

MEMORANDUM OF UNDERSTANDING

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



AND

CONTRA COSTA WATER DISTRICT



NOVEMBER 9, 2021 TO NOVEMBER 8, 2025

PROFESSIONAL/SUPERVISORY REPRESENTATION UNIT
MEMORANDUM OF UNDERSTANDING

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

EFFECTIVE NOVEMBER 9, 2021

PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") is made and entered into between the General Manager of the Contra Costa Water District (hereinafter "District") and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, (Professional/Supervisory Representation Unit), (hereinafter "Union") pursuant to California Government Code Sections 3500 et seq., and the District's Employer-Employee Relations Policy as described in District Regulation No. 3.16.

The parties having reached agreement on terms and conditions of employment during the period commencing November 9, 2021, as hereinafter set forth, submitted this MOU to the District's Board of Directors with the joint recommendation that that body resolve to adopt its terms and conditions and take such other and additional action as may be necessary to implement its provisions.

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

SECTION 1. RECOGNITION

1.1 Certification of Union

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

1.2 Labor/Management Committee

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

1.3 Bulletin Boards and Meeting Rooms

- a. The District will permit the use of bulletin boards for official Union business.

- b. The Union shall be allowed the use of specific meeting rooms at District facilities for executive board or membership meetings during non-working hours provided that there is no additional cost to the District, that it does not interfere with District operations, and that employees in attendance are not on duty or scheduled for work.

1.4 Contracting Out of Bargaining Unit Work

The District shall not contract out any bargaining unit work that would cause the layoff of represented employees.

1.5 Posting of Transfer and Promotive Opportunities

The Human Resources division will announce via All-User electronic mail all classification openings or vacancies for which employees may transfer or promote. Such announcements will include all relevant information regarding qualifications for the classification, and the application process.

SECTION 2. INCORPORATION

2.1 Entire Agreement

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

2.2 Separate Agreements

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

- a. Regulation No. 3.12.030 - Retirement Plan Trust Agreement;
- b. Regulation 3.12.020 - Deferred Compensation;
- c. OPEB Trust Agreement;

SECTION 3. GROUP INSURANCE

3.1 Medical Insurance

- a. Effective March 1, 2017, the District's prior medical insurance options were replaced by the 2017 CalPERS healthcare plan options. Eligibility and enrollment are subject to CalPERS and District rules and regulations.
- b. "Core" Plans: The District agrees to pay up to the cost of the full family Kaiser health plan premium on behalf of each eligible bargaining unit employee for any of the three "core" plans, which are Kaiser Permanente, Health Net SmartCare, and PERS Platinum. Employees who enroll in a core health plan that has a higher premium cost than the full family Kaiser plan are responsible for payment of any cost exceeding the full family Kaiser premium. This payment shall be by way of payroll deduction.
- c. "Non-Core" Plans: For all plans other than the three "core" plans mentioned above, the District agrees to pay the cost of the non-core plan, up to the highest of the three core plan's rate for the employee's applicable selection (employee only, employee +1, employee +2 or more) but not to exceed the Kaiser family plan rate (employee +2 or more). Employees are responsible for the payment of any premium cost exceeding the District's payment. This payment shall be by way of payroll deduction.

d. In the event any of the three "core" plans is no longer offered by CalPERS, the parties agree to meet and confer regarding a replacement plan to be designated a "core" plan.

e. Health Insurance Credit Option

Opt-Out:

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

Core Plan Selection:

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

Non-Core Plan Selection:

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

3.2 Dental Insurance

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

3.3 Life Insurance

- a. The District agrees to pay the cost of the premium for group life insurance up to two times the employee's annual salary, with a \$300,000 maximum.
- b. The District agrees to provide \$1,500 life insurance for the employee's spouse or registered domestic partner and \$1,500 life insurance for qualified children, during the term of this Agreement.

- c. The District agrees to provide \$5,000 life insurance for employees who retire during the term of this Agreement. All employees who retired prior to November 8, 2021 shall be entitled to receive not less than \$5,000 at the time of their death.
- d. Coverage reduces to \$3,250 at age 70; and to \$2,500 at age 75.

3.4 Long-Term Disability Insurance

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

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

3.5 Short-Term Disability Insurance

Effective December 1, 2021, the short-term disability insurance benefit provided to eligible employees will pay sixty-six and two-thirds percent (66 2/3%) of base salary to a maximum of \$1,569 per week, with a fourteen (14) day elimination period. The short-term disability benefit has a duration of twenty (20) weeks.

3.6 Vision Insurance

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

3.7 Employee Assistance Program

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

SECTION 4. EDUCATIONAL ASSISTANCE

4.1 Conditions for Financial Assistance

- a. Financial assistance shall be granted only to permanent, full-time employees of the District.
- b. Each grant of financial assistance shall be subject to the prior approval of the General Manager or his/her designee.
- c. Requests for financial assistance shall be made by the employee through his/her supervisor and department head prior to enrollment in the course of instruction.
- d. The course of instruction shall be related to the employee's present or potential job.
- e. The course of instruction shall be given by a university, college or other public or private school acceptable to the General Manager or his/her designee.

- f. Financial assistance shall be contingent upon satisfactory completion of the course of instruction. The employee shall furnish written evidence of satisfactory completion, and if the course is graded, that the employee received a grade of C or better.
- g. District approval for financial assistance shall be limited to no more than \$3,000 per fiscal year for any individual employee.

4.2 Amount of Financial Assistance

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

4.3 Refund of Financial Assistance

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

SECTION 5. OTHER BENEFITS

5.1 Flexible Benefit

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

5.2 Pre-tax Benefits

5.2.1 Health Care Reimbursement Account

- a. The District agrees to offer a health care reimbursement account to allow active employees to set aside money from each paycheck, tax-free, to reimburse themselves for certain health care expenses incurred during the year not paid by any insurance plan.

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

5.2.2 Dependent Care Reimbursement Account

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

IRS rules; employees have until March 31 of the following year to submit claims for eligible expenses incurred through December 31 of the year they participated in the account.

- f. During the month of December of each year, employees may opt-out, re-enroll and/or amend amounts to be contributed for the next calendar year, with amendments effective January 1 of the following year.

5.2.3 Separate Accounts

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

5.2.4 Impact of Future Legislation

In the event national or state health care reform or other legislation provides medical, dental, and/or vision coverage, the District will meet and confer with the Union regarding the impact of that legislation on matters within the scope of representation for employees and formerly represented retirees.

5.2.5 Part-Time Employees

- a. **Definition:** A part-time employee shall be defined as one occupying a position which requires the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.
- b. **Benefits:** Part-time employees shall be eligible for the fringe benefits listed below on a prorated basis.

