

**EMPLOYMENT AGREEMENT**  
**BETWEEN**  
**THE CONTRA COSTA WATER DISTRICT**  
**AND**  
**CONFIDENTIAL EMPLOYEES**

**PREAMBLE**

This Employment Agreement is made and entered into between the General Manager of the Contra Costa Water District, (hereinafter referred to as "District,") and the Confidential Employees (hereinafter referred to as "Employees,") pursuant to California Government Code §3500 et seq., and the Contra Costa Water District's Employer-Employee Relations Policy (Regulation No. 3.16).

The Confidential Employees are valued contributors and perform functions that are critical to achievement of the District's Mission. Therefore, the District will, as part of its annual consideration of wages, hours, and conditions of employment of the Employees, consider factors including cost-of-living adjustments and/or benefit changes or increases given to other units, and the District's ability to pay for such modifications.

The parties have mutually agreed on terms and conditions of employment as set forth herein for the one-year period commencing October 3, 2020, unless otherwise modified consistent with the provisions herein or unless terminated by either party pursuant to Article XIII ("Term").

**ARTICLE I.                    GROUP INSURANCE BENEFITS**

The District agrees to provide the following group insurance benefits during the term of this agreement.

A.        Medical/Hospitalization Insurance

The District will make a direct contribution to an Employee's CalPERS medical premium equal to the minimum employer contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA) on behalf of each eligible employee, together with a contribution through the District's cafeteria plan, to contribute up to the Kaiser Health Plan full family cost toward the Employee's medical/hospitalization insurance during the term of this agreement. If the Employee fails to make an election of health insurance benefits and/or provides proof of qualified enrollment in other group medical insurance, the employee is not eligible to receive the employer contribution as cash.

B.        Dental Insurance

The District will provide fully paid dental insurance for the Employee and his/her eligible dependents during the term of this agreement.

C. Vision Insurance

The District will provide fully paid vision insurance for the Employee and his/her eligible dependents during the term of this agreement.

D. Life Insurance

The District will provide fully paid term life insurance equal to twice the Employee's base annual salary, but not more than \$150,000, and accidental death and dismemberment benefits. Eligible dependents shall be provided \$1,500 term life insurance.

E. Health Insurance Credit

Opt-Out Entirely

Eligible Employees may opt-out entirely of the CalPERS medical plans after providing proof of other qualified coverage. In this event, 66⅔% of the District premium savings resulting from the opt-out, and based on the tier level the Employee is eligible for (utilizing the corresponding Kaiser tier rate); shall be credited to the Employee as additional compensation per month.

Opt-Out for Qualified Dependents

Eligible Employees may enroll themselves but elect not to insure some or any of their qualified dependents in a CalPERS medical plan. After providing proof of other qualified coverage for eligible dependents elected not to be covered by the District's plan, 66⅔% of the District premium savings resulting from this election, based on the tier level the employee selects as compared to the tier level eligible for (utilizing the corresponding Kaiser tier rate), shall be credited to the employee as additional compensation per month.

F. Employee Assistance

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

G. Short Term Disability

Short term disability (STD) benefits are provided to the Employee equal to two-thirds (66-2/3%) of base salary to a maximum benefit of \$1,346.00 weekly. The terms and conditions of coverage are fully set forth in an STD policy provided to the Employee.

H. Long Term Disability

Long term disability (LTD) benefits are provided to the Employee equal to two-thirds (66-2/3%) of base salary to a maximum benefit of \$5,833 monthly. The terms and conditions of coverage are fully set forth in an LTD policy provided to the Employee.

**ARTICLE II. SALARY PRACTICES**

- A. This agreement covers the following positions:  
 Administrative Assistant, Administrative Secretary, Assistant to the General Manager, District Secretary\*, Human Resources Analyst I, Human Resources Analyst II, Human Resources Assistant, Human Resources Supervisor, Payroll Analyst, and Risk Management Officer.

\*This position was added to the Confidential Employee Unit on August 4, 2021.

