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APPENDIX BBB
BACKWASH WATER RECYCLING PLANT CONSERVES PRECIOUS RESOURCES

With a California Department of Water Resources grant, Amador Water Agency recently completed and unveiled a new backwash water recycling plant at its Ione, Calif. (population 7,000) treatment facility. Backwashing, or pumping water backward through water treatment plant filters, allows filter media to be cleaned and reused. The new facility recycles 95 percent of the Ione water treatment plant's backwash water to conserve 50,000 gpd, which formerly discharged into the city's wastewater system.

The process annually saves 16 mil gal of water. Plus, recycling eliminates most wastewater disposal fees, saving ratepayers about $105,000/year after construction and operations costs. The backwash recycling technology provides the Ione wastewater treatment plant with additional service capacity without additional buildout and reduces the amount of water diverted from the Mokelumne River, the treatment facility's water supply source.

The recycled backwash water is continuously analyzed by a turbidimeter. An alarm is triggered and an operator called if recycled water turbidity exceeds 2 ntu.

PROJECT COST: $1,269,335

SERVICE: Up to 2 mgd of raw river water. Every 24–36 hr, the treatment plant filters are backwashed with up to 50,000 gal/water (25,000 gal/filter backwash).

Filter backwashing is staggered, with two filters backwashed each time. As backwash water is directed to one backwash tank and allowed to settle, settled backwash water from the other two filters in the second backwash tank is returned to the plant's headworks. To maintain optimal turbidity levels in the decanted water, sludge is released from the settling tank through a meter into the city's sanitary sewer system.
APPENDIX DDD
CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and material prices. Historical data and details for ENR's 20 cities can be found at ENR.com/economics

The Construction Cost Index's annual escalation rate fell to 1.3% this month, while the monthly component held steady.

The Building Cost Index is up 1.1%, while the monthly component showed no change.

The MCI stayed flat this month, and the annual escalation rate is 2.4%.

Inflation's Pulse  Year-to-year and monthly percent changes for ENR's cost indexes

Cost Index Review

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Inflation

Common Labor Index

ANNUAL ESCALATION FOR COMMON LABOR REACHED 1.7% IN AUGUST, WHILE SKILLED LABOR EXPERIENCED A 1.7% ESCALATION IN THE SAME TIME PERIOD.
Construction Cost Index History - As of August 2011

### ENR's Construction Cost Index History (1908-2011)

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APPENDIX EEE
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
CONFIDENTIAL UNIT

Term: July 1, 2008 – June 30, 2011
# TABLE OF CONTENTS

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</table>
PURPOSE

This Memorandum of Understanding ("Agreement") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the Confidential Unit ("Unit"), after meeting and conferring by the duly appointed representatives of both parties. This Agreement relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this Agreement. This Agreement is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the Unit. Nevertheless, should a conflict in the specific terms and conditions of this Agreement occur between the provisions contained herein to those of another Agency document, the provisions of this Agreement shall prevail during the term of this Agreement.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be binding upon the Agency and the Unit, or its successors, for the period from July 1, 2008 through June 30, 2011.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the Unit has met amongst themselves and designated certain employees within the Unit as their exclusive negotiating representatives for all employees within the Unit.

Further, the Confidential Unit shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Unit, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.
ARTICLE 3: CLASSIFICATION AND WAGES

A. Classifications
The following classifications shall be included in the Confidential Unit:

- Executive Secretary
- Human Resources Coordinator
- Human Resources Technician

B. Cost of Living Adjustment
A cost of living adjustment (COLA) shall be implemented annually on July 1st of each year during the term of this Agreement, which shall adjust both the range and salary of each classification within the Unit. All cost of living adjustments shall be based on the May Consumer Price Index, All Urban Consumers, and West Urban.

C. Anniversary Date Pay Adjustments
Upon their respective anniversary dates, each employee within the Unit shall be eligible for an annual salary increase between zero and seven percent (0-7%) based on the results of their performance evaluation. Seventy percent (70%) of the evaluation score shall be based on performance and thirty percent (30%) of the score shall be based on goals. Goals and their measurements for individual positions shall be mutually agreed upon between the employee and the direct supervisor with oversight by the General Manager. Goals will primarily be linked to overall Agency goals.

ARTICLE 4: INSURANCE PLANS

A. Medical Insurance – Medical insurance coverage for the employees of the Unit shall be through the CalPERS Health Benefits Program (“Program”). During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. Employee Coverage – the Agency shall pay one hundred percent (100%) of the “employee only” premium of the medical plan selected by the employee which does not exceed the “employee only” premium amount for the Program’s PERSChoice Basic Plan.
2. Dependent Coverage – Effective upon ratification and CalPERS acceptance of the Board resolution, the Agency and Association shall share costs of dependent care coverage with the Agency paying 90% and the employee paying 10%.

3. Health Insurance Buy Back Plan – Upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive the “employee only” premium for PERSChoice Basic Plan as a buy back amount to be included on their second payroll check every month.

4. Dental Insurance – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

5. Vision Insurance – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

6. Other Insurance – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance. The Agency shall increase the Short Term Disability Benefit from 55% of weekly salary not to exceed $500/week to 66 2/3% of weekly salary not to exceed $1,731/week upon ratification of contract changes with ACWA.

7. Health Benefits Committee – The Agency and members from all units shall form a Health Benefit Committee to investigate and recommend a long-term solution for all health-related benefits. The goal is to have a recommendation to present to the Board by the end of 2009.

8. CalPERS Vesting Plan – The Agency will offer a one-time “opt in” opportunity for employees hired prior to November 1, 2004 to move into the retiree health insurance vesting program per Section 7.05 of the Employee Handbook.
ARTICLE 5: VACATION AND DEFERRED COMPENSATION

A. Matching Deferred Compensation 457 Plan – Effective July 1, 2008, each calendar year, the Agency shall match an employee’s contribution to the Deferred Compensation 457 Plan up to a maximum of $4,000. (E.g., if the employee contributes $1,000, the Agency will contribute $1,000. If the employee contributes $5,000, the Agency will contribute $4,000.)

B. Vacation Rollover to Deferred Compensation 457 Plan – In February of each year, an employee may elect to rollover into their Deferred Compensation 457 Plan any accrued, unused vacation from the prior calendar year that exceeds the carryover cap defined in paragraph C., below.

C. Vacation Accrual/Carryover Balance – Effective July 1, 2005, and each calendar year thereafter, the maximum amount of accrued, unused vacation that an employee may carry over into the next calendar year is two times the employee’s annual accrual. (E.g., if an employee accrues 40 vacation hours annually, he/she may carryover up to 80 hours into the new calendar year.) Any accrued, unused vacation that may not be carried over, will be cashed out by the Agency in February of each calendar year.

ARTICLE 6: PERS RETIREMENT PLAN

A. CalPERS Death Benefit Option

Effective upon CalPERS resolution approval, the Agency shall pay to increase the Death Benefit from $500 to $5,000.

ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS

A. Tuition Reimbursement – Section 9.03

Per agreed upon language, the Agency shall increase the annual allowed reimbursement from $500 to $2,500.
B. Intent to Terminate Appeal Language – Section 10.04

Both parties agree to change the days required to submit an appeal of termination to the General Manager (10 days to 5 days) and to the Board of Directors (15 days to 10 days) with agreed upon language of receipt of appeal documents.

C. Holidays – Section 7.07

The Agency shall close business at noon on Christmas Eve and New Year's Eve to promote time with family. If an employee is on vacation, they will receive four hours of holiday pay compensation.

ARTICLE 8: LABOR MANAGEMENT COMMITTEE

The Amador Water Agency Joint Labor Management Committee ("Committee") will consist of two (2) members selected by the Confidential Unit and Agency representatives. The Committee shall meet as needed to foster good working relationships between management and employees, by dialogue and problem-solving. Subjects to be addressed in the Committee will not include changing terms of the MOU, absent mutual agreement.

ARTICLE 9: ADMINISTRATIVE LEAVE

Effective July 1, 2004, exempt positions of the Unit will be entitled to eight (8) days of paid administrative leave time per year. This will be calculated and tracked on a calendar-year basis. This time is not cumulative and must be used within each calendar year, be rolled over into a deferred compensation 457 plan, or cashed out in February of each year. Requests for use of paid administrative leave must be approved by the General Manager.
ARTICLE 10: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2011, unless so modified by mutual agreement of both parties. In witness whereof, the representatives of the parties to this agreement have caused their names to be signed on this 28th day of July, 2008.

AMADOR WATER AGENCY

Jim Abercrombie
General Manager

Karen Gish
Authorized Representative

CONFIDENTIAL UNIT

Stacey Lollar
Authorized Representative

Cristina Thompson
Authorized Representative
MEMORANDUM OF UNDERSTANDING (MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY CONFIDENTIAL UNIT

Amendment – 9/2010

Term: July 1, 2008 – June 30, 2012
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>TERM OF AGREEMENT</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 1: RECOGNITION AND COVERAGE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2: REPRESENTATION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 3: CLASSIFICATION AND WAGES</td>
<td>4</td>
</tr>
<tr>
<td>A. CLASSIFICATIONS</td>
<td>4</td>
</tr>
<tr>
<td>B. COST OF LIVING ADJUSTMENT</td>
<td>4</td>
</tr>
<tr>
<td>C. ANNIVERSARY DATE PAY ADJUSTMENTS</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 4: INSURANCE PLANS</td>
<td>4</td>
</tr>
<tr>
<td>A. MEDICAL INSURANCE</td>
<td>4</td>
</tr>
<tr>
<td>1. Employee Coverage</td>
<td>5</td>
</tr>
<tr>
<td>2. Dependent Coverage</td>
<td>5</td>
</tr>
<tr>
<td>3. Health Insurance Buy Back Plan</td>
<td>5</td>
</tr>
<tr>
<td>4. Dental Insurance</td>
<td>5</td>
</tr>
<tr>
<td>5. Vision Insurance</td>
<td>5</td>
</tr>
<tr>
<td>6. Other Insurance</td>
<td>5</td>
</tr>
<tr>
<td>7. Health Benefits Committee</td>
<td>5</td>
</tr>
<tr>
<td>8. CalPERS Vesting Plan</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 5: VACATION AND DEFERRED COMPENSATION</td>
<td>6</td>
</tr>
<tr>
<td>A. MATCHING DEFERRED COMPENSATION 457 PLAN</td>
<td>6</td>
</tr>
<tr>
<td>B. VACATION ROLLOVER TO DEFERRED COMPENSATION 457 PLAN</td>
<td>6</td>
</tr>
<tr>
<td>C. VACATION ACCRUAL/CARRYOVER BALANCE</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 6: PERS RETIREMENT PLAN</td>
<td>6</td>
</tr>
<tr>
<td>A. CALPERS DEATH BENEFIT OPTION</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS</td>
<td>7</td>
</tr>
<tr>
<td>A. TUITION REIMBURSEMENT – SECTION 9.03</td>
<td>7</td>
</tr>
<tr>
<td>B. INTENT TO TERMINATE APPEAL LANGUAGE – SECTION 10.04</td>
<td>7</td>
</tr>
<tr>
<td>C. HOLIDAYS – SECTION 7.07</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 8: LABOR MANAGEMENT COMMITTEE</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 9: FURLOUGH PROGRAM</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 10: ADMINISTRATIVE LEAVE</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 11: AUTHORIZATION</td>
<td>8</td>
</tr>
</tbody>
</table>

Confidential MOU – Amended 10/2010
Term: 7/1/2008 – 6/30/2012
Page 2 of 8
PURPOSE

This Memorandum of Understanding ("Agreement") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the Confidential Unit ("Unit"), after meeting and conferring by the duly appointed representatives of both parties. This Agreement relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this Agreement. This Agreement is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the Unit. Nevertheless, should a conflict in the specific terms and conditions of this Agreement occur between the provisions contained herein to those of another Agency document, the provisions of this Agreement shall prevail during the term of this Agreement.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be binding upon the Agency and the Unit, or its successors, for the period from July 1, 2008 through June 30, 2012.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency’s Board of Directors hereby recognizes that the Unit has met amongst themselves and designated certain employees within the Unit as their exclusive negotiating representatives for all employees within the Unit.

Further, the Confidential Unit shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Unit, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.
ARTICLE 3: CLASSIFICATION AND WAGES

A. **Classifications**
The following classifications shall be included in the Confidential Unit:

- Executive Secretary
- Human Resources Coordinator
- Human Resources Technician

B. **Cost of Living Adjustment**
A cost of living adjustment (COLA) shall be implemented annually on July 1st of each year during the term of this Agreement, which shall adjust both the range and salary of each classification within the Unit. All cost of living adjustments shall be based on the May Consumer Price Index, All Urban Consumers, and West Urban. The Confidential Members will forfeit their COLA for 2010/2011 budget year. COLA implementation shall resume July 1, 2011.

C. **Anniversary Date Pay Adjustments**
Upon their respective anniversary dates, each employee within the Unit shall be eligible for an annual salary increase between zero and seven percent (0-7%) based on the results of their performance evaluation. Seventy percent (70%) of the evaluation score shall be based on performance and thirty percent (30%) of the score shall be based on goals. Goals and their measurements for individual positions shall be mutually agreed upon between the employee and the direct supervisor with oversight by the General Manager. Goals will primarily be linked to overall Agency goals. The Confidential Members will forfeit their merits for 2010/2011 budget year. Performance merits will recommence on respective anniversary dates for 2011/2012 budget year.

ARTICLE 4: INSURANCE PLANS

A. **Medical Insurance** – Medical insurance coverage for the employees of the Unit shall be through the CalPERS Health Benefits Program ("Program"). During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:
1. **Employee Coverage** – the Agency shall pay one hundred percent (100%) of the “employee only” premium of the medical plan selected by the employee which does not exceed the “employee only” premium amount for the Program's PERSChoice Basic Plan.

2. **Dependent Coverage** – Effective upon ratification and CalPERS acceptance of the Board resolution, the Agency and Association shall share costs of dependent care coverage with the Agency paying 90% and the employee paying 10%.

3. **Health Insurance Buy Back Plan** – Upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive the “employee only” premium for PERSChoice Basic Plan as a buy back amount to be included on their second payroll check every month.

4. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

6. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance. The Agency shall increase the Short Term Disability Benefit from 55% of weekly salary not to exceed $500/week to 66 2/3% of weekly salary not to exceed $1,731/week upon ratification of contract changes with ACWA.

7. **Health Benefits Committee** – The Agency and members from all units shall form a Health Benefit Committee to investigate and recommend a long-term solution for all health-related benefits. The goal is to have a recommendation to present to the Board by the end of 2009.
8. **CalPERS Vesting Plan** – The Agency will offer a one-time “opt in” opportunity for employees hired prior to November 1, 2004 to move into the retiree health insurance vesting program per Section 7.05 of the Employee Handbook.

**ARTICLE 5: VACATION AND DEFERRED COMPENSATION**

A. **Matching Deferred Compensation 457 Plan** – Effective July 1, 2008, each calendar year, the Agency shall match an employee’s contribution to the Deferred Compensation 457 Plan up to a maximum of $4,000. (E.g., if the employee contributes $1,000, the Agency will contribute $1,000. If the employee contributes $5,000, the Agency will contribute $4,000.

B. **Vacation Rollover to Deferred Compensation 457 Plan** – In February of each year, an employee may elect to rollover into their Deferred Compensation 457 Plan any accrued, unused vacation from the prior calendar year that exceeds the carryover cap defined in paragraph C., below.

C. **Vacation Accrual/Carryover Balance** – Effective July 1, 2005, and each calendar year thereafter, the maximum amount of accrued, unused vacation that an employee may carry over into the next calendar year is two times the employee’s annual accrual. (E.g., if an employee accrues 40 vacation hours annually, he/she may carryover up to 80 hours into the new calendar year.) Any accrued, unused vacation that may not be carried over, will be cashed out by the Agency in February of each calendar year.

**ARTICLE 6: PERS RETIREMENT PLAN**

A. **CalPERS Death Benefit Option**

Effective upon CalPERS resolution approval, the Agency shall pay to increase the Death Benefit from $500 to $5,000.
ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS

A. Tuition Reimbursement – Section 9.03
Per agreed upon language, the Agency shall increase the annual allowed reimbursement from $500 to $2,500.

B. Intent to Terminate Appeal Language – Section 10.04
Both parties agree to change the days required to submit an appeal of termination to the General Manager (10 days to 5 days) and to the Board of Directors (15 days to 10 days) with agreed upon language of receipt of appeal documents.

C. Holidays – Section 7.07
The Agency shall close business at noon on Christmas Eve and New Year's Eve to promote time with family. If an employee is on vacation, they will receive four hours of holiday pay compensation.

ARTICLE 8: LABOR MANAGEMENT COMMITTEE

The Amador Water Agency Joint Labor Management Committee ("Committee") will consist of two (2) members selected by the Confidential Unit and Agency representatives. The Committee shall meet as needed to foster good working relationships between management and employees, by dialogue and problem-solving. Subjects to be addressed in the Committee will not include changing terms of the MOU, absent mutual agreement.

ARTICLE 9: FURLOUGH PROGRAM

Effective November 1, 2010, the Members shall take eight (8) furlough days in the 2010/2011 fiscal year. The members pay shall be evenly reduced over the remainder of the fiscal year. Each member shall have a bank of eight (8) days that shall be used with prior approval by their supervisor to ensure appropriate coverage of Agency operations. This program will expire on June 30, 2011, with the members' salaries being returned to pre-furlough status. The reduction shall not be subject to taxes and shall not affect benefits. If a member separate from Agency service prior to June 30, 2011, the member's final compensation shall be adjusted by the number of furlough days the member has actually used versus the amount the member's pay has been reduced.

Confidential MOU – Amended 10/2010
Term: 7/1/2008 – 6/30/2012
Page 7 of 8
ARTICLE 10: ADMINISTRATIVE LEAVE

Effective July 1, 2004, exempt positions of the Unit will be entitled to eight (8) days of paid administrative leave time per year. This will be calculated and tracked on a calendar-year basis. This time is not cumulative and must be used within each calendar year, be rolled over into a deferred compensation 457 plan, or cashed out in February of each year. Requests for use of paid administrative leave must be approved by the General Manager. Effective November 1, 2010 through June 30, 2011, each Confidential Bargaining Unit member shall receive two (2) days of paid administrative leave. These two (2) days are tied to the furlough program and shall only be in effective for the remainder of 2010/2011 fiscal year. The days must be taken as time off and not paid out in cash. Requests for leave must be approved by the employee's supervisor.

ARTICLE 11: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. In witness whereof, the representatives of the parties to this agreement have caused their names to be signed on this 29th day of October 2010.

AMADOR WATER AGENCY

Gene Mancebo
General Manager

Stacey Lollar
Authorized Representative

CONFIDENTIAL UNIT

Karen Gish
Authorized Representative

Cristina Thompson
Authorized Representative
ADDENDUM #1
TO
MOU 7/1/2008-6/30/2011

Table of Contents

PURPOSE .................................................................................................................. 3
TERM OF AGREEMENT .......................................................................................... 3
CBU CONCESSIONS ............................................................................................... 3
  Cost of Living Adjustment .................................................................................. 3
  Anniversary Date Pay Adjustments (Performance) ........................................ 3
  Furlough Program .................................................................................................. 3
AGENCY CONCESSIONS ......................................................................................... 4
  Administrative Leave ............................................................................................ 4
AUTHORIZATION ........................................................................................................ 4
EXHIBIT A .................................................................................................................. 5
  Furlough Program .................................................................................................. 5
    Furloughs for 2010/2011 Fiscal Year ................................................................. 5
    Creation of Furlough Bank ................................................................................ 5
    Equalized Pay Deductions for FLSA Non-Exempt Employees .................... 5
    Furlough Deductions Non-Taxable to Employee .......................................... 5
    Fringe Benefits Not Affected ............................................................................ 5
    Separation From Service .................................................................................... 6
PURPOSE

This Addendum describes those terms and conditions of employment of which addendum has been reached between the Board of Directors of Amador Water Agency ("Agency") and those employees designated as the Confidential Bargaining Unit ("CBI"), after meeting and conferring by the duly appointed representatives of both parties. This Addendum relates particularly to concession bargaining for the 2010/2011 Fiscal Year for the term of this Addendum and the MOU to which it is attached. This Addendum is not, however, inclusive of all employment terms, conditions, requirements, standards and other factors that may bear upon the employment relationship between the Agency and the CBI. Nevertheless, should a conflict in the specific terms and conditions of this Addendum occur between the provisions contained herein to those of another Agency document, the provisions of this Addendum shall prevail during the term of this Addendum.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Addendum, and the MOU to which it is attached, shall be binding upon the Agency and the CBI, or its successors, for the period from November 1, 2010 through June 30, 2012.

CBU CONCESSIONS

Cost of Living Adjustment

The Cost of Living Adjustment (COLA) for the 2010/2011 fiscal year shall be forfeited. The salary ranges for all CBI classifications shall be increased by the 2010/2011 COLA of 1.3 percent (1.3%).

Anniversary Date Pay Adjustments (Performance)

Annual performance evaluations shall be completed. However, merit raises (pay adjustments) shall be forfeited for the 2010/2011 fiscal year.

Furlough Program

The Agency shall implement a furlough program in which the CBI members shall take eight (8) furlough days for the remainder of the 2010/2011 fiscal year. The Program is attached as Exhibit A to this Addendum.
AGENCY CONCESSIONS

Administrative Leave

Effective November 1, 2010, each CBU member will be entitled to two (2) days of paid administrative leave time. This time is not cumulative and must be used within the 2010/2011 fiscal year and will not be cashed out. Requests for use of paid administrative leave must be pre-approved by Supervisors to ensure proper coverage for Agency operations. This concession is for two paid administrative leave days to be used between November 1, 2010 and June 30, 2011.

AUTHORIZATION

This Addendum shall become effective November 1, 2010 following approval by the CBU and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. The representatives of the parties to this Addendum have caused their names to be signed on this 1st day of November 2010.

AMADOR WATER AGENCY

Gene Mancebo, General Manager

Karen Gish, AWA Authorized Representative

CONFIDENTIAL BARGAINING UNIT

Cris Thompson, Authorized Representative

Stacey Lollar, Authorized Representative

Confidential Bargaining Unit Addendum
Ratified November 1, 2010
Page 4 of 6
EXHIBIT A

Furlough Program

Furloughs for 2010/2011 Fiscal Year

As a temporary cost-saving measure, each represented employee shall take eight (8) furlough days (leave from work without pay) between November 1, 2010 and June 30, 2011.

Creation of Furlough Bank

Effective November 1, 2010, the Agency shall create and maintain for each represented employee a furlough bank of eight (8) days. Every represented employee’s furlough bank shall have the same number of unpaid furlough days. Between November 1, 2010 and June 30, 2011 each represented employee shall be required to use all days in the employee’s furlough bank, to be scheduled within each respective department/division to have the least impact on operations. Depending on each department/division, schedules may be developed that provide for scheduled days off (i.e. one Friday every month).

Employees shall be permitted to coordinate the use of their vacation and CTO with furlough days. The Agency shall ensure that each represented employee exhausts all days in the employee’s 2010/2011 furlough bank by the close of business on June 30, 2011.

Equalized Pay Deductions for FLSA Non-Exempt Employees

Each represented employee’s pay will be reduced evenly through the remainder of 2010/2011 fiscal year to correspond with the eight (8) furlough days.

Furlough Deductions Non-Taxable to Employee

The furlough deductions shall not be subject to income tax, payroll tax or otherwise taxable to the employee.

