

MEMORANDUM OF UNDERSTANDING

BETWEEN

CARMEL AREA WASTEWATER DISTRICT

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LiUna), LOCAL 792

PREAMBLE

This Memorandum of Understanding ("MOU") is entered into pursuant to the provisions of Sections 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in the unit represented by this MOU, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Agreement shall be presented to the Board of Directors of the Carmel Area Wastewater District as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing March 1, 2024 and ending June 30, 2025.

ARTICLE 1: RECOGNITION

1.1 Union Recognition

Laborers' International Union of North America, Local 792 (hereinafter "Union") has been recognized as the Exclusive Representative, for the non-managerial staff regular full-time and part-time employees in the following classifications:

1. Collections/Maintenance Utility Worker I
2. Collections Worker I/II/II
3. Lab Analyst I/II
4. Environmental Compliance Inspector I/II
5. Maintenance Mechanic I/II/III
6. Plant Operator I/II

7. Purchaser/Plant Asset Coordinator
8. Safety/Regulatory Compliance Administrator
9. Senior Plant Operator

The above-listed classifications shall be referred to as the “bargaining unit”.

1.2 Employer Recognition

The General Manager is the representative of the Carmel Area Wastewater District, hereinafter referred to as the “District”, in employer-employee relations pursuant to Government Code section 3500 et. seq.

ARTICLE 2 - TERM

This Agreement shall take effect on March 1, 2024, and shall remain in full force and effect, up to and including June 30, 2025. The Agreement shall expire at 11:59 p.m. on June 30, 2025.

ARTICLE 3 – UNION RIGHTS

3.1 Release Time

A. Stewards. The Union may designate Union Stewards among employees in all bargaining units represented by the Union. Union Stewards have the right and obligation to represent and assist individual employees as provided for in this Agreement. The Union will provide the District’s General Manager with a current and updated list of Union Stewards.

A District employee who is designated as a Steward shall be provided a reasonable amount of release time for the amount of time necessary to represent an employee in meetings with management. After notifying their immediate supervisor as far in advance as reasonably possible, the Steward shall be permitted to leave the regular work area. Permission for such use of work time shall not be unreasonably withheld.

B. Meet and Confer. In meetings with District management for the purpose of meeting and conferring on matters within the scope of bargaining, the Union may be represented by not more than three employees on release time unless a greater number is agreed to by the District. Meetings shall be scheduled so as not to unreasonably interfere with the operation of any District department.

3.2 NEW Employee Orientation

The Union will be provided at least ten (10) calendar days advanced notice of the time, date, and location of new employee orientations, including the number of bargaining unit employees in attendance, and allotted thirty (30) minutes as part of, and at the end of, the new employee orientation meeting in a room designated by the District.

1. No more than two (2) representatives may present Union membership information.
2. Management representatives will excuse themselves during the Union portion of the orientation.
3. The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with District functions, operations, and procedures.
4. District employee representatives conducting orientation may attend, and travel to and from, the orientation on their own time, on unpaid leave, use vacation leave or compensatory time off or flex time provided the Union provides Personnel with the employee's name at least five (5) days prior to the orientation. Employees shall be released for this purpose unless unusual operation needs interfere with such release in which case the employee and the Union will be provided a written explanation of why the employee could not be released.

3.3 Union Employee Lists

The District will provide the Union with a quarterly data run of all **represented** employees showing each employee's name, department and section code, job classification, employee status, home address, home phone, work phone, cell phone, personal email address, hire date, pay rate, work location, and promotions and transfers into Union represented positions.

The General Manager and the Union's designated representative may agree to reasonable modifications to the employee information to meet, if possible, the representational needs of the Union. The Union recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Agreement, or to allow others to use the information for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend, and hold harmless Carmel Area Wastewater District, its officers, employees, and agents, from any claim, liability, or damage arising from the Union's breach of its duty under this Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

To insure that the District is able to carry out its constitutional, chartered, and statutory functions and responsibilities, nothing contained herein shall be construed to require the District to meet and confer on matters which are solely a function of management, including the right to direct the work force; to select and determine the content of job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements determined by the District; to establish and change work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies. The parties understand and agree that the District's management rights are subject to applicable State law governing the meet and confer process.

ARTICLE 5 – COMPENSATION

5.1 General Increases

Effective March 1, 2024, all classifications in the bargaining unit will receive a base wage increase of four and one half percent (4.5%).

