

AGREEMENT

BETWEEN

CARMICHAEL WATER DISTRICT

AND

AFSCME, LOCAL 146, AFL/CIO

JULY 1, 2025 – JUNE 30, 2028

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## **PREAMBLE**

This Agreement (“Agreement”) has been entered into by the Carmichael Water District (“District”) and the American Federation of State, District, and Municipal Employees, Local 146, AFL-CIO (“Union”). These parties have met and conferred in good faith and this resulting Agreement has as its purpose (1) the promotion of harmonious labor relations between the District and the Union; (2) the establishment of an equitable and peaceful procedure for the resolution of differences; and (3) the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The Union and the District agree to a goal of maintaining a mutually respectful workplace. This goal statement is not subject to Article 8, Grievance Procedure.

## ARTICLE 1: RECOGNITION

### 1.1 Recognition

1.1.1 The District recognizes the Union as the exclusive bargaining agent for the Production and Distribution bargaining unit, consisting of all employees in the following classifications:

- Distribution Operator 1
- Distribution Operator 2
- Distribution Operator 3
- Treatment Operator 1
- Treatment Operator 2
- Treatment Operator 3
- Treatment Operator 4

1.1.1.1 The Union and its authorized representatives have the recognized right to represent members in the bargaining unit on all matters within the scope of representation.

1.1.1.2 Excluded from the bargaining unit are management, supervisory, and confidential employees.

## **ARTICLE 2: TERM OF MEMORANDUM, FULL UNDERSTANDING, MODIFICATION**

### **2.1 Term**

- 2.1.1 The term of this Memorandum of Understanding shall commence on July 1, 2025, unless otherwise specified, and shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, 2028.
- 2.1.2 In the event the Union or the District desires to negotiate a successor Memorandum of Understanding, it shall serve on the other party by January 30, 2028, its written request to commence negotiations for any successor Memorandum of Understanding.

### **2.2 Full Understanding**

- 2.2.1 This Memorandum sets forth the full and complete understanding of the parties regarding the matters set forth herein. All other prior or existing understandings or agreements by the parties, whether formal or informal, regarding matters set forth in this Memorandum are hereby superseded or terminated.
- 2.2.2 Except as otherwise provided in this Memorandum of Understanding, the parties agree and understand that they have met and conferred in accordance with their obligations under State law in reaching this agreement and neither party shall be obligated to meet and confer over any provision of this Memorandum during its term.

### **2.3 Meet and Confer during Term of Memorandum**

- 2.3.1 If the District proposes during the term of this Memorandum to adopt a policy or course of action on matters within the scope of representation as defined by State law that are not covered by this Memorandum, it will provide the Union with written notice of the proposed policy or course of action and an opportunity to meet and confer over any aspect of the proposal or impacts of the proposal that are within the scope of representation, in accordance with state law. This expressly includes any proposed changes by the District to the Carmichael Water District Policy Manual within the scope of representation as defined by State law that are not covered by this Memorandum.

## ARTICLE 3: MANAGEMENT RIGHTS

### 3.1 Management Rights

3.1.1 Nothing contained in this Agreement shall in any way impair, impinge, and/or compromise the District's Management's (including, but not limited to the Board of Directors, the General Manager, the Department Managers/Supervisors) ability, right, and duty to carry out the "business of the District." Such Management Rights include, but are not limited to:

- a) Budgeting, allocation of the District funds, job/task assignments, job/task prioritization, and the day to day operation of the District's business;
- b) Direct, supervise, evaluate, assign, and schedule employees;
- c) Dismiss employees due to lack of work, lack of funds, or abolishment of position;
- d) Determine services to be rendered, operations to be performed, utilization of technology, work, and methods of work to be performed;
- e) Determine the mission of the District, its organization, the number of employees;
- f) Maintain and improve the efficiency and effectiveness of the District operation;
- g) Maintain the discretion to determine appropriate disciplinary action, subject only to the limits set forth in Article 12; and
- h) Take any necessary actions to carry out its mission in situations of emergency.

This Agreement relates to those management actions dealing directly with the terms and conditions of employment for affected employees. This Agreement shall have no effect over management functions, which may have a tangential/indirect effect on the terms and conditions of the affected employees' employment.



## **ARTICLE 4: UNION RIGHTS/SECURITY, DUES DEDUCTION**

### **4.1 Union Rights/Security**

4.1.1 The District will establish payroll deductions for members of the Union on a bi-weekly basis for the normal and regular monthly membership dues.

4.1.2 Payroll deductions shall be subject to the following conditions:

4.1.2.1 Such deductions shall be made pursuant to the terms and conditions set forth in the authorization form provided by AFSCME and executed by the employee. in accordance with Government Code section 1157.3. .

4.1.2.2 The Union shall notify the District of any employee who has given the Union written authorization for deduction of any Union dues or fees. The Union certifies that it shall collect and will maintain records of individual employee authorizations for deductions of said dues or fees. The Union agrees to notify the District of any changes in employee authorizations to deduct Union dues or fees. The District shall rely on the Union's certification of any dues and fees authorized by an employee and will not require the Union to provide a copy of the employee's authorization unless a dispute arises about the existence of terms of the authorization. Any inquiries by employees regarding Union dues or fees should be directed to the Union..

4.1.2.3 The Union will be responsible for submitting to the District any changes in the amounts to be payroll deducted from the paychecks of employees who have executed authorization forms.

4.1.2.4 The Union agrees to indemnify, defend, and hold the District, their officers, agents, and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Article.

### **4.2 Dues Deduction Report**

4.2.1 The District shall remit to the Union the dues deducted along with a dues deduction report for each payday, which will include the following information:

- Name
- Employment status (full-time or part-time)
- Amount of dues deducted in the pay period
- Calendar year-to-date dues deduction amount

- 4.2.2 The Union shall have reasonable access to District payroll records for the purpose of verifying the amount of total earnings paid to individual members during a pay period.

#### **4.3 List of Employees**

- 4.3.1 Only upon request of the Union and no more than four (4) times per calendar year, an updated list of the names and mailing addresses and phone number of all employees in the AFSCME-represented units shall be provided to the Union electronically.
- 4.3.2 The mailing addresses that are provided to the Union are given to the Union for its exclusive use for the sole purpose of conducting Union business and are to be kept confidential. The Union agrees not to release any employee mailing address to any other party without the written consent of the employee.
- 4.3.3 The Union shall be given a copy of all personnel transactions such as terminations, disciplinary actions, transfers, appointments, promotions, and voluntary demotions for all employees in the AFSCME-represented units.

#### **4.4 Indemnification**

- 4.4.1 The Union shall indemnify and hold the District harmless against any and all claims, demands, suits, order, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this article.

#### **4.5 Payroll Authorization Requirements**

- 4.5.1 The authorization for payroll deductions described in Section 4.1 shall specifically require the employee to agree to hold the District harmless from all claims, demands, suits, or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employee.

#### **4.6 Union Notices and Meetings**

##### **4.6.1 Union Meetings**

- 4.6.1.1 The Union shall give twenty-four (24) hours advance notice to the District for Union meetings held in District facilities or during non-work periods during the work day. The Union may use District conference rooms and similar building facilities for meetings with bargaining unit employees in the Unit it represents; may post material on bulletin boards provided to serve bargaining unit members it represents; and may visit non-work areas of District facilities to confer with its members during non-work

times regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement. Union meetings will not be conducted out in public at work site locations – these meetings will take place during non-working time at District facilities or at non-District facilities/work locations.

- 4.6.1.2 The District agrees to provide the Union up to one-half hour of paid time off during business hours for the union representatives to meet with bargaining unit employees twice each calendar year and four times in a calendar year when an existing MOU will expire. When the meeting runs longer than one-half hour, bargaining unit employees must utilize their lunch time or accrued vacation for additional time for the annual meeting during business hours. The maximum meeting time allowed during District business hours is one (1) hour. The Union agrees to provide at least two weeks advance notice of such meeting and agrees to work with the District to schedule such meetings at appropriate times in light of operational considerations.

#### **4.6.2 Use of District Meeting Facilities**

- 4.6.2.1 Use of District meeting facilities requires twenty-four (24) hours advance notice to the appropriate District official and is subject to District use of such facilities, provided, however, that once scheduled such Union meetings may not be cancelled by the District except under emergency situations. The District may establish reasonable regulations governing the use of District facilities as provided by this Section.