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

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

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

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

SECTION 6. EMPLOYEE LEAVE

6.1 Vacation Benefit

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

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

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

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

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

6.2 Vacation Leave Transfer

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

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

6.3 Sick Leave Benefit

- a. Employees who feel unwell or are symptomatic are encouraged to utilize sick leave to stay home in order to minimize the risk of contagious transmission of illness to others.
- b. Employees will accumulate eight (8) hours of sick leave credit for each month of service.
- c. Employees may accumulate sick leave without limit.
- d. Sick leave shall be charged in increments of not less than one-half hour.
- e. Sick leave shall be defined as follows:
 1. an illness that incapacitates an employee from performing their regular duties;
 2. an injury not incurred in line of duty except where traceable to employment by an employer other than the District;
 3. medical, dental or eye examination or treatment for which appointments cannot be made outside of working hours;
 4. the diagnosis, care or treatment of an existing health condition for the employee or an eligible family member; or for preventative care for the employee or an eligible family member.
- f. Leave with pay for the following reasons shall be chargeable to sick leave:
 1. exposure to contagious disease when the presence of the employee for duty would endanger the health of others;
 2. for an employee who is a victim of domestic violence, sexual assault, stalking, or violent crime, to take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive

relief; or to obtain various services available to victims of domestic violence, sexual assault, stalking, or violent crime.

3. death in the immediate family in accordance with Section 6.8 Bereavement Leave;
 4. hospitalization of a member of the immediate family;
 5. providing care for a member of the immediate family where such member is ill or injured and requires the care and attendance of the employee;
 6. immediate family shall include the employee's spouse or registered domestic partner; child (biological, adopted, foster, step, legal ward or child to whom the employee stands in loco parentis, regardless of age or dependency status); grandchild; parent (biological, adoptive, foster, step, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child); grandparent; in-laws, dependents or foster relatives; sibling of the employee or the employee's spouse or registered domestic partner; or any other person residing with and dependent upon the employee as determined by the IRS definition of dependent;
 7. The use of sick leave for any of the purposes in paragraphs 1-6 above, cannot exceed three (3) days' absence from work without approval of the employee's supervisor prior to the expiration of the three (3) days.
- g. An employee shall be responsible for reporting absence due to sickness to their supervisor at the start of the workday or at the earliest time practicable.
- h. In the event of an absence of more than three (3) days, or under circumstances that indicate potential sick leave abuse, an employee shall, on request of the employee's supervisor, furnish a doctor's report or other evidence of the nature and estimated duration of the employee's sickness.
- i. Upon return to work from sick leave, an employee's supervisor and Department Director/Division Manager may require an employee to be evaluated by a District selected physician, if there is a reasonable concern about the employee's fitness for duty, or if the employee has an illness that could be contagious. These evaluations will be conducted on District time at the District's expense.
- j. Upon termination of employment of not less than ten (10) years, the employee shall receive extra compensation for accumulated and unused sick leave in accordance to the following schedule:

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

An employee who resigns in lieu of retirement for the purpose of receiving a refund of their OPEB contributions, and actually retires within one hundred fifty (150) days of their resignation,

shall be treated as having retired for purposes of this section and shall receive the retirement percentage of extra compensation pursuant to the table immediately above.

6.4 Holidays

The District's paid holidays shall be:

January 1st (New Year's Day)
Third Monday in January (Dr. Martin Luther King, Jr. Day)
February 12 (Lincoln's Birthday)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4th (Independence Day)
First Monday in September (Labor Day)
November 11th (Veteran's Day)
4th Thursday in November (Thanksgiving Day)
Friday after Thanksgiving
December 25th (Christmas Day)

Holidays that occur on a Saturday will be observed on the Friday before and holidays that occur on a Sunday will be observed on the Monday after. Holidays that fall on the employee's day off shall be accumulated and taken on a date mutually agreeable to the employee and the District. In addition, employees shall be entitled to one (1) floating holiday each year. Employees hired after September 1 will not be entitled to the floating holiday for the calendar year in which they were hired. The floating holiday must be taken during each calendar year and may not be carried over to another year or cashed out. Floating holidays shall be requested and approved in the same manner as vacation days.

6.5 Discretionary Leave

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

- a. Discretionary leave may be granted for any of the following purposes:
 1. The leave is deemed to be for the benefit of the employee, including leave for education, vocational training, or welfare.
 2. The leave is deemed to be in the interest of the District, including leave to enhance the employee's skill, knowledge or ability to perform service for the District.
 3. The leave is deemed to be in the public interest, including service by the employee for a governmental entity, public utility, or public service organization.
- b. All discretionary leaves shall be requested or consented to by the employee in writing.
- c. Approval:
 1. Discretionary leaves may be approved for a specified period of time at full pay, part pay, or without pay.

2. Leaves for more than one year or which involve payment of more than the equivalent of four weeks' full salary shall be subject to the approval of the Board of Directors.
 3. Leave during the first 18 months of employment as a managerial employee shall not be approved unless the primary purpose of the leave is to serve the interest of the District or the public.
 4. Employees' requests for discretionary leave for longer than 30 days shall be evaluated with reference to an employee's intent and willingness to return to full-time employment with the District. Such leaves with pay or part pay shall be granted on the assumption that the employee will return to full-time work for the District for not less than one year immediately after the end of the leave. If employment is voluntarily terminated by the employee or is terminated for cause by the District during such year, the employee shall refund the full amount of the pay received from the District during the leave less one-twelfth thereof for each full month the employee worked for the District after the leave. The District may offset against the amount to be paid by the employee any sums owing to the employee for accrued and unused sick leave or annual leave. The Board of Directors may excuse all or part of said payment if it finds extenuating circumstances.
- d. The time an employee is absent on discretionary leave shall not be counted for accrual of annual leave, sick leave or salary increases.
 - e. The time an employee is on discretionary leave with pay shall be counted in the determination of benefits under the District's retirement plan.
 - f. A discretionary leave may be terminated before expiration of the period for which it was granted by the employee with the approval of the General Manager or the Assistant General Manager, or by the District. Termination by the District shall be in written notice delivered or mailed to the employee at least 30 days prior to the effective date thereof.

6.6 Family Care Leave

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

6.7 Jury Duty

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

6.8 Bereavement Leave

An employee may use up to three (3) days of accrued sick leave, or up to five (5) days to travel more than 500 miles or out of state, in the event of the death of an immediate family member: spouse, domestic partner, parent, step-parent, grandparent, grandchild, parent of a spouse or domestic partner, sibling, child (including step-child, adopted child, or other child for whom the employee has parenting

responsibilities), aunt, uncle, legal guardian or permanent member of the household. Additional leave may be available at the discretion of the General Manager or his/her designee. Bereavement leave will not be counted against an employee for purposes of any sick leave management programs.

