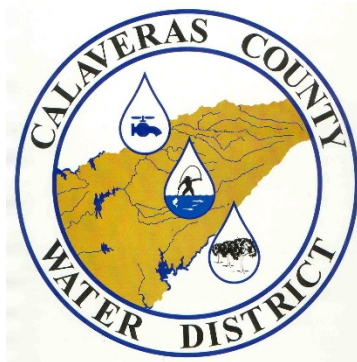


AGREEMENT BETWEEN
CALAVERAS COUNTY WATER DISTRICT
AND
MANAGEMENT & CONFIDENTIAL UNIT



EFFECTIVE JULY 1, 2021 THRU JUNE 30, 2026

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Article 1 - Recognition and Definitions

- A. Recognition – The Calaveras County Water District (District), recognizes the Management and Confidential Union (MCU), per resolution 2003-17 as the exclusive bargaining representative for all regular full-time and regular part-time classifications listed in the attached salary schedule.

- B. Definitions
 - 1. Days - calendar days.
 - 2. Employee - a person in the bargaining unit.
 - 3. Management - the General Manager or designee.

Article 2 - MCU Rights

- A. MCU Communications – The MCU will be afforded the use, without charge, of any District interoffice communications systems for transmission of information concerning MCU matters. Such use will not extend to the use of the U.S. Mail, direct communication to/from employees in violation of federal law, or to the making of long-distance telephone calls, at District expense. MCU communications, phone calls, emails, etc. not unduly interrupt or interfere with normal operations.

- B. MCU Negotiating Representatives – The District will allow up to four (4) MCU representatives release time for negotiations with the District for purposes of reaching a successor memorandum of understanding (MOU). Release time will include travel time and up to one (1) hour prior and up to one (1) hour after each negotiation session. Such representatives will be designated by the MCU in writing to management.

- C. New Hire Orientation – An MCU representative will be allowed an adequate amount of time to inform new employees, at the employee's District orientation, of MCU policies and procedures. The District will notify the MCU's President of the date and time of the employee's orientation.

- D. Right to Representation – Employees have the right to the representation by an MCU representative in all investigative meetings which could lead to discipline.

- E. MCU Dues – Upon certification from the MCU that an employee has signed an authorization for the deduction of MCU dues, the District will make payroll deductions at an amount to be determined by the MCU and communicated to the District annually. The District will promptly remit deductions to the MCU. Employee requests to cancel or change membership dues deductions must be directed to the MCU. Upon notification from the MCU that an employee has canceled or changed membership dues, the District will promptly cease MCU dues deductions from the employee's paycheck. The MCU will hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and will

indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

Article 3 - Management Rights

All District rights and functions, except those that are expressly abridged or modified by this agreement, remain vested with the District. Nothing in this Agreement restricts any legal or inherent exclusive District right with respect to matters or general legislative or managerial policy, which include but are not limited to:

- A. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the District including the methods, means and personnel by which the District operations are to be conducted.
- C. To assign work and require overtime when District needs require such action.
- D. To direct the work force, including the right to hire, assign, promote, demote, or transfer an employee.
- E. To determine the location of all work assignments and facilities.
- F. To determine the layout and the machinery, equipment, or materials to be used.
- G. To determine processes, techniques, methods and means of all operations, including changes, allocation, or adjustments of any machinery or equipment.
- H. To determine the size and composition of the work force.
- I. To determine the policies and procedures affecting the selection or training of employees.
- J. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances, and the procedures for said assessment.
- K. To control and determine the use and location of District employees, property, material, machinery, or equipment.
- L. To determine and enforce safety, health, and property protection measures.
- M. To transfer work from one job site to another or from one location or unit to another.
- N. To introduce new, improved, or different methods of operations or to change existing methods.
- O. To lay off employees from duty for lack of work, lack of funds, or any other legitimate reason.
- P. To reprimand, suspend, discharge, or otherwise discipline employees.
- Q. To discharge probationary employees without right of appeal.
- R. To establish or eliminate job classifications and allocate District positions to such classifications.
- S. To promulgate, modify, and enforce work and safety rules and regulations.
- T. To take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the

public it serves.

- U. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- V. Make reasonable rules and regulations; and
- W. Take all necessary actions to prepare for and carry out its mission in emergencies.

Article 4 – Compensation

Employees will be paid according to the salary schedule shown in the attached appendix(es).