#### **4.6.3 Bulletin Boards**

- 4.6.3.1 The Union shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary.

#### **4.6.4 Union Access to District Employees**

- 4.6.4.1 Duly authorized employee and non-employee representatives of the Union shall be permitted to enter District facilities to transact business and communicate with bargaining unit members in non-work areas during unit members' non-working time.

#### **4.6.5 Union Observation of District Facility Work Areas and Non-District Facility Work Locations**

- 4.6.5.1 With prior notification to the District and accompanied by a District representative, a non-employee Union representative may

visit District facility work areas and non-District facility work locations to observe working conditions; however, the Union representative may not disrupt District work or engage bargaining unit members in conversations or meetings at the observed work location during the employees' work time. Access to District facility work areas and non-District facility work locations must be scheduled at a time that will not disrupt District work. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

#### **4.7 Union Stewards and Representatives**

4.7.1 The District recognizes and agrees to deal with the accredited employee Union stewards and non-employee representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.

4.7.1.1 A written list of employee officers of the Union and the employee Union stewards with the specific areas they represent shall be furnished to the District immediately after their designation and the Union shall notify the District promptly in writing of any changes of Union officers or stewards. The Union may designate two (2) bargaining unit members as stewards. Any change in the number of stewards requires the written consent of both parties.

4.7.1.2 The Union shall provide the District with a list of non-District employee Union representatives who are accredited and authorized to exercise Union rights and responsibilities under this MOU, and shall promptly provide the District with an updated list as needed to inform the District of authorized representatives.

4.7.1.3 Notwithstanding the provisions of this Article and the Grievance Procedure, on all matters relating to grievances and the interpretation of this Agreement, the District shall deal with only the Union stewards and other Union representatives as identified pursuant to Article 4.8.

#### **4.8 Grievance Processing**

4.8.1 Unit members who are designated as Union stewards will receive time off from duties for processing grievances past the informal level of the grievance procedure. When a unit member requests Union representation in a grievance meeting beyond the informal level or in a disciplinary meeting, one (1) Union steward will receive release time subject to the following conditions.

4.8.1.1 After notifying the immediate supervisor as much in advance as possible, a Union steward will be permitted to leave the unit member's work area during reasonable times to process grievances. If the supervisor determines that an adequate level of

service cannot be maintained at the time release time is requested, the supervisor will cooperate with the grievant's immediate supervisor to schedule another time as soon as practicable. Whenever possible, a Union steward shall give the immediate supervisor twenty-four (24) hours notice of the need for release time for grievance processing.

- 4.8.1.2 Release time under this Section shall be limited to: (1) representing a grievant in a conference with a management person, beyond the informal level, and not including time for matters such as gathering information, interviewing witnesses, or preparing a grievance presentation; and (2) representing a unit member in a disciplinary matter.

#### **4.9 Release Time for Negotiations**

- 4.9.1 Two (2) unit members designated by the Union shall receive paid release time from their scheduled work day, as needed, to participate in scheduled meeting and negotiating with the District, including time spent caucusing during scheduled negotiations sessions and time spent in any scheduled mediation and fact-finding sessions.

#### **4.10 Leave for Union Business**

- 4.10.1 Employees may request authorized leave and/or vacation under Policy 5000 (Authorized Leave) and 5030 (Vacation) for legitimate Union business, such as Union meetings, state or area-wide Union committee meetings, and state, national, or international conventions. Employees requesting vacation or other authorized leave shall comply with all requirements of Policy 5000 or 5030, and other applicable procedures.
- 4.10.2 In addition to requesting authorized leave or vacation pursuant to Policy 5000 and 5030, the Union may request unpaid leaves of absence for the purpose of allowing employees designated by the Union to attend Union conventions or trainings. Employees taking this leave shall not be required to exhaust their available vacation before taking the unpaid leave. The Union and designated employee shall request the unpaid leave at least ten (10) working days in advance of the requested leave date. Unpaid leave pursuant to this paragraph shall not exceed a total of five (5) days per year for all involved employees.
- 4.10.3 The District retains the right to approve or deny the vacation or other authorized leave requests based on its operational needs, but shall not deny such requests based solely on the proposed use for legitimate Union business.

#### **4.11 Union Orientation**

- 4.11.1 The AFSCME designee will be informed by the District of any Human Resources conducted new represented employee orientation. This notice will

include the date and time of the orientation and the name of the new AFSCME represented employee. The District shall provide the AFSCME designee an opportunity to speak to new represented employee during the normal work day after the new represented employee's orientation.

#### **4.12 Union Activity**

- 4.12.1 Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce, or discriminate against public employees because of their exercise of their rights.

## **ARTICLE 5: HOURS OF WORK AND OVERTIME**

### **5.1 Work Week**

- 5.1.1 The work week shall consist of seven (7) consecutive days from 12:01 o'clock a.m. Monday, through 12:00 o'clock midnight Sunday. A work week shall be forty (40) hours. For all employees working an approved 9/80 alternate work schedule as designated in Section 5.4, their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

### **5.2 Work Schedule**

- 5.2.1 The normal work schedule for Distribution bargaining unit members shall be 7:00 a.m. to 3:30 p.m., Monday through Friday.

### **5.3 Meal Periods and Breaks**

- 5.3.1 The regular hours of work each day shall be consecutive except for interruptions for meal periods. Employees are required to take a thirty (30) minute unpaid meal break during every workday that the employee has a minimum of five (5) hours worked. The thirty (30) minute meal break begins when the employee stops working. This meal period may be waived by mutual consent of employer and employee only when a work period of not more than six (6) hours will complete the day's work. Field personnel, not working under direct supervision, are responsible for setting their own thirty (30) minute meal period and for taking that unpaid meal break during assigned work hours. Employees must notify their supervisor immediately and as soon as safe and practical if they are unable to take a meal or rest period on any given day.
- 5.3.2 Employees who work an eight (8) hour day are allowed to take two (2) paid ten (10) minute breaks, one (1) per each four (4) hours worked. Employees scheduled to work at least three and one half (3 1/2) hours are allowed a fifteen (15) minute break in that period. Personal business, personal phone calls, and or visiting with other employees should be limited to employee meal and break time. Field personnel, not working under direct supervision, are responsible for setting their own break periods and for taking their breaks during assigned work hours.

### **5.4 Alternate Work Schedules**

- 5.4.1 Any changes in an established schedule require the supervisor's prior written approval. An alternate work schedule is a regular schedule that is other than the standard 5/8 schedule (eight (8) hours per day, five (5) days per week). An example is a 4/10 schedule (ten (10) hours per day, four (4) days per week), or a 9/80 schedule (nine (9) hours per day for four (4) days per week, with an alternating eight (8) hour day every other week).

- 5.4.2 Employees may request and the District may utilize an alternative work schedule whenever the schedule will not negatively impact District efficiency and safety and will not incur overtime beyond the District's usual and customary overtime needs under the employee's regular work schedule. A written agreement specifying the work week, scheduled days of the week, and hours to be regularly worked for the alternative work schedule must be signed by the employee and supervisor and approved by the General Manager or designee. The District may suspend an alternative work schedule and reassign an employee to a standard 5/8 daily work schedule based on operational needs due to, for example, temporary staff shortages or changes in District operations to respond to conditions outside of the District's control, such as a drought. In addition, the District may also temporarily revert to a standard 5/8 daily work schedule in a workweek or pay period where a paid holiday occurs. The District shall not change an alternative work schedule for arbitrary or capricious reasons. The alternative work schedule will be restored when the operational need is resolved.

## **5.5 Overtime**

- 5.5.1 All overtime must be authorized by a supervisor and approved by the supervisor before worked. Overtime shall be rounded up to the nearest tenth (10th) of an hour increment.

### **5.5.1.1 Overtime and Overtime Pay Defined**

- (a) Overtime is defined as actual time worked in excess of eight (8) hours in any work day and/or time worked in excess of forty (40) hours in any work week and is compensated at one and one half (1 1/2) times the employee's hourly rate.
- (b) Employees who work four (4) ten (10) hour days per work week are paid overtime for any actual time worked in excess of ten (10) hours in a work day and/or any time actually worked in excess of forty (40) hours in a work week. Overtime shall be compensated at one and one half (1 1/2) times the employee's hourly rate.

- 5.5.1.2 Double time will be paid for all time actually worked in excess of twelve (12) hours in any work day.