SECTION 7. RETIREMENT

7.1 Retirement Plan

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

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

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

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

2.35% @ AGE 55

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

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

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

2.00% @ AGE 62

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

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

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

7.2 Retirement Medical Benefit

Core Plan Selection:

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

Medicare Integration:

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

Forfeiture of Plan Design:

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

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

Change in Eligible Dependent(s) Status:

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

Change in Medical Plan After Retirement Within the Core Plans:

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

Non-core Plan Selection:

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

Retiree Pension Deduction:

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

CalPERS 120 Day Rule:

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

Moving Out of Selected Core Plan Service Area:

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

Surviving Spousal Benefit:

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

Vesting:

Five-Year District Service Vesting Period for Employees Hired on/after September 1, 2011:

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

Ten-Year District Service Vesting Period for Employees Hired on/after January 1, 2016:

Effective January 1, 2016, employees hired on or after this date shall be subject to a ten (10) year District-service vesting period to be eligible for retiree medical upon direct retirement from the District. Reciprocal agency service does not count toward the 10-year vesting for retiree medical.

7.2A Employee Contribution to OPEB (Retiree Medical)

Local 21 members will continue making pre-tax contributions to the OPEB Trust Fund via payroll deductions. Effective the first pay period beginning in January 2022 employees will contribute 50% of the normal cost of the OPEB benefit after excluding the actuarially determined implicit subsidy (2.7% of basic compensation beginning January 2022.) The employee contribution will be based on the most recent fiscal year actuarial valuation. In no event shall the amount of the contribution be increased or decreased by more than 0.2% (two tenths of one percent) of base salary in any year. Any change in contribution rate, based on the most recent fiscal year actuarial valuation, will be effective the first pay period beginning in January of each calendar year thereafter. The 0.3% reduction in OPEB contribution compared with other District bargaining unit members is as an offset to a lower wage increase.

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

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

In the event the OPEB Trust becomes 90% funded, as determined by the most recent fiscal year actuarial valuation, the employee contribution shall become 2.0% of salary. If at any time thereafter the OPEB Trust funded ratio is less than 90%, as determined by the most recent fiscal year actuarial valuation, the employee contribution level shall be determined by the formula set forth in the paragraph above until such time as the OPEB Trust is again 90% funded as determined by the most recent fiscal year actuarial valuation. The change in employee contribution level provided for in this paragraph shall not be limited to the 0.2% increase or decrease referenced above.

7.3 Deferred Compensation

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

7.4 Deferred Compensation 401a Plan

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

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

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

If an employee chooses not to participate in the 401a plan, this will in no way impact their ability to participate, in accordance with IRS rules, in the 457b plan and receive the District's deferred compensation matching contribution provided under Section 7.3.

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

7.5 Refund of Employee OPEB Contributions

The provisions described below are the circumstances in which refunds of employee contributions to OPEB will and will not be granted to employees.

1. EMPLOYEES NOT ELIGIBLE FOR RETIREMENT AT OR WITHIN 120 DAYS OF SEPARATION; OPEB WILL BE REFUNDED AT TIME OF SEPARATION: Should an employee who is not eligible for retirement under the Retirement Plan of the Contra Costa Water District (Retirement Plan) at time of separation from District employment or within 120 days following separation from District employment (i.e., does not meet the minimum age vesting requirement during the 120 days), separate from District employment including death, all employee contributions, plus 5% interest per annum, compounded annually, in accordance with current computational procedures, will be returned to the employee upon separation (or to the designated OPEB beneficiary/ies upon death) within three weeks. Such distribution is a taxable event, with no option to roll-over or otherwise tax-defer the distribution. The separating employee is not eligible for retiree medical benefits because the employee is not eligible for retirement.

2. EMPLOYEES RETIRE WITHIN 120. DAYS; OPEB IS NOT REFUNDED: Should an employee who is eligible for retirement under the Retirement Plan separate from District employment and retire under the Retirement Plan immediately or within 120 days of their separation from District employment, eligibility for retiree medical benefits, whether fully-paid or partially-paid by the District, remains valid

for their lifetime (at the fully-paid or partially-paid benefit they were eligible for at the time of their separation from District employment, in accordance with Section 3.1 (Medical Insurance), and no employee OPEB contributions or interest will be refunded. This holds true even if the employee is eligible for retiree medical benefits but is not allowed to participate directly due to CalPERS rules disallowing double coverage (e.g., employee/retiree is covered by a spouse or registered domestic partner "RDP"). The retiree would be allowed to participate in the District's CalPERS medical plan should spousal or RDP coverage cease (e.g., coverage lost due to loss of coverage by spouse/RDP, death, divorce, or dissolution of registered domestic partnership) or should there be other life changes where the retiree later decides to enroll in District-sponsored coverage, subject to CalPERS enrollment rules and limitations.

3. EMPLOYEES RETIRE AFTER 120 DAYS:

a. OPEB REFUNDED AFTER 120 DAYS:

Should an employee who is eligible for retirement under the Retirement Plan at time of separation from District employment or within 120 days following their separation from District employment (i.e., meets the minimum age vesting requirement during the 120 days), retire more than 120 days after their separation from District employment, eligibility for District retiree medical benefits ceases, it cannot be reinstated at any time in the future, and all employee OPEB contributions, plus 5% interest per annum, compounded annually, in accordance with current computational procedures, will be refunded after the 120 days have passed. The OPEB refund will be paid to the employee from the District's general fund (via a live check within three weeks after the 120 days have passed). Such distribution is a taxable event, included on the employee's year-end IRS W-2 form, with no option to roll over or otherwise tax-defer the distribution. Accordingly, for those eligible for retiree medical and who do not retire within the 120 days, the OPEB refund will not be dispersed until after the 120 calendar days. As retirement monthly payments do not commence until an employee retires, this also means that no pension payments will be made until the retirement is effective after the 120-day period.

b. LUMP SUM PENSION PAYMENT:

Should an employee who is eligible for retirement under the Retirement Plan at time of separation from District employment retire more than 120 days after their separation from District employment, but within 150 days after their separation from District employment, an additional lump sum pension payment will be provided under the Retirement Plan as follows for those who meet all the terms and conditions prescribed in this subsection 3(b) and including paragraphs (i) through (vii) below.