A. Equity Adjustments

1. The following classification will receive an equity adjustment on July 1, 2021, as indicated:

Director of Administrative Services	4.5%
Director of Operations	5.5%
External Affairs Manager	3.5%
Human Resources Manager	3.5%

2. The Director of Operations will receive an equity adjustment of 2.0% on July 1, 2022.

- B. The parties recognize that there may be a need to evaluate equity adjustments during the term of this MOU. Any changes will be by mutual agreement.

C. Salary Increases

1. Effective July 1, 2021, all classifications will receive a three and a half percent (3.5%) salary increase
2. Effective July 1, 2022, all classifications will receive a three percent (3.0%) salary increase
3. Effective July 1, 2023, all classifications will receive a three percent (3.0%) salary increase
4. Effective July 1, 2024, all classifications will receive a two percent (2.0%) salary increase
5. Effective July 1, 2025, all classifications will receive a two percent (2.0%) salary increase

- D. **Out of Class Pay:** Employees assigned to perform work duties of a higher classification on a temporary basis will receive an additional five percent (5.0%) of their base pay. The assignment will be in writing and will specify the date and duration of the out-of-class duties assigned.

The District will report this special compensation per pay period for Classic members only, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the District does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

Article 5 - Deferred Compensation

The District will match dollar for dollar Management and Confidential employee contributions to District approved deferred compensation plans up to a maximum of \$4,000 per calendar year (January through December).

Article 6 - Longevity Pay

Employees will receive longevity pay as follows:

- A. The completion of 15 years of continuous service will receive an additional two and a half percent (2.5%) of their base rate of pay.
- B. The completion of 20 years of continuous service will receive an additional five percent (5.0%) of their base rate of pay.
- C. The completion of 25 years of continuous service will receive an additional seven and a half percent (7.5%) of their base rate of pay.

Longevity pay is not cumulative.

Article 7 – Overtime

- A. Overtime Pay - Non-exempt employees who work in excess of their regularly scheduled workday or forty (40) hours per workweek will be compensated at one and one-half (1-1/2) times their regular rate of pay. The employee must have authorization from the Department head before working overtime unless there is an emergency. Overtime may be taken in cash or in Compensatory Time Off (CTO) at the discretion of the employee.
- B. Double Time Pay – Non-exempt employees who work in excess of twelve (12) hours in a workday will have all hours after twelve (12) compensated at twice the employee's regular rate of pay. The employee must have authorization from the Department head before working in excess of twelve (12) hours. Double time may be taken in cash or in CTO at the discretion of the employee.
- C. Compensatory Time Off (CTO) – Non-exempt employees may accrue up to a maximum of sixty (60) hours of CTO. CTO will be scheduled with the approval of the Department head. An employee may cash out CTO during the year in which it was earned, any remaining hours will be paid out in the final pay period of the calendar year.

Article 8 - Medical and Related Benefits

- A. Medical Insurance – The District contracts for employee, dependents, retirees and their dependents medical insurance benefit plans through CalPERS Public Employees Medical and Hospital Care Program. Employees have the option of enrolling in any available plan.

The District will contribute up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 4
Employee plus family	Note 1	Note 2	Note 5

Note 1: The Medical Benefit will be equal to the minimum established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit will be equal to the 100% of the Region 1 CalPERS Choice health plan and 100% of the dental premium.

Note 4: The total benefit will be equal to 92.5% of the Region 1 CalPERS Choice health plan and 92.5% of the dental premium.

Note 5: The total benefit will be equal to 90.8% of the Region 1 CalPERS Choice health plan and 90% of the dental premium.

- B. Medical-in-Lieu – Employees who provide proof of coverage under a qualified medical plan may decline to accept medical coverage and receive medical-in-lieu. Employees hired before July 1, 2021, will receive \$500 per month. Employees hired after June 30, 2021, will receive a \$250 monthly contribution to their ICMA VantageCare account.
- C. Dental Insurance - The District will maintain a dental plan. Employees and their dependents must enroll in the dental plan.
- D. Vision Insurance – The District will provide employees and their dependents with a vision insurance plan.
- E. Life Insurance - The District will provide employees with a life insurance policy equal to two and a half times (2-1/2) their annual salary up to \$250,000.
- F. Disability Insurance – The District will provide employees with short- and long-term disability insurance in lieu of the employees purchasing California State Disability Insurance.
- G. Retiree Medical - Employees hired prior to the rescission of the vesting schedule, who did not opt out of 22893, will receive a retiree medical benefit equal to 22893, minus

the minimum equal contribution as established annually by CalPERS. This vested retiree health benefit right is promised to current retirees and future retirees who qualify under this section when they retire even beyond the term of this MOU.