<b>CONFIDENTIAL CLASSIFICATIONS (EXEMPT)</b>					
<b>MONTHLY RATES (EFFECTIVE 09/21/20)</b>					
<b>Position Classification</b>	<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>	<b>Step Four</b>	<b>Step Five</b>
Human Resources Supervisor	\$11,488.53	\$12,062.27	\$12,665.47	\$13,298.13	\$13,963.73
Risk Management Officer	\$10,519.60	\$11,044.80	\$11,597.73	\$12,178.40	\$12,786.80
Human Resources Analyst II	\$8,649.33	\$9,082.67	\$9,536.80	\$10,013.47	\$10,514.40
Human Resources Analyst I	\$7,373.60	\$7,742.80	\$8,129.33	\$8,536.67	\$8,963.07
Payroll Analyst	\$8,274.93	\$8,689.20	\$9,124.27	\$9,580.13	\$10,058.53

<b>CONFIDENTIAL CLASSIFICATIONS (NON-EXEMPT)</b>					
<b>HOURLY RATES (EFFECTIVE 09/21/20 AND 08/04/21)</b>					
<b>Position Classification</b>	<b>Step One</b>	<b>Step Two</b>	<b>Step Three</b>	<b>Step Four</b>	<b>Step Five</b>
Assistant to the General Manager	\$47.81	\$50.20	\$52.71	\$55.35	\$58.12
Administrative Assistant	\$45.26	\$47.52	\$49.90	\$52.40	\$55.02
District Secretary	\$44.04	\$46.24	\$48.55	\$50.98	\$53.53
Administrative Secretary	\$39.64	\$41.62	\$43.70	\$45.88	\$48.17
Human Resources Assistant	\$39.10	\$41.06	\$43.11	\$45.27	\$47.53

- Salary adjustments based on performance shall be to the next higher step in the salary range.
- Each Employee in a Confidential classification shall have probationary status during the first six months in the classification. Upon successful completion of probation, the Employee shall advance to the next step in the salary range.
- Once an Employee successfully completes probation, the Employee shall continue to advance in the salary range after completion of each period of twenty-six pay periods (i.e. annually) thereafter, providing the employee receives a performance evaluation immediately prior to the twenty-sixth pay period with an overall "satisfactory" evaluation, or better. 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.
- Temporary Assignment to Higher Classification:

The salary of an Employee temporarily assigned to work in a vacant position, or a position vacant due to a leave of absence (vacation, sick leave, etc.), in any classification with a higher maximum salary range, shall, for the length of the temporary assignment, be the first pay step in the range of the higher class 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 class and ends when the Employee is returned to his/her normal duties.

Proper documentation identifying the vacant position and dates authorized to be worked out-of-classification shall be submitted by the supervisor along with an affected Employee's time card for each out-of-classification assignment qualifying under this provision.

Persons temporarily 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.

**ARTICLE III. LEAVE PROVISIONS**

A. Vacation Accrual

The Employee shall accumulate vacation hours on a bi-weekly basis in accordance to the following schedule:

1. Upon employment, the Employee shall be credited with forty hours of vacation hours.
2. The following schedule shall apply thereafter:

DURATION OF EMPLOYMENT	ANNUAL ACCUMULATION	BI-WEEKLY ACCRUAL
Beginning service	10 days	3.077 hours
After completion of 1 year	15 days	4.615 hours
After completion of 2 years	17 days	5.231 hours
After completion of 4 years	21 days	6.462 hours
After completion of 9 years	23 days	7.077 hours
After completion of 14 years	28 days	8.615 hours
After completion of 19 years	33 days	10.154 hours
After completion of 24 years	35 days	10.769 hours

3. Vacation hours may be converted to extra compensation on an hour-per-hour basis for the first 120 hours of vacation taken each Employee anniversary year in compliance with the District's Irrevocable Election of Accrued Leave Cash Out Program.
4. Employees may accumulate up to two (2) times his/her annual vacation accrual. The maximum accumulation does not include incentive vacation hours. Once the Employee accumulates the maximum, he/she will cease accumulating any further vacation hours until the Employee uses or cashes out sufficient vacation hours to reduce his/her total accrual to below the cap.
5. Employees may convert vacation to sick leave at the rate of one (1) hour of vacation equals two (2) hours of sick leave.