- i. Subject to all of the terms and conditions set forth in this subsection, if a participant who is eligible to retire under the Retirement Plan upon separation from District employment retire more than 120 days, but not more than 150 days following the participant's separation from District employment, the amount of the monthly pension benefit payable to the participant beginning at the participant's effective retirement date will equal the monthly pension benefit amount that would have been payable to the participant, under the form of payment elected by the participant, had the participant retired at the participant's separation from District employment. Such monthly pension benefit amount will be calculated based on the terms of the Retirement Plan in effect, and the participant's age and service, as of the participant's separation from District employment. The participant will receive a one-time lump sum payment under the Retirement Plan in an amount equal to the sum of the monthly pension benefit payments, calculated as described in the preceding sentence, the participant would have received during the period beginning on the participant's separation from District

employment and ending on the 120th day after the participant's separation from District employment, unadjusted for interest. For example:

An employee eligible to retire separates from District employment on March 15. The 120th day is July 13. The employee selected July 14 as their effective retirement date. In this case, the employee is entitled to a lump sum payment of four months of pension benefits: April, May, June, and July. Regular monthly pension benefits will begin on August 1.

This lump sum pension payment will be paid to the employee from the Retirement Plan within three weeks after the employee's effective retirement date as long as they submit a completed District Service Retirement Application form at least 90 days in advance of the effective retirement date. Failure to submit a completed District Service Retirement Application form at least 90 days in advance of the retirement date will result in a delayed lump sum pension payment, with no adjustment for interest. This lump sum payment will be included on the year-end IRS 1099-R Form or as otherwise required to be reported for federal and state tax purposes.

- ii. Under no circumstances will the lump sum pension payment exceed four months of District pension benefits applicable to the specific District retiree. The District lump sum pension payment does not include payments for pension benefits from any other pension systems. For example, those with established retirement system reciprocity, who delay retirement beyond 120 days in order to retire from both/all reciprocal systems on the same date, are not entitled to compensation by the District for delayed pension benefits from any such reciprocal retirement system(s).
- iii. In accordance with the Retirement Plan, pension benefits are provided for whole months only beginning on the first day of the month following the effective date of retirement. (See Retirement Plan V, Section 4.) The Retirement Plan does not provide partial-month pension benefits.
- iv. It is the intent of the parties that this lump sum pension payment shall not result in any additional net cost to the Retirement Plan beyond the net cost that the Retirement Plan would have incurred under the OPEB distribution and pension eligibility rules that applied immediately before the transition to CalPERS medical on March 1, 2017.
- v. In an effort to replicate, to the extent possible, conditions prior to the transition to CalPERS medical, while the effective retirement date will be more than 120 days and fewer than 151 days following separation from District employment, the retirement benefit (monthly pension payment) will be calculated using age and service credits as of the time of separation from District employment and the monthly pension payment will commence following the effective retirement date (which will be from 121 through 150 days following separation of service) in the normal course of the Retirement Plan administration.
- vi. The lump sum payment will be calculated, based on the monthly pension payment in (v) above to reflect pension payments that would have been made during the 120-day waiting period. Should this 120-day through 150-day waiting period cross January 1 of any year and there is a Board-approved retiree cost of living adjustment (COLA) effective that same January 1, as

aforementioned the monthly pension will be calculated as if the employee retired the day immediately following District separation. For example:

If an employee separates from service on November 30 and retires on March 31, the 120-day lump sum payment would include one of the months (December) at the actuarial determined amount as of the time of separation, plus three of the months (January, February, and March) of pension benefits at the same amount plus the Board-approved COLA for each of the three months. The regular monthly ongoing pension payments would commence on April 1 (and would include said COLA).

- vii. Employees in this subsection 3 group who are eligible to retire at time of separation from District employment and who retire more than 150 days after separation from District employment are not entitled to receive the lump sum pension payment or OPEB medical coverage but are entitled to the refund of OPEB contributions as provided for in subsection 3(a) above.
- viii. Upon employee request, the District will provide an employee who has submitted a District Service Retirement Application form, as soon as practical following the request, a formal letter specifying the estimated amount of the lump sum values of the pension and OPEB refund.
- ix. In the event that any of the provisions above conflict with the Retirement Plan (as amended to accommodate the provisions above), the provisions of the Retirement Plan will prevail.

SECTION 8. SALARY PRACTICES

8.1 Salary Adjustments

- a. Effective the pay period inclusive of November 9, 2021, a 4.5% cost of living adjustment (COLA) shall be provided.
- b. Effective the pay period inclusive of November 6, 2022, a minimum of 3.0%, maximum of 4.5% COLA based on the August 2021 to August 2022 CPI for San Francisco/Oakland/Hayward, all Urban Wage Earners and Clerical Index (reported in September 2022).
- c. Effective the pay period inclusive of November 5, 2023, a minimum of 3.0%, maximum of 4.5% COLA based on the August 2022 to August 2023 CPI for San Francisco/Oakland/Hayward, all Urban Wage Earners and Clerical Index (reported in September 2023).
- d. Effective the pay period inclusive of November 4, 2024, a minimum of 3.0%, maximum of 4.5% COLA based on the August 2023 to August 2024 CPI for San Francisco/Oakland/Hayward, all Urban Wage Earners and Clerical Index (reported in September 2024).
- e. The following salary schedule shall apply to the Professional/Supervisory Representation Unit:

