

**MEMORANDUM OF UNDERSTANDING  
(MOU)**

**AMADOR WATER AGENCY  
AND  
AMADOR WATER AGENCY  
EMPLOYEES' ASSOCIATION.**

**General Bargaining Unit  
And  
Supervisor Bargaining Unit**

**Term: July 1, 2022 – June 30, 2025**

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## **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, 2022 through June 30, 2025.

## **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 meet and confer, 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 Series

Asset Management Analyst Series

Construction Series

Customer Service Representative Series

Electrical Technician

Facilities Maintenance Worker

GIS/CAD Technician

Instrumentation/Electrical Technician

Meter Reader/Customer Service Tech

Mechanical Technician

Water Treatment Operator Series

Purchasing Agent

Distribution Series

Utility Series

Wastewater Operator Series

Regulatory Compliance Specialist

Supervisor Bargaining Unit  
Construction Supervisor  
Customer Service Supervisor  
Distribution/Canal Supervisor  
Engineering Supervisor  
Instrumentation/Electrical Supervisor  
Wastewater Supervisor  
Water Treatment Supervisor

**B. *Cost of Living Adjustment***

Upon MOU ratification, effective annually on July 1, 2022, July 1, 2023 and July 1, 2024, a cost of living adjustment (COLA) shall be implemented to salary ranges and employee pay. This COLA shall be tied to the May CPI for West Region.

Should the CPI be below 3%, all represented members shall receive a 3% COLA.

Should the CPI be above 6%, all represented members shall receive a 6% COLA.

Should the CPI fall between 3% and 6%, all represented members shall receive a COLA equal to the CPI.

**C. *Anniversary Date Step Increases***

(1) Each classification shall have a wage range assigned. The wage range shall not exceed a 25% spread between the bottom and top of the range. Any changes to the wage range(s) will be implemented by adjusting the bottom of the range.

(2) The bottom of the wage range shall normally be paid upon initial employment. In cases where an employee possesses exceptional qualifications or there have been recruitment or retention difficulties for the classification, the General Manager may authorize appointment above the bottom of the range.

(3) Except for an employee who is already at or "Y" rated above the top of the wage range for the employee's classification, an employee shall receive an annual three percent (3%) pay increase not to exceed the top of the wage range for the classification if the employee:

- a. receives a passing rating on the employee's performance evaluation for the current year, and
- b. if the employee did not receive a disciplinary unpaid suspension, disciplinary reduction in pay and/or

disciplinary demotion during that one-year appraisal period.

An employee who does not meet a passing rating will receive no pay increase and shall not be eligible until the following anniversary date pending performance improvement.

**D. Standby Pay**

Standby compensation shall be \$50 per weekday and \$70 per weekend day and holiday.

**E. Cell Phone Allowance**

The Agency shall provide a cell phone allowance of \$55 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. This is a one payment per employee bonus.

**G. 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 \$200 reimbursement per fiscal year (7/1-6/30).

**H. 457 Deferred Compensation Matching**

All members of the AWA General Unit shall receive 457 matching of up to \$1,000.00.

All members of the AWA Management Unit shall receive 457 matching of up to \$2,000.00.

Effective July 1, 2023, All members of the AWA General Unit shall receive 457 matching of up to \$1,500.00.

Effective July 1, 2023, All members of the AWA Management Unit shall receive 457 matching of up to \$2,500.00.

**I. Agency Salary Survey**

The Agency will pay to conduct a full salary survey in the final year of this MOU.

**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. 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 be twenty percent (20%).

The formula is determined as follows: Dependent Premium minus the Employee Only premium for the selected plan, times 20%, 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.

## **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**

### ***A. 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.

## **B. 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.

## **C. 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, or resolution of the Agency 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., Association business representative or attorney) 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, 2025, 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 3<sup>rd</sup> day of June, 2022.

**AMADOR WATER AGENCY**

  
\_\_\_\_\_  
**Larry McKenney**  
General Manager

**AMADOR WATER AGENCY  
EMPLOYEES ASSOCIATION**

  
\_\_\_\_\_  
**Ryan Tesch**  
Authorized Representative

*Karen B. Gish*

**Karen Gish**  
**AWA Authorized Representative**

*Sean Lollar*

**Sean Lollar**  
**Authorized Representative**

*Don Hutchison*

**Don Hutchison**  
**Authorized Representative**