- 5.5.1.3 Paid time off for sick leave will not be considered as hours worked for purposes of calculating overtime. Paid time off for vacation leave, floating holidays, or District designated and scheduled holidays will be considered as hours worked for purposes of calculating overtime.



- 5.5.1.4 An employee who continues working past midnight from a previous work day will continue to be paid any applicable overtime or double time based on the hours worked in the previous workday until completion of the work.
- 5.5.1.5 When an employee' shift ends less than 8 hours from the beginning of their next shift, the employee shall be entitled to an 8 hour rest period before returning to their next scheduled shift. The time off shall be taken at the discretion of the employee. An employee can use accrued sick or vacation leave time to make up the difference up to their regularly scheduled hours for that next shift for any time not worked during the rest period. An employee may also at their discretion choose unpaid time off for their rest time.

## **5.6 Holiday Pay**

- 5.6.1 In addition to holiday pay pursuant to Policy 5020.40, an employee who is assigned to work on a District-designated holiday shall be compensated at two (2) times the employee's regular rate of pay for time actually worked on the holiday.

## **5.7 On Call Duty**

- 5.7.1 To provide for and take care of problems and emergencies that occur outside of regular working hours, certain employees will be assigned to weekly tours of on-call duty. On-Call duty does not include District-scheduled weekend work.
- 5.7.2 The regular tour of on-call duty for all bargaining unit members will be for a seven (7) day week beginning on Tuesday at 7:00 a.m. and ending the following Tuesday at 6:59 a.m.
- 5.7.3 The supervisor shall prepare and post an on-call duty assignment list, which will show all assignments and rotations of duty for a specified time period. Any changes or substitutions to the on-call schedule require supervisor approval. Assignment, distribution, and rotation of on-call duty will be made equally among the employees who have been previously qualified and certified for on-call duty, and the District will give reasonable accommodation to the employees when making up the roster.
  - 5.7.3.1 Substitutions of on-call duty assignments, with prior written management approval, will be reasonably permitted so long as there is no inconvenience to other employees or the District.
    - (a) Employees shall timely supply the designated request form to their supervisor for review and approval as early

as possible but no later than two weeks prior to the requested substitution date.

- (b) Employees will be required to perform their original scheduled on-call duty assignment if their request for substitution is not approved.

5.7.3.2 When illness, injury, or other approved reasons prevent a bargaining unit member from serving on-call duty, the District will ask for volunteers. If no qualified unit member volunteers to cover the on-call duty assignment, the District will either assign a unit member the on-call duty or move all unit members up on the on-call duty roster.

5.7.3.3 An employee who volunteers to substitute in for another employee's on-call duty assignment in a workweek when they have taken vacation time will not have such vacation time be considered hours worked as provided in Section 5.5.1.3 of this Article.

5.7.3.4 Bargaining unit members shall not be required to work consecutive weeks of on-call duty.

5.7.4 An employee assigned on-call duty shall be free to utilize their time as desired, but must remain within the general Carmichael Water District area, going no farther than forty-five (45) minutes travel time away from any District facility and be able to respond within designated response times. Telephone response time will be within five (5) minutes of the call to the on-call duty employee. Travel time to the District site in order to respond to the emergency will be within forty-five (45) minutes.

5.7.5 Assignment of a tour of on-call duty will be for a seven (7) day period, and additional compensation will be paid for an on-call duty assignment at the flat rate shown below for each seven (7) day tour of on-call duty. If an on-call assignment duty is for less than a week, the amount of compensation to be paid will be proportionately adjusted.

<b>On-Call Duty – Flat Rate</b>		
	<b>Daily Rate</b>	<b>Weekly Rate</b>
Treatment Operators (T3, T4)	Two (2) times the employee's hourly rate	Multiply daily rate by seven (7) days
Distribution Operators (D3/D2)	Two (2) times the employee's hourly rate	Multiply daily rate by seven (7) days
* D1/T1/T2 are not eligible for On-Call Duty		

- 5.7.6 On-call duty pay is compensation for the following and, except as provided in this Article 5.8, no additional compensation shall be provided for these duties: the on-call duty assignment, travel to the District Corporation Yard/WTP or other work site, travel home from the Corporation Yard/WTP or other work site, and receiving emergency telephone calls and talking to customers on the telephone regarding the emergency. If the on-call duty employee is provided with appropriate District technology, on-call duty pay includes compensation for using the District technology to determine the significance of any alarm; checking District technology; and monitoring, activating, and making minor changes or adjustments to District systems via the District technology.

## **5.8 Call-Out Compensation**

### **5.8.1 Call-Out Compensation**

Overtime worked and accrued as a result of a call-out while on on-call duty or where otherwise called back into work will be paid subject to Article 5.5 and the following conditions:

- 5.8.1.1 An employee assigned to on-call duty or who otherwise is called back into work will receive overtime pay only when the nature of the emergency requires the employee to respond physically to the call. An employee shall receive a minimum of two (2) hours of pay at the overtime rate for the first call that requires the employee to respond in person to the emergency beginning either at the time the employee reports to the work site or District Corporation Yard/WTP, or when the employee assigned to on-call duty leaves their location in a take-home work truck to respond.. The employee shall receive overtime pay for time worked in excess of the two (2) hour minimum and ending when the employee leaves the District Corporation Yard/WTP or other work site after completing the emergency response work, and completing the required Service Order. For all subsequent call outs, if any, during that day, overtime pay begins and ends under the same conditions above . An employee on on-call duty is entitled to the two (2) hour minimum call back pay for every six hours from the beginning of the last minimum call back where there is a break in service with no more than six (6) hours of minimum call back time provided during each twenty-four (24) hour day. An employee not on on-call duty and who is called back into work is entitled to the two (2) hour minimum call back pay only once during each twenty-four (24) hour day.
- 5.8.2.2 An employee on on-call duty who is called out shall complete a special call-out and overtime report (Service Order) immediately and deliver it to the department supervisor no later than 8:00 a.m.

of the next regular work day, in writing and with full detail of each call-out and the work performed.

- 5.8.2.3 All call-outs and overtime worked are subject to the review and approval of the department supervisor before payment of the overtime will be authorized.

## **5.9 Timesheets**

- 5.9.1 Employees are required to keep an accurate record of hours worked each work day in each payroll period, including meal breaks. The hours reported on the time sheet are used to determine pay. An employee who knowingly provides inaccurate or false information on their timesheet is subject to immediate discharge. Employees who are absent on the day the timesheet is due must contact the supervisor to ensure the correct hours are reported.

## **5.10 On-Call Duties and Procedures**

- 5.10.1 The District's current Distribution On-Call Duties and Procedures and Production On-Call Duties and Procedures are attached to this Agreement as Appendix A solely for bargaining unit members' convenience and are not incorporated into this Agreement or subject to the Grievance Procedure.

## ARTICLE 6: WAGES

### 6.1 Salary Steps Adjustment

- 6.1.1 There are four (4) steps for each classification. Each additional step shall be four percent (4%) greater than the previous step.
- 6.1.2 The Salary Schedule is included in Appendix B.

### 6.2 Salary Schedule – Equity Pay Increases

- 6.2.1 The salary schedule in Appendix B for the following job classifications shall be increased by the following approximate percentages with actual salary numbers reflected in Appendix B as follows effective July 1, 2025:
- Distribution Operator Classifications 5%
  - Treatment Operator Classifications 5%

### 6.3 Salary Schedule – COLA Increases

- 6.3.1 Effective July 1, 2026, the District will provide a COLA increase to all Distribution Operator and Treatment Operator job classifications with a minimum of 1% and maximum of 7% based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) information using the West "A" category of the previous calendar year. If the CPI increase referenced above is in excess of 7%, either party can request to reopen the MOU solely for the purpose of meeting and conferring over the July 1, 2026 COLA increase prior to its effective date.
- 6.3.2 Effective July 1, 2027, the District will provide a COLA increase to all Distribution Operator and Treatment Operator job classifications with a minimum of 1% and maximum of 7% based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) information using the West "A" category of the previous calendar year. If the CPI increase referenced above is in excess of 7%, either party can request to reopen the MOU solely for the purpose of meeting and conferring over the July 1, 2027 COLA increase prior to its effective date.