SALARY SCHEDULE

Position Classification	Step One	Step Two	Step Three	Step Four	Step Five	Effective Date
ACCOUNTANT I	\$7,675.20	\$8,058.26	\$8,460.40	\$8,883.33	\$9,327.06	11/01/2021
ACCOUNTANT II	\$8,588.66	\$9,018.53	\$9,469.20	\$9,942.40	\$10,439.86	11/01/2021
ADMINISTRATIVE ANALYST I	\$8,086.00	\$8,489.86	\$8,914.53	\$9,360.00	\$9,828.00	11/01/2021
ADMINISTRATIVE ANALYST II	\$8,895.46	\$9,340.93	\$9,807.20	\$10,297.73	\$10,812.53	11/01/2021
ADMINISTRATIVE SECRETARY	\$7,049.46	\$7,401.33	\$7,772.26	\$8,160.53	\$8,567.86	11/01/2021
APPLICATIONS ANALYST	\$9,297.60	\$9,762.13	\$10,250.93	\$10,764.00	\$11,301.33	11/01/2021
ASSISTANT ENGINEER	\$9,807.20	\$10,297.73	\$10,812.53	\$11,353.33	\$11,920.13	11/01/2021
ASSISTANT PLANNER	\$7,808.66	\$8,198.66	\$8,607.73	\$9,037.60	\$9,490.00	11/01/2021
ASSISTANT WATER RES SPECIALIST	\$10,278.66	\$10,793.46	\$11,332.53	\$11,899.33	\$12,493.86	11/01/2021
ASSOCIATE ENGINEER	\$10,793.46	\$11,332.53	\$11,899.33	\$12,493.86	\$13,117.86	11/01/2021
ASSOCIATE PLANNER	\$8,588.66	\$9,018.53	\$9,469.20	\$9,942.40	\$10,439.86	11/01/2021
ASSOCIATE WATER RES SPECIALIST	\$11,365.46	\$11,934.00	\$12,530.26	\$13,156.00	\$13,814.66	11/01/2021
CHEMIST / MICROBIOLOGIST	\$8,801.86	\$9,242.13	\$9,704.93	\$10,190.26	\$10,699.86	11/01/2021
CONSTRUCTION LIAISON	\$10,294.26	\$10,809.06	\$11,349.86	\$11,916.66	\$12,512.93	11/01/2021
CUSTOMER SERVICE SUPERVISOR	\$10,788.26	\$11,327.33	\$11,894.13	\$12,488.66	\$13,112.66	11/01/2021
ENGINEERING SUPPORT SUPERVISOR	\$9,987.46	\$10,486.66	\$11,011.86	\$11,563.06	\$12,142.00	11/01/2021
ENGINEERING SVCS COORDINATOR	\$8,588.66	\$9,018.53	\$9,469.20	\$9,942.40	\$10,439.86	11/01/2021
ENVIRONMENTAL COMPLIANCE OFFCR	\$11,909.73	\$12,506.00	\$13,131.73	\$13,788.66	\$14,478.53	11/01/2021
GIS ANALYST	\$8,895.46	\$9,340.93	\$9,807.20	\$10,297.73	\$10,812.53	11/01/2021
GRANTS SPECIALIST	\$11,095.06	\$11,649.73	\$12,232.13	\$12,844.00	\$13,487.06	11/01/2021
INSTRUMENTATION ENGINEER	\$11,365.46	\$11,934.00	\$12,530.26	\$13,156.00	\$13,814.66	11/01/2021
JUNIOR ENGINEER	\$8,895.46	\$9,340.93	\$9,807.20	\$10,297.73	\$10,812.53	11/01/2021
LABORATORY SUPERVISOR	\$10,729.33	\$11,264.93	\$11,828.26	\$12,419.33	\$13,039.86	11/01/2021
MAINTENANCE SUPERINTENDENT	\$10,989.33	\$11,538.80	\$12,116.00	\$12,720.93	\$13,357.06	11/01/2021
O&M SUPERVISOR	\$9,807.20	\$10,297.73	\$10,812.53	\$11,353.33	\$11,920.13	11/01/2021
O&M SUPERVISOR (GRADE 3)	\$9,987.46	\$10,486.66	\$11,011.86	\$11,563.06	\$12,142.00	11/01/2021
OPERS CONTROL ADMINISTRATOR	\$11,372.40	\$11,940.93	\$12,537.20	\$13,164.66	\$13,823.33	11/01/2021
PRINCIPAL ENGINEER	\$13,818.13	\$14,509.73	\$15,236.00	\$15,996.93	\$16,796.00	11/01/2021

Position Classification	Step One	Step Two	Step Three	Step Four	Step Five	Effective Date
PRINCIPAL PLANNER	\$13,755.73	\$14,443.86	\$15,166.66	\$15,925.86	\$16,721.46	11/01/2021
PRINCIPAL WATER RESOURCES SPEC	\$14,168.26	\$14,877.20	\$15,620.80	\$16,402.53	\$17,222.40	11/01/2021
PROGRAMMER ANALYST	\$8,895.46	\$9,340.93	\$9,807.20	\$10,297.73	\$10,812.53	11/01/2021
PROJECT CONTROLS MANAGER	\$12,954.93	\$13,603.20	\$14,282.66	\$14,996.80	\$15,747.33	11/01/2021
PUBLIC INFORMATION SPECIALIST	\$9,330.53	\$9,796.80	\$10,287.33	\$10,802.13	\$11,342.93	11/01/2021
PURCHASING OFFICER	\$11,270.13	\$11,833.46	\$12,424.53	\$13,045.06	\$13,696.80	11/01/2021
RATE & FINANCIAL ANALYST	\$11,037.86	\$11,589.06	\$12,168.00	\$12,776.40	\$13,416.00	11/01/2021
REAL PROPERTY AGENT	\$10,729.33	\$11,264.93	\$11,828.26	\$12,419.33	\$13,039.86	11/01/2021
REAL PROPERTY SPECIALIST	\$9,070.53	\$9,524.66	\$10,001.33	\$10,502.26	\$11,027.46	11/01/2021
SENIOR ACCOUNTANT	\$9,814.13	\$10,304.66	\$10,819.46	\$11,360.26	\$11,928.80	11/01/2021
SENIOR ADMINISTRATIVE ANALYST	\$9,814.13	\$10,304.66	\$10,819.46	\$11,360.26	\$11,928.80	11/01/2021
SENIOR ENGINEER	\$11,909.73	\$12,506.00	\$13,131.73	\$13,788.66	\$14,478.53	11/01/2021
SENIOR NETWORK ANALYST	\$10,729.33	\$11,264.93	\$11,828.26	\$12,419.33	\$13,039.86	11/01/2021
SENIOR PLANNER	\$10,729.33	\$11,264.93	\$11,828.26	\$12,419.33	\$13,039.86	11/01/2021
SENIOR PUBLIC INFO SPECIALIST	\$11,095.06	\$11,649.73	\$12,232.13	\$12,844.00	\$13,487.06	11/01/2021
SENIOR SYSTEM ANALYST	\$10,729.33	\$11,264.93	\$11,828.26	\$12,419.33	\$13,039.86	11/01/2021
SENIOR WATER RES SPECIALIST	\$12,493.86	\$13,117.86	\$13,773.06	\$14,461.20	\$15,184.00	11/01/2021
SUPERVISING ACCOUNTANT	\$10,729.33	\$11,264.93	\$11,828.26	\$12,419.33	\$13,039.86	11/01/2021
WATER USE EFFICIENCY SPECIALIST	\$8,895.46	\$9,340.93	\$9,807.20	\$10,297.73	\$10,812.53	11/01/2021
WATER USE EFFICIENCY SUPERVISOR	\$11,214.66	\$11,774.53	\$12,363.86	\$12,982.66	\$13,632.66	11/01/2021
WATER QUALITY SUPERINTENDENT	\$11,784.93	\$12,374.26	\$12,993.06	\$13,643.06	\$14,326.00	11/01/2021
WATER TREATMENT SUPERINTENDENT	\$13,282.53	\$13,946.40	\$14,643.20	\$15,374.66	\$16,144.26	11/01/2021
WATER TREATMENT SUPERVISOR	\$12,077.86	\$12,681.06	\$13,315.46	\$13,981.06	\$14,679.60	11/01/2021
WATERSHED MGMT SPECIALIST	\$9,814.13	\$10,304.66	\$10,819.46	\$11,360.26	\$11,928.80	11/01/2021
WATERSHED RESCS SUPERINTENDENT	\$11,784.93	\$12,374.26	\$12,993.06	\$13,643.06	\$14,326.00	11/01/2021
WATERSHED RESOURCES SPECIALIST	\$9,070.53	\$9,524.66	\$10,001.33	\$10,502.26	\$11,027.46	11/01/2021

8.2 Salary Administration

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

8.3 Temporary Assignment to Higher Classification

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

8.4 Special Assignments

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

overall District operations. Documentation of the assignment shall be placed in the employee's personnel file and a copy shall be provided to the Union.