Effective July 1, 2024, all classifications in the bargaining unit will receive a base wage increase of two point eight percent (2.8%).

5.2 Compensation Reopener

The parties agree to meet and confer upon the District's receipt of the newest 2024 CASA survey. For purposes of this meet and confer process, the District agrees to consider base pay, longevity pay, certification pay, and health insurance as relevant factors in the CASA survey. In addition, as part of this reopener process, the District will evaluate and present for discussion with the Union the District's existing medical insurance benefits plan.

ARTICLE 6 – HEALTH AND WELFARE BENEFITS

Unless modified through the meet and confer process, during the term of this MOU the District agrees to maintain its existing health and welfare benefits for the bargaining unit.

ARTICLE 7 – RETIREMENT

Unless modified through the meet and confer process, during the term of this MOU the District agrees to maintain the existing retirement plans and benefits for the bargaining unit.

ARTICLE 8 – WORK SCHEDULES AND OVERTIME

Unless modified through the meet and confer process, during the term of this MOU, the District agrees to maintain the existing work schedules and overtime policies and practices for the bargaining unit.

ARTICLE 9 – STANDBY TIME

Employees designated to serve on stand-by will be compensated at the rate of seventy-five dollars (\$75.00) per day of stand-by time.

ARTICLE 10 – LUNCH BREAKS

Employees will be permitted to take an uninterrupted thirty (30) minute unpaid lunch break within the first five (5) hours of their regular shift. In the event that their lunch break is interrupted by the District, they shall be paid for the original lunch break at their regular hourly rate, and the employee will be provided a new 30 minute uninterrupted lunch break. Employees will be permitted to take a second uninterrupted 30 minute unpaid lunch break after 10 consecutive work hours.

ARTICLE 11- PREPARATION TIME AND WASH-UP TIME

Bargaining unit members will be permitted five (5) minutes at the start and end of each shift for purposes of preparing for their shift and cleaning up after a shift.

ARTICLE 12 –PROBATIONARY PERIOD

Newly hired District employees shall serve a 1-year probation period. This period of time may be extended upon mutual consent of the District and the Union in unusual circumstances such as a prolonged period of absence during the 12 month period.

Employees on probation shall not be able to use accrued vacation time during the first six (6) months of the probationary period.

Employees on probation shall be allowed to use sick time and compensatory time off in accordance with District policy.

During their probationary period, employees may be released from employment without cause or right of appeal per this MOU.

Upon completion of 12 months from their initial appointment date, unless the probationary period has been extended, employees shall be considered permanent employees of the District.

ARTICLE 13 – REQUESTS FOR TIME OFF

District Employees shall be permitted to take personal time off, including Sick time, Vacation time, and Compensatory Time Off, in accordance with the personnel rules and procedures of the District. Requests for time off shall be in writing.

Supervisors/Managers shall respond to all requests for use of personal time off within seven (7) calendar days of receiving them. If the Supervisor does not respond within seven (7) calendar days, the employee may assume the request has been approved.

Denials of requested time off shall be made in writing and include a specific reason for the denial. Denials of time off requests shall be reviewable by the District General Manager at the employee's request.

ARTICLE 14 – STEP INCREASES

An employee shall not be denied or delayed a step increase unless they receive a performance evaluation that indicates they performed below expectations.

If an employee does not receive an evaluation prior to the date of their next step increase becoming available, it shall be assumed that their increase is being awarded and the increase shall become effective in the first pay period following the date of eligibility for the advancement.

The failure of a supervisor to perform an evaluation shall not be considered a legitimate reason to deny or delay a step advancement.

ARTICLE 15 – LAY OFF PROCEDURES

LAYOFF PROCEDURES

Whenever, in the judgment of the District, it becomes necessary to abolish any position or employment, the employee holding such position or employment may be laid off according to the below procedures:

Notification

Employees to be laid off shall be given at least sixty (60) calendar days prior notice.

Employee Rights

An employee affected by layoff shall have the right to displace an employee who has less seniority in a lower class who has less seniority than they do.

For the purpose of this section, seniority includes all periods of full-time service at or above the classification level the employee is “bumping” to.

Seniority

In order to retreat to a former or lower class, an employee must have more seniority than the least one of the incumbents of the retreat class and request displacement action in writing to the General Manager within seven (7) calendar days of receipt of notice of layoff. Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or any class in the class series.