### 6.4 Working Out of Classification

- 6.4.1 On occasion, due to operational necessity, a bargaining unit member may be assigned to perform a majority of essential duties of another classification with a higher salary range. Payment for out-of-classification work shall be five percent (5%) above the regular base pay of the unit member for all hours worked in the higher classification, subject to the following conditions:

- 6.4.1.1 The assignment to work in the higher classification must be made in advance in writing by the Department Head and approved in writing by the General Manager or designee.
- 6.4.1.2 A unit member who is assigned to the higher classification must be required to perform a majority of the essential tasks of the higher level position.
- 6.4.1.3 A unit member will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least five (5) consecutive work days.

## **6.5 Advanced Certification Incentive Pay**

- 6.5.1 The District will provide a unit member advanced certification incentive pay if they are certified in their job position at the following levels within their job position:

<b>Job Position</b>	<b>Certification</b>	<b>Per Hour Certification Incentive Pay</b>
Treatment Operator	SWRCB T5	\$1/hour
Distribution Operator	SWRCB D4	\$1/hour

- 6.5.2 Advanced certification incentive pay will only apply to a maximum of 40 hours paid per week for hours the employee is in a paid status.

## ARTICLE 7: FRINGE BENEFITS

### 7.1 Medical Benefits

#### 7.1.1

The District's maximum contribution toward an employee's medical benefits is based on the CalPERS Health Sacramento Area Region premium rates. Beginning in December 2022 for premiums applied to January 2023 coverage, the District will contribute monthly the premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)), not to exceed the cost of Blue Shield Trio Sacramento Area Region for the employee's elected coverage level, inclusive of the minimum statutory PEMHCA contribution.

Beginning in December 2023 for premiums applied to January 2024 coverage, the District will contribute monthly the premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)) at a level based on an increase of six percent (6%) from the 2023 Blue Shield Trio Sacramento Area Region premiums, inclusive of the minimum statutory PEMHCA contribution.

Beginning in December 2024 for premiums applied to January 2025, the District will contribute monthly the premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)) at a level based on an increase of six percent (6%) from the District's premium contribution in the previous year, inclusive of the minimum statutory PEMHCA contribution.

Beginning in December 2025 for premiums applied to January 2026, and in each subsequent year, the District will contribute monthly ninety-five percent (95%) of the average premium costs of an eligible employee's elected medical coverage (employee only, employee + one dependent, or employee and 2+ dependents (family coverage)) from the following CalPERS Health Sacramento Area Region plans: Blue Shield Access + HMO, Blue Shield Trio HMO, Kaiser Permanente, PERS Gold, and Western Health Advantage, inclusive of the minimum statutory PEMHCA contribution.

7.1.2 Employees electing any coverage costing more than the District's contribution for the elected coverage level shall pay the difference through automatic payroll deduction. Employees electing less expensive coverage shall not receive the difference as "cash back."

7.1.3 If an employee can establish to the District that they have qualifying group medical insurance through a spouse, domestic partner, or another source, the employee can opt-out of the District's medical insurance coverage and will

receive \$400 per month in lieu of medical insurance coverage. Qualifying group health coverage includes health coverage that provides minimum value as established by the federal Affordable Care Act (ACA), but does not include individual coverage such as TRICARE, Medicare, Medi-Cal and Covered California.

## **7.2 Other Insurance Programs**

- 7.2.1 The District will continue to pay the cost of premiums for the dental, vision, EAP, long term disability, and life insurance coverage as described in District policy for full-time regular employees in the bargaining unit.



## **ARTICLE 8: GRIEVANCE PROCEDURE**

### **8.1 Grievance Definition**

- 8.1.1 A grievance is a claim by one (1) or more bargaining unit members, or a claim by the Union on behalf of one (1) or more unit members of an alleged violation of a specific provision of this Memorandum of Understanding that adversely affects a unit member or members.

### **8.2 Level 1, Informal Resolution with Department Head or Designee**

- 8.2.1 Any employee who believes they have a grievance shall present the evidence of the alleged violation of a specific provision of this MOU or incorporated District policies orally to their Department Head or designee within fifteen (15) business days after the date the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The Department Head or designee shall hold discussions and attempt to resolve the matter within three (3) business days after the presentation of such evidence. It is the intent of this informal meeting that at least one (1) personal conference be held between the employee and the immediate Department Head or designee.

### **8.3 Level 2, Formal Grievance with General Manager or Designee**

- 8.3.1 If the grievance has not been resolved at Level 1, the grievant must present their grievance in writing on a form provided by the District (attached hereto as Appendix "C" to the General Manager or designee within eighteen (18) business days after the date the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance, or within five (5) business days after the Level 1 meeting with the Department Head or designee. The statement shall include the following:

- 8.3.1.1 A concise statement of the grievance including reference to the specific provision of this MOU or District Policy incorporated into the MOU deemed to be violated;
- 8.3.1.2 The circumstances involved;
- 8.3.1.3 The decision rendered by the Department Head or designee at Level 1;
- 8.3.1.4 The specific remedy sought.

### **8.4 Level 2 Response**

- 8.4.1 The General Manager or designee shall, within ten (10) business days of receipt of the Level 2 grievance, schedule a meeting to discuss the grievance and receive additional information regarding the alleged violation(s). The

purpose of this meeting shall be to allow the parties to discuss the grievance in order to clarify the issues in dispute and attempt to resolve the grievance. The General Manager or designee shall issue a written decision regarding the grievance within five (5) business days of the Level 2 meeting or, if no meeting is held, within fifteen (15) business days of receiving the Level 2 grievance.

## **8.5 Level 3, Mediation**

8.5.1 If the employee disagrees with the General Manager's or designee's preliminary decision, the employee shall have the right to request that an independent mediator from the State Mediation and Conciliation Service be appointed to mediate the matter. A written request for mediation shall be made by the employee within ten (10) business days after the General Manager's or designee's written decision. The mediation shall be scheduled and completed as expeditiously as practicable. If the mediation does not result in an amicable resolution of the grievance, the parties shall ask the Mediator to issue written findings containing their suggested result. The Mediator's suggested result shall be advisory only. The General Manager or designee shall consider the advisory recommendations, and render a final and binding decision regarding the grievance within ten (10) business days of receipt of the mediator's advisory findings.

8.5.2 The decision of the General Manager or designee shall be final.

## **8.6 General Provisions**

8.6.1 A grievant has a right to a Union representative at all grievance meetings, and the District representative involved in the grievance process also may request other District representative(s) to attend grievance meetings.

8.6.2 Except by mutual agreement, failure by the grievant at any level to appeal the grievance to the next level within the specified time limit shall be considered acceptance of the grievance at that level.

8.6.3 No reprisal shall be invoked against any grievant for processing a grievance.

8.6.4 The grievant must be present at each level of the grievance process to the extent possible to allow proper consideration of the grievance.

## **ARTICLE 9: EMPLOYEE STATUS**

**9.1** Policy 2020.40: Employee Status, regarding at-will employment, of the Carmichael Water District Policy Manual shall not apply to bargaining unit members. All other provisions of Policy 2020: Employee Status apply to bargaining unit members. In addition, no Policy Manual provision for termination without cause shall apply to "full-time regular" employees in the bargaining unit.

## **ARTICLE 10: POSTING VACANCIES AND PROMOTIONS**

### **10.1 Definitions**

- 10.1.1 Classification: Classification is the general category of the position held (e.g., Distribution Operator 2, Treatment Operator 3).
- 10.1.2 Promotion: Movement from one classification to another classification at a higher salary range.
- 10.1.3 Vacancy: A vacancy occurs when a bargaining unit member permanently leaves a position or when the District creates a new position.

### **10.2 Posting of Positions**

- 10.2.1 All postings for positions will be very specific as to how many positions are open. No position can be filled without proper posting. All vacancies in the bargaining unit shall be posted for a period of five (5) working days on bulletin boards accessible to employees. This shall not be construed to prohibit the District from advertising or receiving applications from non-employees during or after the posting period. During this period, employees who wish to apply for this open position or job may do so. Applications shall be submitted to Human Resources and completed applications shall be kept on file per the District's record retention policy.

### **10.3 Job Openings**

- 10.3.1 The District is committed to the concept of advancement within the service through promotional opportunities and career development that shall be open to all employees who meet the necessary requirements. Internal candidates will be interviewed for all positions for which they qualify and have applied for.

### **10.4 Selection**

- 10.4.1 Selection of the candidate to fill any job vacancy will be solely at the discretion of the District. The District shall consider all applicants' experience to perform the required services, qualifications, length of service (internal applicants), and recent performance evaluations (internal applicants) in determining the applicant from the pool of internal and external applicants that best meets the District's needs.