B. Sick Leave Benefits

1. Employees will accumulate eight (8) hours of paid sick leave for each month of service.
2. Employees shall have an unlimited accumulation of sick leave.
3. Sick leave shall be charged in increments of not less than one half hour.
4. Employee must comply with the District's Administrative Procedure VII-3: Sick Leave.
5. The use of sick leave for special leave purposes is subject to the approval of the Employee's supervisor in consultation with Human Resources.
6. An Employee shall, on request of the Employee's supervisor, furnish a doctor's report or other evidence of the need to be absent and the estimated duration of the absence.
7. An Employee absent due to his/her own sickness shall permit a licensed physician to examine the Employee on the request of, and at the expense of, the District.
8. Employees who are eligible to receive a cash-out of sick leave in compliance with the District's Employee Attendance Recognition Program Administrative Procedure VII-5 must do so also in compliance with the District's Irrevocable Election of Accrued Leave Cash Out Program.
9. 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
After completion of 10 years	25%	35%	45%
After completion of 19 years	35%	45%	55%
After completion of 29 years	45%	55%	65%

C. Holidays

The following holidays shall be observed during the term of this agreement:

<b>Holiday</b>	<b>Date of Holiday Observance</b>
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Friday after Thanksgiving	Friday, November 27, 2020
Christmas	Friday, December 25, 2020
New Year's Day	Friday, January 1, 2021
Martin Luther King's Jr. Birthday	Monday, January 18, 2021
Lincoln's Birthday	Monday, February 8, 2021
President's Day	Monday, February 15, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021

In addition, either Christmas Eve Day or New Year's Eve Day will be observed as a holiday when those days fall on Monday through Thursday. Holidays that occur on Saturday shall be taken on Friday, and holidays that occur on Sunday shall be taken on Monday.

D. Overtime/Compensating Time Off

Time and one-half compensation is provided to Employees who are determined by the District to be "not exempt" under the Fair Labor Standards Act (FLSA) for all hours worked exceeding 40 in a seven-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) CTO hours.

FLSA exempt employees include the Risk Management Officer, Human Resources Analysts I and II, and the Human Resources Supervisor, who are not eligible for, and will not be paid CTO or overtime pay.

E. Floating and Administrative Leave

Floating Leave: Employees shall receive eight (8) hours of floating leave per calendar year credited on the first pay date in January. If not used during the calendar year, the floating leave time will be paid out to the Employee on the final paycheck of the calendar year or at the time of the Employee's separation of employment, whichever comes first. Floating leave must be used, if at all, in an 8-hour increment.

Administrative Leave: Exempt employees shall receive sixteen (16) hours of paid administrative leave. Eight (8) Administrative Leave hours shall be credited in the pay period commencing October 2, 2020; the remaining balance of eight (8) hours shall be credited each January. Employees eligible for administrative leave include:

Payroll Analyst  
Risk Management Officer  
Human Resources Analysts I and II  
Human Resources Supervisor

**ARTICLE IV.                    RETIREMENT BENEFITS**

A.        Retirement Plan

The Retirement Plan of the Contra Costa Water District shall provide positions assigned within the Confidential Representation Unit with benefits as set forth herein:

1. For Employees hired on or before December 31, 2012, or employees hired on or after January 1, 2013 with classic status reciprocity recognized under the District's retirement plan, the employee shall be provided retirement benefits that provide for five year vesting with retirement compensation based upon a 2.35 percent at age 55 formula, calculated using the average monthly basic compensation paid over the twelve (12) most highly compensated consecutive months of service multiplied by the applicable defined benefit formula factor in effect as of the date of separation from service. The benefit formula schedule is set forth in the Retirement Plan Trust Agreement for Confidential Employees. The following table provides benefit factors specific to the 2.35 percent formula:

**CONTRA COSTA WATER DISTRICT RETIREMENT FORMULA  
FOR "EXISTING" EMPLOYEES HIRED ON OR PRIOR TO DECEMBER 31, 2012 OR  
EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013 WITH RECOGNIZED RECIPROCITY  
(EFFECTIVE JANUARY 1, 2009)**

benefit percent:	2.35%		AGE AT COMMENCEMENT OF PAYMENT									
YEARS OF CONTINUOUS SERVICE	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%	



2. For employees hired on or after January 1, 2013 without classic status reciprocity recognized under the District's retirement plan, the employee shall be provided retirement benefits that provide for five year vesting with retirement compensation based upon a 2.0 percent at age 62 formula (set forth under Government Code §7522.20(a)), calculated using the highest average annual pensionable compensation during a period of 36-consecutive months multiplied by the total number of full years and full months the Employee has served. The maximum pensionable compensation is subject to the limit set forth under Government Code §7522.10(d). Additional requirements are specified in the Retirement Plan Trust Agreement for Confidential Employees. The following table provides benefit factors specific to the percent formula set forth above.