Employment Status

In each class of position, employees shall be laid off according to employment status in the following order: volunteers, contract employees, temporary, provisional, probationary, and regular.

Re-Employment List

The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Employees shall have the right to recall to their former position, or any other District position for which they meet the minimum qualifications. The re-employment list shall be according to Seniority, with the employee with the most service time to the District being the highest on the list for re-employment. If offered a position which they did not previously hold or which pays less than their previous highest salary with the District, the employee shall stay on the list regardless of whether they accept the offer or not. If they refuse the offer, they shall remain on the list until their prior position is offered at the same or higher rate of pay from which were laid off, or the list expires.

ARTICLE 16 – GRIEVANCE PROCEDURE

Definition:

A grievance is any dispute which involves the interpretation or application of any provision of this MOU.

Representation:

At any step in the grievance procedure, the employee concerned may choose to represent himself/herself; or be represented by the Union.

Informal Grievance:

It is the intent to deal with and settle grievances in writing, informally, at the nearest practical organizational level, and as promptly and fairly as possible. In any instance of grievance, the Grievant shall first raise the issue with their immediate supervisor within ten (10) working days following the occurrence, or knowledge of the events on which the grievance is based. Every effort shall be made to resolve such grievance at this level. The immediate supervisor shall have ten (10) working days in which to respond to the informal grievance. If a response is not received within ten (10) working days, the grievant shall have the right to proceed to the next level of the grievance procedure.

Formal Grievance--Level I

If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached, or an answer is not received, then within ten (10) working days of the immediate supervisor's decision, the grievant shall submit a grievance statement in writing. The written grievance shall set forth all of the issues involved; shall be dated and signed by the grievant; and shall be submitted to the next level of management. If there is no second level Manager in the organization to grieve to, the grievant may proceed to the next level of the grievance procedure.

The Manager shall investigate the facts and issues and provide a decision in writing to the grievant within ten (10) working days of the receipt of the grievance.

If the grievance has not been resolved at Level I or a decision is not received within ten (10) working days, the grievant may proceed to Level II.

Formal Grievance--Level II:

If the grievance has not been disposed of at Level I, the grievant, within ten (10) working days after receipt of the level I written reply, the grievant shall forward the said written grievance to the General Manager. The General Manager shall review the facts and issues and further investigate as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and within normal conduct of the District's business. Upon reaching such conclusion, but in any event, within ten (10) working days of the receipt of the grievance statement, the General Manager shall issue a written decision on the grievance appeal.

Arbitration

Within ten (10) working days of the receipt of General Manager's final decision, the Grievant may request arbitration by filing a written request to the General Manager.

If either the District or the grievant so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.

The parties shall request a list of seven (7) arbitrators within ten (10) working days after receipt of the employee's request for arbitration from the California State Mediation and Conciliation Service.

The fees and expenses of the arbitrator and the certified court reporter, if requested by the parties, shall be shared equally by the District and the Union.

The arbitrator's power and authority is limited to the interpretation of this Agreement and/or District personnel rules and policies.

The decision of the arbitrator shall be final and binding.

ARTICLE 17 – NO STRIKE PROVISION

The Union and the employees it represents agree not to formally and publicly encourage or to engage in any and all forms of work stoppage activities during the term of this MOU including, but not limited to, strikes (including sympathy strikes), "slowdowns," "sick-ins" or similar concerted activity against the District.

ARTICLE 18 – WORK OUT OF CLASS

An employee designated by their supervisor to work out of class for at least five (5) consecutive days to temporarily perform duties of a higher classification shall be compensated at the next higher step in the worked classification which is at least 5% above the employee's current salary. In this situation the 5% out of class pay shall be paid starting the first day of the out of class designation. In the event the out of class designation is for a position that is also required to be on standby, the out of class pay will include the standby pay.

ARTICLE 19 – DISCIPLINARY ACTION

The District may take disciplinary action against any bargaining unit member for just cause for violation of a District policy. The District recognizes the practice of progressive discipline and agrees to apply the practice unless the severity of the violation warrants a higher level of discipline.

Written Reprimand: Repeated and/or more severe misconduct may require a more formal response by the supervisor to the employee. In the event a Written Reprimand is warranted, the employee is provided with a written memorandum, which outlines the violation(s) and the expected actions to be taken by the employee in response to the memorandum. The Written reprimand contains subsequent disciplinary steps to be taken in the event that the employee fails to respond appropriately. A copy of the Written Reprimand shall be placed in the employee's official personnel record and will be removed after 48 months.