## **ARTICLE 11: ADDITIONAL AGREEMENTS**

### **11.1 Strikes and Lockouts**

- 11.1.1 For the duration of this Agreement the Union and its members agree not to engage in any work stoppages, including but not limited to strikes, including sympathy strikes, slowdown, sick-ins, or other concerted activity against the District. The District agrees that it shall not cause or engage in any lockout of the employees of the unit.

### **11.2 New or Revised Classifications**

- 11.2.1 The establishment of new or revised classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services. Under such circumstances, the District shall prepare and submit to the Union such proposed descriptions and proposed pay ranges for such classifications prior to adoption by the Board of Directors.
- 11.2.2 If the Union wishes to meet to confer over the classifications or pay ranges proposed by the District, the Union shall notify the General Manager in writing of that desire within ten (10) business days following the date the proposed classifications and pay ranges were mailed to the Union. Upon such timely notice by the Union, the parties shall meet prior to final action on the proposed descriptions and pay ranges and shall make every reasonable effort to reach agreement on a joint proposal.
- 11.2.3 Classification specifications shall contain reference to the hours of work. A workweek shall be forty (40) hours.

### **11.3 Additional Definitions of Terms Used in this Agreement**

- 11.3.1 The term “regular employee” is an employee who has been appointed to a position in a classification, on either a part-time or full-time basis, which requires the successful completion of a probationary period.
- 11.3.2 The term “probationary employee” shall mean an employee who is serving a six (6) month probationary period and shall be an at will employee until the employee passes probation.
- 11.3.3 The term “temporary employee” is an employee who has been appointed, on either a part-time or full-time basis, for a limited duration, usually not to exceed one thousand (1,000) hours. Such an employee does not serve a probationary period and may be released from District employment at any time without right of appeal under this Agreement.
- 11.3.4 The term “temporary reclassification” refers to the status of an employee who is temporarily reclassified for the performance of tasks in relation to a specific assignment for a period generally not to exceed three (3) months. An

employee temporarily reclassified shall receive a salary, which does not exceed the salary of the regular classification.

## **ARTICLE 12: DISCIPLINARY PROCEDURES**

### **12.1 Definition of Probationary Period and Regular Status**

- 12.1.1 During the probationary period as defined in District Policy 2020, any bargaining unit member shall be subject to disciplinary action, including termination without cause. The employee shall not have a right to a hearing or appeal regarding any disciplinary action taken during the probationary period.
- 12.1.2 Upon satisfactory completion of the probationary period, a bargaining unit member is designated as a regular employee who shall be subject to disciplinary action only for cause as prescribed in this Article.

### **12.2 Definition of Disciplinary Action**

- 12.2.1 Disciplinary action shall be defined as dismissal, suspension, or demotion, except a layoff/reduction in force pursuant to Article 14, and shall not include oral or written warnings, letters of reprimand, counseling memos, or negative performance evaluations.

### **12.3 Cause for Discipline**

- 12.3.1 A regular bargaining unit member shall be subject to disciplinary action for cause. Cause for discipline shall include but is not limited to the following specific causes of action as organized within the following Disciplinary subgroups:

#### **A. Workplace Violence**

- 12.3.1.1 Possessing weapons or firearms while on District property, or possessing weapons or firearms at District work locations during working hours.
- 12.3.1.2 Fighting or horseplay.

#### **B. Workplace Performance**

- 12.3.1.3 Incompetence or inefficiency in the performance of the duties of the employee's position.
- 12.3.1.4 Insubordination; including, but not limited to refusal to do assigned work, or refusal to follow directions of a District supervisor/manager.
- 12.3.1.5 Working overtime without authorization.

- 12.3.1.6 Failure to adequately perform the requirements of the position held.
- 12.3.1.7 Discourteous, offensive, or abusive conduct or language toward other employees or the public.
- 12.3.1.8 Failure to work harmoniously with others, to the District's detriment.
- 12.3.1.9 Engaging in political activities during assigned hours of employment.
- 12.3.1.10 Violation of or refusal to obey the laws of the state, or the District's rules, regulations, policies, or procedures.
- 12.3.1.11 Failure to notify District customers when working on customer's property or when a disruption of water services occurs by District means.
- 12.3.1.12 Willful damage to District property, waste of District supplies or equipment, or excessive carelessness with District property or funds.

**C. Attendance or Abuse of Leave**

- 12.3.1.13 Repeated and/or unexcused absences or tardiness.
- 12.3.1.14 Abandonment of position.
- 12.3.1.15 Absence without authorization or sufficient reason.
- 12.3.1.16 Abuse or misuse of sick leave or any other leave privileges.
- 12.3.1.17 Failure to observe working schedules, including rest and meal breaks.
- 12.3.1.18 Failure to notify and get approval from a District supervisor prior to leaving the employee's work location while on duty.

**D. Dishonesty, Falsification of Records, Misuse of Position, or Theft**

- 12.3.1.19 Dishonesty.
- 12.3.1.20 Falsifying any information supplied to the District; including but not limited to information supplied on application forms, employment records, time cards, vacation and sick leave requests, or any other District record.



- 12.3.1.21 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 12.3.1.22 Offering anything of value or offering any service in exchange for special treatment in connection with an employee's employment or retirement, or accepting anything of value or any service in exchange for granting any special treatment to another employee or any member of the public.
- 12.3.1.23 Theft of District funds or property.
- 12.3.1.24 Unauthorized use of District equipment, vehicles, time, material, facilities or the District name.

#### **E. Workplace Safety**

- 12.3.1.25 Violation of or refusal to obey safety rules or regulations set by appropriate local, state or federal agencies, or the District.
- 12.3.1.26 Failure to maintain proper valve operation either opened or closed.
- 12.3.1.27 Carelessness or negligence in the performance of duty or in the care or use of District property.
- 12.3.1.28 A violation of any federal, state, or local law or regulation dealing with drug or alcohol use.
- 12.3.1.29 Being under the influence of alcohol or controlled substances without authorization while on duty or using or possessing alcohol or controlled substances without authorization while on duty. "Controlled substance" means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance defined in state or federal law.

#### **F. Discrimination, Harassment, or Retaliation**

- 12.3.1.30 Unlawful discrimination, including harassment, on the basis of any classification protected by law as noted in the District's Harassment, Discrimination, and Retaliation policy, against members of the public, or other employees while acting in the capacity of a District employee.
- 12.3.1.31 Unlawful retaliation against any District officer, employee, or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected

violation of any state or federal law occurring on the job or directly related to job responsibilities.

#### **G. Maintenance of Licensure or Certification**

12.3.1.32 For employees who drive a vehicle in the regular course of their employment:

- Loss of the employee's driver's license; or
- Any restriction or limitations on the employee's driver's license or ability to drive ordered by the Department of Motor Vehicles or any other lawful authority (except that for any DMV restrictions or limitations caused by an employee's medical condition, the District will engage in the interactive process to determine the ability to provide a reasonable accommodation in accordance with state and federal law); or
- Failure to maintain a good personal or business driving record; or
- Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.

12.3.1.33 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

### **12.4 Progressive Discipline**

#### **12.4.1 Progressive Discipline**

The following progressive discipline procedures shall usually be applied in disciplinary actions for conduct that is generally subject to remediation.

12.4.1.1 **Verbal Counseling/Warning.** Verbal counseling/warning may result in a post-conference summary memorandum that describes when the meeting occurred, who was present, and what was discussed. A copy shall be placed in the unit member's personnel file. The unit member has the right to write a response and that written response shall be attached to the post-conference summary memorandum and retained in the employee's personnel file. The unit member shall provide any

written response within five (5) work days of the date of the post-conference summary memorandum.

12.4.1.2 **Written Reprimand.** A copy shall be placed in the unit member's personnel file. The unit member has the right to write a response and that written response shall be attached to the reprimand and retained in the employee's personnel file. The unit member shall provide any written response within five (5) work days of the date of the written reprimand.

12.4.1.3 **Suspension without Pay.** Suspension usually shall not be used unless the unit member has received a written reprimand about similar conduct.

12.4.1.4 **Demotion or Dismissal.** Demotion or dismissal will be used when an employee's conduct does not meet District standards, usually after other progressive discipline procedures have been utilized. But the District may demote or dismiss a unit member without first suspending the employee for similar conduct.

