25	\$74,539	\$78,266	\$82,180	\$86,289	\$90,603
163-A	Senior Accountant	MCP	163Z	6/22/25	\$67,046	\$70,399	\$73,919	\$77,615	\$81,495
172-A	Senior Administrative Analyst	MCP	172Z	6/22/25	\$70,219	\$73,730	\$77,416	\$81,287	\$85,352
193-B	Senior Business Analyst	MCP	193Z	6/22/25	\$77,920	\$81,816	\$85,907	\$90,202	\$94,712

\* Excludes Career Service Pay  
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163-B	Senior Buyer	MCP	163Z	6/22/25	\$67,046	\$70,399	\$73,919	\$77,615	\$81,495
166-A	Senior Chemist	MCP	166Z	6/22/25	\$67,762	\$71,150	\$74,708	\$78,443	\$82,365
196-A	Senior Engineer	MCP	196Z	6/22/25	\$79,129	\$83,085	\$87,239	\$91,601	\$96,181
193-A	Senior Financial Analyst	MCP	193Z	6/22/25	\$77,920	\$81,816	\$85,907	\$90,202	\$94,712
171-A	Senior HR Analyst	MCP	171Z	6/22/25	\$69,223	\$72,684	\$76,319	\$80,135	\$84,141
111-A	Senior Human Resources Tech	MCP	111Z	6/22/25	\$51,701	\$54,286	\$57,001	\$59,851	\$62,843
187-B	Senior IT Analyst	MCP	187Z	6/22/25	\$75,673	\$79,457	\$83,430	\$87,602	\$91,982
130-B	Senior Utility Mechanic	OE3	130Z	10/12/25	\$60,703	\$63,738	\$66,925	\$70,272	\$73,785
238-L	Special Assistant to GM	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
167-B	Sr Public Affairs Specialist	MCP	167Z	6/22/25	\$68,329	\$71,746	\$75,333	\$79,100	\$83,055
060-B	Storekeeper 1	OE3	060Z	10/12/25	\$42,513	\$44,639	\$46,871	\$49,215	\$51,675
080-A	Storekeeper 2	OE3	080Z	10/12/25	\$47,236	\$49,598	\$52,077	\$54,681	\$57,415
200-D	Systems Maintenance Supvr	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
206-A	Treatment & Distribution Supvr	MCP	206Z	6/22/25	\$83,143	\$87,300	\$91,665	\$96,249	\$101,061
077-A	Treatment Facilities Op Trn	OA	077Z	6/23/24	\$40,350	\$42,368	\$44,487	\$46,713	\$49,047
122-T	Treatment Facilities Operator	OA	122Z	6/23/24	\$50,438	\$52,958	\$55,608	\$58,391	\$61,310
089-C	Utility Mechanic 1	OE3	089Z	10/12/25	\$49,668	\$52,151	\$54,759	\$57,497	\$60,372
112-B	Utility Mechanic 2	OE3	112Z	10/12/25	\$55,185	\$57,944	\$60,841	\$63,883	\$67,077
069-A	Utility Worker 1	OE3	069Z	10/12/25	\$44,803	\$47,043	\$49,395	\$51,865	\$54,458
091-A	Utility Worker 2	OE3	091Z	10/12/25	\$49,781	\$52,270	\$54,884	\$57,628	\$60,510
109-C	Utility Worker 3	OE3	109Z	10/12/25	\$54,759	\$57,497	\$60,372	\$63,390	\$66,560
089-B	Vehicle & Equipment Mechanic 1	OE3	089Z	10/12/25	\$49,668	\$52,151	\$54,759	\$57,497	\$60,372
112-A	Vehicle & Equipment Mechanic 2	OE3	112Z	10/12/25	\$55,185	\$57,944	\$60,841	\$63,883	\$67,077
108-A	Water Controller 1	OE3	108Z	10/12/25	\$54,633	\$57,364	\$60,233	\$63,244	\$66,406
130-A	Water Controller 2	OE3	130Z	10/12/25	\$60,703	\$63,738	\$66,925	\$70,272	\$73,785
128-E	Water Operations Analyst 1	MCP	128Z	6/22/25	\$56,294	\$59,108	\$62,064	\$65,167	\$68,425
161-E	Water Operations Analyst 2	MCP	161Z	6/22/25	\$66,226	\$69,537	\$73,014	\$76,665	\$80,498
238-J	Water Production Manager	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
136-B	Water Res Systems Analyst I	MCP	136Z	6/22/25	\$58,475	\$61,399	\$64,469	\$67,692	\$71,077
169-B	Water Res Systems Analyst II	MCP	169Z	6/22/25	\$68,795	\$72,235	\$75,847	\$79,639	\$83,621
238-K	Water Supply and Planning Mgr	MCP	238Z	6/22/25	\$97,553	\$102,430	\$107,552	\$112,930	\$118,576
200-K	Water Supply Supervisor	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632
132-G	Water Treatment Plant Operator	OA	132Z	6/23/24	\$53,092	\$55,749	\$58,535	\$61,463	\$64,538
139-A	Water Use Efficiency Special 1	MCP	139Z	6/22/25	\$59,636	\$62,618	\$65,748	\$69,036	\$72,488
162-O	Water Use Efficiency Special 2	MCP	162Z	6/22/25	\$66,263	\$69,576	\$73,055	\$76,707	\$80,543
200-J	Water Use Efficiency Supvr	MCP	200Z	6/22/25	\$80,322	\$84,338	\$88,555	\$92,983	\$97,632

