

RESOLUTION NO. 2024 – 58
SIDE LETTER OF AGREEMENT
BETWEEN
CARMEL AREA WASTEWATER DISTRICT
AND
THE REPRESENTED EMPLOYEES
-oOo-

This Side Letter of Agreement (“Agreement”) between the Carmel Area Wastewater District (“District”) and the Represented Employees or Carmel Area Wastewater District Employees Association (“Association”) is entered into with respect to the following:

WHEREAS, the Parties are parties to a Memorandum of Understanding (“MOU”) with a term of March 1, 2024 up to and including June 30, 2025; and

WHEREAS, the Parties recently completed the contract reopener specified in Section 5.2 of MOU and through this Agreement, and subject to the terms below, the Association agrees to the following changes:

1. Salaries:

District will adjust Safety Officer position +5%

Retroactive to July 1, 2024

District will maintain practice of utilizing the mean (average) in survey data.

2. Health Insurance:

District will adjust to make Preferred Provider Organization (PPO) plan the “base plan”

District will cover 100% of the employee only premium and 80% of the dependent premium.

If the employee chooses the Health Savings Account (HSA) plan the difference between PPO and HSA plan will be contributed to their HSA account

No cash outs will be allowed

Effective November 1, 2024

3. Certificate Pay:

Each employee job description details the required certification required for a job classification.

Only California State Water Resources Control Board or California Water Environment Association (CWEA) certifications are eligible

Collection Workers are required in their job description to obtain both a Collections certification and a Maintenance I certification. The same is not required in other departments. Therefore, there will be no incentive pay offered for *any* grade I certification.

If an employee is promoted within 30 days of receipt of a certification there will be no additional incentive pay.

Effective July 1, 2025, if an employee exceeds the grades of certification in their classification, they shall receive the following amounts, paid on a monthly basis through the payroll system:

One step above the required grade	\$40/month
Two steps above the required grade	\$50/month
Three steps above the required grade	\$60/month

Regardless of the total number of certifications an employee may acquire, the District shall only pay for a maximum of three steps above the employee's required certification. Maximum number of certifications payable is two.

Employees receiving certification pay will be expected to be available for service in the areas requiring certification.

Certification pay will be effective to the date the certification was acquired, and upon submittal of a copy of the certificate to the District. Employees are responsible for maintaining their certifications in order to continue receiving incentive pay.

Employees qualified for and receiving Educational Incentive Pay shall not be eligible for additional Incentive Pay for the same certificate.

Employee Qualification Improvement Program

For employees who wish to improve their knowledge and qualifications, the District will reimburse the employee up to \$1,250 per calendar year for meetings and courses which are approved by the District and after evidence of successful completion of the course with a grade of "C" or above. All District paid books, equipment and/or reference materials become the property of the District.

The District will reimburse up to two times for a certification course. After two tries, the District reserves the right to refuse further reimbursement for training courses.

The District only reimburses on a passing grade for certification.

All reimbursements are subject to Internal Revenue Service (IRS) regulations, and will be reported in accordance with appropriate IRS rules. Reimbursements will be made through the District's payroll system after submittal of a reimbursement request, with appropriate receipts attached, and approved by the employee's manager. Reimbursements will be processed on regularly scheduled payroll processing dates.

4. Longevity Pay:

Longevity is based on total time worked at the District from date of hire. If there is a break in service, longevity starts from date of last hire.

Effective July 1, 2025

Years of Service	Original	Union	Union
		Offer 9-3-24	Offer 10-2-24
10 years	\$75.00	\$75.00	\$100.00
15 years	\$150.00	\$150.00	\$175.00
20 years	\$300.00	\$300.00	\$325.00
25 years	\$500.00	2.50%	\$1,500.00

1. One time only on year of anniversary
2. Cannot opt out for cash - must be a gift from the District.
3. Employee to "select" gift and District will purchase on their behalf.
4. If gift is less than scheduled amount employee will forfeit unspent portion.
5. If gift is more than scheduled amount employee must pay the District the difference.

10 years	\$100.00
15 years	\$175.00
20 years	\$325.00
25 years	\$1,500.00

1. One time only on year of anniversary.
2. Cannot opt out for cash - must be a gift from the District.
3. Employee to "select" gift and District will purchase on their behalf.
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the difference

For the Union:

Ryan Heron

11/20/2024

Labor Relations Representative, LIUNA 792

Signature Page:

For LiUna, Local #792

Ryan Heron

Ryan Heron
Labor Relations Representative

Date: 11/20/2024

MS

Union Negotiation Team Member

Name: Michael Stinke

Date: 11/22/24

Chris Dixon

Name: Chris Dixon
Union Negotiation Team Member

Date: 11/22/24

Seth Steele-Freitas

Name: Seth Steele-Freitas
Union Negotiation Team Member

Date: 11/22/24

For Carmel Area Wastewater District

Barbara Buikema

Barbara Buikema (Nov 22, 2024 16:29 PST)

Barbara Buikema
General Manager

Date: 11/22/2024

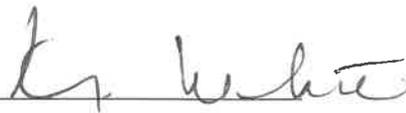
PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on November 21, 2024, by the following vote:

AYES: BOARD MEMBERS: PRESIDENT WHITE, DIRECTORS:
COLE,RACHEL,SIEGFRIED

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS: DIRECTOR URQUHART

ABSTAIN: BOARD MEMBERS:



A handwritten signature in cursive script, appearing to read "Ken White", is written over a horizontal line.

Ken White, President of the Board

ATTEST:



A handwritten signature in cursive script, appearing to read "Domine Barringer", is written over a horizontal line.

Domine Barringer, Secretary of the Board