**CONTRA COSTA WATER DISTRICT RETIREMENT FORMULA  
AS SPECIFIED IN GOVERNMENT CODE §7522.20(a)  
FOR “NEW MEMBERS” HIRED ON OR AFTER JANUARY 1, 2013 WITHOUT RECOGNIZED**

**RECIPROCITY  
(EFFECTIVE JANUARY 1, 2013)**

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	34.00%	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	35.00%	38.50%	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	36.00%	39.60%	43.20%	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	37.00%	40.70%	44.40%	48.10%	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	38.00%	41.80%	45.60%	49.40%	53.20%	57.00%	60.80%	64.60%	68.40%	72.20%	76.00%	79.80%	83.60%	87.40%	91.20%	95.00%
39	39.00%	42.90%	46.80%	50.70%	54.60%	58.50%	62.40%	66.30%	70.20%	74.10%	78.00%	81.90%	85.80%	89.70%	93.60%	97.50%
40	40.00%	44.00%	48.00%	52.00%	56.00%	60.00%	64.00%	68.00%	72.00%	76.00%	80.00%	84.00%	88.00%	92.00%	96.00%	100.00%
41	41.00%	45.10%	49.20%	53.30%	57.40%	61.50%	65.60%	69.70%	73.80%	77.90%	82.00%	86.10%	90.20%	94.30%	98.40%	102.50%
42	42.00%	46.20%	50.40%	54.60%	58.80%	63.00%	67.20%	71.40%	75.60%	79.80%	84.00%	88.20%	92.40%	96.60%	100.80%	105.00%
43	43.00%	47.30%	51.60%	55.90%	60.20%	64.50%	68.80%	73.10%	77.40%	81.70%	86.00%	90.30%	94.60%	98.90%	103.20%	107.50%
44	44.00%	48.40%	52.80%	57.20%	61.60%	66.00%	70.40%	74.80%	79.20%	83.60%	88.00%	92.40%	96.80%	101.20%	105.60%	110.00%
45	45.00%	49.50%	54.00%	58.50%	63.00%	67.50%	72.00%	76.50%	81.00%	85.50%	90.00%	94.50%	99.00%	103.50%	108.00%	112.50%

- Notes
1. A member may retire for service under this section after five years of service and upon reaching 52 years of age [California Government Code 7522.20. (a)].
  2. Pensionable compensation used to calculate the defined benefit shall be limited by 120% of Social Security Wage Limit [California Government Code 7522.10. (c)(2)].

3. Effective January 1, 1997, 9.28% of the basic compensation of each Classic Member Confidential participant shall be contributed to the plan. Participant shall contribute 6.28% of said compensation and 3.00% of said compensation shall be contributed for the participant by the District. No credited interest shall be allowed on contributions for the participants made by the District prior to July 1, 1989.
4. For employees hired on or after January 1, 2013 who do not have classic status reciprocity recognized under the District's retirement plan, the employee's retirement contribution shall be 50% of the normal cost of the retirement benefits.
5. The minimum number of years of service for vesting shall be five (5).

B. Deferred Compensation

The District shall contribute on an annual matching basis to employee's deferred compensation account, the maximum allowable under Internal Revenue Code section 457b, including the age 50 catch-up amount, up to four (4) percent of the Employee's base annual salary. The District's contribution on behalf of the Employee shall be divided equally and deposited during the first two pay periods of each month. Employees participating in the 401(a) program must have the employer match deposited into the 401(a) account.

\$300 lump sum payment for non-exempt employees:

In addition, for non-exempt employees, the District shall provide an annual deferred compensation payment of \$300, paid in a lump sum in the pay period coinciding with the execution of the Employment Agreement. This is not an employer match; it is an employer contribution payable to the non-exempt employees' 457(b) account. New employees will be eligible for the \$300 lump-sum deferred compensation payment at the same time as other members of the unit.

1. Deferred Compensation 457b Plan

The amount of deferred compensation actually contributed by Employee to a 457b Plan account shall be matched by the District subject to the limitations of this Article.