Fringe Benefits Not Affected

Notwithstanding these furloughs and furlough deductions, represented employees shall continue to receive the full amount of all fringe benefits including, without limitation and by way of illustration, Agency contribution to medical and hospital insurance, dental insurance, vision insurance and vacation.
Separation From Service

Any represented, non-exempt employee who separates from Agency service during 2010/2011 before the last incremental furlough wage deduction described in Equalized Pay Deductions for FLSA Non-Exempt Employees occurs, shall have the employee’s final compensation adjusted by the difference between the number of furlough days the employee has actually used, if any, and the number of furlough hours actually deducted from the employee’s pay.
ADDENDUM #2
TO
MOU 7/1/2008-6/30/2012

Concessions for 2011/2012 Fiscal Year
Table of Contents
PURPOSE .................................................................................................................. 3
TERM OF AGREEMENT .......................................................................................... 3
CBU CONCESSIONS ............................................................................................... 3
   Cost of Living Adjustment .................................................................................. 3
   Anniversary Date Pay Adjustments (Performance) ........................................... 3
   Furlough Program ............................................................................................. 3
   457 Deferred Compensation Program ............................................................ 4
   CTO/Vacation Policy Revisions ........................................................................ 4
   2nd Tier/New Hire Benefits .............................................................................. 4
AGENCY CONCESSIONS ......................................................................................... 4
   Layoff Policy (Section 11.02) ......................................................................... 4
   HR Technician Exempt Status .......................................................................... 5
AUTHORIZATION ....................................................................................................... 5
EXHIBIT A ................................................................................................................. 6
   Furlough Program ............................................................................................. 6
      Furloughs for 2011/2012 Fiscal Year ............................................................ 6
      Creation of Furlough Bank ......................................................................... 6
      Equalized Pay Deductions for FLSA Non-Exempt Employees .................... 6
      Furlough Deductions Non-Taxable to Employee ......................................... 6
      Fringe Benefits Not Affected ...................................................................... 6
      Separation From Service ............................................................................. 7

Confidential Bargaining Unit Addendum #2
Ratified July 27, 2011
Page 2 of 7
PURPOSE

This Addendum describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of Amador Water Agency ("Agency") and those employees designated as the Confidential Bargaining Unit ("CBI"), after meeting and conferring by the duly appointed representatives of both parties. This Addendum relates particularly to concession bargaining for the 2011/2012 Fiscal Year for the term of this Addendum and the MOU to which it is attached. This Addendum is not, however, inclusive of all employment terms, conditions, requirements, standards and other factors that may bear upon the employment relationship between the Agency and the CBI. Nevertheless, should a conflict in the specific terms and conditions of this Addendum occur between the provisions contained herein to those of another Agency document, the provisions of this Addendum shall prevail during the term of this Addendum.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Addendum and the MOU to which it is attached, shall be binding upon the Agency and the CBI, or its successors, for the period from July 1, 2011 through June 30, 2012.

CBU CONCESSIONS

Cost of Living Adjustment

The Cost of Living Adjustment (COLA) for the 2011/2012 fiscal year shall be forfeited. The salary ranges for all CBU classifications shall be increased by two percent (2%).

Anniversary Date Pay Adjustments (Performance)

Annual performance evaluations shall be completed. However, merit raises (pay adjustments) shall be forfeited for the 2011/2012 fiscal year.

Furlough Program

The Agency shall implement a furlough program in which the CBU members shall take nine (9) furlough days for the 2011/2012 fiscal year. The Program is attached as Exhibit A to this Addendum.
457 Deferred Compensation Program

Effective July 1, 2011, the Agency shall not contribute funds to employee 457 Deferred Compensation Plans for the 2011-2012 fiscal year. The Agency shall continue to offer the Plans on a voluntary basis.

CTO/Vacation Policy Revisions

The Agency and the CBU have agreed to eliminate the practice of paying out Compensatory Time Off (CTO) and accrued Vacation hours, Section 6.11 and 7.07, respectively. Payouts will continue per the policy for employment separation or if an employee exceeds their annual allowed accruals. The Agency will also agree to discuss the opportunity to reinstate CTO pay outs on or around July 1, 2012. The policy language has been met and conferred on, with concurrence.

2nd Tier/New Hire Benefits

The Agency and the CBU have met and conferred on a new benefit tier for employees hired after July 1, 2011. The Tier agreed to is as follows:

- CalPERS Retirement Plan – 2%@60
- CalPERS Retirement Premium Employee Share
  - Employee to pay their full 7% premium
  - Once employee is vested (5 years), the employee will qualify for any Agency contributions per respective MOU in place
- 457 Deferred Compensation – the Agency will continue to offer plans on a voluntary basis, but will no longer contribute any matching funds
- Dental, Vision, Life, Short and Long Term Disabilities per respective MOUs
- Health Insurance Premium Co-Payments shall be:
  - Employees hired after 7/1/11 pay 20% of qualifying, respective premiums (employee and employee plus dependent(s) rate structures) or what is negotiated in respective MOUs, whichever rate is higher

AGENCY CONCESSIONS

Layoff Policy (Section 11.02)

The Agency has agreed to change the advance written notice from 15 days to 30 days within the policy.
HR Technician Exempt Status

Effective July 1, 2011, the Human Resources Technician (HR Technician) position status will change from non-exempt to exempt.

AUTHORIZATION

This Addendum shall become effective July 1, 2011 following approval by the CBU and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. The representatives of the parties to this Addendum have caused their names to be signed on this 29th day of July 2011.

AMADOR WATER AGENCY

Gene Mancebo, General Manager

Robert Manassero, Director

AWA Authorized Representative

AMADOR WATER AGENCY EMPLOYEES' CBU

Cris Thompson, Authorized Representative

Stacey Lollar, Authorized Representative

Paul Molinelli, Sr., Director

AWA Authorized Representative

Confidential Bargaining Unit Addendum #2
Ratified July 27, 2011
Page 5 of 7
EXHIBIT A

Furlough Program

Furloughs for 2011/2012 Fiscal Year

As a temporary cost-saving measure, each represented employee shall take up to seventy-two (72) furlough hours (leave from work without pay) between July 1, 2011 and June 30, 2012.

Creation of Furlough Bank

Effective July 1, 2011, the Agency shall create and maintain for each represented employee a furlough bank of seventy-two (72) hours. Every represented employee’s furlough bank shall have the same number of unpaid furlough hours. Between July 1, 2011 and June 30, 2012 each represented employee shall be required to use all hours in the employee’s furlough bank, to be scheduled within each respective department/division to have the least impact on operations. Depending on each department/division, schedules may be developed that provide for scheduled days off (i.e. one Friday every month). Scheduled furlough days must be approved in advance by Supervisors and/or Department Head.

Employees shall be permitted to coordinate the use of their vacation and CTO with furlough days. The Agency shall ensure that each represented employee exhausts all hours in the employee’s 2011/2012 furlough bank by the close of business on June 30, 2012.

Equalized Pay Deductions for FLSA Non-Exempt Employees

Each represented employee’s pay will be reduced evenly through the 2011/2012 fiscal year to correspond with the seventy-two (72) furlough hours.

Furlough Deductions Non-Taxable to Employee

The furlough deductions shall not be subject to income tax, payroll tax or otherwise taxable to the employee.

Fringe Benefits Not Affected

Notwithstanding these furloughs and furlough deductions, represented employees shall continue to receive the full amount of all fringe benefits.
including, without limitation and by way of illustration, Agency contribution to medical and hospital insurance, dental insurance, vision insurance and vacation.

Separation From Service
Any represented, non-exempt employee who separated from Agency service during 2011/2012 before the last incremental furlough wage deduction described in Equalized Pay Deductions for FLSA Non-Exempt Employees occurs, shall have the employee’s final compensation adjusted by the difference between the number of furlough hours the employee has actually used, if any, and the number of furlough hours actually deducted from the employee’s pay.
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
EMPLOYEES' ASSOCIATION

Term: July 1, 2008 – June 30, 2011
TABLE OF CONTENTS

PURPOSE 4

TERM OF AGREEMENT 4

ARTICLE 1: RECOGNITION AND COVERAGE 4

ARTICLE 2: REPRESENTATION 4

ARTICLE 3: SHOP STEWARDS 5

ARTICLE 4: CLASSIFICATION AND WAGES 5

A. CLASSIFICATIONS 5
B. COST OF LIVING ADJUSTMENT 6
C. ANNIVERSARY DATE PAY ADJUSTMENTS 6
D. STANDBY PAY 6
E. CERTIFICATION BONUS 6
F. SAFETY BOOT ALLOWANCE 6

ARTICLE 5: INSURANCE PLANS 6

A. MEDICAL INSURANCE 6
   1. EMPLOYEE COVERAGE 7
   2. DEPENDENT COVERAGE 7
   3. HEALTH INSURANCE Buy BACK PLAN 7
   4. DENTAL INSURANCE 7
   5. VISION INSURANCE 7
   6. OTHER INSURANCE 7
   7. HEALTH BENEFITS COMMITTEE 7
   8. CALPERS VESTING PLAN 8

ARTICLE 6: DEFERRED COMPENSATION 8

A. MATCHING DEFERRED COMPENSATION 457 PLAN 8

ARTICLE 7: PERS RETIREMENT PLAN 8

1. CALPERS DEATH BENEFIT OPTION 8
<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td><strong>ARTICLE 8: EMPLOYEE HANDBOOK REVISIONS</strong></td>
<td>8</td>
</tr>
<tr>
<td>A.</td>
<td><strong>TUITION REIMBURSEMENT – SECTION 9.03</strong></td>
<td>8</td>
</tr>
<tr>
<td>B.</td>
<td><strong>INTENT TO TERMINATE APPEAL LANGUAGE – SECTION 10.04</strong></td>
<td>8</td>
</tr>
<tr>
<td>C.</td>
<td><strong>HOLIDAYS – SECTION 7.07</strong></td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td><strong>ARTICLE 9: JOINT LABOR MANAGEMENT COMMITTEE</strong></td>
<td>9</td>
</tr>
<tr>
<td>10</td>
<td><strong>ARTICLE 10: AUTHORIZATION</strong></td>
<td>9</td>
</tr>
</tbody>
</table>
PURPOSE

This Memorandum of Understanding ("Agreement") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the AWA Employees' Association ("Association"), after meeting and conferring by the duly appointed representatives of both parties. This Agreement relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this Agreement. This Agreement is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the Unit. Nevertheless, should a conflict in the specific terms and conditions of this Agreement occur between the provisions contained herein to those of another Agency document, the provisions of this Agreement shall prevail during the term of this Agreement.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be binding upon the Agency and the Association, or its successors, for the period from July 1, 2008 through June 30, 2011.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the Association has met amongst themselves and designated certain employees within the Unit as their exclusive negotiating representatives for all employees within the Association.

Further, the Association shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Association, made known to the
Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.

ARTICLE 3: SHOP STEWARDS

The Association will identify to the Agency three (3) bargaining unit employees to serve as shop stewards. Such employees shall be allowed release time (i) if a representative is required in an investigatory interview which may lead to discipline of an employee, (ii) if a representative is requested by an employee to assist in presenting a grievance at Step II or Step III of the grievance process, or (iii) in other situations where the steward’s attendance is requested by the Agency. Shop steward release time will be allowed only upon the advance approval of the steward’s supervisor.

ARTICLE 4: CLASSIFICATION AND WAGES

A. Classifications

The following classifications shall be included in the Employees' Association:

- Accounting Clerk I and II
- Administrative Assistant I, II and III
- GIS/CAD Technician
- Customer Service Representative I and II
- Customer Service Technician/Utility Clerk
- Electrical/Maintenance Technician
- Engineering Technician
- Inspector
- Instrumentation/Electrician w/o Supervision
- Meter Reader
- Plant Operator II and III
- Purchasing Agent
- Distribution II and III
- Utility I, II and III
- Wastewater Operator I and II
B. **Cost of Living Adjustment**
A cost of living adjustment (COLA) shall be implemented annually on July 1st of each year during the term of this Agreement, which shall adjust both the range and salary of each classification within the Association. All cost of living adjustments shall be based on the May Consumer Price Index, All Urban Consumers, and West Urban, with a 2% minimum and 5% maximum cap.

C. **Anniversary Date Pay Adjustments**
Upon their respective anniversary dates, each employee within the Unit shall be eligible for an annual salary increase between zero and five percent (0-5%) based on the results of the seven elements within their performance evaluation.

D. **Standby Pay**
Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $40 per weekday and $60 per weekend day and holiday.

E. **Certification Bonus**
The Agency shall pay a lump sum, one-time payment of $250 to each member who achieves certification for one grade above their job required certification (ie. employee is required to have a Grade I treatment license; if achieve a Grade II, employee would receive a one-time lump sum bonus of $250).

F. **Safety Boot Allowance**
The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt to the Human Resources Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

**ARTICLE 5: INSURANCE PLANS**

A. **Medical Insurance** – Medical insurance coverage for the employees of the Unit shall be through the CalPERS Health Benefits Program (“Program”). During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:
1. **Employee Coverage** – the Agency shall pay one hundred percent (100%) of the “employee only” premium of the medical plan selected by the employee which does not exceed the “employee only” premium amount for the Program’s PERSChoice Basic Plan.

2. **Dependent Coverage** – Effective upon ratification and CalPERS acceptance of the Board resolution, the Agency and Association shall share costs of dependent care coverage with the Agency paying 90% and the employee paying 10%.

3. **Health Insurance Buy Back Plan** – Effective upon ratification and acceptance of this MOU, upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive the “employee only” premium for PERSChoice Basic Plan as a buy back amount to be included on their second payroll check every month.

4. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

6. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance. The Agency shall increase the Short Term Disability Benefit from 55% of weekly salary not to exceed $500/week to 66 2/3% of weekly salary not to exceed $1,731/week upon ratification of contract changes with ACWA.

7. **Health Benefits Committee** – The Agency and two members from all units shall form a Health Benefits Committee to investigate and recommend a long-term solution for all health-related benefits. The goal is to have a recommendation to present to the Board by the end of 2009.
8. **CalPERS Vesting Plan** – The Agency will offer a one-time "opt in" opportunity for employees hired prior to November 1, 2004 to move into the retiree health insurance vesting program per Section 7.05 of the Employee Handbook.

**ARTICLE 6: DEFERRED COMPENSATION**

A. **Matching Deferred Compensation 457 Plan** – Effective July 1, 2008, each calendar year, the Agency shall match an employee's contribution to the Deferred Compensation 457 Plan up to a maximum of $3,000. (E.g., if the employee contributes $1,000, the Agency will contribute $1,000. If the employee contributes $4,000, the Agency will contribute $3,000.)

**ARTICLE 7: PERS RETIREMENT PLAN**

1. **CalPERS Death Benefit Option**
   
   Effective upon CalPERS resolution approval, the Agency shall incur the costs of increasing the Death Benefit from $500 to $5,000.

**ARTICLE 8: EMPLOYEE HANDBOOK REVISIONS**

A. **Tuition Reimbursement – Section 9.03**
   
   Per agreed upon language, the Agency shall increase the annual allowed reimbursement from $500 to $2,500.

B. **Intent to Terminate Appeal Language – Section 10.04**
   
   Both parties agree to change the days required to submit an appeal of termination to the General Manager (10 days to 5 days) and to the Board of Directors (15 days to 10 days) with agreed upon language of receipt of appeal documents.

C. **Holidays – Section 7.07**
   
   The Agency shall close business at noon on Christmas Eve and New Year's Eve to promote time with family. If an employee is on vacation, they will receive four hours of holiday pay compensation.
ARTICLE 9: JOINT LABOR MANAGEMENT COMMITTEE

The Amador Water Agency Joint Labor Management Committee ("Committee") will consist of three (3) members selected by the Association and by representatives of Management. The Association members shall be selected so that no more than one (1) member works in the same Agency department/division. After the first full year of activities, at least one member of the Association will rotate each year.

The Committee shall meet as needed, to foster good working relationship between management and employees, by dialogue and problem-solving. Subjects to be addressed in the Committee will not include changing terms of the MOU, absent mutual agreement.

ARTICLE 10: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2011, unless so modified by mutual agreement of both parties. The representatives of the parties to this agreement have caused their names to be signed on this 5th day of August 2008.

AMADOR WATER AGENCY

Jim Abercrombie
General Manager

Karen Gish
AWA Authorized Representative

AMADOR WATER AGENCY

Damon Wyckoff
Authorized Representative

EMPLOYEES ASSOCIATION

AWA EA MOU

Tom Bunting
Authorized Representative

Date: 7/1/2008 - 6/30/2011
ADDENDUM #1
TO
MOU 7/1/2008-6/30/2011

PURPOSE

This Addendum describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of Amador Water Agency ("Agency") and those employees designated as the AWA Employees' Association ("Association"), after meeting and conferring by the duly appointed representatives of both parties. This Addendum relates particularly to concession bargaining for the 2010/2011 Fiscal Year for the term of this Addendum and the MOU to which it is attached. This Addendum is not, however, inclusive of all employment terms, conditions, requirements, standards and other factors that may bear upon the employment relationship between the Agency and the Association. Nevertheless, should a conflict in the specific terms and conditions of this Addendum occur between the provisions contained herein to those of another Agency document, the provisions of this Addendum shall prevail during the term of this Addendum.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Addendum and the MOU to which it is attached, shall be binding upon the Agency and the Association, or its successors, for the period from November 1, 2010 through June 30, 2012.

ASSOCIATION CONCESSIONS

Cost of Living Adjustment

The Cost of Living Adjustment (COLA) for the 2010/2011 fiscal year shall be forfeited. The top of the salary range for all Association classifications shall be increased by the 2010/2011 COLA of two percent (2%).

Anniversary Date Pay Adjustments (Performance)

Annual performance evaluations shall be completed. However, merit raises (pay adjustments) shall be forfeited for the 2010/2011 fiscal year.

Furlough Program

The Agency shall implement a furlough program in which the Association members shall take eight (8) furlough days for the remainder of the 2010/2011 fiscal year. The Program is attached as Exhibit A to this Addendum.
AGENCY CONCESSIONS

Administrative Leave

Effective January 1, 2011, each Association member will be entitled to two (2) days of paid administrative leave time. This will be calculated and tracked on a calendar-year basis. This time is not cumulative and must be used within the 2011 calendar year or cashed out in February of the following year if not utilized. Requests for use of paid administrative leave must be pre-approved by Supervisors and Department Heads to ensure proper coverage for Agency operations. This concession is for two paid administrative leave days for 2011.

Minor Discipline

1. Notice of Discipline

When the Agency has decided to take disciplinary action consisting of a written action, the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include: (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicating where the materials upon which the action is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to appeal in the manner set forth in this section.

2. Appeal of Minor Discipline

Within 10 (ten) calendar days of the date the employee received the disciplinary notice, the employee may file a written appeal with the General Manager. The General Manager shall schedule a meeting with the employee and, where applicable, his/her representative, to discuss the appeal. Within 10 (ten) days after that meeting, or such longer period as the General Manager may determine is required to investigate the matter, the General Manager shall provide the employee with a written response to the appeal. The General Manager’s decision shall be final and binding.

If an employee does not file an appeal within 10 (ten) calendar days, the right to appeal shall be considered waived.
Major Discipline

1. **Notice of Discipline**

When the Agency is considering taking disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed action shall include: (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to respond, either orally or in writing, to the charge(s) which 10 (ten) calendar days of the date of the notice. If the employee timely requests to respond, he/she may be represented by his/her labor representative.

The Agency may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

If the employee does not respond to the charge(s) within 10 (ten) calendar days of the date of the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

2. **Right to Appeal Disciplinary Decision**

If the employee does respond to the charge(s) within 10 (ten) calendar days from the date of the notice of proposed disciplinary action, the Agency shall consider the employee’s response and all of the information upon which the charge(s) is based. The Agency shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the employee may appeal such determination in writing within 10 (ten) calendar days of the date that the Agency issued the determination, by notifying the General Manager in writing that the grievance is being advanced to arbitration.

The parties shall then request a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. The parties shall, alternately, strike

AWA Employees' Association Addendum
Ratified October 22, 2010
Page 5 of 10
names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator’s opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator’s recommendation, the Board may overrule the arbitrator’s recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached; the arbitrator’s recommendation becomes final and binding. The Board’s four-fifths (4/5) decision shall be final and binding.

All fees and expenses of the arbitrator shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Grievance Policy

Purpose: To provide the means for employees, recognized employee organizations, and management together to solve grievances in an orderly manner within a reasonable time period.

A grievance shall be defined as an alleged violation of the MOU, Agency rule, regulation, ordinance, resolution affecting an employee’s wages, hours or conditions of work, excluding any and all disciplinary action. Employees shall have the right to representation (as defined below) at all levels of the grievance procedure.

Policy:

A. Any employee has the right to file a grievance free of intimidation or coercion by the Agency.

B. Any employee may represent him/herself or have a professional representative (e.g., business agent or attorney) from the recognized employee organization for the employee’s bargaining unit do so.

Step 1 – Except as set forth below, if an employee believes he/she has a grievance, the employee shall bring the matter verbally to the attention of his/her Supervisor/Department Head no later than ten (10) calendar days from the time the employee(s) became aware of the circumstances forming the basis for the grievance. The Supervisor/Department Head will discuss the matter with the employee and provide a response to the employee within ten (10) calendar days of the meeting with the employee.
Step II – If the Step I process does not resolve the grievance, the grieving employee or a professional representative from the employee organization representing the employee’s bargaining unit, may forward the grievance, in written form on an Agency Grievance Form, within ten (10) calendar days of the Step I response, to the General Manager or his/her designee for consideration at Step II. The grievance form shall include:

1. The name of the grievant(s);
2. The basis for the grievance including the MOU provision(s) allegedly violated;
3. The remedy requested;
4. The dates the grievance was filed at Step I and filed at Step II.

Within ten (10) calendar days of receipt of the Step II grievance, the General Manager shall meet with the grievant(s) and, if applicable, the grievant’s representative, to try to resolve the dispute. The General Manager shall issue a written response to the grievant(s) within ten (10) calendar days of the Step II meeting.

Step III – If the grievance is not resolved at Step II, the grievant may, within fifteen (15) calendar days of the General Manager’s written response, request in writing, a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. If the grievant makes this request, he/she must simultaneously send the Agency a copy of this request. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator’s opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator’s recommendation, the Board may overrule the arbitrator’s recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached, the arbitrator’s recommendation becomes final and binding. The Board’s four-fifths (4/5) decision shall be final and binding on the grievance.

All fees and expenses of the arbitrator and the court reporter, if requested by any party, shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Failure of the Agency to respond within the timelines set forth above shall be construed as a denial of the grievance at that step, effective the last date for issuing a decision.

AWA Employees’ Association Addendum
Ratified October 22, 2010
Page 7 of 10
AUTHORIZATION

This Addendum shall become effective November 1, 2010 following approval by the Association and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. The representatives of the parties to this Addendum have caused their names to be signed on this 22nd day of October 2010.

AMADOR WATER AGENCY

Gene Manoebo, General Manager

Karen Gish, AWA Authorized Representative

AMADOR WATER AGENCY EMPLOYEES’ ASSOCIATION

Damon Wyckoff, Authorized Representative

Sean Hinton, Authorized Representative

Approved as to form:

ROSE LAW FIRM, P.C.

Mark A. Johnson

Representative for Rose Law Firm, P.C.

AWA Employees’ Association Addendum
Ratified October 22, 2010
Page 8 of 10
EXHIBIT A

Furlough Program

Furloughs for 2010/2011 Fiscal Year

As a temporary cost-saving measure, each represented employee shall take up to sixty-four (64) furlough hours (leave from work without pay) between November 1, 2010 and June 30, 2011.

Creation of Furlough Bank

Effective November 1, 2010, the Agency shall create and maintain for each represented employee a furlough bank of sixty-four (64) hours. Every represented employee's furlough bank shall have the same number of unpaid furlough hours. Between November 1, 2010 and June 30, 2011 each represented employee shall be required to use all hours in the employee's furlough bank, to be scheduled within each respective department/division to have the least impact on operations. Depending on each department/division, schedules may be developed that provide for scheduled days off (i.e. one Friday every month).

Employees shall be permitted to coordinate the use of their vacation and CTO with furlough days. The Agency shall ensure that each represented employee exhausts all hours in the employee's 2010/2011 furlough bank by the close of business on June 30, 2011.

Equalized Pay Deductions for FLSA Non-Exempt Employees

Each represented employee's pay will be reduced evenly through the remainder of 2010/2011 fiscal year to correspond with the sixty-four (64) furlough hours.

Furlough Deductions Non-Taxable to Employee

The furlough deductions shall not be subject to income tax, payroll tax or otherwise taxable to the employee.
Fringe Benefits Not Affected

Notwithstanding these furloughs and furlough deductions, represented employees shall continue to receive the full amount of all fringe benefits including, without limitation and by way of illustration, Agency contribution to medical and hospital insurance, dental insurance, vision insurance and vacation.