8.5 Administrative Leave

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

8.6 Standby Supervisor Pay

- a. An employee assigned to standby shall receive \$131.88 per weekday (M-F) and \$186.25 per weekend day (Sat. – Sun.) and holidays for standby assignments. This amount shall increase each year by the same percentage and on the same date as the COLA. Classifications eligible to receive pay under this subsection shall be O&M Supervisor, Operations Control Administrator and Maintenance Superintendent. The Operations Control Administrator and Maintenance Superintendent positions will not become part of any standby rotation. Those two classifications will only be assigned for eligible standby upon the express direction of their supervisor.
- b. A District vehicle shall be provided to an employee while serving as standby supervisor.
- c. Water Treatment Plant Supervisors, and Superintendent classifications in all Departments/Divisions, shall be eligible for standby pay if assigned by their supervisors. Employees not assigned a District vehicle shall be compensated for any mileage driven consistent with District policy. Water Treatment Plant Supervisors and Superintendents in all Departments/Divisions shall comply with existing policies regarding standby status.

8.7 Certification Incentive

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

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

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

8.9 On-Call Compensation

The following classifications shall receive an additional allotment of Administrative Leave in recognition of the on-call nature of their job responsibilities. The additional leave will be added to the employee's Administrative Leave bank on the first check of the calendar year. The maximum accumulation of administrative leave for the classifications below shall be 88 hours based on this provision.

Position	Additional Administrative Leave
Construction Principal Engineer	24 hours
Primary or Secondary Dam Monitor (when assigned to Associate or Senior Engineer)	24 hours
Environmental Compliance Officer	24 hours
GIS Analyst	24 hours
Programmer Analyst	24 hours
Real Property Agent	24 hours
Senior Network Analyst	24 hours
Senior System Analyst	24 hours

8.10 Overtime/Compensating Time Off for Non-Exempt Classifications

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

8.11 Rest Period

A supervisor who works four (4) or more hours outside of their scheduled workday or work shift will be given a 10-hour rest period before reporting for their next regularly scheduled shift. If that ten (10) hour period extends into their next regular workday or work shift, they shall, nevertheless, receive full pay. In those situations where the supervisor was not on site for (4) or more hours, yet still involved with work lasting four (4) or more hours during the after-hours period, the supervisors may receive a 10-hour rest period with their supervisor's approval. Prior to leaving on rest period, they shall notify their supervisor of any activities that will need to be addressed in their absence, (e.g., timecards, scheduled meetings, vendor visits). Classifications eligible for a rest period under this subsection shall be O&M Supervisor, O&M Superintendent, Water Treatment Plant Supervisor, and Water Treatment Plant Superintendent. The request for a rest period will not be unreasonably denied.

If a supervisor needs relief due to fatigue, they will bring it to their supervisor's attention, or in their supervisor's absence, to the attention of the manager, so proper relief may be provided.

Management approval must be obtained to work through a rest period. During normal working hours that approval can be obtained through the immediate manager or above. After normal working hours, approval must be obtained from the on-call manager.

SECTION 9. GRIEVANCE PROCEDURE

9.1 Purpose

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

9.2 Definitions

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

9.3 Procedural Steps

a. Step One

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

b. Step Two

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

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

- ii. the remedy or correction which has been offered, if any.

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

c. **Step Three**

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

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

9.4 Arbitration Procedure

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

- f. **Written Record:** The final disposition of each grievance shall be set forth in writing and copies furnished to both parties.

SECTION 10. DISCIPLINARY PROCEDURE

- a. Disciplinary action may be imposed upon an employee for just cause.
- b. An employee may appeal a written reprimand to the General Manager or designee within seven (7) business days after receipt. The General Manager or designee shall convene a meeting within ten (10) business days of the appeal to consider the appeal. A written answer shall be made within seven (7) business days after the meeting, stating the District's decision. If the written reprimand is upheld, the employee may attach a written rebuttal or response of not more than ten (10) pages within seven (7) business days after received the appeal decision. Such response will be attached to the written reprimand and will be placed in the employee's personnel file.
- c. In lieu of appealing to the General Manager, the employee may provide a written rebuttal of not more than ten (10) pages to be attached to the written reprimand and placed in the employee's personnel file. The employee's written rebuttal must be submitted within seven (7) business days of their receipt of the written reprimand. Employees requiring additional time may request to the Human Resources & Risk Manager (or designee) three (3) additional business days for their rebuttal.
- d. Copies of documents that support proposed disciplinary action will be made available in the Human Resources Division to the employee or their representative upon request.
- e. Disciplinary action for permanent employees may be grieved and appealed through the arbitration procedure set forth in Section 9.4., above.
- f. Any employee who is the subject of an investigatory interview by the District that may result in disciplinary action for the employee, shall, upon their request, be permitted to have a union representative present during the interview.
- g. The District shall provide the Union with a copy of proposed disciplinary actions (written reprimands, suspensions, temporary reductions in pay, demotions, and terminations) via electronic mail within one (1) business day of issuance to the employee. The District shall provide copies of all written disciplinary actions to the Union via electronic mail within one (1) business day of the issuance to the employee.

SECTION 11. NON-DISCRIMINATION - EQUAL TREATMENT

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

SECTION 12. STRIKES AND LOCKOUTS

12.1 No Strikes or Lockouts

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

12.2 Impasse Procedure

- a. If, in negotiating a new or modified or amended Memorandum of Understanding to become effective on or after the expiration of the current Agreement or of succeeding Agreements, it is mutually agreed that an impasse has occurred, the parties may upon mutual agreement invoke the procedure of mediation in an attempt to resolve the impasse, and that the provisions of Section 12.1 (No Strikes or Lockouts) herein shall be applicable. If the parties cannot agree on a mutually acceptable mediator, they shall request the California State Mediation and Conciliation Service to provide a listing of five mediators, from which the selection of a mediator shall be made consistent with Section 9.4(b).
- b. Upon selection, the mediator shall attempt to obtain a fair and speedy resolution of the impasse. they/them/their shall consider all aspects of the matter in disagreement and provide suggestions and alternatives to the parties for a resolution. Any suggestions of the mediator shall be advisory only, shall be given in confidence, and shall be kept confidential by the parties.
- c. This impasse procedure shall be limited to thirty (30) days. The time limit may be extended by mutual consent of the parties.
- d. The fees and expenses of the mediator, if any, shall be borne equally by the District and the Union.