H. Retiree Medical Buyout – Employees hired prior to the rescension of the vesting schedule, may make a one-time irrevocable election to accept a buyout of their retiree medical. The election period will be for thirty (30) days following the rescension of the vesting schedule, the decision will be final and binding. Employees who accept the buyout will have the buyout placed into their ICMA VantageCare account on January 1, 2022. The buyouts will be calculated as follows:

1. Employees with less than ten (10) years of CalPERS service will receive \$4,500 per year of CalPERS service.
2. Employees with a minimum of ten (10) years of CalPERS service will receive \$9,000 per year of CalPERS service with a maximum buyout of \$168,000.
3. Buyouts will be paid to the nearest tenth of a year as of the pay period directly following the rescension of the vesting schedule.

If allowable the District may use the PARS account to fund the buyouts in a lump sum payment, alternatively the District will make payments annually on July 1 of at least \$500,000 divided evenly among all District employees with a remaining balance due. Management retains sole discretion whether to increase the annual payment amount. Any employee who separates from the District with a balance due will receive the remaining amount upon separation.

I. ICMA VantageCare – The District will provide employees a VantageCare retiree health savings account with ICMA. Employees may withdraw from the plan upon separation from District employment per the requirements of the plan. The District will pay the accounting fee as charged by the plan. The bargaining unit may set or adjust the employee contribution amount annually by November 15, to be effective the first pay period in January of the following year. The District will make contributions as follows:

1. For employees hired before the rescension of the CalPERS 22893 vesting schedule, and who are covered by the 22893 vesting schedule the District will contribute fifteen dollars (\$15) per pay period into their VantageCare Account.
2. For employees hired before the rescension of the CalPERS 22893 vesting schedule, and who are not covered by the 22893 vesting schedule the District will contribute sixty-five dollars (\$65) per pay period into their VantageCare Account.
3. For employees hired after the recession of the CalPERS 22893 vesting schedule, the District will contribute forty dollars (\$40) per pay period into their VantageCare Account.

Article 9 - Retirement

- A. The District contracts with California Public Employees Retirement System (CalPERS) for a retirement benefit for District employees as follows:
1. For employees hired on or before July 30, 2012 - These employee will be provided a retirement benefit of 2.7% at age 55 formula with the one(1) year final average compensation period , as defined by CalPERS in government code section 20042. These employees will pay one hundred percent (100%) of their eight percent (8%) employee member contribution on a pre-tax basis.
 2. For employees hired on or after August 1, 2012 and employees hired on or after January 1, 2013 with reciprocity recognized under CalPERS - These employee will be provided a retirement benefit of 2% at age 60 formula with the three (3) year final average compensation period, as defined by CalPERS in government code section 20037. These employees will pay one hundred percent (100%) of their seven percent (7%) employee member contribution on a pre-tax basis.
 3. For employees hired on or after January 1, 2013 without reciprocity recognized under CalPERS - These employee will be provided a retirement benefit of 2% at age 62 formula with the three (3) year final average compensation period, as defined by CalPERS in government code section 20037. These employees will pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
 4. Optional Benefits – All retirement plans have the following optional CalPERS retirement benefits:
 - a. Social Security Coverage
 - b. Sick Leave Service Credit
 - c. Standard Non-Industrial Disability
 - d. Pre-Retirement Death Benefit Optional Settlement 2
 - e. Post-Retirement Death Benefits \$600 Lump Sum
 - f. 2% retiree COLA

Article 10 – Holiday Pay

- A. The District recognizes the following holidays as paid holidays:

New Year's Day
Martin Luther King Jr. Birthday
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day

The Day After Thanksgiving Day
 Christmas Eve Day
 Christmas Day

An employee is eligible for holiday pay if they are in paid status on the workday before and the workday after the holiday.