Separation From Service

Any represented, non-exempt employee who separated from Agency service during 2010/2011 before the last incremental furlough wage deduction described in Equalized Pay Deductions for FLSA Non-Exempt Employees occurs, shall have the employee’s final compensation adjusted by the difference between the number of furlough hours the employee has actually used, if any, and the number of furlough hours actually deducted from the employee’s pay.
ADDENDUM #2

TO

MOU 7/1/2008-6/30/2012

Concessions for 2011/2012 Fiscal Year
Table of Contents
PURPOSE ........................................................................................................................................ 3
TERM OF AGREEMENT .................................................................................................................. 3
ASSOCIATION CONCESSIONS .................................................................................................... 3
  Cost of Living Adjustment ........................................................................................................... 3
  Anniversary Date Pay Adjustments (Performance) ................................................................. 3
  Furlough Program ...................................................................................................................... 3
  457 Deferred Compensation Program ....................................................................................... 4
  CTO/Vacation Policy Revisions ............................................................................................... 4
  2nd Tier/New Hire Benefits ...................................................................................................... 4
AGENCY CONCESSIONS ............................................................................................................. 4
  Layoff Policy (Section 11.02) ................................................................................................... 4
AUTHORIZATION .......................................................................................................................... 5
EXHIBIT A ....................................................................................................................................... 6
  Furlough Program ...................................................................................................................... 6
    Furloughs for 2011/2012 Fiscal Year .................................................................................... 6
    Creation of Furlough Bank .................................................................................................... 6
    Equalized Pay Deductions for FLSA Non-Exempt Employees ........................................... 6
    Furlough Deductions Non-Taxable to Employee ................................................................. 6
    Fringe Benefits Not Affected ................................................................................................ 6
    Separation From Service ....................................................................................................... 7
PURPOSE

This Addendum describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of Amador Water Agency ("Agency") and those employees designated as the AWA Employees' Association ("Association"), after meeting and conferring by the duly appointed representatives of both parties. This Addendum relates particularly to concession bargaining for the 2011/2012 Fiscal Year for the term of this Addendum and the MOU to which it is attached. This Addendum is not, however, inclusive of all employment terms, conditions, requirements, standards and other factors that may bear upon the employment relationship between the Agency and the Association. Nevertheless, should a conflict in the specific terms and conditions of this Addendum occur between the provisions contained herein to those of another Agency document, the provisions of this Addendum shall prevail during the term of this Addendum.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Addendum and the MOU to which it is attached, shall be binding upon the Agency and the Association, or its successors, for the period from July 1, 2011 through June 30, 2012.

ASSOCIATION CONCESSIONS

Cost of Living Adjustment
The Cost of Living Adjustment (COLA) for the 2011/2012 fiscal year shall be forfeited. The top of the salary range for all Association classifications shall be increased by two percent (2%).

Anniversary Date Pay Adjustments (Performance)
Annual performance evaluations shall be completed. However, merit raises (pay adjustments) shall be forfeited for the 2011/2012 fiscal year.

Furlough Program
The Agency shall implement a furlough program in which the Association members shall take twelve (12) furlough days for the 2011/2012 fiscal year. The Program is attached as Exhibit A to this Addendum.
457 Deferred Compensation Program
Effective July 1, 2011, the Agency shall no longer contribute funds to employee 457 Deferred Compensation Plans. The Agency shall continue to offer the Plans on a voluntary basis.

CTO/Vacation Policy Revisions
The Agency and the Association have agreed to eliminate the practice of paying out Compensatory Time Off (CTO) and accrued Vacation hours, Section 6.11 and 7.07, respectively. Payouts will continue per the policy for employment separation or if an employee exceeds their annual allowed accruals. The Agency will also agree to discuss the opportunity to reinstate CTO pay outs on or around July 1, 2012. The policy language has been met and conferred on, with concurrence.

2nd Tier/New Hire Benefits
The Agency and the Association have met and conferred on a new benefit tier for employees hired after July 1, 2011. The Tier agreed to is as follows:

- CalPERS Retirement Plan – 2%@60
- CalPERS Retirement Premium Employee Share
  o Employee to pay their full 7% premium
  o Once employee is vested (5 years), the employee will qualify for any Agency contributions per respective MOU in place
- 457 Deferred Compensation – the Agency will continue to offer plans on a voluntary basis, but will no longer contribute any matching funds
- Dental, Vision, Life, Short and Long Term Disabilities per respective MOUs
- Health Insurance Premium Co-Payments shall be:
  o Employees hired after 7/1/11 pay 20% of qualifying, respective premiums (employee and employee plus dependent(s) rate structures) or what is negotiated in respective MOUs, whichever rate is higher

AGENCY CONCESSIONS

Layoff Policy (Section 11.02)
The Agency has agreed to change the advance written notice from 15 days to 30 days within the policy.

AWA Employees’ Association Addendum
Ratified July 14, 2011
Page 4 of 7
AUTHORIZATION

This Addendum shall become effective July 1, 2011 following approval by the Association and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. The representatives of the parties to this Addendum have caused their names to be signed on this 24th day of July 2011.

AMADOR WATER AGENCY

Gene Mancebo, General Manager

Karen Gish, AWA Authorized Representative

Robert Manassero, Director

AMADOR WATER AGENCY EMPLOYEES’ ASSOCIATION

Damon Wyckoff, Authorized Representative

Michael Thompson, Authorized Representative

Paul Molinelli, Sr., Director

Approved as to form:
ROSE LAW FIRM, P.C.

Mark A. Johnson
Representative for Rose Law Firm, P.C.

AWA Employees’ Association Addendum
Ratified July 14, 2011
Page 5 of 7
EXHIBIT A

Furlough Program

Furloughs for 2011/2012 Fiscal Year

As a temporary cost-saving measure, each represented employee shall take up to ninety-six (96) furlough hours (leave from work without pay) between July 1, 2011 and June 30, 2012.

Creation of Furlough Bank

Effective July 1, 2011, the Agency shall create and maintain for each represented employee a furlough bank of ninety-six (96) hours. Every represented employee's furlough bank shall have the same number of unpaid furlough hours. Between July 1, 2011 and June 30, 2012 each represented employee shall be required to use all hours in the employee's furlough bank, to be scheduled within each respective department/division to have the least impact on operations. Depending on each department/division, schedules may be developed that provide for scheduled days off (i.e. one Friday every month). Scheduled furlough days must be approved in advance by Supervisors and/or Department Head.

Employees shall be permitted to coordinate the use of their vacation and CTO with furlough days. The Agency shall ensure that each represented employee exhausts all hours in the employee's 2011/2012 furlough bank by the close of business on June 30, 2012.

Equalized Pay Deductions for FLSA Non-Exempt Employees

Each represented employee's pay will be reduced evenly through the 2011/2012 fiscal year to correspond with the ninety-six (96) furlough hours.

Furlough Deductions Non-Taxable to Employee

The furlough deductions shall not be subject to income tax, payroll tax or otherwise taxable to the employee.

Fringe Benefits Not Affected

Notwithstanding these furloughs and furlough deductions, represented employees shall continue to receive the full amount of all fringe benefits.

AWA Employees' Association Addendum
Ratified July 14, 2011
Page 6 of 7
including, without limitation and by way of illustration, Agency contribution to medical and hospital insurance, dental insurance, vision insurance and vacation.

Separation From Service
Any represented, non-exempt employee who separated from Agency service during 2011/2012 before the last incremental furlough wage deduction described in Equalized Pay Deductions for FLSA Non-Exempt Employees occurs, shall have the employee's final compensation adjusted by the difference between the number of furlough hours the employee has actually used, if any, and the number of furlough hours actually deducted from the employee's pay.
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
EMPLOYEES' ASSOCIATION

Term: July 1, 2013 – June 30, 2014
C. VACATION CASH OUT – SECTION 7.07

ARTICLE 8: DISCIPLINE AND GRIEVANCE PROCEDURES

MINOR DISCIPLINE 8
MAJOR DISCIPLINE 9
GRIEVANCE POLICY 10

ARTICLE 9: AUTHORIZATION 12

AWA EA MOU
Term: 7/1/2013 – 6/30/2014
Ratified: October 10, 2013
Page 3 of 13
PURPOSE

This Memorandum of Understanding ("Agreement") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the AWA Employees' Association ("Association"), after meeting and conferring by the duly appointed representatives of both parties. This Agreement relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this Agreement. This Agreement is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the Unit. Nevertheless, should a conflict in the specific terms and conditions of this Agreement occur between the provisions contained herein to those of another Agency document, the provisions of this Agreement shall prevail during the term of this Agreement.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be binding upon the Agency and the Association, or its successors, for the period from July 1, 2013 through June 30, 2014.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the Association has met amongst themselves and designated certain employees within the Unit as their exclusive negotiating representatives for all employees within the Association.

Further, the Association shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Association, made known to the
Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.

ARTICLE 3: SHOP STEWARDS

The Association will identify to the Agency three (3) bargaining unit employees to serve as shop stewards. Such employees shall be allowed release time (i) if a representative is required in an investigatory interview which may lead to discipline of an employee, (ii) if a representative is requested by an employee to assist in presenting a grievance at Step II or Step III of the grievance process, or (iii) in other situations where the steward’s attendance is requested by the Agency. Shop steward release time will be allowed only upon the advance approval of the steward’s supervisor.

ARTICLE 4: CLASSIFICATION AND WAGES

A. Classifications

The following classifications shall be included in the Employees’ Association:

Accounting Clerk I, II and III
Administrative Assistant I, II and III
GIS/CAD Technician
Customer Service Representative I and II
Customer Service Technician/Utility Clerk
Electrical/IT Technician
Inspector
Instrumentation/Electrician Technician
Meter Reader
Plant Operator II and III
Purchasing Agent
Distribution II and III
Utility I, II and III
Wastewater Operator I and II
B. **Cost of Living Adjustment**
   A cost of living adjustment (COLA) of 2.9% shall be implemented retroactively to July 1, 2013.

C. **Anniversary Date Pay Adjustments**
   Upon their respective anniversary dates, each employee within the Unit shall be eligible for an annual salary increase between zero and five percent (0-5%) based on the results of the seven elements within their performance evaluation. Merits shall be retroactive to July 1, 2013.

D. **Standby Pay**
   Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $40 per weekday and $60 per weekend day and holiday.

E. **Certification Bonus**
   The Agency shall pay a lump sum, one-time payment of $250 to each member who achieves certification for one grade above their job required certification (i.e. employee is required to have a Grade I treatment license; if achieve a Grade II, employee would receive a one-time lump sum bonus of $250).

F. **Safety Boot Allowance**
   The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt to the Human Resources Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

**ARTICLE 5: INSURANCE PLANS**

A. **Medical Insurance** – Medical insurance coverage for the employees of the Unit shall be through the ACWA/JPIA Health Benefits Program (“Program”) beginning January 1, 2014. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. Employees Hired Prior to July 1, 2011 – the Agency shall pay ninety-five percent (95%) of the premium of the medical
plan selected by the employee and offered by the Agency. Effective the first payroll following MOU ratification.

2. **Employees Hired On of After July 1, 2011** – the Agency shall pay eighty percent (80%) of the premium of the medical plan selected by the employee and offered by the Agency.

3. **Health Insurance Buy Back Plan** – Effective upon ratification and acceptance of this MOU, upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive ninety-five percent (95%) of the employee only premium of the Anthem Advantage Plan (hired prior to July 1, 2011) or eighty percent (80%) of the employee only premium of the Anthem Advantage Plan (hired on or after July 1, 2011) as a buy back amount to be included on their second payroll check every month.

4. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

6. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.

7. **Retiree Health Insurance** – The Agency, with AWA EA approval, shall create a vesting schedule to ensure current employees and retirees continue to receive health coverage as stated in the Employee Handbook.

8. **Opener for Retiree Health Insurance** – The Agency and AWA EA agree to have an opener to address future retiree health benefits and cost containment.

AWA EA MOU
Term: 7/1/2013 – 6/30/2014
Ratified: October 10, 2013
Page 7 of 13
ARTICLE 6: PENSION CONTRIBUTION

1. CalPERS Pension – Effective upon ratification of the MOU, employees hired prior to July 1, 2011 will pay two percent (2%) of the employee portion of the CalPERS Pension Plan. Employees hired on or after July 1, 2011 will pay their share of the normal cost, currently 6.25%; subject to change annually when the rates change.

ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS

A. Holidays – Section 7.07
   The Agency shall add Christmas Eve Day as an Agency holiday to promote time with family. The Agency shall no longer close early on New Year’s Eve Day.

B. CTO – Compensatory Time Off – Section 6.11
   The Agency is eliminating the CTO Policy. Any overtime earned by an employee shall be paid at the time earned.

C. Vacation Cash Out – Section 7.07
   The Agency shall add to the above-referenced Section a policy allowing the cash out of accrued vacation on a quarterly basis. Employees will be required to keep a balance of 40 hours on the books. An employee’s request for cash out will be denied if his/her balance is 40 hours or less.

ARTICLE 8: DISCIPLINE AND GRIEVANCE PROCEDURES

Minor Discipline

1. Notice of Discipline

When the Agency has decided to take disciplinary action consisting of a written action, the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include: (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicting where the materials upon which the action is based are available for inspection, or a
combination of the two; and (c) a statement informing the employee of his/her right to appeal in the manner set forth in this section.

2. Appeal of Minor Discipline

Within 10 (ten) calendar days of the date the employee received the disciplinary notice, the employee may file a written appeal with the General Manager. The General Manager shall schedule a meeting with the employee and, where applicable, his/her representative, to discuss the appeal. Within 10 (ten) days after that meeting, or such longer period as the General Manager may determine is required to investigate the matter, the General Manager shall provide the employee with a written response to the appeal. The General Manager's decision shall be final and binding.

If an employee does not file an appeal within 10 (ten) calendar days, the right to appeal shall be considered waived.

Major Discipline

1. Notice of Discipline

When the Agency is considering taking disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed action shall include: (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to respond, either orally or in writing, to the charge(s) which 10 (ten) calendar days of the date of the notice. If the employee timely requests to respond, he/she may be represented by his/her labor representative.

The Agency may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

If the employee does not respond to the charge(s) within 10 (ten) calendar days of the date of the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

AWA EA MOU
Term: 7/1/2013 – 6/30/2014
Ratified: October 10, 2013
Page 9 of 13
2. Right to Appeal Disciplinary Decision

If the employee does respond to the charge(s) within 10 (ten) calendar days from the date of the notice of proposed disciplinary action, the Agency shall consider the employee’s response and all of the information upon which the charge(s) is based. The Agency shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the employee may appeal such determination in writing within 10 (ten) calendar days of the date that the Agency issued the determination, by notifying the General Manager in writing that the grievance is being advanced to arbitration.

The parties shall then request a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator’s opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator’s recommendation, the Board may overrule the arbitrator’s recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached; the arbitrator’s recommendation becomes final and binding. The Board’s four-fifths (4/5) decision shall be final and binding.

All fees and expenses of the arbitrator shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Grievance Policy

Purpose: To provide the means for employees, recognized employee organizations, and management together to solve grievances in an orderly manner within a reasonable time period.

A grievance shall be defined as an alleged violation of the MOU, Agency rule, regulation, ordinance, resolution affecting an employee’s wages, hours or conditions of work, excluding any and all disciplinary action. Employees shall have the right to representation (as defined below) at all levels of the grievance procedure.

Policy:
A. Any employee has the right to file a grievance free of intimidation or coercion by the Agency.

B. Any employee may represent him/herself or have a professional representative (e.g., business agent or attorney) from the recognized employee organization for the employee's bargaining unit do so.

Step I – Except as set forth below, if an employee believes he/she has a grievance, the employee shall bring the matter verbally to the attention of his/her Supervisor/Department Head no later than ten (10) calendar days from the time the employee(s) became aware of the circumstances forming the basis for the grievance. The Supervisor/Department Head will discuss the matter with the employee and provide a response to the employee within ten (10) calendar days of the meeting with the employee.

Step II – If the Step I process does not resolve the grievance, the grieving employee or a professional representative from the employee organization representing the employee's bargaining unit, may forward the grievance, in written form on an Agency Grievance Form, within ten (10) calendar days of the Step I response, to the General Manager or his/her designee for consideration at Step II. The grievance form shall include:

1. The name of the grievant(s);
2. The basis for the grievance including the MOU provision(s) allegedly violated;
3. The remedy requested;
4. The dates the grievance was filed at Step I and filed at Step II.

Within ten (10) calendar days of receipt of the Step II grievance, the General Manager shall meet with the grievant(s) and, if applicable, the grievant's representative, to try to resolve the dispute. The General Manager shall issue a written response to the grievant(s) within ten (10) calendar days of the Step II meeting.

Step III – If the grievance is not resolved at Step II, the grievant may, within fifteen (15) calendar days of the General Manager's written response, request in writing, a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. If the grievant makes this request, he/she must simultaneously send the Agency a copy of this request. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator's opinion is advisory only and will be referred to the Board. If the Board disagrees with the
arbitrator's recommendation, the Board may overrule the arbitrator's recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached, the arbitrator's recommendation becomes final and binding. The Board's four-fifths (4/5) decision shall be final and binding on the grievance.

All fees and expenses of the arbitrator and the court reporter, if requested by any party, shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Failure of the Agency to respond within the timelines set forth above shall be construed as a denial of the grievance at that step, effective the last date for issuing a decision.

ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2014, unless so modified by mutual agreement of both parties. The representatives of the parties to this agreement have caused their names to be signed on this 10th day of October, 2013.
AMADOR WATER AGENCY

Gene Mancebo
General Manager

Karen Gish
AWA Authorized Representative

Paul Molinelli, Sr., Director

AMADOR WATER AGENCY

EMPLOYEES ASSOCIATION

Damon Wyckoff
Authorized Representative

George Barnes
Authorized Representative

Robert Manassero, Director

AWA EA MOU
Term: 7/1/2013 – 6/30/2014
Ratified: October 10, 2013
Page 13 of 13
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
EMPLOYEES' ASSOCIATION

Term: July 1, 2014 – June 30, 2016
TABLE OF CONTENTS

PURPOSE

TERM OF AGREEMENT

ARTICLE 1: RECOGNITION AND COVERAGE

ARTICLE 2: REPRESENTATION

ARTICLE 3: SHOP STEWARDS

ARTICLE 4: CLASSIFICATION AND WAGES

A. CLASSIFICATIONS
B. COST OF LIVING ADJUSTMENT
C. ANNIVERSARY DATE PAY ADJUSTMENTS
D. STANDBY PAY
E. CERTIFICATION BONUS
F. SAFETY BOOT ALLOWANCE

ARTICLE 5: INSURANCE PLANS

A. MEDICAL INSURANCE
   1. EMPLOYEE COVERAGE
   2. DEPENDENT COVERAGE
   3. RETREER MEDICAL COVERAGE
   4. HEALTH INSURANCE BUY BACK PLAN
   5. DENTAL INSURANCE
   6. VISION INSURANCE
   7. OTHER INSURANCE

ARTICLE 6: PENSION CONTRIBUTION

1. CALPERS PENSION

ARTICLE 7: DISCIPLINE AND GRIEVANCE PROCEDURES

MINOR DISCIPLINE
PURPOSE

This Memorandum of Understanding ("Agreement") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the AWA Employees' Association ("Association"), after meeting and conferring by the duly appointed representatives of both parties. This Agreement relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this Agreement. This Agreement is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the Unit. Nevertheless, should a conflict in the specific terms and conditions of this Agreement occur between the provisions contained herein to those of another Agency document, the provisions of this Agreement shall prevail during the term of this Agreement.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be binding upon the Agency and the Association, or its successors, for the period from July 1, 2014 through June 30, 2016.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the Association has met amongst themselves and designated certain employees within the Unit as their exclusive negotiating representatives for all employees within the Association.

Further, the Association shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Association, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.
ARTICLE 3: SHOP STEWARDS

The Association will identify to the Agency three (3) bargaining unit employees to serve as shop stewards. Such employees shall be allowed release time (i) if a representative is required in an investigatory interview which may lead to discipline of an employee, (ii) if a representative is requested by an employee to assist in presenting a grievance at Step II or Step III of the grievance process, or (iii) in other situations where the steward’s attendance is requested by the Agency. Shop steward release time will be allowed only upon the advance approval of the steward’s supervisor.

ARTICLE 4: CLASSIFICATION AND WAGES

A. Classifications

The following classifications shall be included in the Employees’ Association:

- Accounting Clerk I, II and III
- Administrative Assistant I, II and III
- GIS/CAD Technician
- Customer Service Representative I and II
- Customer Service Technician/Utility Clerk
- Electrical/IT Technician
- Inspector
- Instrumentation/Electrician Technician
- Meter Reader
- Plant Operator II and III
- Purchasing Agent
- Distribution II and III
- Utility I, II and III
- Wastewater Operator I and II
B. **Cost of Living Adjustment**
A cost of living adjustment (COLA) of 2.4% shall be implemented retroactively to July 1, 2014. The COLA for July 1, 2015 shall be the same as the Water Rate Index increase, with a minimum of 2% and maximum of 3% increase.

C. **Anniversary Date Pay Adjustments**
Upon their respective anniversary dates, each employee within the Unit shall be eligible for an annual salary increase between zero and five percent (0-5%) based on the results of the seven elements within their performance evaluation.

D. **Standby Pay**
Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $45 per weekday and $65 per weekend day and holiday.

E. **Certification Bonus**
The Agency shall pay a lump sum, one-time payment of $250 to each member who achieves certification for one grade above their job required certification (i.e. employee is required to have a Grade I treatment license; if achieve a Grade II, employee would receive a one-time lump sum bonus of $250).

F. **Safety Boot Allowance**
The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt complying with policy to the Human Resources Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

**ARTICLE 5: INSURANCE PLANS**

**A. Medical Insurance** – Medical insurance coverage for the employees of the Unit shall be through the ACWA/JPIA Health Benefits Program (“Program”). Note: employees must qualify for Kaiser HMO by their home zip code. The Agency does not have a qualifying employer zip code. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:
1. **Employee Coverage**

Effective January 1, 2015, the Agency shall pay one hundred percent (100%) of the "employee only" premium of the medical plan selected by the employee which does not exceed the "employee only" premium for the Program’s Anthem Advantage Basic Plan. If the premium exceeds the base plan, the employee will pay the difference through payroll deductions.

2. **Dependent Coverage**

Effective January 1, 2015, the Agency shall pay ninety percent (90%) of the cost of dependent care coverage with the employee paying ten percent (10%). Effective July 1, 2015, dependent coverage shall increase to twelve and a half percent (12.5%) for the employee premium copay.

The formula is determined as follows: Dependent Premium minus the Employee Only premium for the selected plan, times 10%, plus any difference in the Employee Only rate between the chosen plan and base plan, times 12 months, divided by 26 payrolls for the cost per paycheck.

3. **Retiree Medical Coverage**

Effective upon ratification and acceptance of this MOU, new hires will receive medical insurance coverage upon retirement up to the member's eligibility for Medicare, either at age 65 or the age as set forth by US Federal Government Medicare Policy. Coverage will terminate upon member eligibility for the member and dependents.

4. **Health Insurance Buy Back Plan** – Effective upon ratification and acceptance of this MOU, upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive eighty percent (80%) of the employee only premium of the Anthem Advantage Plan as a buy back amount to be paid during the second payroll every month. Effective 7/1/15, the buyback amount will be reduced to seventy-five percent (75%) of the employee only premium of the Anthem Advantage Plan.
5. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency.

6. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

7. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.

**ARTICLE 6: PENSION CONTRIBUTION**

1. **CalPERS Pension** – Effective upon ratification of the MOU, employees hired prior to July 1, 2011 will pay three and a half percent (3.5%) of the employee portion of the CalPERS Pension Plan. Effective July 1, 2015, employees will pay five percent (5%) of the employee portion.

   Employees hired on or after July 1, 2011, shall pay their share of the normal cost, subject to change annually when the rates change.

**ARTICLE 7: DISCIPLINE AND GRIEVANCE PROCEDURES**

*Minor Discipline*

1. **Notice of Discipline**

   When the Agency has decided to take disciplinary action consisting of a written action, the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include: (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicting where the materials upon which the action is based are available for inspection, or a combination of the two; and (c)
statement informing the employee of his/her right to appeal in the manner set forth in this section.

2. Appeal of Minor Discipline

Within 10 (ten) calendar days of the date the employee received the disciplinary notice, the employee may file a written appeal with the General Manager. The General Manager shall schedule a meeting with the employee and, where applicable, his/her representative, to discuss the appeal. Within 10 (ten) days after that meeting, or such longer period as the General Manager may determine is required to investigate the matter, the General Manager shall provide the employee with a written response to the appeal. The General Manager’s decision shall be final and binding.

If an employee does not file an appeal within 10 (ten) calendar days, the right to appeal shall be considered waived.

Major Discipline

1. Notice of Discipline

When the Agency is considering taking disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed action shall include: (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to respond, either orally or in writing, to the charge(s) which 10 (ten) calendar days of the date of the notice. If the employee timely requests to respond, he/she may be represented by his/her labor representative.