#### 12.4.2 **Discipline without Progression**

12.4.2.1 Nothing in this Article shall prohibit the District from disciplining a regular unit member for just cause, up to and including termination in instances where the District determines that remediation is inappropriate.

12.4.2.2 The District retains the sole discretion to dismiss a unit member without progressive discipline if the unit member violates a District rule or policy concerning the use of District vehicles.

#### 12.4.3 **Previous Disciplinary Actions Used for Progressive Discipline**

12.4.3.1 No previous disciplinary action based on a cause for discipline within a specific disciplinary subgroup (A – G) under Section 12.3 can be relied upon for any future disciplinary action where no other disciplinary action from the same disciplinary subgroup has occurred in at least three (3) years from the last disciplinary action in that disciplinary subgroup.

### 12.5 **Procedure for Discipline (Unpaid Suspension, Demotion, Dismissal)**

#### 12.5.1 **Representation**

12.5.1.1 A bargaining unit member has a right to union representation at all stages of the discipline procedure.

**12.5.2 Unpaid Suspension of Fewer than Five (5) Days**

- 12.5.2.1 A unit member who is suspended for fewer than five (5) days shall not be entitled to a Preliminary Written Notice of Proposed Discipline or the “*Skelly* meeting” provided in Article 12.5.3 and shall immediately serve the suspension as established in the Notice of Discipline (Article 12.5.4). The imposed discipline may be subsequently appealed under the appeal process of Article 12.5.6. The unit member may also write a response and the written response shall be attached to the Notice of Discipline and retained in the employee’s personnel file. The unit member shall provide any written response within two (2) working days of returning to work from the unpaid suspension.

**12.5.3 Preliminary Written Notice of Proposed Discipline – Suspension of Five (5) or More Days or Termination**

- 12.5.3.1 A regular bargaining unit member shall receive a Preliminary Written Notice of the Proposed Discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based, the date the proposed disciplinary action will be effective, and the employee’s rights under this Article 12.5.
- 12.5.3.2 Any known written materials, reports, or documentation upon which the proposed disciplinary action is based shall be attached to the Preliminary Written Notice of Proposed Discipline.
- 12.5.3.3 (“*Skelly* Meeting”) If the proposed discipline is suspension for five (5) days or more, demotion, or termination, the unit member shall have the right to respond either orally or in writing, or both within ten (10) calendar days to the General Manager or designee. If the General Manager issues the Preliminary Written Notice of Proposed Discipline, the “*Skelly* Meeting” shall be conducted by a designee. The unit member has a right to union representation in the “*Skelly*” meeting. The purpose of the meeting shall be to permit the unit member to respond to the charges against the unit member, to offer information regarding the proposed discipline, and to examine the materials, if any, on which the proposed disciplinary action is based.
- 12.5.3.4 The District representative who conducted the “*Skelly* Meeting” shall consider the unit member’s response and within fifteen (15) calendar days recommend that the proposed disciplinary action either be taken or not taken.

#### 12.5.4 **Notice of Discipline**

- 12.5.4.1 Any regular unit member against whom disciplinary action is initiated by the District shall be given written notice by the General Manager or designee of the specific charges against the unit member. The Union shall receive a copy of any Notice of Discipline directed to a bargaining unit member.
- 12.5.4.2 The Notice of Discipline shall contain a specific statement of charges or grounds upon which the disciplinary action is based, any known written materials, reports or documentation upon which the discipline is based, the date the disciplinary action will be effective, and the appeal right under Article 12.5.6. The Notice of Discipline may also address issues raised in a “*Skelly*” meeting that were considered by the District.

#### 12.5.5 **Employee’s Status**

- 12.5.5.1 Except as provided below, any bargaining unit member against whom a Preliminary Written Notice of Proposed Discipline or a Notice of Discipline has been issued shall remain on active duty status and responsible for fulfilling the duties of the employee’s position pending any appeal.
- 12.5.5.2 **Administrative Leave.** Any regular unit member may be placed on administrative leave from duty with pay pending an investigation and/or a determination of whether or not the General Manager or designee will recommend discipline.
- 12.5.5.3 **Unpaid Suspension Pending Dismissal.** A unit member against whom dismissal is recommended shall be suspended without pay from the date of the Notice of Discipline until the effective date of the unit member’s dismissal.

#### 12.5.6 **Appeal of Disciplinary Action to Binding Arbitration**

- 12.5.6.1 **Time to Appeal.** Within ten (10) calendar days of the date of the written Notice of Discipline, the Union may appeal the disciplinary action to binding arbitration by submitting a written notice of appeal to the General Manager or designee. In the absence of a timely written appeal notice filed by the Union, the disciplinary action shall be effective on the date identified in the Notice of Discipline. No disciplinary action may be appealed to binding arbitration without the Union’s consent.
- 12.5.6.2 **Arbitrator Selection.** The Union and the District shall mutually select an arbitrator. If the parties cannot mutually

agree on an arbitrator, the arbitrator shall be selected by alternately striking names from a list of seven (7) arbitrators requested from the State Mediation and Conciliation Service (SMCS). Either party may reject a list once and request another list from SMCS. The determination of which party strikes first shall be made by lot.

- 12.5.6.3      **Costs.** The fees and expenses of the arbitrator and court reporter shall be borne equally by the District and the Union. If any party requests a transcript of the proceedings, that party shall bear the full costs of the transcript. If the parties mutually agree to request a transcript, the total costs of the transcript shall be divided equally between the District and the Union.
- 12.5.6.4      **Scheduling the Hearing.** After the arbitrator has been selected, the arbitrator shall set the matter for hearing. Hearing(s) shall be held on District work days, unless mutually agreed otherwise.
- 12.5.6.5      **Arbitration Rules.** The arbitrator shall conduct the hearing in accordance with the provisions of this Agreement.
- 12.5.6.6      **Evidence.** The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might make the admission of the evidence improper over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding, unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- 12.5.6.7      **Exclusion of Witnesses.** The Arbitrator may, in their discretion, exclude witnesses not under examination, except the unit member and the party attempting to substantiate the charges against the unit member, and their representatives. When hearing testimony that may bring disrepute to persons other than the accused unit member, all persons not having a direct interest in the hearing may be excluded.
- 12.5.6.8      **Burden Of Proof.** The District bears the burden of proof of substantiating the charges.

- 12.5.6.9 **Arbitrator's Authority.** The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District, and the arbitrator shall determine whether sufficient cause exists for disciplinary action in accordance with accepted arbitral standards of contract interpretation and "just cause."
- 12.5.6.10 **Continuances.** The Arbitrator may grant a continuance of any hearing upon any terms and conditions as the Arbitrator may deem proper. The unit member shall remain on unpaid suspension for the period of any continuance. Any request for continuance not mutually agreed to by the Union and the District made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.
- 12.5.6.11 **Final and Binding Decision.** The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions. A copy of the award will be submitted to the District, Union, and the unit member. The arbitrator's decision will be final and binding on the parties. Either the District or the Union may seek judicial review of the arbitrator's decision under the standards set forth in California Civil Procedure Code Section 1286.2.

## **ARTICLE 13: SENIORITY**

### **13.1 Definition**

- 13.1.1 Seniority shall, for the purpose of this Agreement only, be defined as an employee's length of continuous full-time employment since the employee's most recent date of hire with the District. This Article shall not apply to any provision of the District's Policy Manual.

### **13.2 Seniority List**

- 13.2.1 The District shall maintain a roster of employees arranged according to seniority as defined in this Article stating name, date of most recent appointment, and position classification. A copy of the seniority list shall be provided to the Union upon request. In the event that two (2) or more employees are hired on the same date, the last four (4) digits of each employee's social security number shall be the tie breaker. The employee with the highest number reflected by the last four (4) digits of the social security number shall be the most senior.

### **13.3 Termination of Seniority**

- 13.3.1 An employee will lose all seniority with the District if their employment is interrupted for any of the following reasons:
- 13.3.1.1 The employee quits or retires;
  - 13.3.1.2 The employee is discharged for cause;
  - 13.3.1.3 The employee fails to return to work at the end of an approved leave of absence;
  - 13.3.1.4 The employee fails to return from layoff as provided in Article 14.4;
  - 13.3.1.5 The employee is absent from work because of layoff for a period of time in excess of twenty-four (24) months.



## **ARTICLE 14: LAYOFF & RECALL**

### **14.1 Layoffs**

- 14.1.1 The District may lay off employees in accordance with Policy 2040 (Reduction in Force).