SECTION 13. LAYOFF/ELIMINATION OF POSITIONS

13.1 Layoff Authority

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

13.2 Layoff Procedure

- a. **Notice:** When the District determines that a layoff is necessary, it shall notify affected employees and the Union in writing at least 30 calendar days in advance of the effective date of layoff. The District will offer to meet with the Union at least twenty-one (21) calendar days prior to the effective date of layoff.
- b. **Seniority Defined:** For purposes of the layoff of permanent employees in their present classification, seniority shall be defined as classification seniority. In the event that classification seniority is the same, District seniority shall be the determining factor. If classification seniority and District seniority are the same, seniority shall be determined in descending order by an employee's final four Social Security numbers. Seniority includes time

accrued in both an employee’s permanent and project positions. The employee with the least seniority within the classification shall be laid off first. Employees serving in a temporary and/or project permanent position in a classification with permanent positions designated for layoff shall be laid off prior to a permanent employee.

- c. The District shall defer implementation of layoffs of permanent employees resulting from return of permanent employees from project assignments for up to six (6) months, provided the District’s total authorized staffing levels and salary budget are not exceeded.
- d. **Order of Layoff:** The employee with the least seniority within the classification shall be laid off first.
 - i. Employees serving in a temporary position in a classification with permanent positions designated for layoff shall be laid off prior to a permanent employee.
 - ii. District may exempt an employee from layoff if it is determined that the employee possesses special expertise necessary to conduct business and that such expertise or qualifications are not possessed by any other permanent employees with more seniority. Such exemptions shall be subject to grievance procedures.
- e. **Regression Ladders:** The below listed groupings of related classifications are established regression ladders for layoff purposes. Employees shall have bumping rights only within the regression ladders.

Group 1	Principal Engineer Senior Engineer Associate Engineer Assistant Engineer Junior Engineer
Group 2	Senior Accountant Payroll Analyst Accountant II Accountant I
Group 3	Project Control Manager Rate & Financial Analyst Senior Administrative Analyst Administrative Analyst II Administrative Analyst I
Group 4	Water Treatment Superintendent Water Treatment Supervisor
Group 5	Principal Planner Senior Planner Associate Planner Assistant Planner
Group 6	Water Quality Superintendent Laboratory Supervisor Chemist/Microbiologist

Group 7	Senior Network Analyst Senior Systems Analyst Programmer Analyst Applications Analyst
Group 8	Senior Public Information Specialist Public Information Specialist
Group 9	Maintenance Superintendent Operations & Maintenance Supervisor
Group 10	Senior Water Resources Specialist Associate Water Resources Specialist Assistant Water Resources Specialist
Group 11	Water Conservation Supervisor Water Conservation Specialist
Group 12	Engineering Support Supervisor Engineering Services Coordinator
Group 13	Senior Watershed Resources Specialist Watershed Resources Specialist

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

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

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

- i. **Rights upon Re-Employment:** Employees rehired from a layoff list shall be re-employed at the same salary step of the class they occupied immediately prior to layoff and have the same employment status (i.e. probationary, permanent) as when they were laid off. They shall also have all rights and benefits, as when they were laid off, with the exception that they do not earn seniority credits or other benefits.

SECTION 14. MANAGEMENT RIGHTS

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

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

SECTION 15. PAST PRACTICE

15.1 Past Practice

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

SECTION 16. UNION SECURITY

16.1 Notice of Recognized Union

When an employee is hired or promoted into a classification represented by the Union, the District shall notify the employee that the Union is the recognized exclusive bargaining agent for the professional/supervisory representation unit.

16.2 Automatic Payroll Deductions and Remittance

Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the District will deduct the appropriate dues and/or fees, as established and as may be changed from time to time by the Union, from the employee's pay, and remit such dues and/or fees to the Union. Employee requests to begin, cancel, or change such deductions must be directed to the Union, rather than to the District. The District will automatically cease deductions for any employee who is no longer employed in a classification represented by the Union.

Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30)-day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

If the Union notifies the District prior to the pay period end date (e.g., July 1, 2018), the effective date of dues or fees deductions or revocation for employees shall be the pay date following (e.g., July 6, 2018) the Union's notification to the District. Otherwise, the dues or fees deduction or revocation will be effective the next pay date (e.g., July 20, 2018).

16.3 Hold Harmless

In accordance with Government Code § 1157.12, the Union shall indemnify the District for any claims made by an employee for deductions made pursuant to this Section 16.

16.4 Access to New Employees

16.4.1 Definitions

- a. A "new employee orientation" is the on-boarding process of newly hired District employees, including employees who have promoted into the Union's representation unit, whether in person, online, or through other means or mediums, when they receive information about their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters.
- b. A "new employee" includes a regular, temporary, full-time, part-time, project, or seasonal employee who is represented by the Union.

16.4.2 New Employee Orientations

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

16.4.3 Employee Information

- a. The District will make reasonable efforts to provide the Union with a new employee's name, job title, department, work location, work, home, and personal cellular telephone numbers, work and personal e-mail addresses; and home address on file with the District within fourteen (14)

calendar days of the employee's start date, but in any event, not later than 30 days after the employee's start date.

- b. By February 15, June 15, and October 15, the District will provide the Union with a list of all the information referenced in the preceding paragraph for all represented employees.

SECTION 17. HEALTH AND SAFETY

17.1 Obligation Acknowledged:

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

17.2 Safety Shoes

- a. Affected positions in the following classifications shall be provided up to \$228.00 (\$276.00 orthopedic) per fiscal year to purchase approved safety shoes that incumbents must wear whenever there is exposure to foot injuries on the job:

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

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

17.3 Management Wellness Program

- a. The District will contribute in accordance with the schedule below toward initiation fees and ongoing membership costs in a gym, athletic, or fitness club of the employee’s choosing.
 - 1. Initiation Fee: On a one-time basis, the District will reimburse one hundred percent (100%) of the initiation fee up to a maximum of fifty dollars (\$50).

2. Monthly Dues/Fees: The District will reimburse fifty percent (50%) of the monthly dues or fees up to a maximum amount of forty dollars (\$40) per month.
- b. Requests for reimbursement must be submitted to the District within ninety (90) calendar days of the date the expense was incurred.
 - c. Employees who submit requests for reimbursement for a pre-paid multi-month membership plan or pre-paid multi-month membership package that includes an initiation fee will receive a single reimbursement not to exceed the cumulative total reimbursement amounts listed above. Reimbursement for multi-month membership plans or packages shall not exceed twelve (12) months' costs. Employees who are reimbursed for a multi-month membership plan or package and who subsequently terminate their employment prior to completion of the package's term shall reimburse the District for the cost of the remainder of the package that continues post-employment.