The Agency may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

If the employee does not respond to the charge(s) within 10 (ten) calendar days of the date of the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.
2. **Right to Appeal Disciplinary Decision**

If the employee does respond to the charge(s) within 10 (ten) calendar days from the date of the notice of proposed disciplinary action, the Agency shall consider the employee's response and all of the information upon which the charge(s) is based. The Agency shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the employee may appeal such determination in writing within 10 (ten) calendar days of the date that the Agency issued the determination, by notifying the General Manager in writing that the grievance is being advanced to arbitration.

The parties shall then request a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator's opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator's recommendation, the Board may overrule the arbitrator's recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached; the arbitrator's recommendation becomes final and binding. The Board's four-fifths (4/5) decision shall be final and binding.

All fees and expenses of the arbitrator shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

**Grievance Policy**

**Purpose:** To provide the means for employees, recognized employee organizations, and management together to solve grievances in an orderly manner within a reasonable time period.

A grievance shall be defined as an alleged violation of the MOU, Agency rule, regulation, ordinance, resolution affecting an employee’s wages, hours or conditions of work, excluding any and all disciplinary action. Employees shall have the right to representation (as defined below) at all levels of the grievance procedure.
Policy:

A. Any employee has the right to file a grievance free of intimidation or coercion by the Agency.

B. Any employee may represent him/herself or have a professional representative (e.g., business agent or attorney) from the recognized employee organization for the employee's bargaining unit do so.

Step I – Except as set forth below, if an employee believes he/she has a grievance, the employee shall bring the matter verbally to the attention of his/her Supervisor/Department Head no later than ten (10) calendar days from the time the employee(s) became aware of the circumstances forming the basis for the grievance. The Supervisor/Department Head will discuss the matter with the employee and provide a response to the employee within ten (10) calendar days of the meeting with the employee.

Step II – If the Step I process does not resolve the grievance, the grieving employee or a professional representative from the employee organization representing the employee's bargaining unit, may forward the grievance, in written form on an Agency Grievance Form, within ten (10) calendar days of the Step I response, to the General Manager or his/her designee for consideration at Step II. The grievance form shall include:

1. The name of the grievant(s);
2. The basis for the grievance including the MOU provision(s) allegedly violated;
3. The remedy requested;
4. The dates the grievance was filed at Step I and filed at Step II.

Within ten (10) calendar days of receipt of the Step II grievance, the General Manager shall meet with the grievant(s) and, if applicable, the grievant's representative, to try to resolve the dispute. The General Manager shall issue a written response to the grievant(s) within ten (10) calendar days of the Step II meeting.

Step III – If the grievance is not resolved at Step II, the grievant may, within fifteen (15) calendar days of the General Manager's written response, request in writing, a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. If the grievant makes this request, he/she must simultaneously send the Agency a copy of this request. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation.

AWA EA MOU
Term: 7/1/2014 – 6/30/2016
Ratified: July 24, 2014
Page 11 of 13
and opinion as soon as practical. The arbitrator’s opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator’s recommendation, the Board may overrule the arbitrator’s recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached, the arbitrator’s recommendation becomes final and binding. The Board’s four-fifths (4/5) decision shall be final and binding on the grievance.

All fees and expenses of the arbitrator and the court reporter, if requested by any party, shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Failure of the Agency to respond within the timelines set forth above shall be construed as a denial of the grievance at that step, effective the last date for issuing a decision.

ARTICLE 8: LABOR MANAGEMENT COMMITTEE

The Agency shall re-establish the Labor Management Committee (LMC) which will consist of two (2) members selected by the AWA EA, two (2) members of the Management Bargaining Unit and Agency representatives. The Committee shall meet as needed to foster good working relationships between management and employees, by dialogue and problem-solving. Subjects to be addressed in the Committee will not include changing terms of the MOU and shall include discussions on a Safety Incentive Program and a Compensation Survey to be conducted in the second year of this MOU.

ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2016, unless so modified by mutual agreement of both parties. The representatives of the parties to this Agreement have caused their names to be signed on this 24th day of July, 2014.
AMADOR WATER AGENCY

Gene Mancebo
General Manager

Karen Gish
AWA Authorized Representative

Paul Molinelli, Sr., Director

AMADOR WATER AGENCY
EMPLOYEES ASSOCIATION

Damon Wyckoff
Authorized Representative

Joel Mottihaw
Authorized Representative

Robert Manassero, Director

AWA EA MOU
Term: 7/1/2014 – 6/30/2016
Ratified: July 24, 2014
Page 13 of 13
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
EMPLOYEES' ASSOCIATION

Term: July 1, 2016 – June 30, 2017
<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 7: CalPERS Uniform Reporting</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>CalPERS Uniform Compensation Reporting</td>
<td>8</td>
</tr>
<tr>
<td>Article 8: Discipline and Grievance Procedures</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minor Discipline</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Major Discipline</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Grievance Policy</td>
<td>11</td>
</tr>
<tr>
<td>Article 9: Authorization</td>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>
PURPOSE

This Memorandum of Understanding ("Agreement") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the AWA Employees' Association ("Association"), after meeting and conferring by the duly appointed representatives of both parties. This Agreement relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this Agreement. This Agreement is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the Unit. Nevertheless, should a conflict in the specific terms and conditions of this Agreement occur between the provisions contained herein to those of another Agency document, the provisions of this Agreement shall prevail during the term of this Agreement.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be binding upon the Agency and the Association, or its successors, for the period from July 1, 2016 through June 30, 2017.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the Association has met amongst themselves and designated certain employees within the Unit as their exclusive negotiating representatives for all employees within the Association.

Further, the Association shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Association, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.
ARTICLE 3: SHOP STEWARDS

The Association will identify to the Agency three (3) bargaining unit employees to serve as shop stewards. Such employees shall be allowed release time (i) if a representative is required in an investigatory interview which may lead to discipline of an employee, (ii) if a representative is requested by an employee to assist in presenting a grievance at Step II or Step III of the grievance process, or (iii) in other situations where the steward’s attendance is requested by the Agency. Shop steward release time will be allowed only upon the advance approval of the steward’s supervisor.

ARTICLE 4: CLASSIFICATION AND WAGES

A. **Classifications**

The following classifications shall be included in the Employees' Association:

- Accounting Clerk I, II and III
- Administrative Assistant I, II and III
- Customer Service Representative I and II
- Electrical Technician
- Inspector
- Meter Reader/Customer Service Tech
- Plant Operator II and III
- Purchasing Agent
- Distribution II and III
- Utility I, II and III
- Wastewater Operator I and II
B. **Cost of Living Adjustment**
   A cost of living adjustment (COLA) of 2% shall be implemented and effective July 1, 2016, effective to salary ranges and employee pay.

C. **Anniversary Date Pay Adjustments**
   Employees shall receive their annual performance review. However, merits for the 2016/2017 fiscal year (7/1/16-6/30/17) are suspended.

D. **Standby Pay**
   Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $45 per weekday and $65 per weekend day and holiday.

E. **Salary Increase In Lieu of Salary Survey**
   Effective July 1, 2016, employees shall be given a one percent (1%) salary increase to their range and pay in lieu of a salary survey.

F. **Cell Phone Allowance**
   Effective July 1, 2016, all Association members shall receive a cell phone allowance of $50 with employee compliance to the Cell Phone Allowance Policy in Exhibit A of this MOU.

G. **Certification Bonus**
   The Agency shall pay a lump sum, one-time payment of $250 to each member who achieves certification for one grade above their job required certification (i.e. employee is required to have a Grade I treatment license; if achieve a Grade II, employee would receive a one-time lump sum bonus of $250).

H. **Compensatory Time Bank (CTO)**
   Effective July 1, 2016, the CTO Policy shall be reinstated per Exhibit B of this MOU.

I. **Safety Boot Allowance**
   The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt complying with policy to the Human Resources Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).
ARTICLE 5: INSURANCE PLANS

A. **Medical Insurance** – Medical insurance coverage for the employees of the Unit shall be through the ACWA/JPIA Health Benefits Program ("Program"). Note: employees must qualify for Kaiser HMO by their home zip code. The Agency does not have a qualifying employer zip code. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. **Employee Coverage**
   Coverage shall remain at paying one hundred percent (100%) of the "employee only" premium of the medical plan selected by the employee which does not exceed the "employee only" premium for the Program’s Anthem Advantage Basic Plan. If the premium exceeds the base plan, the employee will pay the difference through payroll deductions.

2. **Dependent Coverage**
   Dependent coverage shall remain at twelve and a half percent (12.5%) for the employee premium copay.

   The formula is determined as follows: Dependent Premium minus the Employee Only premium for the selected plan, times 12.5%, plus any difference in the Employee Only rate between the chosen plan and base plan, times 12 months, divided by 26 payrolls for the cost per paycheck.

3. **Retiree Medical Coverage**
   Effective upon ratification and acceptance of this MOU, new hires will receive medical insurance coverage upon retirement up to the member’s eligibility for Medicare, either at age 65 or the age as set forth by US Federal Government Medicare Policy. Coverage will terminate upon member eligibility for the member and dependents.

4. **Health Insurance Buy Back Plan** – Effective upon ratification and acceptance of this MOU, upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive eighty percent (80%) of the employee only premium of the Anthem Advantage Plan as a
buy back amount to be paid during the second payroll every month. Effective 7/1/15, the buyback amount will be reduced to seventy-five percent (75%) of the employee only premium of the Anthem Advantage Plan.

5. Dental Insurance – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency.

6. Vision Insurance – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

7. Other Insurance – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.

ARTICLE 6: PENSION CONTRIBUTION

1. CalPERS Pension – Effective July 1, 2016, employees hired prior to July 1, 2011, or employees who otherwise meet the requirements to be considered Classic Members under PEPRA, will pay an additional two percent (2%) of salary towards their CalPERS employee contribution for a total of seven percent (7%). Also effective July 1, 2016, Classic Members shall receive a two percent (2%) base pay and salary range increase to offset the increased contribution.

Employees hired on or after July 1, 2011, shall pay their share of the normal cost, subject to change annually when the rates change.

ARTICLE 7: CALPERS UNIFORM REPORTING

1. CalPERS Uniform Compensation Reporting

Under CalPERS California Code of Regulations (CCR Section 571 (a) and (b)) the purchase, rental and maintenance services of the Agency’s required uniform qualifies as special compensation under the category of Uniform Allowance, subject to CalPERS rules, regulations, and interpretations regarding
special compensation. However, the Agency does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

For providing (purchasing and renting) and maintaining the employee's required uniform the Agency will report a set monetary value not to exceed $600 per year per employee to CalPERS. The set uniform monetary value amount reported to CalPERS will derive from the current uniform distributor contract/quote using the average cost of all types of clothing available to each field employee. The value reported to CalPERS will be the same for each field employee.

Note: the reporting of the purchase, rental and maintenance of uniforms is for classic members only as defined by CalPERS.

ARTICLE 8: DISCIPLINE AND GRIEVANCE PROCEDURES

Minor Discipline

1. Notice of Discipline

When the Agency has decided to take disciplinary action consisting of a written action, the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include: (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicting where the materials upon which the action is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to appeal in the manner set forth in this section.

2. Appeal of Minor Discipline

Within 10 (ten) calendar days of the date the employee received the disciplinary notice, the employee may file a written appeal with the General Manager. The General Manager shall schedule a meeting with the employee and, where applicable, his/her representative, to discuss the appeal. Within 10 (ten) days after that meeting, or such longer period as the General Manager may determine is required to investigate the matter, the General Manager shall provide the employee with a written response to the appeal. The General Manager's decision shall be final and binding.
If an employee does not file an appeal within 10 (ten) calendar days, the right to appeal shall be considered waived.

**Major Discipline**

1. **Notice of Discipline**

When the Agency is considering taking disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed action shall include: (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to respond, either orally or in writing, to the charge(s) which 10 (ten) calendar days of the date of the notice. If the employee timely requests to respond, he/she may be represented by his/her labor representative.

The Agency may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

If the employee does not respond to the charge(s) within 10 (ten) calendar days of the date of the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

2. **Right to Appeal Disciplinary Decision**

If the employee does respond to the charge(s) within 10 (ten) calendar days from the date of the notice of proposed disciplinary action, the Agency shall consider the employee’s response and all of the information upon which the charge(s) is based. The Agency shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the employee may appeal such determination in writing within 10 (ten) calendar days of the date that the Agency issued the determination, by notifying the General Manager in writing that the grievance is being advanced to arbitration.
The parties shall then request a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator's opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator's recommendation, the Board may overrule the arbitrator's recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached; the arbitrator's recommendation becomes final and binding. The Board's four-fifths (4/5) decision shall be final and binding.

All fees and expenses of the arbitrator shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

**Grievance Policy**

**Purpose:** To provide the means for employees, recognized employee organizations, and management together to solve grievances in an orderly manner within a reasonable time period.

A grievance shall be defined as an alleged violation of the MOU, Agency rule, regulation, ordinance, resolution affecting an employee's wages, hours or conditions of work, excluding any and all disciplinary action. Employees shall have the right to representation (as defined below) at all levels of the grievance procedure.

**Policy:**

A. Any employee has the right to file a grievance free of intimidation or coercion by the Agency.

B. Any employee may represent him/herself or have a professional representative (e.g., business agent or attorney) from the recognized employee organization for the employee's bargaining unit do so.

**Step I** – Except as set forth below, if an employee believes he/she has a grievance, the employee shall bring the matter verbally to the attention of his/her Supervisor/Department Head no later than ten (10) calendar days from the time the employee(s) became aware of the circumstances forming the basis for the grievance. The Supervisor/Department Head will discuss the matter with the
employee and provide a response to the employee within ten (10) calendar days of the meeting with the employee.

**Step II** – If the Step I process does not resolve the grievance, the grieving employee or a professional representative from the employee organization representing the employee’s bargaining unit, may forward the grievance, in written form on an Agency Grievance Form, within ten (10) calendar days of the Step I response, to the General Manager or his/her designee for consideration at Step II. The grievance form shall include:

1. The name of the grievant(s);
2. The basis for the grievance including the MOU provision(s) allegedly violated;
3. The remedy requested;
4. The dates the grievance was filed at Step I and filed at Step II.

Within ten (10) calendar days of receipt of the Step II grievance, the General Manager shall meet with the grievant(s) and, if applicable, the grievant’s representative, to try to resolve the dispute. The General Manager shall issue a written response to the grievant(s) within ten (10) calendar days of the Step II meeting.

**Step III** – If the grievance is not resolved at Step II, the grievant may, within fifteen (15) calendar days of the General Manager’s written response, request in writing, a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. If the grievant makes this request, he/she must simultaneously send the Agency a copy of this request. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator’s opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator’s recommendation, the Board may overrule the arbitrator’s recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached, the arbitrator’s recommendation becomes final and binding. The Board’s four-fifths (4/5) decision shall be final and binding on the grievance.

All fees and expenses of the arbitrator and the court reporter, if requested by any party, shall be shared equally by the Agency and the employee or, if applicable, the employee organization.
Failure of the Agency to respond within the timelines set forth above shall be construed as a denial of the grievance at that step, effective the last date for issuing a decision.

ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2017, unless so modified by mutual agreement of both parties. The representatives of the parties to this Agreement have caused their names to be signed on this ___ th day of June, 2016.

AMADOR WATER AGENCY

Gene Mancebo
General Manager

Karen Gish
AWA Authorized Representative

Paul Molinelli, Sr., Director

Robert Manassero, Director

AMADOR WATER AGENCY

Joel Mottishaw
Authorized Representative

Jeff Shortridge
Authorized Representative

Fergus Johnson
Rose Law Firm, Authorized Representative

AWA EA MOU
Term: 7/1/2016 - 6/30/2017
Ratified: 6/23/16
Page 13 of 15
Failure of the Agency to respond within the timelines set forth above shall be construed as a denial of the grievance at that step, effective the last date for issuing a decision.

**ARTICLE 9: AUTHORIZATION**

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2017, unless so modified by mutual agreement of both parties. The representatives of the parties to this Agreement have caused their names to be signed on this ___th day of June, 2016.

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**AMADOR WATER AGENCY**

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<thead>
<tr>
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<tbody>
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**AMADOR WATER AGENCY EMPLOYEES ASSOCIATION**

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<th>Name</th>
<th>Position</th>
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<td>Authorized Representative</td>
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<td>Authorized Representative</td>
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<td>Rose Law Firm, Authorized Representative</td>
</tr>
</tbody>
</table>

AWA EA MOU
Term: 7/1/2016 – 6/30/2017
Ratified: 6/23/16
Page 13 of 15
Exhibit A: Cell Phone Policy

AWAEA members are eligible for an allowance to cover work related costs on their personal cell phone. The dollar amount of the allowance shall be $30.00 per month. This allowance is compensation to cover work related costs and insurance if the employee so chooses to purchase insurance.

This allowance does not constitute an increase in base pay and will not be included in any percentage calculations for increased base pay. The allowance is taxable income and will be paid through the payroll process.

AWA EA members receiving an allowance should consult with either the Human Resources or the Information Technology department prior to purchasing a phone to ensure compatibility with Agency systems. The employee must maintain an active contract.

The AWA EA member shall assume all responsibility for their cell phone. If their cell phone is damaged and/or destroyed in the course of business, the Agency will not provide any compensation toward a new/replacement phone.

Use of the phone in any manner contrary to local, state or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance. The Agency does not accept any liability for charges or disputes between the service provider and the employee. If, prior to the end of the cell phone contract period, an employee decision, misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

Cell phones are to be used in compliance with California Law. Employees are not to use their cell phone while driving unless it is connected to a Bluetooth device which allows for hands-free operation. Otherwise, the employee shall pull over to use their phone or wait until they are at their destination to reply/return a missed call/text.
Exhibit B: Compensatory Time Bank

In lieu of being paid for overtime hours worked, AWA EA members may request that overtime be credited toward compensatory time off (CTO) at the rate of 1 1/2 CTO hours for each 1 hour of overtime worked. However, CTO hours shall not accrue in excess of 40 hours. The use of earned CTO time must be approved, in advance, by the requesting employee’s Supervisor and/or Department Head and must be used by the end of the calendar year or it will be cashed out on the first payroll of February (same as excess vacation and personal holiday).

Provided the AWA EA member gives seven (7) working days’ advance written notice, eligible employees who have accrued CTO hours may request that all or any portion of such hours be paid to them at their current regular based rate of pay on the next regular payroll.

Employee who accrue the maximum 40 CTO hours shall have all subsequent overtime worked paid automatically at their overtime rate of pay in conjunction with the applicable payroll cycle. Once an employee has used sufficient CTO time to reduce their CTO balance below the 40-hour maximum, the employee may again request that overtime compensation be in the form of CTO accrual.

At the time of employment separation, employees who have unused accrual of CTO hours shall be paid for such hours at their regular base rate of pay at the time.
MEMORANDUM OF UNDERSTANDING (MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
EMPLOYEES' ASSOCIATION

General Bargaining Unit
And
Supervisor Bargaining Unit

Term: July 1, 2017 – June 30, 2018
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE</td>
<td>4</td>
</tr>
<tr>
<td>TERM OF AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 1: RECOGNITION AND COVERAGE</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 2: REPRESENTATION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 3: SHOP STEWARDS</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 4: CLASSIFICATION AND WAGES</td>
<td>6</td>
</tr>
<tr>
<td>A. Classifications</td>
<td>6</td>
</tr>
<tr>
<td>A. Administrative Assistant III position</td>
<td>6</td>
</tr>
<tr>
<td>B. Electrical Technician position</td>
<td>6</td>
</tr>
<tr>
<td>No later than January 1, 2018, and prior to the elimination of the Buy Back program, the following reclassifications shall occur: Utility I, II and III positions</td>
<td>6</td>
</tr>
<tr>
<td>B. Cost of Living Adjustment</td>
<td>7</td>
</tr>
<tr>
<td>C. Anniversary Date Pay Adjustments</td>
<td>7</td>
</tr>
<tr>
<td>D. Standby Pay</td>
<td>7</td>
</tr>
<tr>
<td>E. Personal/Floating Holiday</td>
<td>7</td>
</tr>
<tr>
<td>F. Cell Phone Allowance</td>
<td>7</td>
</tr>
<tr>
<td>G. Certification Bonus</td>
<td>7</td>
</tr>
<tr>
<td>H. Compensatory Time Bank (CTO)</td>
<td>7</td>
</tr>
<tr>
<td>I. Safety Boot Allowance</td>
<td>8</td>
</tr>
<tr>
<td>J. Salary Adjustment</td>
<td>8</td>
</tr>
<tr>
<td>K. Meet and Confer Obligation</td>
<td>8</td>
</tr>
<tr>
<td>L. General Hours of Work</td>
<td>8</td>
</tr>
<tr>
<td>M. Sleep/Rest Period</td>
<td>9</td>
</tr>
<tr>
<td>N. Performance Evaluations</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 5: INSURANCE PLANS</td>
<td>9</td>
</tr>
<tr>
<td>A. Medical Insurance</td>
<td>9</td>
</tr>
<tr>
<td>1. Employee Coverage</td>
<td>10</td>
</tr>
<tr>
<td>2. Dependent Coverage</td>
<td>10</td>
</tr>
</tbody>
</table>

AWA EA MOU
Term: 7/1/2017 – 6/30/2018
Ratified: 09/28/2017
Page 2 of 20
THE AGENCY AND THE ASSOCIATION AGREE TO MEET AND CONFER TO
ESTABLISH AND MAINTAIN A SEGREGATED FIDUCIARY RETIREE HEALTH
BENEFIT TRUST WITH MATCHING PRE-TAX EMPLOYER AND EMPLOYEE
CONTRIBUTIONS FOR THE BENEFIT OF RETIREES HIRED BEFORE THE
ESTABLISHMENT OF THE TIER 4 VEBA PLAN, TO ASSIST IN PAYING FOR THE
COSTS OF CONTINUING RETIREMENT HEALTH BENEFITS.

ARTICLE 6: PENSION CONTRIBUTION

1. CALPERS PENSION

ARTICLE 7: CALPERS UNIFORM REPORTING

1. CALPERS Uniform Compensation Reporting

ARTICLE 8: DISCIPLINE AND GRIEVANCE PROCEDURES

MINOR DISCIPLINE
MAJOR DISCIPLINE
GRIEVANCE POLICY

ARTICLE 9: AUTHORIZATION
PURPOSE

This Memorandum of Understanding ("Agreement") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the AWA Employees' Association ("Association"), after meeting and conferring by the duly appointed representatives of both parties. This Agreement relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this Agreement. This Agreement is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the Unit. Nevertheless, should a conflict in the specific terms and conditions of this Agreement occur between the provisions contained herein to those of another Agency document, the provisions of this Agreement shall prevail during the term of this Agreement.

TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be binding upon the Agency and the Association, or its successors, for the period from July 1, 2017 through June 30, 2018.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the Association has met amongst themselves and designated certain employees within the Units as their exclusive negotiating representatives for all employees within the Association.

Further, the Association shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Association, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.
All current regular employees and all new employees in the bargaining unit shall, as a condition of employment, be members in good standing of the Association or pay to the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. Dues deductions shall be effective on the employee’s hire date.

In accordance with Government code section 3502.5(c), any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. Such employee shall, in lieu of the service fee, pay sums equal to the service fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The non-religious, non-labor charitable funds are the Amador Community Foundation, A-Pal Humane Society, and the Jackson Lions Club. Proof of such payments shall be made on a monthly basis to the Agency as a condition of continued exemption from the service fee or membership requirement.

To qualify for religious exemption the employee must provide to the Agency and the Association a written request for exemption, along with verifiable evidence of membership in a religious body as described above. The Agency shall implement the exemption within 30 days of the written request unless notified by the Association that the request is not valid.

ARTICLE 3: SHOP STEWARDS

The Association will identify to the Agency three (3) bargaining unit employees to serve as shop stewards. Such employees shall be allowed release time (i) if a representative is required in an investigatory interview which may lead to discipline of an employee, (ii) if a representative is requested by an employee to assist in presenting a grievance at Step II or Step III of the grievance process, or (iii) in other situations where the steward’s attendance is requested by the Agency. Shop steward release time will be allowed only upon the advance approval of the steward’s supervisor.
ARTICLE 4: CLASSIFICATION AND WAGES

A. Classifications
The following classifications shall be included in the Employees' Association:

General Bargaining Unit
Accountant
Accounting Clerk
Administrative Assistant I, II and III
Customer Service Representative I, II and III
Electrical Technician
Inspector
Meter Reader/Customer Service Tech
Plant Operator II and III
Purchasing Agent
Distribution I, II and III
Utility I, II and III
Wastewater Operator I and II

The following reclassifications shall occur by November 1, 2017:

a. Administrative Assistant III position
Position will be reclassified as Regulatory Specialist at a salary and range greater than the current Administrative Assistant III position.

b. Electrical Technician position
Position will be reclassified as Electrical Instrumentation Technician at a salary and range greater than the current Electrical Technician position.