- B. Employees will be provided an eight (8) hour personal holiday annually on January 1. The personal holiday must be taken during the year, or it will be forfeited on December 31.
- C. Whenever a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Whenever a holiday falls on a Sunday the following Monday will be observed as the holiday. Exceptions: When Christmas Day falls on Saturday, the preceding Thursday will be observed as the holiday. When Christmas Eve Day falls on a Sunday, the following Tuesday will be observed as the holiday.
- D. The following three (3) holidays may be used as “floating holidays” which can be taken as a regularly scheduled holiday or substituted for an alternative day off within the calendar year with a minimum of two (2) weeks’ notice and prior approval from their department head. If these holidays are not taken prior to December 31 each calendar year, they may be paid out: Martin Luther King Jr. Day, Presidents Day and Juneteenth.

Article 11 – Leaves

A. Paid Time Off (PTO) – Employees will accrue PTO bi-monthly as follows:

<u>Years of Service</u>	<u>Annual Days</u>	<u>Annual Hours</u>	<u>Bi-monthly accrual</u>
0-3	22	176	7.33
3-10	27	216	9.00
10 +	32	256	10.67

Years of service will be defined as current continuous service with the District. PTO leave may not be used to extend an employee’s employment.

Employees who have a PTO leave balance in excess of three hundred and eighty (380) hours on December 31, will have those hours cashed out during the last pay period of the year.

- B. PTO Usage – PTO usage will be on a first accrued first used basis.
- C. PTO Sell-Back – Employees may make an irrevocable decision during the month of November for the succeeding year to sell-back up to the total PTO hours earned between January 1 and August 31 of the following year. Payment for the PTO will be paid during the first full pay period in September. The employee must have a minimum of eighty (80) hours of PTO available after the sell-back occurs.

- D. Retirement Notice Incentive – Employees who provide the District’s Human Resources Department with a minimum of six (6) months’ notice and take less than eighty (80) hours of PTO during their final six (6) months of employment, will receive a retirement notice bonus of \$1,000.

Employees who provide the District’s Human Resources Department with a minimum of three (3) months’ notice and take less than forty (40) hours of PTO during their final three (3) months of employment will receive a retirement notice bonus of \$500.

The incentive will be paid upon separation.

- E. Management Leave - Exempt employees will receive fifty-six (56) hours per fiscal year of management leave. Up to fifty-six (56) hours of management leave may be rolled over to the beginning of the fiscal year. Any hours in excess of 56 hours on June 30th will be forfeited.

Upon hire into an Exempt classification represented by this memorandum of understanding, the employee will receive management leave as follows:

<u>Hire Date</u>	<u>Hours</u>
July 1 – August 31	56 Hours
September 1 – October 31	45 Hours
November 1 – December 31	34 Hours
January 1 – February 28/29	23Hours
March 1 – April 30	12 Hours
May 1 – June 30	0 Hours

- F. Bereavement Leave – The District will provide up to twenty-four (24) hours of paid bereavement leave upon the death of an employee’s spouse, domestic partner, parents (including in-laws), sibling, child, grandchild, or grandparent. Employees may use PTO or CTO leave for additional time off or to attend to other death, bereavement, or funeral needs.
- G. Jury Duty – The members of the MCU will adhere to the personnel policy regarding disability leaves.
- H. Disability Leave – The members of the MCU will adhere to the personnel policy regarding disability leaves.
- I. Authorized Leaves of Absence – The members of the MCU will adhere to the personnel policy regarding authorized leaves of absences.
- J. Unauthorized Leaves of Absence – The members of the MCU will adhere to the personnel policy regarding unauthorized leaves of absences.

- K. Continuity of Services – The members of the MCU will adhere to the personnel policy regarding unauthorized leaves of absences.

Article 12 – Uniforms

- A. Uniforms - Employees will be provided five (5) CCWD shirts and one (1) sweatshirt or sweater annually. The District will report a maximum of \$10.00 per pay period to CalPERS as the cost of these uniforms for Classic Members.
- B. Safety Boot Allowance - Employees will be reimbursed up to two-hundred dollars (\$200.00) per fiscal year for the purchase of safety boots, that satisfy Cal/OSHA footwear standards as noted in the California Code of Regulations, Title 8, § 3385. This provision only applies to those employees whose work tasks require the need at the discretion of the General Manager.
- C. Winter Weather Gear Allowance - Employees will be reimbursed up to two-hundred dollars (\$200.00) every other fiscal year for the purchase and maintenance of winter weather gear. This provision only applies to those employees whose work tasks require the need at the discretion of the General Manager.

Article 13: TERM OF AGREEMENT

The term of this Agreement will begin on July 1, 2021 and will expire on June 30, 2026.