SECTION 18. HOURS OF WORK

18.1 Normal Workweek

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

18.2 Alternate Work Schedule

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

18.3 Los Vaqueros Holiday/Weekend Coverage

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

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

SECTION 19. UNIFORMS

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

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

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

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

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

The following applies to temporary positions or assignments:

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

SECTION 20. SAVINGS CLAUSE

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

SECTION 21. DRUG AND ALCOHOL FREE WORKPLACE

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

SECTION 22. PROJECT EMPLOYEES

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

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


SECTION 23. TERM


This Memorandum of Understanding shall become effective November 9, 2021, to the extent authorized by law, and remain in effect up to and including November 8, 2025.

Dated: December 8, 2021

**INTERNATIONAL FEDERATION OF
PROFESSIONAL & TECHNICAL
ENGINEERS, LOCAL 21, AFL-CIO**

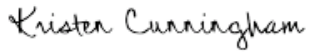
CONTRA COSTA WATER DISTRICT

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Jeff Duritz, Local 21, Representative/Organizer

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12/15/21
Stephen Welch, General Manager


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Bob Eagle

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Kristen Cunningham, HR and Risk Manager

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Cristina Estrella

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Jeff Quimby, Assistant General Manager

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12/15/21
Kathy Hildenbrand


12/8/21
Joseph E. Wiley, Special Legal Counsel

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12/15/21
Kathy Ringot

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA WATER DISTRICT
&
IFPTE, LOCAL 21**

This Side Letter Agreement is by and between IFPTE, Local 21 (Union) and the Contra Costa Water District (District) and is effective on September 27, 2022. The District's Board of Directors approved the terms of this Agreement on September 21, 2022.

This Side Letter Agreement amends Section 7.1 – Retirement Plan and Section 7.2A Employee Contribution to OPEB of the Memorandum of Understanding between the District and the Union.

7.1 Retirement Plan:

- A. Classic participants shall continue to contribute six and forty-three one hundredths percent (6.43%) of basic compensation toward the Retirement Plan via payroll deduction. The District shall continue to contribute the remaining three percent (3.00%) of the total nine and forty-three one hundredths percent (9.43%) employee retirement contribution.

Effective the pay period inclusive of November 6, 2022, eleven and eight-nine hundredths' percent (11.89%) of the basic compensation of each Classic participant shall be the designated contribution to the Retirement Plan in consideration of adding a guaranteed retiree COLA benefit for future retirees. The increase above the current Classic participant contribution amount will be phased in over a period of three (3) years as specified below. Three percent (3.00%) of the designated contribution plus the additional percentage amount equal to the difference between the designated contribution and the Classic participant net contributions during the phase-in period shall be contributed for the participant by the District. Classic participant net contributions shall be as follows:

Current:	6.43%
Effective the pay period inclusive of November 6, 2022:	6.93%
Effective the pay period inclusive of November 5, 2023:	7.91%
Effective the pay period inclusive of November 4, 2024:	8.89%

- B. PEPRAs participants shall continue to contribute toward the Retirement Plan the amount as determined from time to time by the District's actuarial consultant, currently six and one-half percent (6.5%), or the amount of the contribution provided by this agreement for PEPRAs participants, whichever is greater. Such contribution will be made by payroll deduction.

Effective the pay period inclusive of November 6, 2022, in consideration of adding a guaranteed retiree COLA benefit for future retirees, each PEPRAs participant shall pay the following incremental contribution rates in addition to the actuarially determined PEPRAs contribution rate for that year, excluding the cost of the retiree COLA benefit. Effective the pay period inclusive of November 4, 2024, PEPRAs participants will pay the full actuarially determined PEPRAs contribution rate including the cost of the guaranteed retiree COLA benefit. PEPRAs participant net contribution percentages, funded 50%/50% between the District and the employee, shall not change as a result of adding the guaranteed retiree COLA benefit.

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA WATER DISTRICT
&
IFPTE, LOCAL 21**

Current:	6.5%
Effective the pay period inclusive of November 6, 2022:	+0.50%
Effective the pay period inclusive of November 5, 2023:	+1.375%
Effective the pay period inclusive of November 4, 2024:	Full PEPRA Contribution

- C. The District will amend the Retirement Plan to provide employees (future retirees) in both Plan tiers a guaranteed retiree COLA benefit each year applied to future retirement disbursements, on all pensions for the first seventy-five thousand dollars (\$75,000) (2022 dollars) of the pension. The retiree COLA will be implemented on January 1 of each year. The \$75,000 threshold will be increased annually by two percent (2.0%) effective January 1 of each year. COLA increases will be based on the October to October San Francisco-Oakland-Hayward Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) with a maximum COLA of two percent (2.0%). In years when the CPI-W is greater than two percent (2.0%), the excess percentage will be banked and applied to increase the retiree COLA when the CPI-W in a subsequent year is less than two percent (2%). Employees who have contributed towards the retiree COLA cost will be eligible to receive the benefit in retirement.
- D. Employee contributions for the retiree COLA were determined based on the principle that the benefit would be funded 50%/50% between the District and the beneficiary. In the event current retirees are provided a retiree COLA benefit that is greater than the benefits employees receive through this agreement, the District will meet and confer with the Union to establish an equivalent benefit.

7.2A OPEB Contributions

Employee OPEB contributions will be reduced by one-half percent (0.5%) from the rates found in the 2021-2025 MOU. In all cases, employee contribution rates will first be calculated in accordance with the 2021-2025 MOU's terms and then the one-half percent (0.5%) reduction will be applied to determine the final effective employee contribution rate. Reduced contributions will begin the pay period inclusive of November 6, 2022.

Experience Bonus (New Section)

- The District shall pay an experience bonus of 1% of base pay for each decade of District service, payable as a non-pensionable annual lump sum in addition to base pay. The Experience Bonus will be paid to all eligible employees annually no later than December 28.

Service Years	Experience Annual Bonus
Years 10-19	1%
Years 20-29	2%

**SIDE LETTER AGREEMENT
BETWEEN
CONTRA COSTA WATER DISTRICT
&
IFPTE, LOCAL 21**

Years 30-39	3%
Years 40+	4%

- Experience bonus eligibility is based on when employee contributions begin. For example, for employees who first contribute to the retiree COLA in November 2022, first eligibility for the 1% bonus will be the pay period including November 1, 2032.

Contra Costa Water District:

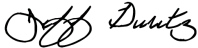


Stephen J. Welch, General Manager

9/27/2022

Date

Local 21:



Jeff Duritz, Representative/Organizer

9/27/2022

Date