No later than January 1, 2018, and prior to the elimination of the buy back program, the following reclassifications shall occur: Utility I, II and III positions

Positions within the Construction Department will be reclassified as Construction Worker I, II and III at a salary and range greater than the current Utility positions.

The Agency and Association shall meet and confer on the results of all the above salary surveys and the implementation.
Supervisor Bargaining Unit
Construction Supervisor
Distribution/Canal Supervisor
Electrical Control Supervisor
Wastewater Supervisor
Water Treatment Supervisor

B. Cost of Living Adjustment
A cost of living adjustment (COLA) of 3.4% shall be implemented and effective July 1, 2017, effective to salary ranges and employee pay upon MOU ratification.

C. Anniversary Date Pay Adjustments
Employees shall receive their annual performance review. However, merits for the 2017/2018 fiscal year (7/1/17-6/30/18) are suspended.

D. Standby Pay
Standby compensation shall be $45 per weekday and $65 per weekend day and holiday.

E. Personal/Floating Holiday
Effective upon ratification of this MOU, members will receive one (1) additional personal/floating holiday to be used within the term of this agreement (by June 30, 2018). Use of the holiday must be preapproved by the employee’s Supervisor.

F. Cell Phone Allowance
Policy revised in July 1, 2016 MOU negotiations. Policy to be added to the Employee Handbook and removed from future MOUs.

G. Certification Bonus
The Agency shall pay a lump sum, one-time payment of $250 to each member who achieves certification for one grade above their job required certification (i.e. employee is required to have a Grade I treatment license; if achieve a Grade II, employee would receive a one-time lump sum bonus of $250).

H. Compensatory Time Bank (CTO)
Policy revised September, 2017 through meet and confer process. Policy to be added to the Employee Handbook and removed from future MOUs.

AWA EA MOU
Term: 7/1/2017 – 6/30/2018
Ratified: 09/28/2017
Page 7 of 20
I. **Safety Boot Allowance**

The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt complying with policy to the Human Resources Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

J. **Salary Adjustment**

A one time .5% (1/2%) shall be implemented and effective July 1, 2017, effective to salary ranges and employee pay upon MOU ratification.

K. **Meet and Confer Obligation**

The Agency agrees to meet and confer over pay increases in the event a non-AWA EA employee gets a raise, COLA, salary adjustment or any pay increase provided it is greater than the terms negotiated within this MOU, with the exception of contract employees.

L. **General Hours of Work**

Section 5.01 B. (Work Week) – Second paragraph, change the number of hours advance written notice to 72 hours. This change will be made to the Employee Handbook and removed from future MOUs.

The Agency shall give employees at least 72 hours advanced written notice of the intended work schedule change, including planned starting and ending dates.

Revisions to be made to Employee Handbook Section 6.09 and removed from future MOU.
M. Sleep/Rest Period

If an employee has worked overtime during the 8-hour period immediately preceding the beginning of the employee’s next regularly scheduled work shift, the employee shall be given the option of a sleep/rest period of 8 consecutive hours upon the completion of overtime work. If the overtime work extends into the employee’s regularly scheduled work shift, the overtime rate will continue until the job is complete. If the employee continues with their work shift, the rate of pay will be at straight time. If the employee elects to utilize the sleep/rest period for the rest of their work shift, the rate of pay will be at straight time. If the employee is still too fatigued to return to work after the eight (8) hour rest period, the employee may use accrued leave for the additional time-off.

Revisions to be made to Employee Handbook Section 6.10 E. and removed from future MOUs.

N. Performance Evaluations

The Agency agrees to form a Committee to meet and confer on the evaluation form to be completed by December 31, 2017.

ARTICLE 5: INSURANCE PLANS

A. Medical Insurance – Medical insurance coverage for the employees of the Unit shall be through the ACWA/JPIA Health Benefits Program (“Program”) or the program that is currently offered. Note: employees must qualify for Kaiser HMO by their home zip code. The Agency does not have a qualifying employer zip code. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:
1. **Employee Coverage**
   Coverage shall remain at paying one hundred percent (100%) of the "employee only" premium of the medical plan selected by the employee which does not exceed the "employee only" premium for the Program's Anthem Advantage Basic Plan. If the premium exceeds the base plan, the employee will pay the difference through payroll deductions.

2. **Dependent Coverage**
   Effective upon MOU ratification, dependent coverage shall increase to fifteen percent (15%) for the employee premium copay.

   The formula is determined as follows: Dependent Premium minus the Employee Only premium for the selected plan, times 15%, plus any difference in the Employee Only rate between the chosen plan and base plan, times 12 months, divided by 24 payrolls for the cost per paycheck.

3. **Health Insurance Buy Back Plan** – Effective January 1, 2018, the Buy Back program shall be eliminated in exchange for a .5% (1/2%) salary and range increase for all employees.

4. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency.

5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

6. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee's coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.
7. **Retiree Medical Coverage/Retiree Medical Savings Plan**

Effective upon ratification and establishment of a Tier 4 Voluntary Employees' Beneficiary Association (VEBA) Savings Plan, the Agency will provide employees hired on or after the Plan effective date with a retiree medical savings plan as follows:

- The Agency will create an account for the employee that will be set aside for future medical costs upon retirement. The Agency will contribute $100 per month; with an additional match of the participating employee's contributions up to $100 per month – for a total maximum monthly employer contribution of $200. The employee can voluntarily contribute into the account as well on a pre-tax basis. The money accumulated in the account shall be the employee's account; which can be taken with them upon separation or retirement from the Agency.

- This plan is in lieu of participating in the Agency's retiree medical plan upon retirement.

- This plan will be offered through open enrollment to current active employees annually and enrollment in the plan shall result in the employee (spouse and dependents) no longer being eligible for the retiree medical benefits discussed below. If an employee enrolls in the plan, they will not be able to opt out in the future.

- **Retiree Medical Benefits for Employees hired on or before the effective date of the VEBA Retiree Medical Savings Plan**

All bargaining unit employees hired on or before the establishment of the VEBA Plan, and spouses and dependents, will continue to have a right to the Agency's group retiree medical insurance program, including (i) the right to access the same group plan as active employees, (ii) the right to have their insurance premiums paid by the Agency in accordance with the Vesting Schedule below or requirements of the Tier they were hired into, and (iii) the right to remain in the same insurance risk pool as active employees. This

**AWA EA MOU**
**Term:** 7/1/2017 – 6/30/2018
**Ratified:** 09/28/2017
Page 11 of 20
right is perpetual and continues beyond the expiration of this MOU. At age 65 (or Medicare eligible), the Agency's health plan will continue as a right, but will become secondary or supplemental to Medicare, depending on tier hired into. If in Tier 3, insurance terminates at Medicare eligibility.

The retiree must enroll in the plan they wish to retire into during the open enrollment period prior to retirement. There can be no lapse in coverage between the date of retirement and the date retiree benefits begin. The employee must transfer directly from active to retired status. The employee and his/her dependents at the time of retirement are eligible. If the employee does not elect retiree medical insurance, he/she will not be eligible in the future. If the retiree and/or dependent(s) is/are removed from coverage for any reason (nonpayment), he/she and/or they will not be eligible to be reinstated.

Tier 1: Employees Hired Prior to November 1, 2004: Eligible employees who have reached the age of fifty (50) and have served a minimum of five (5) years of Agency service, are eligible upon retirement for retiree medical insurance coverage. Such insurance shall include the employee and their eligible dependents at the time of retirement. At such time the employee and/or his/her eligible dependents become eligible for Medicare coverage, the Agency's policy will provide only supplemental or secondary coverage to Medicare. Retired employees will be required to contribute toward the cost of such retiree insurance as provided in the prevailing memorandum of understanding or based on the Retirement Tier 2 schedule if he/she opted into the Vesting Program.

Tier 2: Employees hired between November 1, 2004 through July 23, 2014: Eligible employees who have reached age fifty (50) and have served a minimum of ten (10) years of continuous service with Amador Water Agency immediately preceding retirement are eligible upon retirement for retiree medical insurance coverage; which shall include the employee and their
eligible dependents at the time of retirement. At such
time the employee and/or his/her eligible dependents
become eligible for Medicare coverage, the Agency's
policy will provide only supplemental or secondary
coverage to Medicare. Retired employees will be
required to contribute toward the cost of such
insurance, according to the following Vesting
Schedule:

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<thead>
<tr>
<th>Years of Service</th>
<th>% of Premium</th>
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<tbody>
<tr>
<td>10</td>
<td>50%</td>
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<tr>
<td>11</td>
<td>45%</td>
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<td>12</td>
<td>40%</td>
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<td>10%</td>
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<tr>
<td>19</td>
<td>5%</td>
</tr>
<tr>
<td>20</td>
<td>10% of dep. premium</td>
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</table>

Note: at 20 years of service the Agency will pay 100% of the employee’s premium and 90% of the dependent premium up to the Base Plan.

Tier 3: Employees hired between July 24, 2014 through implementation date of Tier 4: Eligible employees will receive medical insurance coverage upon retirement up to the employee’s eligibility for Medicare, either at age 65 or the age as set forth by US Federal Government Medicare Policy. Coverage will terminate upon employee Medicare eligibility for the employee and dependents. If a dependent reaches Medicare eligibility prior to the employee, the dependent’s coverage will end upon their Medicare eligibility. Retired employees will be required to contribute toward the cost of such retiree insurance per the Vesting Schedule in Tier 2.

Revisions to be made to Employee Handbook Section 7.05 and removed from future MOUs.
8. **Benefit Trust**

The Agency and the Association agree to meet and confer to establish and maintain a segregated fiduciary retiree health benefit trust with matching pre-tax employer and employee contributions for the benefit of retirees hired before the establishment of the Tier 4 VEBA Plan, to assist in paying for the costs of continuing retirement health benefits.

**ARTICLE 6: PENSION CONTRIBUTION**

1. **CalPERS Pension** – All employees shall pay their share of their respective CalPERS Pension Retirement Plan.

**ARTICLE 7: CALPERS UNIFORM REPORTING**

1. **CalPERS Uniform Compensation Reporting**

   Under CalPERS California Code of Regulations (CCR Section 571 (a) and (b)) the purchase, rental and maintenance services of the Agency’s required uniform qualifies as special compensation under the category of Uniform Allowance, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the Agency does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

   For providing (purchasing and renting) and maintaining the employee’s required uniform the Agency will report a set monetary value not to exceed $600 per year per employee to CalPERS. The set uniform monetary value amount reported to CalPERS will derive from the current uniform distributor contract/quote using the average cost of all types of clothing available to each field employee. The value reported to CalPERS will be the same for each field employee.

   Note: the reporting of the purchase, rental and maintenance of uniforms is for classic members only as defined by CalPERS.
ARTICLE 8: DISCIPLINE AND GRIEVANCE PROCEDURES

**Minor Discipline**

1. **Notice of Discipline**

When the Agency has decided to take disciplinary action consisting of a written action, the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include: (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicating where the materials upon which the action is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to appeal in the manner set forth in this section.

2. **Appeal of Minor Discipline**

Within 10 (ten) calendar days of the date the employee received the disciplinary notice, the employee may file a written appeal with the General Manager. The General Manager shall schedule a meeting with the employee and, where applicable, his/her representative, to discuss the appeal. Within 10 (ten) days after that meeting, or such longer period as the General Manager may determine is required to investigate the matter, the General Manager shall provide the employee with a written response to the appeal. The General Manager's decision shall be final and binding.

If an employee does not file an appeal within 10 (ten) calendar days, the right to appeal shall be considered waived.

**Major Discipline**

1. **Notice of Discipline**

When the Agency is considering taking disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed action shall include: (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating
where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to respond, either orally or in writing, to the charge(s) which 10 (ten) calendar days of the date of the notice. If the employee timely requests to respond, he/she may be represented by his/her labor representative.

The Agency may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

If the employee does not respond to the charge(s) within 10 (ten) calendar days of the date of the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

2. **Right to Appeal Disciplinary Decision**

If the employee does respond to the charge(s) within 10 (ten) calendar days from the date of the notice of proposed disciplinary action, the Agency shall consider the employee’s response and all of the information upon which the charge(s) is based. The Agency shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the employee may appeal such determination in writing within 10 (ten) calendar days of the date that the Agency issued the determination, by notifying the General Manager in writing that the grievance is being advanced to arbitration.

The parties shall then request a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator's opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator's recommendation, the Board may overrule the arbitrator's recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached; the arbitrator's recommendation becomes final and binding. The Board’s four-fifths (4/5) decision shall be final and binding.

All fees and expenses of the arbitrator shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

AWA EA MOU
Term: 7/1/2017 – 6/30/2018
Ratified: 09/28/2017
Page 16 of 20
**Grievance Policy**

**Purpose:** To provide the means for employees, recognized employee organizations, and management together to solve grievances in an orderly manner within a reasonable time period.

A grievance shall be defined as an alleged violation of the MOU, Agency rule, regulation, ordinance, resolution affecting an employee's wages, hours or conditions of work, excluding any and all disciplinary action. Employees shall have the right to representation (as defined below) at all levels of the grievance procedure.

**Policy:**

A. Any employee has the right to file a grievance free of intimidation or coercion by the Agency.

B. Any employee may represent him/herself or have a professional representative (e.g., business agent or attorney) from the recognized employee organization for the employee's bargaining unit do so.

**Step I** – Except as set forth below, if an employee believes he/she has a grievance, the employee shall bring the matter verbally to the attention of his/her Supervisor/Department Head no later than ten (10) calendar days from the time the employee(s) became aware of the circumstances forming the basis for the grievance. The Supervisor/Department Head will discuss the matter with the employee and provide a response to the employee within ten (10) calendar days of the meeting with the employee.

**Step II** – If the Step I process does not resolve the grievance, the grieving employee or a professional representative from the employee organization representing the employee's bargaining unit, may forward the grievance, in written form on an Agency Grievance Form, within ten (10) calendar days of the Step I response, to the General Manager or his/her designee for consideration at Step II. The grievance form shall include:

1. The name of the grievant(s);
2. The basis for the grievance including the MOU provision(s) allegedly violated;
3. The remedy requested;
4. The dates the grievance was filed at Step I and filed at Step II.

AWA EA MOU
Term: 7/1/2017 – 6/30/2018
Ratified: 09/28/2017
Page 17 of 20
Within ten (10) calendar days of receipt of the Step II grievance, the General Manager shall meet with the grievant(s) and, if applicable, the grievant's representative, to try to resolve the dispute. The General Manager shall issue a written response to the grievant(s) within ten (10) calendar days of the Step II meeting.

Step III – If the grievance is not resolved at Step II, the grievant may, within fifteen (15) calendar days of the General Manager's written response, request in writing, a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. If the grievant makes this request, he/she must simultaneously send the Agency a copy of this request. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator's opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator's recommendation, the Board may overrule the arbitrator's recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached, the arbitrator's recommendation becomes final and binding. The Board's four-fifths (4/5) decision shall be final and binding on the grievance.

All fees and expenses of the arbitrator and the court reporter, if requested by any party, shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Failure of the Agency to respond within the timelines set forth above shall be construed as a denial of the grievance at that step, effective the last date for issuing a decision.

ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2018, unless so modified by mutual agreement of both parties. The representatives of the parties to this Agreement have caused their names to be signed on this 28th day of September, 2017.
AMADOR WATER AGENCY

Gene Mancebo
General Manager

Karen Gish
AWA Authorized Representative

Gary Thomas
AWA Authorized Representative

Richard Farrington
AWA Authorized Representative

AMADOR WATER AGENCY

Andrea Hinton
Authorized Representative

Don Hutchison
Authorized Representative

Fergus Johnson, Rose Law Firm
Authorized Representative

AWA EA MOU
Term: 7/1/2017 – 6/30/2018
Ratified: 09/28/2017
Page 19 of 20
Exhibit A: Cell Phone Policy

AWAEA members are eligible for an allowance to cover work related costs on their personal cell phone. The dollar amount of the allowance shall be $50.00 per month. This allowance is compensation to cover work related costs and insurance if the employee so chooses to purchase insurance.

This allowance does not constitute an increase in base pay and will not be included in any percentage calculations for increased base pay. The allowance is taxable income and will be paid through the payroll process.

AWA EA members receiving an allowance should consult with either the Human Resources or the Information Technology department prior to purchasing a phone to ensure compatibility with Agency systems. The employee must maintain an active contract.

The AWA EA member shall assume all responsibility for their cell phone. If their cell phone is damaged and/or destroyed in the course of business, the Agency will not provide any compensation toward a new/replacement phone.

Use of the phone in any manner contrary to local, state or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance. The Agency does not accept any liability for charges or disputes between the service provider and the employee. If, prior to the end of the cell phone contract period, an employee decision, misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

Cell phones are to be used in compliance with California Law. Employees are not to use their cell phone while driving unless it is connected to a Bluetooth device which allows for hands-free operation. Otherwise, the employee shall pull over to use their phone or wait until they are at their destination to reply/return a missed call/text.
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY EMPLOYEES’ ASSOCIATION

General Bargaining Unit
And
Supervisor Bargaining Unit

Term: July 1, 2018 – June 30, 2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>PURPOSE</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>TERM OF AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 1: RECOGNITION AND COVERAGE</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 2: REPRESENTATION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 3: SHOP STEWARDS</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 4: CLASSIFICATION AND WAGES</td>
<td>5</td>
</tr>
<tr>
<td>A. Classifications</td>
<td>5</td>
</tr>
<tr>
<td>B. Cost of Living Adjustment</td>
<td>6</td>
</tr>
<tr>
<td>C. Anniversary Date Pay Adjustments</td>
<td>6</td>
</tr>
<tr>
<td>D. Standby Pay</td>
<td>6</td>
</tr>
<tr>
<td>E. Cell Phone Allowance</td>
<td>6</td>
</tr>
<tr>
<td>F. Certification Bonus</td>
<td>6</td>
</tr>
<tr>
<td>G. Compensatory Time Bank (CTO)</td>
<td>6</td>
</tr>
<tr>
<td>H. Safety Boot Allowance</td>
<td>6</td>
</tr>
<tr>
<td>I. Meet and Discuss Non-AWA EA Salary Adjustments</td>
<td>7</td>
</tr>
<tr>
<td>J. Performance Evaluations</td>
<td>7</td>
</tr>
<tr>
<td>K. 457 Deferred Compensation Matching</td>
<td>7</td>
</tr>
<tr>
<td>L. Agency Salary Survey</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 5: INSURANCE PLANS</td>
<td>8</td>
</tr>
<tr>
<td>A. Medical Insurance</td>
<td>8</td>
</tr>
<tr>
<td>1. Employee Coverage</td>
<td>8</td>
</tr>
<tr>
<td>2. Dependent Coverage</td>
<td>8</td>
</tr>
<tr>
<td>3. Dental Insurance</td>
<td>8</td>
</tr>
<tr>
<td>4. Vision Insurance</td>
<td>8</td>
</tr>
<tr>
<td>5. Other Insurance</td>
<td>9</td>
</tr>
<tr>
<td>6. Benefit Trust</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 6: PENSION CONTRIBUTION</td>
<td>9</td>
</tr>
</tbody>
</table>

AWA EA MOU
Term: 7/1/2018 – 6/30/2021
Ratified: 06/28-2018
Page 2 of 15
1. CALPERS PENSION

ARTICLE 7: CALPERS UNIFORM REPORTING

1. CALPERS UNIFORM COMPENSATION REPORTING

ARTICLE 8: DISCIPLINE AND GRIEVANCE PROCEDURES

MINOR DISCIPLINE
MAJOR DISCIPLINE
GRIEVANCE POLICY

ARTICLE 9: AUTHORIZATION
PURPOSE

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ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the Association has met amongst themselves and designated certain employees within the Units as their exclusive negotiating representatives for all employees within the Association.

Further, the Association shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the Association, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this Agreement.
All current regular employees and all new employees in the bargaining unit shall, as a condition of employment, be members in good standing of the Association or opt out of membership. All active members shall have dues deductions effective on the employee's hire date.

ARTICLE 3: SHOP STEWARDS

The Association will identify to the Agency three (3) bargaining unit employees to serve as shop stewards. Such employees shall be allowed release time (i) if a representative is required in an investigatory interview which may lead to discipline of an employee, (ii) if a representative is requested by an employee to assist in presenting a grievance at Step II or Step III of the grievance process, or (iii) in other situations where the steward’s attendance is requested by the Agency. Shop steward release time will be allowed only upon the advance approval of the steward’s supervisor.

ARTICLE 4: CLASSIFICATION AND WAGES

A. Classifications
The following classifications shall be included in the Employees’ Association:

- General Bargaining Unit
  - Accountant
  - Accounting Clerk
  - Administrative Assistant I, II and III
  - Construction I, II and III
  - Customer Service Representative I, II and III
  - Instrumentation/Electrical Technician
  - Inspector
  - Meter Reader/Customer Service Tech
  - Plant Operator II and III
  - Purchasing Agent
  - Distribution I, II and III
  - Utility I, II and III
  - Wastewater Operator I and II
  - Regulatory Compliance Specialist

AWA EA MOU
Term: 7/1/2018 – 6/30/2021
 Ratified: 06/28-2018
Page 5 of 15
Supervisor Bargaining Unit
Construction Supervisor
Distribution/Canal Supervisor
Instrumentation/Electrical Supervisor
Wastewater Supervisor
Water Treatment Supervisor

B. **Cost of Living Adjustment**
Upon MOU ratification, effective annually on July 1, 2018, July 1, 2019 and July 1, 2020, a cost of living adjustment (COLA) of 2% shall be implemented, and effective to salary ranges and employee pay.

C. **Anniversary Date Pay Adjustments**
Employees shall receive their annual performance review and may be eligible for merit pay as follows: 1-3% fiscal year 7/1/2018-6/30-2019; 1-4% fiscal years 7/1/2019-6/30/2020 and 7/1/2020-6/30/2021.

D. **Standby Pay**
Standby compensation shall be $45 per weekday and $65 per weekend day and holiday.

E. **Cell Phone Allowance**
The Agency shall provide a cell phone allowance of $50 per month.

F. **Certification Bonus**
The Agency shall pay a lump sum, one-time payment of $250 to each member who achieves certification of one grade above their job required certification (i.e. employee is required to have a Grade I treatment license; if achieve a Grade II, employee would receive a one-time lump sum bonus of $250) or for certification beyond their job requirements for a pre-approved certification that is a benefit to the Agency’s operations.

G. **Compensatory Time Bank (CTO)**
Policy revised to remove the mandatory cash out of CTO, Exhibit A attached. Policy to be added to the Employee Handbook and removed from future MOUs.

H. **Safety Boot Allowance**
The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt complying with policy
to the Human Resources Department. The approved member is eligible for $150 reimbursement per fiscal year (7/1-6/30).

I. Meet and Discuss Non-AWA EA Salary Adjustments
The Agency agrees to meet and discuss pay increases for non-AWA EA employees for any pay increase provided it is greater than the terms negotiated within this MOU, with the exception of contract employees.

J. Performance Evaluations
The Agency agrees to form a Committee to meet and confer on the evaluation form to be completed by December 31, 2018.

K. 457 Deferred Compensation Matching
Effective July 1, 2019, the Agency shall match 457 deferred compensation contributions up to .5% (one-half percent) of the employee’s salary. Effective July 1, 2020, the Agency shall match 1% (one percent) of the employee’s salary.

L. Agency Salary Survey
The Agency will conduct a salary survey. The following implementation/methodology is being recommended pending the survey results. If an employee’s current salary falls below the new proposed salary range, the employee will be brought up to the bottom of the new range.

0-5% Range shall be adjusted; employees below bottom of the range shall receive salary adjustment to the new bottom of the range.

6-10% Range shall be adjusted; employees shall receive salary adjustment based on difference between 6-10% minus 5% for above step (ie. Range adjustment is 8% - employee salary adjustment will be 3%), depending on where an employee is in their range.