No adverse entries shall be placed into an employee's personnel file without the employee's acknowledgement. Employees shall have the right to inspect personnel files and make copies of items within them upon request to the District Human Resources representative.

Suspension: In the event of more severe and/or repeated misconduct, the employee may be relieved of duty by the District for a specified period of time without pay. Such suspension shall not exceed thirty (30) calendar days.

Reduction in Salary Range: In the event of more severe and/or repeated misconduct, the employee's salary may be reduced by the District within the range for the position held. Reduction in Salary shall be made on a permanent or temporary basis.

Involuntary Demotion: In the event of more severe and/or repeated misconduct, the employee may be reduced in rank and pay by the District. Involuntary Demotions shall be made on a permanent or temporary basis.

Termination of Employment: The District may terminate the employment of an employee for more severe and/or repeated misconduct.

Pre-Disciplinary Procedures:

Prior to taking disciplinary action against an employee in the form of a reduction in pay, suspension, demotion, or termination, the District shall notify the employee in writing of the following:

- (a) The proposed disciplinary action;
- (b) The nature of the charges including the specific policies alleged to have been violated
- (c) The reasons for the proposed action;
- (d) All of the materials upon which the proposed action is based;
- (e) The opportunity of the employee to appear before a designated District representative and respond to the charges at a specified place and time, or to respond to the charges in writing by a date certain;
- (f) The right of the employee to be represented by an attorney or other representative at any disciplinary conferences or proceedings.
- (g) The employee has the right to submit a written response within 5 work days to the Human Resources Representative.

Skelly Rights:

Any employee notified of a proposed disciplinary action who desires an opportunity to meet with the Skelly Officer prior to the action taking effect shall submit a written request to do so in the employee's written response referred to above. The Skelly officer shall be a reasonably uninvolved Management official of the District who shall have the authority to recommend modification or overturning/rescinding of the proposed disciplinary action.

As soon as practical after the employee has had an opportunity to present a response, the District will notify the employee in writing of the nature and extent of the discipline, if any, and the date the discipline will commence. The notification will also advise the employee of any right of appeal.

The General Manager's written decision to impose disciplinary action in the form of reduction in pay, suspension, demotion, or termination shall be subject to arbitration which shall be advisory to the Board of Directors. The request for advisory arbitration shall be made in writing by the employee within ten (10) working days of the date of the General Manager's decision to reduce pay, suspend, demote or terminate. Selection of the arbitrator shall be subject to and follow the procedure outlined in the Grievance Procedure above.

The procedure for the Board of Director's review of the arbitrator's advisory decision shall be as provided in District Policy # 604 – PROCEDURES, supplanting review of the proceedings before the General Manager with review of the Arbitrator's decision.

ARTICLE 20 – FULL UNDERSTANDING

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. During the term of this MOU, the parties waive and relinquish the right to meet and confer over the subject matter specifically referred to or covered in this MOU. The parties, for the term of this MOU, do not waive the obligation to negotiate with respect to any practice, subject, or matter within the scope of bargaining not specifically referred to or covered in this MOU.

In the event the District proposes a change in any practice, subject, or matter which is within the scope of bargaining and it is not covered by this MOU or other District policy in effect at the time of this agreement, the District will give the Union advance written notice of the proposal, at least twenty (20) calendar days prior to implementation and will, upon request of the Union, meet and confer with the Union concerning the proposal. Such meet and confer negotiations will be conducted in accordance with the applicable provisions of State law.

For: LiUna, Local #792

For Carmel Area Wastewater District

Ryan Heron
Ryan Heron
Labor Relations Representative

B. Buikema
Barbara Buikema
General Manager

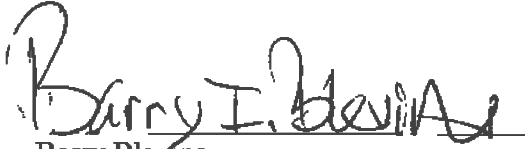
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Date: 3-12-24



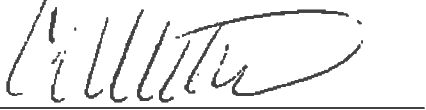
Mike Skinkle
Union Negotiations Team Member

Date: 3-12-24



Barry Blevins
Union Negotiations Team Member

Date: March 12, 2024



Christian Schmidt
Union Negotiations Team Member

Date: 3-12-2024