2. Deferred Compensation 401a Plan

Employee shall have an irrevocable option to direct that the District's deferred compensation contribution be deposited in a 401a Plan account instead of in the 457b Plan account. If employee selects this option, the maximum District matching contribution, as set out above, must be matched by employee.

Employee shall also have an irrevocable option to contribute an additional, unmatched portion of Employee's base salary to the 401a Plan account, 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 1%, 2%, 3%, 5%, 7%, 10% or 15%.

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.

In no event will the District's obligation to contribute to the IRS 401a Plan exceed the amount that the District would have contributed to an IRS 457b deferred compensation plan.

C. Retirement Medical Benefits

The District will provide lifetime retiree medical benefits to eligible employees and their spouses or State of California Registered Domestic Partners (RDP) as follows:

1. District Service Vesting Requirement

**There is no minimum vesting requirement for employees hired prior to September 1, 2011 to be eligible for retiree medical plan benefits:** Employees must meet all retirement eligibility requirements including retiring within 120 days of separation from active District employment

**Five-Year CCWD Service Vesting Period for Employees Hired on or after September 1, 2011 through December 31, 2015:** Employees hired on or after September 1, 2011 through December 31, 2015 shall be subject to a five (5) year District-service vesting period to be eligible for retirement medical upon direct retirement within 120 days of separation from active District employment. Reciprocal agency service does not count toward the 5-year vesting for retirement medical.

**Ten-Year CCWD Service Vesting Period for Employees Hired on or 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 retirement medical upon direct retirement within 120 days of separation from active District employment. Reciprocal agency service does not count toward the 10-year vesting for retirement medical.

Employees who do not meet the above District-service vesting requirements, but who are eligible for District retirement annuity benefits based on established reciprocity, are eligible to receive partially-paid retirement medical benefits based on the corresponding PEMHCA percentage amount provided at the time. The percentage of the PEMHCA minimum is provided as long as the retiree or their surviving spouse/RDP

is enrolled in and pays their portion of their CalPERS medical plan premium. Should the District no longer contract with CalPERS for medical benefits, PEMHCA requirements do not apply and the percentage of the PEMHCA minimum would no longer be provided to the retiree and/or their surviving spouse/RDP.

Fully or partially paid medical benefits based on the employee/retiree District-service vesting tiers above, extends to the payment of medical benefits for and by eligible surviving spouses/RDPs.

2. Surviving Spouse/RDP Benefit

Lifetime spousal/RDP medical insurance coverage is available for eligible employees who meet retirement and District-service vesting requirements. After the retiree's death, if the employee/retiree selected the unmodified option and predeceases their spouse/RDP, the surviving spouse/RDP is eligible to receive medical benefits until he/she reaches the age of 65. After the retiree's death, if the retiree selected a joint and survivor option at the time of retirement, naming their spouse/RDP as joint annuitant, 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 and/or RDP's lifetime. Failing to select a joint and survivor option at the time of retirement will result in only the eligible retiree being provided with District-paid medical benefits.

3. Core Plan Selection

Subject to the eligibility requirements of CalPERS and the District, for all employees who retire within 120 days of separation from active District employment, the District will provide a medical plan benefit of either the: 1) core plan the retiree was on at the time of their retirement provided they remain in the same core plan and enroll in Medicare (when eligible) and applicable supplemental medical insurance as required; or 2) initial core plan a retiree selects post-retirement if they had no District-sponsored medical insurance at the time of retirement and if they had not selected any non-core plan post-retirement. These benefits are fully or partially paid based on District-service vesting requirements.

If an eligible retiree chooses to enroll in a different core plan than the core plan selected at time of retirement or a different core plan than the initial core plan selected post-retirement, the District will pay up to the cost of the family Kaiser plan premium.

4. Non-Core Plan Selection

Subject to the eligibility requirements of CalPERS and the District, for all employees who retire within 120 days of separation from active District employment, and who retire with a non-core plan or select a non-core plan post-retirement, the District will

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, employees +1, employee +2), capped at the Kaiser family (employee +2) plan rate.

5. Change in Eligible Dependents 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 +1) 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 the responsibility of the retiree or surviving spouse/RDP.