If the range adjustment is more than 10%, the range shall be adjusted, with the Board of Directors determining implementation of the salary.
ARTICLE 5: INSURANCE PLANS

A. Medical Insurance — Medical insurance coverage for the employees of the Unit shall be through the ACWA/JPIA Health Benefits Program ("Program") or the program that is currently offered. Note: employees must qualify for Kaiser HMO by their home zip code. The Agency does not have a qualifying employer zip code. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. Employee Coverage
Coverage shall remain at paying one hundred percent (100%) of the "employee only" premium of the medical plan selected by the employee which does not exceed the "employee only" premium for the Program’s Anthem Advantage Basic Plan. If the premium exceeds the base plan, the employee will pay the difference through payroll deductions.

2. Dependent Coverage
Effective upon MOU ratification, dependent coverage premium shall increase to seventeen percent (17%) for the employee premium copay. July 1, 2019, dependent coverage shall increase to eighteen and one-half percent (18.5%) and July 1, 2020, dependent coverage shall increase to twenty percent (20%).

The formula is determined as follows: Dependent Premium minus the Employee Only premium for the selected plan, times 17% (in the first yr), 18.5% in the second year and 20% in the third year, plus any difference in the Employee Only rate between the chosen plan and base plan, times 12 months, divided by 24 payrolls for the cost per paycheck.

3. Dental Insurance — The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency.

4. Vision Insurance — The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for
coverage under the vision insurance plan offered by the Agency.

5. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.

6. **Benefit Trust**
   The Agency and the Association agree to meet and confer to establish and maintain a segregated fiduciary retiree health benefit trust with matching pre-tax employer and employee contributions for the benefit of retirees hired before the establishment of the Tier 4 **Retiree Health Savings** Plan, to assist in paying for the costs of continuing retirement health benefits.

**ARTICLE 6: PENSION CONTRIBUTION**

1. **CalPERS Pension** – All employees shall pay their share of their respective CalPERS Pension Retirement Plan.

**ARTICLE 7: CALPERS UNIFORM REPORTING**

1. **CalPERS Uniform Compensation Reporting**
   Under CalPERS California Code of Regulations (CCR Section 571 (a) and (b)) the purchase, rental and maintenance services of the Agency’s required uniform qualifies as special compensation under the category of Uniform Allowance, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the Agency does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

   For providing (purchasing and renting) and maintaining the employee’s required uniform the Agency will report a set monetary value not to exceed $600 per year per employee to CalPERS. The set uniform monetary value amount reported to CalPERS will derive from the current uniform distributor contract/quote using the average cost of all types of clothing available to each field employee. The value reported to CalPERS will be the same for each field employee.
Note: the reporting of the purchase, rental and maintenance of uniforms is for classic members only as defined by CalPERS.

ARTICLE 8: DISCIPLINE AND GRIEVANCE PROCEDURES

Minor Discipline

1. Notice of Discipline

When the Agency has decided to take disciplinary action consisting of a written action, the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include: (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicating where the materials upon which the action is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to appeal in the manner set forth in this section.

2. Appeal of Minor Discipline

Within 10 (ten) calendar days of the date the employee received the disciplinary notice, the employee may file a written appeal with the General Manager. The General Manager shall schedule a meeting with the employee and, where applicable, his/her representative, to discuss the appeal. Within 10 (ten) days after that meeting, or such longer period as the General Manager may determine is required to investigate the matter, the General Manager shall provide the employee with a written response to the appeal. The General Manager's decision shall be final and binding.

If an employee does not file an appeal within 10 (ten) calendar days, the right to appeal shall be considered waived.

Major Discipline

1. Notice of Discipline

When the Agency is considering taking disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the
affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed action shall include: (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his/her right to respond, either orally or in writing, to the charge(s) which 10 (ten) calendar days of the date of the notice. If the employee timely requests to respond, he/she may be represented by his/her labor representative.

The Agency may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

If the employee does not respond to the charge(s) within 10 (ten) calendar days of the date of the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

2. Right to Appeal Disciplinary Decision

If the employee does respond to the charge(s) within 10 (ten) calendar days from the date of the notice of proposed disciplinary action, the Agency shall consider the employee’s response and all of the information upon which the charge(s) is based. The Agency shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension without pay, a termination, or a demotion/reduction in pay, the employee may appeal such determination in writing within 10 (ten) calendar days of the date that the Agency issued the determination, by notifying the General Manager in writing that the grievance is being advanced to arbitration.

The parties shall then request a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator’s opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator’s recommendation, the Board may overrule the arbitrator’s recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached; the arbitrator’s
recommendation becomes final and binding. The Board's four-fifths (4/5) decision shall be final and binding.

All fees and expenses of the arbitrator shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Grievance Policy

Purpose: To provide the means for employees, recognized employee organizations, and management together to solve grievances in an orderly manner within a reasonable time period.

A grievance shall be defined as an alleged violation of the MOU, Agency rule, regulation, ordinance, resolution affecting an employee’s wages, hours or conditions of work, excluding any and all disciplinary action. Employees shall have the right to representation (as defined below) at all levels of the grievance procedure.

Policy:

A. Any employee has the right to file a grievance free of intimidation or coercion by the Agency.

B. Any employee may represent him/herself or have a professional representative (e.g., business agent or attorney) from the recognized employee organization for the employee’s bargaining unit do so.

Step I – Except as set forth below, if an employee believes he/she has a grievance, the employee shall bring the matter verbally to the attention of his/her Supervisor/Department Head no later than ten (10) calendar days from the time the employee(s) became aware of the circumstances forming the basis for the grievance. The Supervisor/Department Head will discuss the matter with the employee and provide a response to the employee within ten (10) calendar days of the meeting with the employee.

Step II – If the Step I process does not resolve the grievance, the grieving employee or a professional representative from the employee organization representing the employee’s bargaining unit, may forward the grievance, in written form on an Agency Grievance Form, within ten (10) calendar days of the Step I response, to the General Manager or his/her designee for consideration at Step II. The grievance form shall include:
1. The name of the grievant(s);
2. The basis for the grievance including the MOU provision(s) allegedly violated;
3. The remedy requested;
4. The dates the grievance was filed at Step I and filed at Step II.

Within ten (10) calendar days of receipt of the Step II grievance, the General Manager shall meet with the grievant(s) and, if applicable, the grievant's representative, to try to resolve the dispute. The General Manager shall issue a written response to the grievant(s) within ten (10) calendar days of the Step II meeting.

Step III – If the grievance is not resolved at Step II, the grievant may, within fifteen (15) calendar days of the General Manager’s written response, request in writing, a list of seven (7) experienced labor arbitrators from the State Mediation and Conciliation Service. If the grievant makes this request, he/she must simultaneously send the Agency a copy of this request. The parties shall, alternately, strike names from the list until there is one name remaining, who will serve as the arbitrator. The arbitrator will hear and issue a written recommendation and opinion as soon as practical. The arbitrator’s opinion is advisory only and will be referred to the Board. If the Board disagrees with the arbitrator’s recommendation, the Board may overrule the arbitrator’s recommendation by a four-fifths (4/5) vote. If the Board agrees with the arbitrator, or a four-fifths (4/5) vote cannot be reached, the arbitrator’s recommendation becomes final and binding. The Board’s four-fifths (4/5) decision shall be final and binding on the grievance.

All fees and expenses of the arbitrator and the court reporter, if requested by any party, shall be shared equally by the Agency and the employee or, if applicable, the employee organization.

Failure of the Agency to respond within the timelines set forth above shall be construed as a denial of the grievance at that step, effective the last date for issuing a decision.
ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the Unit and the Agency Board of Directors, and shall remain in effect until June 30, 2021, unless so modified by mutual agreement of both parties. The representatives of the parties to this Agreement have caused their names to be signed on this 27th day of June, 2018.

AMADOR WATER AGENCY

Gene Mancebo
General Manager

Karen Gish
AWA Authorized Representative

AMADOR WATER AGENCY

Andrea Hinton
Authorized Representative

EMployees ASSOCIATION

Don Hutchison
Authorized Representative

Ryan Tesch
Authorized Representative
Exhibit A: CTO Policy

In lieu of being paid for overtime hours worked, AWA EA members may request that overtime be credited toward compensatory time off (CTO) at the rate of 1 ½ CTO hours for each 1 hour of overtime worked. Projects that are Grant or Loan Funded are not eligible for CTO accrual; they must be captured in overtime hours. However, CTO hours shall not accrue in excess of 40 hours. The use of earned CTO time must be approved, in advance, by the requesting employee’s Supervisor and/or Department.

Provided the AWA EA member gives seven (7) working days’ advance written notice, eligible employees who have accrued CTO hours may request that all or any portion of such hours be paid to them at their current regular based rate of pay on the next regular payroll.

Employee who accrue the maximum 40 CTO hours shall have all subsequent overtime worked paid automatically at their overtime rate of pay in conjunction with the applicable payroll cycle. Once an employee has used sufficient CTO time to reduce their CTO balance below the 40-hour maximum, the employee may again request that overtime compensation be in the form of CTO accrual.

At the time of employment separation, employees who have unused accrual of CTO hours shall be paid for such hours at their regular base rate of pay at the time.
MEMORANDUM OF UNDERSTANDING (MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY MANAGEMENT BARGAINING UNIT (MBU)

Term: July 1, 2008 – June 30, 2012
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>TERM OF MOU</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 1: RECOGNITION AND COVERAGE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2: REPRESENTATION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 3: CLASSIFICATION AND WAGES</td>
<td>4</td>
</tr>
<tr>
<td>A. CLASSIFICATIONS</td>
<td>4</td>
</tr>
<tr>
<td>B. COST OF LIVING ADJUSTMENT</td>
<td>4</td>
</tr>
<tr>
<td>C. ANNIVERSARY DATE PAY ADJUSTMENTS</td>
<td>4</td>
</tr>
<tr>
<td>D. SAFETY BOAT ALLOWANCE</td>
<td>4</td>
</tr>
<tr>
<td>E. RETROACTIVE IMPLEMENTATION</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 4: INSURANCE PLANS</td>
<td>5</td>
</tr>
<tr>
<td>A. MEDICAL INSURANCE</td>
<td>5</td>
</tr>
<tr>
<td>1. Employee Coverage</td>
<td>5</td>
</tr>
<tr>
<td>2. Dependent Coverage</td>
<td>5</td>
</tr>
<tr>
<td>3. Health Insurance Buy Back Plan</td>
<td>5</td>
</tr>
<tr>
<td>4. Dental Insurance</td>
<td>5</td>
</tr>
<tr>
<td>5. Vision Insurance</td>
<td>5</td>
</tr>
<tr>
<td>6. Other Insurance</td>
<td>6</td>
</tr>
<tr>
<td>7. Health Benefits Committee</td>
<td>6</td>
</tr>
<tr>
<td>8. CalPERS Vesting Plan</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 5: VACATION AND DEFERRED COMPENSATION</td>
<td>6</td>
</tr>
<tr>
<td>A. MATCHING DEFERRED COMPENSATION 457 PLAN</td>
<td>6</td>
</tr>
<tr>
<td>B. VACATION ROLLOVER TO DEFERRED COMPENSATION 457 PLAN</td>
<td>6</td>
</tr>
<tr>
<td>C. VACATION ACCRUAL/CARRYOVER BALANCE</td>
<td>7</td>
</tr>
<tr>
<td>D. HOLIDAYS</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 6: PERS RETIREMENT PLAN</td>
<td>7</td>
</tr>
<tr>
<td>A. CalPERS Death Benefit Option</td>
<td>7</td>
</tr>
<tr>
<td>B. Contract Actuarial</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS</td>
<td>7</td>
</tr>
<tr>
<td>A. Tuition Reimbursement – Section 9.03</td>
<td>7</td>
</tr>
<tr>
<td>B. Intent to Terminate Appeal Language – Section 10.04</td>
<td>7</td>
</tr>
<tr>
<td>C. Holidays – Section 7.07</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 8: JOINT LABOR MANAGEMENT COMMITTEE</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 9: AUTHORIZATION</td>
<td>8</td>
</tr>
</tbody>
</table>
PURPOSE

This Memorandum of Understanding ("MOU") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the Management Bargaining Unit ("MBU"), after meeting and conferring by the duly appointed representatives of both parties. This MOU relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this MOU. This MOU is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the MBU. Nevertheless, should a conflict in the specific terms and conditions of this MOU occur between the provisions contained herein to those of another Agency document, the provisions of this MOU shall prevail during the term of this MOU.

TERM OF MOU

Except as otherwise provided for herein, this MOU shall be binding upon the Agency and the MBU, or its successors, for the period from July 1, 2008 through June 30, 2012.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the MBU has met amongst themselves and designated certain employees within the MBU as their exclusive negotiating representatives for all employees within the MBU.

Further, the MBU shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the MBU, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this MOU.
ARTICLE 3: CLASSIFICATION AND WAGES

A. **Classifications**
   The following classifications shall be included in the MBU:
   
   Construction Manager
   Canal Foreman
   Construction Foreman
   Customer Service Supervisor
   Controller
   Distribution Supervisor
   Information Systems Manager
   Instrumentation Electrician w/ Supervision
   Water Production Supervisor
   Wastewater Supervisor
   Supervising Engineer

B. **Cost of Living Adjustment**
   A cost of living adjustment (COLA) shall be implemented annually on July 1st of each year during the term of this MOU, which shall adjust both the range and salary of each classification within the MBU. All cost of living adjustments shall be based on the May Consumer Price Index, All Urban Consumers, and West Urban.

C. **Anniversary Date Pay Adjustments**
   Upon their respective anniversary dates, each employee within the MBU shall be eligible for an annual salary increase between zero and seven percent (0-7%) based on the results of their performance evaluation. Seventy percent (70%) of the evaluation score shall be based on performance and thirty percent (30%) of the score shall be based on goals. Goals and their measurements for individual positions shall be mutually agreed upon between the employee and the direct supervisor with oversight by the General Manager. Goals will primarily be linked to overall Agency goals.

D. **Safety Boot Allowance**
   The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt to the Human Resource Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).
E. **Retroactive Implementation**

Terms and conditions of this MOU will be retroactive, including COLA, except for second party benefit contract items, such as CalPERS resolutions, ACWA contract revisions, etc.

**ARTICLE 4: INSURANCE PLANS**

A. **Medical Insurance** – Medical insurance coverage for the employees of the MBU shall be through the CalPERS Health Benefits Program ("Program"). During the term of this MOU, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. **Employee Coverage** – the Agency shall pay one hundred percent (100%) of the “employee only” premium of the medical plan selected by the employee which does not exceed the “employee only” premium amount for the Program’s PERSChoice Basic Plan.

2. **Dependent Coverage** – Effective upon ratification and CalPERS acceptance of the Board resolution, the Agency and MBU shall share costs of dependent care coverage with the Agency paying 90% and the employee paying 10%.

3. **Health Insurance Buy Back Plan** – Effective January 1, 2005, upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive the “employee only” premium for PERSChoice Basic Plan as a buy back amount to be included on their second payroll check every month.

4. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.
6. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance. The Agency shall increase the short Term Disability Benefit from 55% of weekly salary not to exceed $500/week to 66 2/3% of weekly salary not to exceed $1,731/week upon ratification of contract changes with ACWA.

7. **Health Benefits Committee**
   
The Agency and two members from the MBU shall participate in a Health Benefits Committee to investigate and recommend a long-term solution for all health-related benefits. The goal is to have a recommendation to the Agency's Board of Directors by the end of 2009.

8. **CalPERS Vesting Plan**
   
The Agency will offer a one-time "opt in" opportunity for employees hired prior to November 1, 2004 to move into the retiree health insurance vesting program per Section 7.05 of the Employee Handbook. Upon ratification of all bargaining unit MOUs, the Human Resources Department will circulate an Agency-wide notice with a start and end date for employees to notify Human Resources if the employee chooses to elect this option.

**ARTICLE 5: VACATION AND DEFERRED COMPENSATION**

A. **Matching Deferred Compensation 457 Plan** – Effective July 1, 2008, each calendar year, the Agency shall match an employee’s contribution to the Deferred Compensation 457 Plan up to a maximum of $4,000. (E.g., if the employee contributes $1,000, the Agency will contribute $1,000. If the employee contributes $5,000, the Agency will contribute $4,000.)

B. **Vacation Rollover to Deferred Compensation 457 Plan** – In February of each year, an employee may elect to rollover into their Deferred Compensation 457 Plan any accrued, unused vacation from the prior calendar year that exceeds the carryover cap defined in paragraph C, below.
C. **Vacation Accrual/Carryover Balance** – The maximum amount of accrued, unused vacation that an employee may carry over into the next calendar year is two times the employee’s annual accrual, based on actual accrual balance on December 31st each year. (E.g., if an employee accrues 40 vacation hours annually, he/she may carry over up to 80 hours into the new calendar year.) Any accrued, unused vacation that may not be carried over will be cashed out by the Agency in February of each subsequent year.

D. **Holidays**

Effective July 1, 2008 and each calendar year thereafter, the MBU members will be provided with two floating holidays, for an annual total of three floating holidays. This time is not cumulative and must be used within each calendar year or cashed out in February of each subsequent year. Requests for days off must be approved by Department Heads.

**ARTICLE 6: PERS RETIREMENT PLAN**

A. **CalPERS Death Benefit Option**

Effective upon CalPERS resolution approval, the Agency shall incur the costs of increasing the Death Benefit from $500 to $5,000.

B. **Contract Actuarial**

In the third year, or no later than the beginning of the fourth year of this MOU, the Agency will request an actuarial from CalPERS on the 2.5% @ 55 Plan. The Agency shall share the results of the actuarial with the MBU within 15 calendar days of receipt from CalPERS or 5 calendar days following the Agency’s Board of Directors receipt and review.

**ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS**

A. **Tuition Reimbursement – Section 9.03**

Per agreed upon language, the Agency shall increase the annual allowed reimbursement from $500 to $2,500.

B. **Intent to Terminate Appeal Language – Section 10.04**

Both parties agree to change the days required to submit an appeal of termination to the General Manager (10 days to 5 days) and to the Board of Directors (15 days to 10 days) with agreed upon language.
C. Holidays – Section 7.07

The Agency shall close business at noon on Christmas Eve and New Year’s Eve to promote time with family. If an employee is on vacation on either holiday, the employee will receive four hours of holiday pay compensation (or ½ day of an alternate work schedule).

ARTICLE 8: JOINT LABOR MANAGEMENT COMMITTEE

The Agency Joint Labor Management Committee (“Committee”) will consist of two (2) members selected by the MBU and Agency representatives. The members of the MBU shall be selected so that no more than one (1) member works in the same Agency department/division. After the first full year of activities, at least one member of the MBU will rotate each year.

The Committee shall meet as needed to foster good working relationships between management and employees, by dialogue and problem-solving. Subjects to be addressed in the Committee will not include changing terms of the MOU, absent mutual agreement.

ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the MBU and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. The representatives of the parties to this MOU have caused their names to be signed on this 13th day of August, 2008.

AMADOR WATER AGENCY

Jim Abercrombie
General Manager

Karen Gish
AWA Authorized Representative

MANAGEMENT BARGAINING UNIT

John Griffin
Authorized Representative

Mitch Netto
Authorized Representative

Term: 7/1/2008 – 6/30/2012
Page 8 of 8
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
MANAGEMENT BARGAINING UNIT
(MBU)

Term: July 1, 2008 – June 30, 2012

Amendment #1: 8/22/08 to reflect Standby Pay
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A. Medical Insurance</td>
<td>A. Matching Deferred Compensation 457 Plan</td>
<td>A. CalPERS Death Benefit Option</td>
<td>A. Tuition Reimbursement – Section 9.03</td>
<td>A. Joint Labor Management Committee</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2. Dependent Coverage</td>
<td>C. Vacation Accrual/Carryover Balance</td>
<td></td>
<td>C. Holidays – Section 7.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>3. Health Insurance Buy Back Plan</td>
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<td>4. Dental Insurance</td>
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<td>5. Vision Insurance</td>
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<td>7. Health Benefits Committee</td>
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<td></td>
<td>8. CalPERS Vesting Plan</td>
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<td></td>
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</tr>
</tbody>
</table>

Term: 7/1/2008 – 6/30/2012
Page 2 of 9
PURPOSE

This Memorandum of Understanding ("MOU") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the Management Bargaining Unit ("MBU"), after meeting and conferring by the duly appointed representatives of both parties. This MOU relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this MOU. This MOU is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the MBU. Nevertheless, should a conflict in the specific terms and conditions of this MOU occur between the provisions contained herein to those of another Agency document, the provisions of this MOU shall prevail during the term of this MOU.

TERM OF MOU

Except as otherwise provided for herein, this MOU shall be binding upon the Agency and the MBU, or its successors, for the period from July 1, 2008 through June 30, 2012.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the MBU has met amongst themselves and designated certain employees within the MBU as their exclusive negotiating representatives for all employees within the MBU.

Further, the MBU shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the MBU, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this MOU.

Term: 7/1/2008 – 6/30/2012
Page 3 of 9
ARTICLE 3: CLASSIFICATION AND WAGES

A. **Classifications**
The following classifications shall be included in the MBU:

- Construction Manager
- Canal Foreman
- Construction Foreman
- Customer Service Supervisor
- Controller
- Distribution Supervisor
- Information Systems Manager
- Instrumentation Electrician w/ Supervision
- Water Production Supervisor
- Wastewater Supervisor
- Supervising Engineer

B. **Cost of Living Adjustment**
A cost of living adjustment (COLA) shall be implemented annually on July 1st of each year during the term of this MOU, which shall adjust both the range and salary of each classification within the MBU. All cost of living adjustments shall be based on the May Consumer Price Index, All Urban Consumers, and West Urban.

C. **Anniversary Date Pay Adjustments**
Upon their respective anniversary dates, each employee within the MBU shall be eligible for an annual salary increase between zero and seven percent (0-7%) based on the results of their performance evaluation. Seventy percent (70%) of the evaluation score shall be based on performance and thirty percent (30%) of the score shall be based on goals. Goals and their measurements for individual positions shall be mutually agreed upon between the employee and the direct supervisor with oversight by the General Manager. Goals will primarily be linked to overall Agency goals.

D. **Safety Boot Allowance**
The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt to the Human Resource Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

Term: 7/1/2008 – 6/30/2012
Page 4 of 9
E. **Standby Pay**
Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $40 per weekday and $60 per weekend day and holiday.

F. **Retroactive Implementation**
Terms and conditions of this MOU will be retroactive, including COLA, except for second party benefit contract items, such as CalPERS resolutions, ACWA contract revisions, etc.

**ARTICLE 4: INSURANCE PLANS**

A. **Medical Insurance** – Medical insurance coverage for the employees of the MBU shall be through the CalPERS Health Benefits Program ("Program"). During the term of this MOU, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. **Employee Coverage** – the Agency shall pay one hundred percent (100%) of the "employee only" premium of the medical plan selected by the employee which does not exceed the "employee only" premium amount for the Program's PERSChoice Basic Plan.

2. **Dependent Coverage** – Effective upon ratification and CalPERS acceptance of the Board resolution, the Agency and MBU shall share costs of dependent care coverage with the Agency paying 90% and the employee paying 10%.

3. **Health Insurance Buy Back Plan** – Effective January 1, 2005, upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive the "employee only" premium for PERSChoice Basic Plan as a buy back amount to be included on their second payroll check every month.

4. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

Term: 7/1/2008 – 6/30/2012
Page 5 of 9
5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

6. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance. The Agency shall increase the short Term Disability Benefit from 55% of weekly salary not to exceed $500/week to 66 2/3% of weekly salary not to exceed $1,731/week upon ratification of contract changes with ACWA.

7. **Health Benefits Committee**
   The Agency and two members from the MBU shall participate in a Health Benefits Committee to investigate and recommend a long-term solution for all health-related benefits. The goal is to have a recommendation to the Agency’s Board of Directors by the end of 2009.

8. **CalPERS Vesting Plan**
   The Agency will offer a one-time “opt in” opportunity for employees hired prior to November 1, 2004 to move into the retiree health insurance vesting program per Section 7.05 of the Employee Handbook. Upon ratification of all bargaining unit MOUs, the Human Resources Department will circulate an Agency-wide notice with a start and end date for employees to notify Human Resources if the employee chooses to elect this option.

**ARTICLE 5: VACATION AND DEFERRED COMPENSATION**

A. **Matching Deferred Compensation 457 Plan** – Effective July 1, 2008, each calendar year, the Agency shall match an employee's contribution to the Deferred Compensation 457 Plan up to a maximum of $4,000. (E.g., if the employee contributes $1,000, the Agency will contribute $1,000. If the employee contributes $5,000, the Agency will contribute $4,000.)
B. **Vacation Rollover to Deferred Compensation 457 Plan** – In February of each year, an employee may elect to rollover into their Deferred Compensation 457 Plan any accrued, unused vacation from the prior calendar year that exceeds the carryover cap defined in paragraph C, below.