### **14.2 Order of Layoff**

- 14.2.1 In the event of a reduction in force, the District shall determine the employee(s) to be laid off in the classification to be reduced in the following initial order:

14.2.1.1 Temporary employees;

14.2.1.2 Probationary employees;

14.2.1.3 Regular employees who have not yet completed any required certification, or obtained any required license for the classification applicable to the employee at the time the notice of layoff is provided.

- 14.2.2 If the application of the order of layoff described above does not result in the layoff of a sufficient number of employees, any remaining employees in the classification shall be laid off based on relevant certification levels and experience as follows:

14.2.2.1 The regular employee(s) with the lowest certification required for the position or related positions within the same job series shall be laid off first. For example, if a Distribution Operator 2 position is eliminated, and two (2) employees in the classification have the certification required for the position, and one (1) also has the certification required for a Distribution Operator 3 position, the employee without the certification required for the Distribution Operator 3 position will be laid off first. Certification unrelated to the employee's job series in which the employee is currently assigned and certification that is not required for the District's operating level shall not be considered. For example, a Distribution Operator's possession of a water treatment certificate or a D4 certificate shall not be relevant to the determination of order of layoff of Distribution Operators.

14.2.2.2 If two (2) or more regular employees subject to layoff are deemed equally qualified after applying the criteria defined in number 1 above, the employee who has been employed the shortest amount of time in the classification, plus higher related classifications, shall be laid off first.

- 14.2.2.3 If two (2) or more regular employees subject to layoff are deemed equally qualified after applying the criteria defined in numbers 1 and 2 above, the regular employee(s) with the most recent date of hire into the District shall be laid off first.

### **14.3 Demotion in Lieu of Layoff and Associated Displacement**

- 14.3.1 An employee identified for layoff pursuant to the above provisions may elect to be demoted into a lower position within the same department (i.e., Production or Distribution) for which the employee is qualified. If an employee elects to accept a demotion in lieu of layoff, the employee to be displaced as a result of the demotion shall be determined pursuant to the order of layoff provisions set forth in Section 14.2.

### **14.4 Recall**

- 14.4.1 A regular, non-probationary employee who has been laid off or demoted in lieu of layoff shall be placed on a recall list for a period of twenty-four (24) months. When the District is filling a vacancy in a regular position, it shall first offer the position to a qualified employee on the recall list who has previously served in that classification. An employee who was previously demoted for disciplinary reasons, or reasons other than demotion in lieu of layoff, shall not have the right to be recalled into a position from which the employee was demoted.
- 14.4.2 Employees shall be recalled in the inverse order of their layoff. Employees who accepted a demotion in lieu of layoff shall be recalled before those who were laid off.
- 14.4.3 The District shall provide a notice of a vacancy and recall to a laid-off employee on the recall list by certified mail, or by any other means that provides confirmation of delivery. Within fourteen (14) calendar days of the date the District mails the notice of vacancy and recall, the laid-off employee must advise the District in writing if the employee accepts reemployment into the vacancy on the date specified in the notice of a vacancy and recall. A laid-off employee who declines recall under the terms set forth in the recall notice, or who fails to respond to the recall notice within the time allowed, shall be removed from the recall list(s), and shall have no further recall rights. A laid-off employee on the recall list who will be unable to receive or respond to mail for an extended period of time may notify the District of this fact and arrange for an alternate means of receiving notices of vacancy and recall during the period of unavailability.
- 14.4.4 Employees on the recall lists(s) are responsible for keeping the District advised in writing of their current address. An employee's failure to provide a current address shall not excuse the employee's failure to respond to a recall notice within the timelines described above.

## **14.5 Meet and Confer**

14.5.1 Consistent with law, the District has the right to make the decision regarding the level of services it will provide and the positions to be reduced. The District is not required to meet and confer with the Union if it implements the layoff in accordance with the procedures and requirements set forth in this Article unless the following conditions exist:

14.5.1.1 If the Union identifies impacts of the layoff decision on mandatory subjects of bargaining that are not covered by the procedures set forth in this Article, Policy 2040, and this Agreement, the District shall meet and confer as required by law regarding the identified impacts; however, the announced effective date of the layoff shall not be changed or delayed by any “impact” bargaining pursuant to this paragraph.

## **ARTICLE 15: SAFETY & HEALTH**

### **15.1 Safety Training**

- 15.1.1 The District will train employees in safe work procedures and the safe use of equipment as the District, in its discretion, deems appropriate.

### **15.2 District Safety Committee**

- 15.2.1 At least one employee from the Distribution Department and one employee from the Production Department shall serve on the District Safety Committee. The departmental employee representatives shall be selected first from volunteers. If at least one employee from each of the Distribution and Production departments does not volunteer, the Union shall select the employee representative(s) from the department(s) without a volunteer to serve on the Committee.

### **15.3 Employee Safety Suggestions**

- 15.3.1 Employees are encouraged to present suggestions to the District regarding methods for improving employee safety, including training recommendations. These suggestions may be submitted to the responsible supervisor or through other means such as a District safety suggestion box (if maintained).

### **15.4 Handling Unsafe Work Conditions**

- 15.4.1 If an employee has justifiable reason to believe that employee and/or public safety and health are in imminent danger due to unsafe working conditions, work site, or equipment, the employee shall take appropriate action to address any immediate danger and to protect employees and the public. Without delay the employee also shall inform the supervisor or, if the supervisor is unavailable, other District management representative, of the dangerous condition. The District shall determine what action, if any, should be taken in response to the employee's report.

### **15.5 Employees Safety Work Boots Reimbursement**

- 15.5.1 In lieu of the safety work boots allowance provided to District employees under the "Uniforms and Protective Clothing" policy in the District's Policy Manual, Distribution Operator and Treatment Operator employees will be up to \$400 in total cost per fiscal year under the following terms and conditions:
  - 15.5.1.1 The District will set up an account with the Red Wing Shoes and Bare Bones shoe stores that will allow a covered employee to obtain work boots consistent with the terms and conditions of this section, with the cost of such work boots of up to \$400 in total cost billed directly to the District.

- 15.5.1.2 The safety work boots purchased by an employee must meet the applicable Cal/OSHA and ASTM requirements.
- 15.5.1.3 A covered employee's ability to obtain new work boots pursuant to this section may only occur once per fiscal year.
- 15.5.1.4 For new employees, the safety work boots will be provided upon hire and then again annually at the employee's anniversary date.

## **ARTICLE 16: SAVINGS CLAUSE**

- 16.1** In the event any article or section of this Agreement is rendered invalid or held to be invalid by operation of law, or by an arbitrator, administrative law judge, or a court, or if compliance with, or enforcement of an article or section or portion of an article or section of this Agreement is restrained by any court, the remainder of this Agreement shall not be affected and shall remain in full force and effect. At the written request of either party within thirty (30) days of an action invalidating a portion of this Agreement, the parties shall meet and confer for the purpose of arriving at a mutually satisfactory replacement of the invalidated article or section or portion of the article or section.

## **ARTICLE 17: DISTRICT POLICY MANUAL**

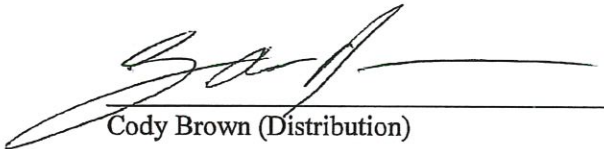
### **17.1 Conflict between Policy Manual and Agreement**

- 17.1.1     Wherever any provision of the District's Policy Manual conflicts with a specific provision of this Agreement, the provisions of the Agreement shall prevail.

**American Federation of  
State, District, and Municipal  
Employees Local 146, AFL-CIO**



Rafael Garcia, AFSCME  
Council 57 Business Agent



Cody Brown (Distribution)

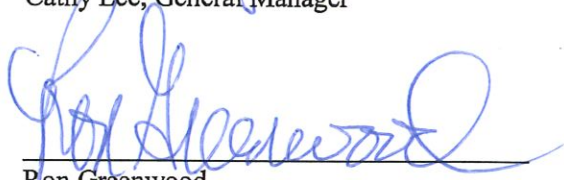


Marc Mathews (Production)

**Carmichael Water District**



Cathy Lee, General Manager



Ron Greenwood  
President, Board of Directors

8/13/25

Date

8/14/2025

Date



## **APPENDIX A**

### **ON-CALL DUTIES AND PROCEDURES**

The District's current Distribution On-Call Duties and Procedures and Production On-Call Duties and Procedures are attached as Appendix A solely for bargaining unit members' convenience and are not incorporated into this Agreement or subject to the Grievance Procedure.