6. Retiree Pension Deduction

Retirees or surviving spouses/RDPs are responsible to pay the cost difference of retirement medical benefits selected via pension deduction, due to receiving partially District-paid benefits, selecting a non-core plan, selecting a different core plan post-retirement, adding a new spouse, RDP or other eligible dependent, or for any other reason. Should the pension check be insufficient to pay the retiree or surviving spouse/RDP portion, the retiree or surviving spouse/RDP is responsible to submit a check payable to CCWD to arrive no later than the 5<sup>th</sup> of each month for which the premium is due with a grace period of ten (10) calendar days. Failure of a retiree or surviving spouse/RDP to make a timely payment for the retiree's portion of the premium cost will result in termination of the medical insurance coverage.

7. Medicare Integration

Once the retiree and/or spouse/RDP 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: 1) 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 for those employees who meet the applicable District-service vesting requirements for fully-paid benefits; or 2) the corresponding PEHMCA percentage amount provided at the time for those who do not meet the applicable District-service vesting requirements for fully-paid benefits. There are currently only two Medicare core plans.

8. Employee Contributions to Other Post-Employment Benefits (OPEB)

Confidential Employees will continue making contributions to the OPEB Trust via payroll deductions with a current employee contribution rate of 4% of basic compensation. These contributions will be made on a pre-tax basis. The first pay period beginning in January 2021 employees will pay 50% of normal cost of the OPEB benefit based on the most recent fiscal year actuarial valuation, but 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.

Further, the parties agree that the District retains the sole responsibility of funding the remainder of the Annual Required Contribution (ARC) 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 ARC, 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.

9. Return of Contributions

Should an employee separate from District service prior to meeting minimum retirement plan vesting requirements (at least: age 50 for classic members, age 52 for PEPRAs members, and 5 years of District/reciprocal service) all employee OPEB contributions, plus 5% interest per annum, compounded annually, shall be returned to the employee upon separation or to his/her beneficiary upon death. Should an employee separate from District service after meeting minimum retirement plan vesting requirements and does not retire the day following active employment, the employee is entitled to a refund of OPEB contributions plus 5% interest following 120 calendar days provided that the employee did not retire within those 120 calendar days. Such separation payments will be made through a separately established reserve fund, as payments of this nature out of the OPEB Trust itself are not permissible per IRS regulations. The distribution would be a taxable event, with no option to roll-over or otherwise tax-defer the distribution.

10. Advisory Committee To The Plan Administrator

An employee advisory committee to review OPEB Trust performance and make recommendations, similar in function to the existing Employee Retirement Committee, shall be established. The District shall amend the OPEB Trust to expressly define the composition, role and responsibilities of the Employee OPEB Committee. Given the similarities in responsibilities, the respective employee representatives for the Retirement Plan Committee shall also serve as the representatives for the Advisory Committee To The Plan Administrator.

In the event the IRS issues an adverse ruling in the future affecting the OPEB Trust provisions and relevant sections of this MOU, including requiring employee contributions to OPEB be on a post-tax basis, or the appropriateness of a return of contribution, the MOU and Trust provisions will be amended to comply with IRS regulations.

**ARTICLE V. FLEXIBLE BENEFITS**

The District shall provide to each Employee affected by this agreement \$147.50 monthly (subject to all applicable taxes) which may be applied toward compensation and/or benefits consistent with the provisions of state and federal tax law.

**ARTICLE VI. WELLNESS BENEFIT**

The Employee shall have the option to participate in the District Wellness Program under the same terms and conditions as set out in the represented unit contracts.

**ARTICLE VII. MISCELLANEOUS**

A. Hours of Work

The normal work week shall consist of five (5) eight (8) hour workdays which may be interrupted by an unpaid lunch period. The General Manager or the General Manager's designee shall approve other than a normal work week.

B. 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 by law. The Employee will be paid normal straight time for the workdays s/he is required to serve jury or witness duty. Such excused jury/witness duty time off from work must be listed on the employee's timecard and juror monies received must be turned in to the District.



C. Benefits for Regular Part-Time Help

1. Definition: A regular part-time Employee shall be defined as one occupying a regular (non-temporary) position on an annualized schedule of at least 20, but less than 40, hours per week.
2. Benefits: Regular part-time employees shall be eligible only for the fringe benefits listed below. The benefits shall be provided on a prorated basis, calculated on the Employee's number of annualized weekly, regularly scheduled hours as compared to a 40-hour work week. Hours worked in temporarily substituting, filling in, or upgrading to positions other than the regular part-time employee's regular position shall generally not be considered in determining the proration of benefits.