C. **Vacation Accrual/Carryover Balance** – The maximum amount of accrued, unused vacation that an employee may carry over into the next calendar year is two times the employee's annual accrual, based on actual accrual balance on December 31st each year. (E.g., if an employee accrues 40 vacation hours annually, he/she may carryover up to 80 hours into the new calendar year.) Any accrued, unused vacation that may not be carried over will be cashed out by the Agency in February of each subsequent year.

D. **Holidays**

Effective July 1, 2008 and each calendar year thereafter, the MBU members will be provided with two floating holidays, for an annual total of three floating holidays. This time is not cumulative and must be used within each calendar year or cashed out in February of each subsequent year. Requests for days off must be approved by Department Heads.

ARTICLE 6: PERS RETIREMENT PLAN

A. **CalPERS Death Benefit Option**

Effective upon CalPERS resolution approval, the Agency shall incur the costs of increasing the Death Benefit from $500 to $5,000.

B. **Contract Actuarial**

In the third year, or no later than the beginning of the fourth year of this MOU, the Agency will request an actuarial from CalPERS on the 2.5% @ 55 Plan. The Agency shall share the results of the actuarial with the MBU within 15 calendar days of receipt from CalPERS or 5 calendar days following the Agency's Board of Directors receipt and review.

ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS

A. **Tuition Reimbursement – Section 9.03**

Per agreed upon language, the Agency shall increase the annual allowed reimbursement from $500 to $2,500.
B. Intent to Terminate Appeal Language – Section 10.04
Both parties agree to change the days required to submit an appeal of termination to the General Manager (10 days to 5 days) and to the Board of Directors (15 days to 10 days) with agreed upon language.

C. Holidays – Section 7.07
The Agency shall close business at noon on Christmas Eve and New Year's Eve to promote time with family. If an employee is on vacation on either holiday, the employee will receive four hours of holiday pay compensation (or ½ day of an alternate work schedule).

ARTICLE 8: JOINT LABOR MANAGEMENT COMMITTEE

The Agency Joint Labor Management Committee ("Committee") will consist of two (2) members selected by the MBU and Agency representatives. The members of the MBU shall be selected so that no more than one (1) member works in the same Agency department/division. After the first full year of activities, at least one member of the MBU will rotate each year.

The Committee shall meet as needed to foster good working relationships between management and employees, by dialogue and problem-solving. Subjects to be addressed in the Committee will not include changing terms of the MOU, absent mutual agreement.
ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the MBU and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. The representatives of the parties to this MOU have caused their names to be signed on this 13th day of August, 2008.

AMADOR WATER AGENCY

Jim Abercrombie
General Manager

Karen Gish
AWA Authorized Representative

MANAGEMENT/BARGAINING UNIT

John Griffin
Authorized Representative

Mitch Netto
Authorized Representative

Term: 7/1/2008 – 6/30/2012
Page 9 of 9
ADDENDUM #2
TO
Management Bargaining Unit
Memorandum of Understanding
7/1/2008-6/30/2012
Table of Contents
PURPOSE..............................................................................................................3
TERM OF ADDENDUM..................................................................................3
MBU CONCESSIONS....................................................................................3
  Cost of Living Adjustment ........................................................................3
  Anniversary Date Pay Adjustments (Performance) ..............................3
  457 Deferred Compensation Benefit ....................................................4
Furlough Program.........................................................................................4
AGENCY CONCESSIONS............................................................................4
  Administrative Leave ..............................................................................4
  Controller .................................................................................................4
EXTENSION OF MOU .............................................................................4
AUTHORIZATION .........................................................................................5
EXHIBIT A ......................................................................................................6
  Furlough Program ..................................................................................6
    Furloughs for 2010/2011 Fiscal Year ....................................................6
    Creation of Furlough Bank ...................................................................6
  Equalized Pay Deductions for FLSA Non-Exempt Employees ..........6
  Furlough Deductions Non-Taxable to Employee .................................6
  Fringe Benefits Not Affected ..................................................................6
  Separation From Service .........................................................................7
PURPOSE

This Addendum describes those terms and conditions of employment of which addendum has been reached between the Board of Directors of Amador Water Agency ("Agency") and those employees designated as the Management Bargaining Unit ("MBU"), after meeting and conferring by the duly appointed representatives of both parties. This Addendum relates particularly to concession bargaining for the 2010/2011 Fiscal Year (defined as July 1, 2010 through June 30, 2011) for the term of this Addendum and as it affects the terms of the Memorandum of Understanding (July 1, 2008 through June 30, 2012). This Addendum is not, however, inclusive of all employment terms, conditions, requirements, standards and other factors that may bear upon the employment relationship between the Agency and the MBU. Should a conflict in the specific terms and conditions of this Addendum occur between the provisions contained herein to those of another Agency document, the provisions of this Addendum shall prevail during the term of this Addendum (December 1, 2010-June 30, 2013).

TERM OF ADDENDUM

Except as otherwise provided for herein, this Addendum, shall be binding upon the Agency and the MBU, or its successors, for the period from December 1, 2010 through June 30, 2013.

MBU CONCESSIONS

Cost of Living Adjustment

The Cost of Living Adjustment (COLA) for the 2010/2011 fiscal year shall be forfeited. The salary ranges for all MBU classifications, including the Assistant Engineer and Staff Engineer positions, shall be increased by the 2010/2011 fiscal year COLA of 1.3 percent (1.3%).

Anniversary Date Pay Adjustments (Performance)

Annual performance evaluations shall be completed. However, merit raises (pay adjustments) shall be forfeited for the 2010/2011 fiscal year.
457 Deferred Compensation Benefit
The MBU members shall forfeit the Agency's matching contributions for the remainder of the 2010/2011 fiscal year, effective December 1, 2010 through June 30, 2011.

Furlough Program
The Agency shall implement a furlough program in which the MBU members shall take three (3) furlough days (24 hours) for the remainder of the 2010/2011 fiscal year. The Program is attached as Exhibit A to this Addendum.

AGENCY CONCESSIONS
Administrative Leave
Effective January 1, 2011 through December 31, 2011, each MBU member will be entitled to one (1) additional day of paid administrative leave time. This will be calculated and tracked on a calendar-year basis. This time is not cumulative and must be used within the 2011 calendar year. Requests for use of paid administrative leave must be pre-approved by Supervisors to ensure proper coverage for Agency operations. This concession is for one additional paid administrative leave day to be used between January 1, 2011 and December 31, 2011.

Controller
The Agency agrees to delay implementation of the above referenced furlough program for the current employee in the Controller position for the remainder of the 2010 calendar year. The current employee in the Controller position shall commence participating in the Furlough Program January 1, 2011 with respective deductions to equate to three (3) furlough days to be taken between January 1, 2011 and June 30, 2011. The Controller shall forfeit 457 matching contributions effective December 1, 2010 through June 30, 2011.

EXTENSION OF MOU
The MBU and Agency agree to extend the term of the existing MOU by one year, from June 30, 2012 to June 30, 2013.
AUTHORIZATION

This Addendum shall become effective December 1, 2010 following approval by the MBU and the Agency Board of Directors, and shall remain in effect until June 30, 2013, unless so modified by mutual agreement of both parties. The representatives of the parties to this Addendum have caused their names to be signed on this ___ day of November 2010.

AMADOR WATER AGENCY

[Signature]
Gene Mancebo, General Manager

[Signature]
Karen Gish, AWA Authorized Representative

MANAGEMENT BARGAINING UNIT

[Signature]
John Griffin, Authorized Representative

[Signature]
Mitch Netto, Authorized Representative
EXHIBIT A

Furlough Program

Furloughs for 2010/2011 Fiscal Year
As a temporary cost-saving measure, each represented employee shall take three (3) furlough days (24 hours) (leave from work without pay) between December 1, 2010 and June 30, 2011.

Creation of Furlough Bank
Effective December 1, 2010, the Agency shall create and maintain for each represented employee a furlough bank. Every represented employee’s furlough bank shall have the same number of unpaid furlough days. Between December 1, 2010 and June 30, 2011 each represented employee shall be required to use all days in the employee’s furlough bank, to be scheduled within each respective department/division to have the least impact on operations. Depending on each department/division, schedules may be developed that provide for scheduled days off (i.e. one Friday every month). Each MBU member will coordinate with Department Heads to propose and select mutually agreeable furlough days that have the least impact to operations for the department and avoid overtime. Furlough schedules are subject to Department Head approval.

Employees shall be permitted to coordinate the use of their vacation and CTO with furlough days. The Agency shall ensure that each represented employee exhausts all days in the employee’s 2010/2011 furlough bank by the close of business on June 30, 2011.

Equalized Pay Deductions for FLSA Non-Exempt Employees
Each represented employee’s pay will be reduced evenly through the remainder of 2010/2011 fiscal year to correspond with the furlough days.

Furlough Deductions Non-Taxable to Employee
The furlough deductions shall not be subject to income tax, payroll tax or otherwise taxable to the employee.

Fringe Benefits Not Affected
Notwithstanding these furloughs and furlough deductions, represented employees shall continue to receive the full amount of all fringe benefits.
including, without limitation and by way of illustration, Agency contribution to medical and hospital insurance, dental insurance, vision insurance and vacation.

Separation From Service
Any represented, non-exempt employee who separates from Agency service during the 2010/2011 fiscal year before the last incremental furlough wage deduction described in Equalized Pay Deductions for FLSA Non-Exempt Employees occurs, shall have the employee's final compensation adjusted by the difference between the number of furlough days the employee has actually used, if any, and the number of furlough hours actually deducted from the employee's pay.
ADDENDUM #3
TO
MOU 7/1/2008-6/30/2013

Concessions for 2011/2012 Fiscal Year
Table of Contents
PURPOSE ........................................................................................................ 3
TERM OF AGREEMENT ............................................................................. 3
MBU CONCESSIONS .................................................................................. 3
  Cost of Living Adjustment ........................................................................ 3
  Anniversary Date Pay Adjustments (Performance) .............................. 3
  Furlough Program .................................................................................. 3
  457 Deferred Compensation Program .................................................. 3
  CTO/Vacation Policy Revisions ............................................................... 4
  2nd Tier/New Hire Benefits .................................................................... 4
AGENCY CONCESSIONS ............................................................................ 4
  Layoff Policy (Section 11.02) ................................................................. 4
AUTHORIZATION .......................................................................................... 5
EXHIBIT A .................................................................................................... 6
  Furlough Program ................................................................................... 6
    Furloughs for 2011/2012 Fiscal Year ................................................. 6
    Creation of Furlough Bank ................................................................. 6
    Equalized Pay Deductions for FLSA Non-Exempt Employees .......... 6
    Furlough Deductions Non-Taxable to Employee ............................. 6
    Fringe Benefits Not Affected ............................................................. 6
    Separation From Service .................................................................... 7
PURPOSE

This Addendum describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of Amador Water Agency ("Agency") and those employees designated as the Management Bargaining Unit ("MBU"), after meeting and conferring by the duly appointed representatives of both parties. This Addendum is not, however, inclusive of all employment terms, conditions, requirements, standards and other factors that may bear upon the employment relationship between the Agency and the MBU. Nevertheless, should a conflict in the specific terms and conditions of this Addendum occur between the provisions contained herein to those of the MOU, the provisions of this Addendum shall prevail during the term of this Addendum.

TERM OF AGREEMENT

Except as otherwise provided for in, this Addendum or the MOU to which it is attached, this addendum shall be binding upon the Agency and the MBU, or its successors, for the period from July 1, 2011 through June 30, 2013.

MBU CONCESSIONS

Cost of Living Adjustment

The Cost of Living Adjustment (COLA) for the 2011/2012 fiscal year shall be forfeited. The salary ranges for all MBU classifications shall be increased by two percent (2%).

Anniversary Date Pay Adjustments (Performance)

Annual performance evaluations shall be completed. However, merit raises (pay adjustments) shall be forfeited for the 2011/2012 fiscal year.

Furlough Program

The Agency shall implement a furlough program in which the MBU members shall take twelve (12) furlough days for the 2011/2012 fiscal year. The Program is attached as Exhibit A to this Addendum.

457 Deferred Compensation Program

Effective July 1, 2011, the Agency has eliminated matching employee contribution for the length of the MOU. This benefit shall only be reinstated if all Agency
employees receive the benefit. The Agency shall continue to offer the Plans on a voluntary basis.

**CTO/Vacation Policy Revisions**

The Agency and the MBU have agreed to eliminate the practice of paying out Compensatory Time Off (CTO), Section 6.11, for the 2011-2012 fiscal year. The Agency and the MBU have agreed to discuss the opportunity to reinstate CTO pay outs on or around July 1, 2012 for the 2012/2013 fiscal year. Any balances accrued prior to July 1, 2011 shall be allowed to be cashed out per the policy. Payouts will continue per the policy for employment separation or if an employee exceeds their annual allowed accruals. The policy language has been met and conferred on, with concurrence.

**2nd Tier/New Hire Benefits**

The Agency and the MBU have met and conferred on a new benefit tier for employees hired after July 1, 2011. The Tier agreed to is as follows:

- CalPERS Retirement Plan – 2%@60
- CalPERS Retirement Premium Employee Share
  - Employee to pay their full 7% premium
  - Once employee is vested (5 years), the employee will qualify for any Agency contributions per respective MOU in place
- 457 Deferred Compensation – the Agency will continue to offer plans on a voluntary basis, but will no longer contribute any matching funds
- Dental, Vision, Life, Short and Long Term Disabilities per respective MOUs
- Health Insurance Premium Co-Payments shall be:
  - Employees hired after 7/1/11 pay 20% of qualifying, respective premiums (employee and employee plus dependent(s) rate structures) or what is negotiated in respective MOUs, whichever rate is higher

**AGENCY CONCESSIONS**

**Layoff Policy (Section 11.02)**

The Agency has agreed to change the advance written notice from 15 days to 30 days within the policy.
AUTHORIZATION

This Addendum shall become effective July 1, 2011 following approval by the MBU and the Agency Board of Directors, and shall remain in effect until June 30, 2012, unless so modified by mutual agreement of both parties. The representatives of the parties to this Addendum have caused their names to be signed on this 29th day of August, 2011.

AMADOR WATER AGENCY

Gene Mancebo, General Manager
Karen Gish, HR/Office Manager
Paul Molinelli, Sr., Director

AMADOR WATER AGENCY EMPLOYEES' MBU

Erik Christeson, Authorized Representative
Patrick Purnell, Authorized Representative

Robert Manassero, Director
EXHIBIT A

Furlough Program

Furloughs for 2011/2012 Fiscal Year
As a temporary cost-saving measure, each represented employee shall take up to ninety-six (96) furlough hours (leave from work without pay) between July 1, 2011 and June 30, 2012.

Creation of Furlough Bank
Effective July 1, 2011, the Agency shall create and maintain for each represented employee a furlough bank of ninety-six (96) hours. Every represented employee’s furlough bank shall have the same number of unpaid furlough hours. Between July 1, 2011 and June 30, 2012 each represented employee shall be required to use all hours in the employee’s furlough bank, to be scheduled within each respective department/division to have the least impact on operations. Depending on each department/division, schedules may be developed that provide for scheduled days off (i.e. one Friday every month). Scheduled furlough days must be approved in advance by Supervisors and/or Department Head.

Employees shall be permitted to coordinate the use of their vacation and CTO with furlough days. The Agency shall ensure that each represented employee exhausts all hours in the employee’s 2011/2012 furlough bank by the close of business on June 30, 2012.

Equalized Pay Deductions for FLSA Non-Exempt Employees
Each represented employee’s pay will be reduced evenly through the 2011/2012 fiscal year to correspond with the ninety-six (96) furlough hours.

Furlough Deductions Non-Taxable to Employee
The furlough deductions shall not be subject to income tax, payroll tax or otherwise taxable to the employee.

Fringe Benefits Not Affected
Notwithstanding these furloughs and furlough deductions, represented employees shall continue to receive the full amount of all fringe benefits.
including, without limitation and by way of illustration, Agency contribution to medical and hospital insurance, dental insurance, vision insurance and vacation.

Separation From Service
Any represented, non-exempt employee who separated from Agency service during 2011/2012 before the last incremental furlough wage deduction described in Equalized Pay Deductions for FLSA Non-Exempt Employees occurs, shall have the employee’s final compensation adjusted by the difference between the number of furlough hours the employee has actually used, if any, and the number of furlough hours actually deducted from the employee’s pay.
ADDENDUM #4
TO
MOU 7/1/2008-6/30/2013

Concessions for 2012/2013 Fiscal Year
Table of Contents

PURPOSE ........................................................................................................................................... 3
TERM OF AGREEMENT .......................................................................................................................... 3
MBU CONCESSIONS ............................................................................................................................... 3
  Cost of Living Adjustment .................................................................................................................... 3
  Anniversary Date Pay Adjustments (Performance) .............................................................................. 3
  Furlough Program ............................................................................................................................... 3
AUTHORIZATION ..................................................................................................................................... 4
EXHIBIT A .............................................................................................................................................. 5
  Furlough Program ............................................................................................................................... 5
    Furloughs for 2012/2013 Fiscal Year ............................................................................................... 5
    Creation of Furlough Bank .............................................................................................................. 5
    Equalized Pay Deductions for FLSA Non-Exempt Employees ...................................................... 5
    Furlough Deductions Non-Taxable to Employee .......................................................................... 5
    Fringe Benefits Not Affected .......................................................................................................... 5
    Separation From Service .................................................................................................................. 6

Management Bargaining Unit Addendum #4
Ratified July 26, 2012
Page 2 of 6
PURPOSE

This Addendum describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of Amador Water Agency ("Agency") and those employees designated as the Management Bargaining Unit ("MBU"), after meeting and conferring by the duly appointed representatives of both parties. This Addendum is not, however, inclusive of all employment terms, conditions, requirements, standards and other factors that may bear upon the employment relationship between the Agency and the MBU. Nevertheless, should a conflict in the specific terms and conditions of this Addendum occur between the provisions contained herein to those of the MOU, the provisions of this Addendum shall prevail during the term of this Addendum.

TERM OF AGREEMENT

Except as otherwise provided for in this Addendum or the MOU to which it is attached, this addendum shall be binding upon the Agency and the MBU, or its successors, for the period from July 1, 2012 through June 30, 2013.

MBU CONCESSIONS

Cost of Living Adjustment
The Cost of Living Adjustment (COLA) for the 2012/2013 fiscal year shall be forfeited. The salary ranges for all MBU classifications shall be increased by two percent (2%).

Anniversary Date Pay Adjustments (Performance)
Annual performance evaluations shall be completed. However, merit raises (pay adjustments) shall be forfeited for the 2012/2013 fiscal year.

Furlough Program
The Agency shall implement a furlough program in which the MBU members shall take twelve (12) furlough days for the 2012/2013 fiscal year. The Program is attached as Exhibit A to this Addendum.
AUTHORIZATION

This Addendum shall become effective July 1, 2012 following approval by the MBU and the Agency Board of Directors, and shall remain in effect until June 30, 2013, unless so modified by mutual agreement of both parties. The representatives of the parties to this Addendum have caused their names to be signed on this 26th day of July, 2012.

AMADOR WATER AGENCY

Gene Mancebo, General Manager
Karen Gish, HR/Office Manager
Paul Molinelli, Sr., Director
Robert Manassero, Director

AMADOR WATER AGENCY EMPLOYEES’ MANAGEMENT BARGAINING UNIT

Kreg Miller, Authorized Representative
Doug Yardley, Authorized Representative

Management Bargaining Unit Addendum #4
Ratified July 26, 2012
Page 4 of 6
EXHIBIT A

Furlough Program

Furloughs for 2012/2013 Fiscal Year
As a temporary cost-saving measure, each represented employee shall take up to ninety-six (96) furlough hours (leave from work without pay) between July 1, 2012 and June 30, 2013.

Creation of Furlough Bank
Effective July 1, 2012, the Agency shall create and maintain for each represented employee a furlough bank of ninety-six (96) hours. Every represented employee’s furlough bank shall have the same number of unpaid furlough hours. Between July 1, 2012 and June 30, 2013 each represented employee shall be required to use all hours in the employee’s furlough bank, to be scheduled within each respective department/division to have the least impact on operations. Depending on each department/division, schedules may be developed that provide for scheduled days off (i.e. one Friday every month). Scheduled furlough days must be approved in advance by Supervisors and/or Department Head.

Employees shall be permitted to coordinate the use of their vacation and CTO with furlough days. The Agency shall ensure that each represented employee exhausts all hours in the employee’s 2012/2013 furlough bank by the close of business on June 30, 2013.

Equalized Pay Deductions for FLSA Non-Exempt Employees
Each represented employee’s pay will be reduced evenly through the 2012/2013 fiscal year to correspond with the ninety-six (96) furlough hours.

Furlough Deductions Non-Taxable to Employee
The furlough deductions shall not be subject to income tax, payroll tax or otherwise taxable to the employee.

Fringe Benefits Not Affected
Notwithstanding these furloughs and furlough deductions, represented employees shall continue to receive the full amount of all fringe benefits
including, without limitation and by way of illustration, Agency contribution to medical and hospital insurance, dental insurance, vision insurance and vacation.

Separation From Service
Any represented, non-exempt employee who separated from Agency service during 2012/2013 before the last incremental furlough wage deduction described in Equalized Pay Deductions for FLSA Non-Exempt Employees occurs, shall have the employee's final compensation adjusted by the difference between the number of furlough hours the employee has actually used, if any, and the number of furlough hours actually deducted from the employee's pay.
MEMORANDUM OF UNDERSTANDING (MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
MANAGEMENT BARGAINING UNIT (MBU)

Term: July 1, 2013 – June 30, 2014
TABLE OF CONTENTS

PURPOSE .................................................................................................................. 3
TERM OF MOU ........................................................................................................... 3
ARTICLE 1: RECOGNITION AND COVERAGE ....................................................... 3
ARTICLE 2: REPRESENTATION ............................................................................... 3
ARTICLE 3: CLASSIFICATION AND WAGES ......................................................... 4
   A. Classifications .................................................................................................. 4
   B. Cost of Living Adjustment .............................................................................. 4
   C. Anniversary Date Pay Adjustments ................................................................. 4
   D. Safety Boot Allowance .................................................................................. 4
   E. Standby Pay .................................................................................................... 4
   F. Retroactive Implementation .......................................................................... 5
ARTICLE 4: INSURANCE PLANS ........................................................................... 5
   A. Medical Insurance .......................................................................................... 5
      1. Employees Hired Prior to July 1, 2011 ......................................................... 5
      2. Health Insurance Buy Back Plan ................................................................. 5
      3. Dental Insurance ......................................................................................... 5
      4. Vision Insurance ........................................................................................ 5
      5. Other Insurance .......................................................................................... 6
      6. Retiree Health Benefits .............................................................................. 6
      7. Opener for Retiree Health Insurance ......................................................... 6
ARTICLE 5: VACATION ......................................................................................... 6
   A. Vacation Rollover to Deferred Compensation 457 Plan .................................. 6
   B. Vacation Accrual/Carryover Balance ............................................................. 6
ARTICLE 6: PENSION CONTRIBUTION ................................................................ 7
   A. CalPERS Pension ............................................................................................ 7
ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS ............................................. 7
   A. CTO – Compensatory Time Off– Section 6.11 .............................................. 7
   B. Vacation Cash Out – Section 7.07 ................................................................. 7
   C. Holidays – Section 7.07 ................................................................................. 7
ARTICLE 9: AUTHORIZATION .............................................................................. 7

Term: 7/1/2013 – 6/30/2014
Ratified: October 10, 2013
Page 2 of 8
PURPOSE

This Memorandum of Understanding ("MOU") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the Management Bargaining Unit ("MBU"), after meeting and conferring by the duly appointed representatives of both parties. This MOU relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this MOU. This MOU is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the MBU. Nevertheless, should a conflict in the specific terms and conditions of this MOU occur between the provisions contained herein to those of another Agency document, the provisions of this MOU shall prevail during the term of this MOU.

TERM OF MOU

Except as otherwise provided for herein, this MOU shall be binding upon the Agency and the MBU, or its successors, for the period from July 1, 2013 through June 30, 2014.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the MBU has met amongst themselves and designated certain employees within the MBU as their exclusive negotiating representatives for all employees within the MBU.