\* Excludes Career Service Pay  
MCP: Management, Confidential, Professional  
OE3: Operating Engineers Local 3  
OA: Operators Association

200-L	Well Ordinance Supervisor	MCP	200Z	6/22/25	\$80.322	\$84.338	\$88.555	\$92.983	\$97.632
190-A	Workplace Hlth & Safety Off	MCP	190Z	6/22/25	\$76.791	\$80.631	\$84.663	\$88.896	\$93.340
093-C	WTPO Trainee	OA	093Z	6/23/24	\$42.473	\$44.598	\$46.829	\$49.171	\$51.628
002-A	Intern	TEMP	INT	10/16/23	\$31.000	\$0.000	\$0.000	\$0.000	\$0.000

## APPENDIX 1

### ALAMEDA COUNTY WATER DISTRICT PROMOTION PLAN

#### 1. INTRODUCTION

This document contains a procedure for filling vacancies by promotion that occur in positions covered by the agreement with the union. Candidates from outside the District will be certified on a separate list from candidates within the District. This document identifies procedures for promotion of employees from within the District.

"Promotion" is defined as the movement of an employee to a regular 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 field or classification series other than the one currently occupied by the employee. For purposes of applying this provision, transfer shall be defined as either (1) movement between the three (3) departments in the District, or (2) between Divisions in the Operations/Maintenance Department, Engineering & Technology Services Department and Finance & Administration Department.

#### 2. SELECTING OFFICIAL

The selecting official for the position is the Department Director 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. Probationary employees may not compete for promotion.

A permanent employee of the District who has been employed by the District for a minimum of one year, who has a satisfactory employment record and no disciplinary actions in the past year, who attains a passing score on a promotional examination, shall be given a preferential promotion credit of five (5) points, which shall be added to his/her total score. Additionally, five (5) points will be awarded to the District employee with the most seniority who attains a passing score on a promotional examination.

The maximum preferential promotion credit points an employee may obtain is ten (10) points.

## 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 Union 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 the 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, 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. 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 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 Union have agreed on a set of shared goals for the organization.

#### SHARED GOALS FOR THE ORGANIZATION:

Employees feel ownership related to the work of District

- District is competitive within the industry
- The District and the Union work as partners to meet goals
- Good customer service
- Cost effective operations
- Work together for efficient public service
- Meeting the needs of customers
- Safe productive workplace
- 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

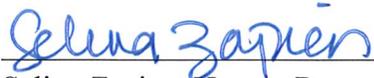
- Open Communication
- No hidden agendas
- All ideas are encouraged and are important
- Respect all opinions
- Allow for mistakes
- Involve everyone who is affected by an issue/problem
- Honesty
- Share responsibility for the success of the partnership and the District
- Commitment
- Be Trustworthy
-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

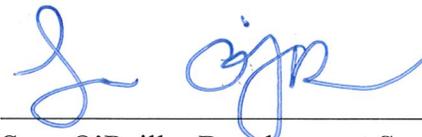
The District and the Union will continue to work together to implement the partnership based on the identified values.

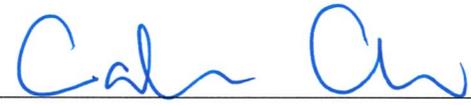
FOR ALAMEDA COUNTY  
WATER DISTRICT

  
\_\_\_\_\_  
Stacey Cue, IEDA

  
\_\_\_\_\_  
Amy Reeve, Human Resources/Risk Manager

  
\_\_\_\_\_  
Selina Zapien, Human Resources Analyst

  
\_\_\_\_\_  
Sean O'Reilly, Development Services Manager

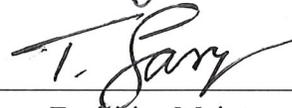
  
\_\_\_\_\_  
Calvin Cho, Accounting & Treasury Manager

  
\_\_\_\_\_  
Thomas Niesar, Water Supply & Planning Manager

  
\_\_\_\_\_  
Robert Marsheck, Facility Maintenance Manager

FOR OPERATING ENGINEERS  
LOCAL UNION 3 AFL-CIO

  
\_\_\_\_\_  
Claude Joseph, Business Representative

  
\_\_\_\_\_  
Terry Lang, Facilities Maintenance Worker

  
\_\_\_\_\_  
Richard Weatherford, Utility Worker III

  
\_\_\_\_\_  
David Ashton, Customer Acc. Field Tech

  
\_\_\_\_\_  
Noah Hausmann, Meter/Cross Conn. Wrkr

  
\_\_\_\_\_  
Maria Jauregui, Office Assistant

  
\_\_\_\_\_  
Anton Shorno, Engineering Technician III

  
\_\_\_\_\_  
Brandon Kim, Utility Worker II