Health Plan participation	Sick Leave
Term Life Insurance	Vacation
Dental Plan	Holiday Pay
Vision Plan	Floating Holiday Leave

All eligible part-time employees may, at the part-time employee's option, enroll in health, and/or vision insurance. Also, all eligible part-time employees may enroll all eligible dependents, if any, for health 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. All eligible regular part-time employees who are scheduled to work at least 32 hours per week may enroll all eligible dependents, if any, for dental and life insurance.

The District will provide all regular part-time employees with fully paid employee assistance plan benefits equal to those provided full-time regular employees.

The employee must execute a payroll deduction authorization for the employee's share of the cost of providing benefits concurrently with completing enrollment forms for insurance, at the designated open enrollment time.

D. Project Employees

Project positions are positions that are specifically designated as "Project" positions, used for special temporary District projects that do not continue indefinitely. Upon anticipated completion of the business need for the Project position, the individual in a Project position will be given a Notice of Termination at least 90 days prior to the effective date of the termination of the position.

A Project position may be terminated at the discretion of the District due to completion of the project, end of funding, or for any other business operational reason. Individuals who have completed a probationary period as a regular Confidential employee and are then subsequently appointed to a Project position will generally be returned to the regular Confidential classification he/she occupied immediately prior to the Project assignment. The returning Employee shall be given credit for the service time in the Project position that shall be applied to determine placement upon return on the regular classification salary range.

Individuals who have not first completed a probationary period in a regular District classification, are not considered part of the regular service of the District, regardless of the service rendered under the appointment as a Project employee and are not guaranteed any position at the District upon expiration of the Notice of Termination period connected with the Project position.

Project employees shall receive the health and retirement benefits provided for a regular Confidential employee in the regular service of the District and shall receive performance evaluations and step increases under the same procedure as regular employees. During an initial six-month term, the Project employee shall be considered an at-will employee, subject to dismissal from the position at any time, with or without cause or reason and without advance notice, at the discretion of the District or the Employee. After successful completion of six months of service in the Project position, the Project employee shall be eligible for consideration to be advanced to the next step in the salary range for which they were hired, if they are not already at the top of the range.

**ARTICLE VIII.            GRIEVANCE PROCEDURE**

A.    Purpose

1.    This grievance procedure shall be used to process and resolve grievances arising under this Employment Agreement.
2.    The purposes of this procedure are:
  - i.     to resolve grievances informally at the lowest possible level; and
  - ii.    to provide an orderly procedure for reviewing and resolving grievances promptly.

B.    Definitions

1.    A grievance is a good faith complaint of one or of a group of Employees, or a dispute between the District and the Confidential Employees Unit (the "Unit") involving the interpretation, application, or enforcement of the express terms of this Employment

Agreement. No matter shall be considered as a grievance under this article unless it is presented within thirty (30) calendar days after occurrence of the events on which the grievance was based.

2. As used in this procedure, the term “supervisor” means the individual who assigns, reviews and directs the work of an Employee.
3. As used in this procedure, the term “party” means an Employee, the Unit, or the District or their authorized representatives.
4. The Employee retains all rights conferred by Sections 3500 et seq., of the Government Code.

#### Step One

An Employee who believes s/he has cause for grievance may contact their supervisor alone and/or with their representative. If, after discussions with the supervisor, the Employee does not feel the grievance has been properly adjusted, the Employee may elect to proceed to step Two.

#### Step Two

If the grievance is not resolved under Step One of this procedure, the Employee may elect to proceed with a written grievance. The Employee’s written grievance statement must 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 Employment Agreement 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 to the supervisor affixed thereto. The employee’s supervisor must also sign as received.
4. The grieving Employee’s supervisor will give his/her answer to the grievance in writing within seven (7) working days from the time the supervisor receives the written grievance. 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.

### Step Three

If the Employee is not satisfied with the written Step Two Response, the Employee may elect to proceed to a grievance meeting before a representative designated by the District. To proceed to Step Three, the Employee must submit a written request to the District representative stating his/her reasons that s/he is not satisfied with the Step Two response. Grievances appealed to the third step shall be heard in a meeting between the Employee and the District representative within ten (10) working days after the representative receives the Grievant's written request regarding the District's step two response.