Further, the MBU shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the MBU, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this MOU.
ARTICLE 3: CLASSIFICATION AND WAGES

A. Classifications
The following classifications shall be included in the MBU:

- Construction Foreman
- Controller
- Distribution Supervisor
- Supervisor Electrical Control & IT
- Water Production Supervisor
- Wastewater Supervisor
- Supervising Engineer

B. Cost of Living Adjustment
A 2.9% cost of living adjustment (COLA) shall be implemented retroactively to July 1, 2013.

C. Anniversary Date Pay Adjustments
Upon their respective anniversary dates, each employee within the MBU shall be eligible for an annual salary increase not to exceed five percent (5%) based on the results of their performance evaluation. Seventy percent (70%) of the evaluation score shall be based on performance and thirty percent (30%) of the score shall be based on goals. Goals and their measurements for individual positions shall be mutually agreed upon between the employee and the direct supervisor with oversight by the General Manager. Goals will primarily be linked to overall Agency goals.

D. Safety Boot Allowance
The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt to the Human Resource Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

E. Standby Pay
Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $40 per weekday and $60 per weekend day and holiday.
F. **Retroactive Implementation**

Terms and conditions of this MOU will be retroactive, including COLA, except for second party benefit contract items, such as CalPERS resolutions, ACWA contract revisions, etc.

**ARTICLE 4: INSURANCE PLANS**

A. **Medical Insurance** – Medical insurance coverage for the employees of the MBU shall be through the ACWA/JPIA Health Benefits Program ("Program") beginning January 2014. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. **Employees Hired Prior to July 1, 2011** – the Agency shall pay ninety-five percent (95%) of the premium of the medical plan selected by the employee and offered by the Agency. Effective the first payroll following MOU ratification.

2. **Employees Hired On or After July 1, 2011** – the Agency shall pay eighty percent (80%) of the premium of the medical plan selected by the employee and offered by the Agency.

3. **Health Insurance Buy Back Plan** – Effective upon ratification and acceptance of this MOU, upon proof of other health insurance through an employee’s spouse or domestic partner, employees may receive ninety-five percent (95%) of the employee only premium of the Anthem Advantage Plan (hired prior to July 1, 2011) or eighty percent (80%) of the employee only premium of the Anthem Advantage Plan (hired on or after July 1, 2011) as a buy back amount to be included on their second payroll check every month.

4. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s)
Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

5. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

6. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee's coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.

7. **Retiree Health Benefits**
   The Agency, with MBU approval, shall create a vesting schedule to ensure current employees and retirees continue to receive health coverage as stated in the Employee Handbook.

8. **Opener for Retiree Health Insurance**
   The Agency and the MBU agree to have an opener to address future retiree health benefits and cost containment.

**ARTICLE 5: VACATION**

A. **Vacation Rollover to Deferred Compensation 457 Plan** – In February of each year, an employee may elect to rollover into their Deferred Compensation 457 Plan any accrued, unused vacation from the prior calendar year that exceeds the carryover cap defined in paragraph B, below.

B. **Vacation Accrual/Carryover Balance** – The maximum amount of accrued, unused vacation that an employee may carry over into the next calendar year is two times the employee’s annual accrual, based on actual accrual balance on December 31st each year. (E.g., if an employee accrues 40 vacation hours annually, he/she may carryover up to 80 hours into the new calendar year.) Any accrued, unused vacation that may not be carried over will be cashed out by the Agency in February of each subsequent year.

Term: 7/1/2013 – 6/30/2014
Ratified: September 26, 2013
Page 6 of 8
ARTICLE 6: PENSION CONTRIBUTION

A. CalPERS Pension
   Effective upon ratification of the MOU, employees hired prior to July 1, 2011 will pay two percent (2%) of the employee portion of the CalPERS Pension Plan. Employees hired on or after July 1, 2011 will pay their share of the normal cost, currently 6.25%; subject to change annually when the rates change.

ARTICLE 7: EMPLOYEE HANDBOOK REVISIONS

A. CTO – Compensatory Time Off– Section 6.11
   The Agency is eliminating the CTO Policy. Any overtime earned by an employee shall be paid at the time earned.

B. Vacation Cash Out – Section 7.07
   The Agency shall add to the above-referenced Section a policy allowing the cash out of accrued vacation on a quarterly basis. Employees will be required to keep a balance of 40 hours on the books. An employee’s request for cash out will be denied if his/her balance is 40 hours or less.

C. Holidays – Section 7.07
   The Agency shall add Christmas Eve Day as an Agency holiday to promote time with family. The Agency shall no longer close early on New Year’s Eve Day.

ARTICLE 9: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the MBU and the Agency Board of Directors, and shall remain in effect until June 30, 2014, unless so modified by mutual agreement of both parties. The representatives of the parties to this MOU have caused their names to be signed on this 10th day of October, 2013.
AMADOR WATER AGENCY

Gene Mancebo
General Manager

Karen Gish
AWA Authorized Representative

Paul Molinelli, Sr., Director

Robert Manassero, Director

MANAGEMENT BARGAINING UNIT

Patrick Purnell
Authorized Representative

Marvin Davis
Authorized Representative

Term: 7/1/2013 – 6/30/2014
Ratified: October 10, 2013
Page 8 of 8
MEMORANDUM OF UNDERSTANDING  
(MOU) 

AMADOR WATER AGENCY  
AND  
AMADOR WATER AGENCY  
MANAGEMENT BARGAINING UNIT  
(MBU)  

Term: July 1, 2014 – June 30, 2016
TABLE OF CONTENTS

PURPOSE ........................................................................................................................................... 3
TERM OF MOU .................................................................................................................................... 3
ARTICLE 1: RECOGNITION AND COVERAGE ............................................................................... 3
ARTICLE 2: REPRESENTATION ........................................................................................................... 3
ARTICLE 3: CLASSIFICATION AND WAGES .................................................................................. 3
   A. CLASSIFICATIONS .................................................................................................................. 3
   B. COST OF LIVING ADJUSTMENT ............................................................................................. 3
   C. ANNIVERSARY DATE PAY ADJUSTMENTS ............................................................................. 4
   D. SAFETY BOOT ALLOWANCE .................................................................................................. 4
   E. STANDBY PAY ....................................................................................................................... 4
ARTICLE 4: INSURANCE PLANS ...................................................................................................... 4
   A. MEDICAL INSURANCE ............................................................................................................. 4
      1. Employee Coverage ........................................................................................................... 4
      2. Dependent Coverage ........................................................................................................... 5
      3. Retiree Medical Coverage ................................................................................................... 5
      4. Health Insurance Buy Back Plan ......................................................................................... 5
      5. Dental Insurance ................................................................................................................ 5
      6. Vision Insurance ................................................................................................................ 5
      7. Other Insurance ................................................................................................................ 6
ARTICLE 5: PENSION CONTRIBUTION ............................................................................................ 6
   A. CalPERS Pension .................................................................................................................... 6
ARTICLE 6: LABOR MANAGEMENT COMMITTEE ........................................................................ 6
ARTICLE 7: AUTHORIZATION .......................................................................................................... 6

Term: 7/1/2014 – 6/30/2016
Ratified: July 24, 2014
Page 2 of 7
PURPOSE

TERM OF MOU

Except as otherwise provided for herein, this MOU shall be binding upon the Agency and the MBU, or its successors, for the period from July 1, 2014 through June 30, 2016.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency's Board of Directors hereby recognizes that the MBU has met amongst themselves and designated certain employees within the MBU as their exclusive negotiating representatives for all employees within the MBU.

Further, the MBU shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the MBU, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this MOU.

ARTICLE 3: CLASSIFICATION AND WAGES

A. Classifications
   The following classifications shall be included in the MBU:
   
   Construction Foreman
   Distribution Supervisor
   Supervisor Electrical Control & IT
   Water Production Supervisor
   Wastewater Supervisor
   Supervising Engineer

B. Cost of Living Adjustment
   A cost of living adjustment (COLA) of 2.4% shall be implemented retroactively to July 1, 2014. The COLA for July 1, 2015 shall be
the same as the Water Rate Index increase, with a minimum of 2% and maximum of 3% increase.

C. **Anniversary Date Pay Adjustments**
Upon their respective anniversary dates, each employee within the MBU shall be eligible for an annual salary increase not to exceed five percent (5%) based on the results of their performance evaluation. Seventy percent (70%) of the evaluation score shall be based on performance and thirty percent (30%) of the score shall be based on goals. Goals and their measurements for individual positions shall be mutually agreed upon between the employee and the direct supervisor with oversight by the General Manager. Goals will primarily be linked to overall Agency goals.

D. **Safety Boot Allowance**
The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt to the Human Resource Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

E. **Standby Pay**
Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $45 per weekday and $65 per weekend day and holiday.

**ARTICLE 4: INSURANCE PLANS**

A. **Medical Insurance** – Medical insurance coverage for the employees of the MBU shall be through the ACWA/JPIA Health Benefits Program (“Program”). Note: employees must qualify for Kaiser HMO by their home zip code. The Agency does not have a qualifying employer zip code. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. **Employee Coverage** – Effective January 1, 2015, the Agency shall pay one hundred percent (100%) of the “employee only” premium of the medical plan selected by the employee which does not exceed the “employee only” premium for the Program’s Anthem Advantage Basic Plan.
ARTICLE 4: INSURANCE PLANS

A. **Medical Insurance** – Medical insurance coverage for the employees of the MBU shall be through the ACWA/JPIA Health Benefits Program ("Program"). Note: employees must qualify for Kaiser HMO by their home zip code. The Agency does not have a qualifying employer zip code. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. **Employee Coverage** – Effective January 1, 2015, the Agency shall pay one hundred percent (100%) of the "employee only" premium of the medical plan selected by the employee which does not exceed the "employee only" premium for the Program’s Anthem Advantage Basic Plan. If the premium exceeds the base plan, the employee will pay the difference.

2. **Dependent Coverage** – Effective January 1, 2015, the Agency shall pay ninety percent (90%) of the cost of dependent care coverage with the employee paying ten percent (10%). Effective July 1, 2015, dependent coverage shall increase to twelve and a half percent (12.5%) for the employee premium copay.

   The formula is determined as follows: Dependent Premium minus the Employee Only premium for the selected plan, times 10%, plus any difference in the Employee Only rate between the chosen plan and base plan, time 12 months, divided by 26 payrolls for the cost per paycheck.

3. **Retiree Medical Coverage**

   Effective upon ratification and acceptance of this MOU, new hires will receive medical insurance coverage upon retirement up to the member’s eligibility for Medicare, either at age 65 or the age as set forth by US Federal Government Medicare Policy. Coverage will terminate upon member eligibility for Medicare for the member and dependents.

4. **Health Insurance Buy Back Plan** – Effective upon ratification and acceptance of this MOU, upon proof of other health insurance through an employee’s spouse or domestic
partner, employees may receive eighty percent (80%) of the employee only premium of the Anthem Advantage Plan as a buy back amount to be paid during the second payroll every month. Effective 7/1/15, the buyback amount will be reduced to seventy-five percent (75%) of the employee only premium of the Anthem Advantage Plan.

5. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

6. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

7. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.

**ARTICLE 5: PENSION CONTRIBUTION**

**A. CalPERS Pension**

Effective upon ratification of the MOU, employees hired prior to July 1, 2011 will pay three and a half percent (3.5%) of the employee portion of the CalPERS Pension Plan. Effective July 1, 2015, employees will pay five percent (5%) of the employee portion.

Employees hired on or after July 1, 2011 shall pay their share of the normal cost of CalPERS Pension per Pension Reform, subject to change annually (July 1st) when the rates change.

**ARTICLE 6: LABOR MANAGEMENT COMMITTEE**

The Agency shall re-establish the Labor Management Committee (LMC) which will consist of two (2) members selected by the MBU, two (2) members selected by the AWA Employees Association and Agency representatives. The Committee shall meet as needed to foster good working relationships between

Term: 7/1/2014 – 6/30/2016
Ratified: July 24, 2014
Gene Mancebo  
General Manager

Karen Gish  
AWA Authorized Representative

Paul Molinelli, Sr., Director

Patrick Purnell  
Authorized Representative

Doug Yardley  
Authorized Representative

Robert Manassero, Director

Term: 7/1/2014 – 6/30/2016
Ratified: July 24, 2014
Page 7 of 7
MEMORANDUM OF UNDERSTANDING
(MOU)

AMADOR WATER AGENCY
AND
AMADOR WATER AGENCY
MANAGEMENT BARGAINING UNIT
(MBU)

Term: July 1, 2016 – June 30, 2017
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>TERM OF MOU</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 1: RECOGNITION AND COVERAGE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2: REPRESENTATION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 3: CLASSIFICATION AND WAGES</td>
<td>4</td>
</tr>
<tr>
<td>A. Classifications</td>
<td>4</td>
</tr>
<tr>
<td>B. Cost of Living Adjustment</td>
<td>4</td>
</tr>
<tr>
<td>C. Anniversary Date Pay Adjustments</td>
<td>4</td>
</tr>
<tr>
<td>D. Safety Boot Allowance</td>
<td>4</td>
</tr>
<tr>
<td>E. Salary Increase in Lieu of Salary Survey</td>
<td>4</td>
</tr>
<tr>
<td>F. Cell Phone Allowance</td>
<td>4</td>
</tr>
<tr>
<td>G. Compensatory Time Bank (CTO)</td>
<td>4</td>
</tr>
<tr>
<td>H. Standby Pay</td>
<td>5</td>
</tr>
<tr>
<td>I. Position Title Changes</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 4: INSURANCE PLANS</td>
<td>5</td>
</tr>
<tr>
<td>A. Medical Insurance</td>
<td>5</td>
</tr>
<tr>
<td>1. Employee Coverage</td>
<td>5</td>
</tr>
<tr>
<td>2. Dependent Coverage</td>
<td>5</td>
</tr>
<tr>
<td>3. Retiree Medical Coverage</td>
<td>6</td>
</tr>
<tr>
<td>4. Health Insurance Buy Back Plan</td>
<td>6</td>
</tr>
<tr>
<td>5. Dental Insurance</td>
<td>6</td>
</tr>
<tr>
<td>6. Vision Insurance</td>
<td>6</td>
</tr>
<tr>
<td>7. Other Insurance</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 5: PENSION CONTRIBUTION</td>
<td>6</td>
</tr>
<tr>
<td>A. CalPERS Pension</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 6: CALPERS UNIFORM REPORTING</td>
<td>7</td>
</tr>
<tr>
<td>1. CalPERS Uniform Compensation Reporting</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 7: AUTHORIZATION</td>
<td>8</td>
</tr>
</tbody>
</table>
PURPOSE

This Memorandum of Understanding ("MOU") describes those terms and conditions of employment of which agreement has been reached between the Board of Directors of the Amador Water Agency ("Agency") and those employees designated as the Management Bargaining Unit ("MBU"), after meeting and conferring by the duly appointed representatives of both parties. This MOU relates particularly to the major issues existing between the parties at the time of meeting and conferring, and for the term of this MOU. This MOU is not, however, inclusive of all employment terms, conditions, requirements, standards, and other factors that may bear upon the employment relationship between the Agency and the MBU. Nevertheless, should a conflict in the specific terms and conditions of this MOU occur between the provisions contained herein to those of another Agency document, the provisions of this MOU shall prevail during the term of this MOU.

TERM OF MOU

Except as otherwise provided for herein, this MOU shall be binding upon the Agency and the MBU, or its successors, for the period from July 1, 2016 through June 30, 2017.

ARTICLE 1: RECOGNITION AND COVERAGE

The Agency’s Board of Directors hereby recognizes that the MBU has met amongst themselves and designated certain employees within the MBU as their exclusive negotiating representatives for all employees within the MBU.

Further, the MBU shall consist of those employees occupying the classifications listed in Article 3 herein.

ARTICLE 2: REPRESENTATION

The Agency recognizes and agrees to formal consultation, upon request, with the designated representatives of the MBU, made known to the Agency, on all matters relating to the interpretation, application or enforcement of the express terms of this MOU.

Term: 7/1/2016 – 6/30/2017
Ratified: 6/23/16
Page 3 of 10
ARTICLE 3: CLASSIFICATION AND WAGES

A. **Classifications**
The following classifications shall be included in the MBU:

- Construction Supervisor
- Distribution Supervisor
- Supervisor Electrical Control & IT
- Water Treatment Supervisor
- Wastewater Supervisor
- Engineering Supervisor

B. **Cost of Living Adjustment**
A cost of living adjustment (COLA) of 2% shall be implemented for July 1, 2016, effective to salary range and base pay.

C. **Anniversary Date Pay Adjustments**
Employees shall receive their annual performance review. However, merits for the 2016/2017 fiscal year (7/1/16-6/30/17) are suspended.

D. **Safety Boot Allowance**
The Agency shall reimburse eligible members for safety boots upon submission of an expense report and receipt to the Human Resource Department. The approved member is eligible for $100 reimbursement per fiscal year (7/1-6/30).

E. **Salary Increase in Lieu of Salary Survey**
Effective July 1, 2016, all MBU members shall be given a one percent (1%) salary increase to their salary range and base pay in lieu of a salary survey.

F. **Cell Phone Allowance**
Effective July 1, 2016, all MBU members are eligible to receive a cell phone allowance of $50 with employee compliance to the Cell Phone Allowance Policy; referenced as Exhibit A of this MOU.

G. **Compensatory Time Bank (CTO)**
Effective July 1, 2016, the CTO Policy shall be reinstated per Exhibit B of this MOU.

Term: 7/1/2016 – 6/30/2017
Ratified: 6/23/16
Page 4 of 10
H. **Standby Pay**
Upon the first payroll following ratification and approval of this MOU, Standby compensation shall be $45 per weekday and $65 per weekend day and holiday.

I. **Position Title Changes**
Effective upon ratification of this MOU, the Agency agrees to change the following position titles from/to:

- Construction Foreman – Construction Supervisor
- Supervising Engineer – Engineering Supervisor
- Water Production Supervisor – Water Treatment Supervisor

In addition, effective July 1, 2016, the Construction Foreman (Supervisor) position's salary range will be increased to the same level as the Distribution Supervisor and Wastewater Supervisor.

**ARTICLE 4: INSURANCE PLANS**

A. **Medical Insurance** – Medical insurance coverage for the employees of the MBU shall be through the ACWA/JPIA Health Benefits Program ("Program"). Note: employees must qualify for Kaiser HMO by their home zip code. The Agency does not have a qualifying employer zip code. During the term of this Agreement, the Agency shall make the following contribution towards the premium costs of such insurance coverage:

1. **Employee Coverage** – Coverage shall remain at one hundred percent (100%) of the "employee only" premium of the medical plan selected by the employee which does not exceed the "employee only" premium for the Program's Anthem Advantage Basic Plan. If the premium exceeds the base plan, the employee will pay the difference.

2. **Dependent Coverage** – Dependent coverage shall remain at twelve and a half percent (12.5%) for the employee premium copay.

The formula is determined as follows: Dependent Premium minus the Employee Only premium for the selected plan, times 10%, plus any difference in the Employee Only rate.
between the chosen plan and base plan, time 12 months, divided by 26 payrolls for the cost per paycheck.

3. **Retiree Medical Coverage**
   Effective upon ratification and acceptance of this MOU, new hires will receive medical insurance coverage upon retirement up to the member’s eligibility for Medicare, either at age 65 or the age as set forth by US Federal Government Medicare Policy. Coverage will terminate upon member eligibility for Medicare for the member and dependents.

4. **Health Insurance Buy Back Plan** – The buyback amount will remain at seventy-five percent (75%) of the employee only premium of the Anthem Advantage Plan.

5. **Dental Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the dental insurance plan offered by the Agency, with the addition of Orthodontia Plan A coverage upon ratification of contract changes with ACWA.

6. **Vision Insurance** – The Agency shall pay 100 percent of the total premium for the employee and his/her dependent(s) for coverage under the vision insurance plan offered by the Agency.

7. **Other Insurance** – The Agency shall pay 100 percent of the total premium for the employee’s coverage for life insurance, short term and long term disability insurance and Employee Assistance Program.

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**ARTICLE 5: PENSION CONTRIBUTION**

**A. CalPERS Pension**

Effective July 1, 2016, employees hired prior to July 1, 2011 will pay seven percent (7%) of the employee portion of the CalPERS Pension Plan. MBU CalPERS Classic members shall be given a two percent (2%) salary increase to their salary range and base pay to offset the two percent (2%) increase to the employee’s portion of the CalPERS Pension Plan.

Term: 7/1/2016 – 6/30/2017
Ratified: 6/23/16
Page 5 of 10
Employees hired on or after July 1, 2011 shall pay their share of the normal cost of CalPERS Pension per Pension Reform, subject to change annually (July 1st) when the rates change.

ARTICLE 6: CALPERS UNIFORM REPORTING

1. CalPERS Uniform Compensation Reporting

Under CalPERS California Code of Regulations (CCR Section 571 (a) and (b)) the purchase, rental and maintenance services of the Agency’s required uniform qualifies as special compensation under the category of Uniform Allowance, subject to CalPERS rules, regulations, and interpretations regarding special compensation. However, the Agency does not guarantee or warranty that CalPERS will include any payment in compensation earnable in the future.

For providing (purchasing and renting) and maintaining the employee’s required uniform the Agency will report a set monetary value not to exceed $600 per year per employee that receives Uniform Compensation to CalPERS. The set uniform monetary value amount reported to CalPERS will derive from the current uniform distributor contract/quote using the average cost of all types of clothing available to each field employee. The value reported to CalPERS will be the same for each field employee.

Note: the reporting of the purchase, rental and maintenance of uniforms is for classic members only as defined by CalPERS.
ARTICLE 7: AUTHORIZATION

This Memorandum of Understanding shall become effective following approval by the MBU and the Agency Board of Directors, and shall remain in effect until June 30, 2017, unless so modified by mutual agreement of both parties. The representatives of the parties to this MOU have caused their names to be signed on this 23rd day of June, 2016.

AMADOR WATER AGENCY

Gene Mancebo
General Manager

Karen Gish
AWA Authorized Representative

Paul Molinelli, Sr., Director

Robert Manassero, Director

MANAGEMENT BARGAINING UNIT

Erik Christeson
Authorized Representative

Don Hutchison
Authorized Representative
Exhibit A: Cell Phone Policy

MBU members are eligible for an allowance to cover work-related costs on their personal cell phone. The dollar amount of the allowance shall be $50.00 per month. This allowance is compensation to cover work-related costs and insurance if the employee so chooses to purchase insurance.

This allowance does not constitute an increase in base pay and will not be included in any percentage calculations for increased base pay. The allowance is taxable income and will be paid through the payroll process.

MBU members receiving an allowance should consult with either the Human Resources or the Information Technology department prior to purchasing a phone to ensure compatibility with Agency systems. The employee must maintain an active contract.

The MBU member shall assume all responsibility for their cell phone. If their cell phone is damaged and/or destroyed in the course of business, the Agency will not provide any compensation toward a new/replacement phone.

Use of the phone in any manner contrary to local, state or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance. The Agency does not accept any liability for charges or disputes between the service provider and the employee. If, prior to the end of the cell phone contract period, an employee decision, misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

Cell phones are to be used in compliance with California Law. Employees are not to use their cell phone while driving unless it is connected to a Bluetooth device which allows for hands-free operation. Otherwise, the employee shall pull over to use their phone or wait until they are at their destination to reply/return a missed call/text.

Term: 7/1/2016 – 6/30/2017
Ratified: 6/23/16
Page 9 of 10
Exhibit B: Compensatory Time Bank

In lieu of being paid for overtime hours worked, MBU members may request that overtime be credited toward compensatory time off (CTO) at the rate of 1 ½ CTO hours for each 1 hour of overtime worked. However, CTO hours shall not accrue in excess of 40 hours. The use of earned CTO time must be approved, in advance, by the requesting employee’s Supervisor and/or Department Head and must be used by the end of the calendar year or it will be cashed out on the first payroll of February (same as excess vacation and personal holiday).

Provided the MBU member gives seven (7) working days’ advance written notice, eligible employees who have accrued CTO hours may request that all or any portion of such hours be paid to them at their current regular based rate of pay on the next regular payroll.

Employee who accrue the maximum 40 CTO hours shall have all subsequent overtime worked paid automatically at their overtime rate of pay in conjunction with the applicable payroll cycle. Once an employee has used sufficient CTO time to reduce their CTO balance below the 40-hour maximum, the employee may again request that overtime compensation be in the form of CTO accrual.

At the time of employment separation, employees who have unused accrual of CTO hours shall be paid for such hours at their regular base rate of pay at the time.