1. Following the Step Three meeting 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 Employee representative may refer the grievance to binding arbitration within ten (10) working days after receipt of the District's answer in step three.

### C. Arbitration Procedure

1. Request for Arbitration: The request for arbitration shall be in writing and served personally or by certified mail on the other party within ten working days after receipt of the District's Step three answer, as described above.
2. Selecting the Arbitrator: Within ten (10) working days subsequent to receipt of the written request for arbitration, the Director of the State Mediation and Conciliation Service shall be requested by the District's representative to submit a list of five (5) arbitrators. Upon receipt of such list, the District and the Employee shall promptly select an arbitrator by alternately striking one name until a single name remains.
3. 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 Unit. The decision of the arbitrator shall be final and binding on both parties and all persons affected thereby.
4. 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.

5. Expenses: The District and the Employee shall bear the expense of preparing and presenting his/her, or its own case. The fees and expenses of the arbitrator and the incidental arbitration expenses shall be borne equally by both parties.
6. Written Record: The final disposition of each grievance shall be set forth in writing and copies furnished to both parties.

D. Disciplinary Procedure

1. Disciplinary action may be imposed upon an Employee for just cause.
2. An Employee may appeal a written reprimand to the General Manager or the General Manager's designee. Such appeals must be in writing and submitted within seven (7) working days of the reprimand. The General Manager or the General Manager's designee shall convene a meeting within fourteen (14) calendar days to consider the appeal.
3. A written answer shall be made within twenty (20) working days of the General Manager's receipt of the Employee's appeal of discipline.
4. Copies of documents which support proposed disciplinary action will be made available in the Human Resources Department to the Employee or their representative, upon request.
5. Disciplinary action for eligible employees may be appealed through the arbitration procedure set forth in Article VIII, Section C.

**ARTICLE IX. LAYOFF/ELIMINATION OF POSITIONS**

A. Authority

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

B. Notice

When the District determines that a layoff is necessary, it shall notify affected Employees in writing at least thirty (30) calendar days in advance of the effective date of layoff. The District will offer to meet with the Employee at least 21 calendar days prior to the effective date of layoff.

C. 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.

D. Order of Layoff  
The Employee with the least seniority within the classification shall be laid off first. Employees serving in a temporary position in a classification with permanent positions designated for layoff shall be laid off prior to a permanent Employee.

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.

Regression Ladders	
<b>Group 1</b>	Human Resources Supervisor Human Resources Analyst II Human Resources Analyst I Human Resources Assistant
<b>Group 2</b>	Assistant to the General Manager Administrative Assistant Administrative Secretary-Confidential
<b>Group 3</b>	Payroll Analyst
<b>Group 4</b>	District Secretary

F. Displacement Rights  
An Employee in a higher salaried classification in one of the regression ladders listed above, and who is laid off from his/her 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, with 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 names 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, or as subsequently adjusted by operation of this Employment Agreement, with the exception that they do not earn seniority credits or other benefits during the lay-off period.

**ARTICLE X. INCORPORATION**

The parties agree that the Retirement Plan Trust Agreement and any other document impacting terms and conditions of employment, approved by the Board of Directors and from time to time amended, are applicable to this Employment Agreement unless superseded by a provision herein, and are hereby incorporated by reference.

**ARTICLE XI. DISTRICT RIGHTS**

The District retains the exclusive right, 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, or other laws regulating, authorizing, or empowering the District to act or refrain from acting.

**ARTICLE XII. SAVINGS CLAUSE**

If any article or provision of this Employment 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 article or provision or portion thereof shall be suspended and superseded by such applicable law and the remainder of such article, provision or portion thereof of the agreement shall not be affected thereby.

**ARTICLE XIII.            TERM**

The Agreement shall remain in full force and effect beginning October 3, 2020 and to and including October 2, 2021. It is understood that the terms and conditions of employment conferred upon the Employees shall be those set forth in this Employment Agreement, policies, regulations, and salary schedules approved by the District.


Dated: August 4, 2021

**CONTRA COSTA WATER DISTRICT**

By:   
\_\_\_\_\_  
Stephen J. Welch  
General Manager

**CONFIDENTIAL EMPLOYEES UNIT**

By:   
\_\_\_\_\_  
John Perry  
Confidential Unit Employee Representative

By:   
\_\_\_\_\_  
Donna Cortes  
Confidential Unit Employee Representative