**Emergencies**

The length of on-call duty will be for 7 straight days beginning Tuesday at 7:00 a.m. and ending the following Tuesday at 6:59 a.m. On-call personnel are provided a cell phone and may be provided a laptop computer. If the on-call person receives a phone call they must respond within 5 minutes of the call to the customer. Responding to a phone call or utilizing the laptop computer is part of on-call duty. On-call personnel will not receive additional compensation for these duties.

When a call is received from the answering service, a service order must be initiated by the on-call person stating all relevant information. If it is determined that immediate attention is needed, the on-call person must notify the Field Superintendent immediately if additional personnel are needed to facilitate repairs. The on-call person will respond to emergencies only, unless directed by Field Superintendent. Emergency means any of the following:

- a leak, water waste, etc., that is causing damage to property
- a high risk safety issue
- It has the potential to cause damage within a short period of time

The on-call person is required to physically respond to on-call emergencies and be on site within 30-45 minutes. If at any time during an operator's on-call duty they cannot respond to the site within 45 minutes the employee shall notify the Field Superintendent.

The on-call person must follow the "Emergency Water Leak Procedure" while performing on-call duty.

If a contractor, homeowner, or another utility makes damages, a damage report must be made out by the on-call person upon arrival. The information must include name, address, phone number, company name, USA number, extent of damage, time arrived and final completion time of repair. A materials list must be included with the final paperwork and be completed by the on-call person before the start of the next work day.

If repairs are needed the following work day, the on-call person must immediately notify the Field Superintendent so the work can be scheduled for the following work day. The on-call person must mark the entire area in white paint and notify USA (during USA's business hours 7:00 a.m. -5:00 p.m.) at 1-800-227-2600.

All work orders must be completed and turned in no later than 7:00 a.m. the following work day.

**Other Duties**

During regular working hours (10-15 minutes prior to close of day) the on-call person shall: lock up all outside equipment and buildings, lock up fuel pumps and ensure the Corporation Yard is secured. On-call personnel will not receive additional compensation for these duties.

If the on-call person is the last person to leave the Corporation yard they must set the alarm to the building. On-call personnel will not receive additional compensation for these duties.

**Vehicle**

A service truck is provided for on-call emergency response.

A VCL must be completed by the on-call person before the end of the regular work day when assuming on-call duty. On-call personnel will not receive additional compensation for these duties.

The truck is for District business only and passengers other than District personnel are not allowed in the vehicle.

Wash and clean out the on-call truck on Tuesday morning during regular business hours starting at 7:00 a.m. On-call personnel will not be compensated for washing the on-call truck on weekends, holidays or after regular working hours. All tools, parts, and equipment must be cleaned and maintained to District standards.

**Pay**

All on-call personnel are compensated with on-call pay for being on-call, for travel to and from the District and for talking with customers on the phone. On-call personnel will not receive additional compensation for these duties.

Additional compensation will be provided only when the on-call person physically responds to the emergency call. Any assistance needed for on-call emergencies are to be reported to the Field Superintendent.

All additional compensation will be reviewed by the Field Superintendent before payment is made.

**Changes in On-Call**

Any changes or substitutions to the on-call schedule must be approved by the Field Superintendent. When illness, injury or other reasons prevent an operator from being on-call, the District will ask for volunteers. If no one volunteers to cover the on-call, the District will either assign an operator to take on-call or move all employees up on the on-call roster.

The on-call person cannot work back-to-back weeks on call. (There must be a 24 hour separation or down time between the weeks).

**Notification**

If the Field Superintendent is out for any absence, the on-call operator must call the General Manager or other District Designated Representative.

**Emergencies**

The length of on-call duty will be for 7 straight days beginning Tuesday at 7:00 a.m. and ending the following Tuesday at 6:59 a.m.

On-call personnel are provided a cell phone and a laptop computer to assist in on-call duties. If the on-call person receives a phone call, they must respond within 5 minutes of the call to the customer. If the on-call person receives a plant alarm, the operator is required to utilize the laptop to determine the significance of the alarm. Responding to a phone call or utilizing the laptop computer (checking the laptop, monitoring activity, and making minor changes or adjustments via the laptop) is part of on-call duty. On-call personnel will not receive additional compensation for these duties.

When a call is received from the answering service, a service order must be initiated by the on-call person stating all relevant information. If a SCADA alarm is received, an entry must be made in the plant log book. If it is determined that immediate attention is needed, the on-call person must notify the Production Superintendent immediately if additional personnel are needed to facilitate repairs.

The on-call person will respond to emergencies only, unless directed by Production Superintendent. Examples of emergency include making major changes, responding to alarms at the WTP, or water quality calls on site.

The on-call person is required to physically respond to on-call emergencies and be on site within 30-45 minutes. If at any time during an operator's on-call duty they cannot respond to the site within 45 minutes, the employee shall notify the Superintendent immediately.

**Other Duties**

If the on-call person is the last person to leave the WTP, they must set the alarm to the building. On-call personnel will not receive additional compensation for these duties.

**Vehicle**

A service truck is provided for on-call emergency response and regularly scheduled weekend work.

A VCL must be completed by the on-call person before the end of the regular work day when assuming on-call duty. On-call personnel will not receive additional compensation for these duties.

The truck is for District business only and passengers other than District personnel are not allowed in the vehicle.

Wash and clean out the on-call truck on Tuesday morning during regular business hours starting at 7:00 a.m. On-call personnel will not be compensated for washing the on-call truck on weekends, holidays or after regular working hours. All tools, parts, and equipment must be cleaned and maintained to District standards.

**Pay**

All on-call personnel are compensated with on-call pay for being on-call, for travel to and from the District and for talking with customers on the phone. On-call personnel will not receive additional compensation for these duties.

Additional compensation will be provided only when the on-call person physically responds to the emergency call. All emergency calls are to be reported to the Superintendent.

Weekend work associated with on-call duty (thorough plant checklist, lab tests, and active well site checks) shall not exceed 2.5 hours per day unless the Superintendent has authorized and approved the additional time.

All additional compensation will be reviewed by the Superintendent before payment is made.

**Changes in On-Call**

Every month the Superintendent shall prepare an on-call schedule. Any changes or substitutions to the on-call schedule must be approved by the Superintendent. When illness, injury or other reasons prevent an operator from being on-call the District will ask for volunteers. If no one volunteers to cover the on-call, the District will either assign an operator to take on-call or move all employees up on the on-call roster.

The on-call person cannot work back-to-back weeks on call. (There must be a 24 hour separation or down time between the weeks).

**Notification**

If the Superintendent is out for any absence, the on-call operator must call the General Manager or other District Designated Representative.

## APPENDIX B

### SALARY SCHEDULES

#### FY 2025-26 Salary Schedule Represented Employees Effective 07/01/2025

Distribution		Step 1	Step 2	Step 3	Step 4
Distribution Operator 1	Hourly	25.5889	26.6552	27.7658	28.9227
	Monthly	4,435.41	4,620.24	4,812.74	5,013.27
	Yearly	53,224.91	55,442.82	57,752.86	60,159.22
Distribution Operator 2	Hourly	39.8794	41.5412	43.2719	45.0749
	Monthly	6,912.43	7,200.48	7,500.46	7,812.98
	Yearly	82,949.15	86,405.70	90,005.55	93,755.79
Distribution Operator 3	Hourly	45.1601	47.0418	49.0018	51.0435
	Monthly	7,827.75	8,153.91	8,493.65	8,847.54
	Yearly	93,933.01	97,846.94	101,923.74	106,170.48

Production		Step 1	Step 2	Step 3	Step 4
Treatment Operator 1	Hourly	N/A	N/A	N/A	N/A
	Monthly	N/A	N/A	N/A	N/A
	Yearly	N/A	N/A	N/A	N/A
Treatment Operator 2	Hourly	39.4399	41.0831	42.7950	44.5781
	Monthly	6,836.25	7,121.07	7,417.80	7,726.87
	Yearly	82,034.99	85,452.85	89,013.60	92,722.45
Treatment Operator 3	Hourly	45.7623	47.6691	49.6552	51.7242
	Monthly	7,932.13	8,262.64	8,606.90	8,965.53
	Yearly	95,185.58	99,151.73	103,282.82	107,586.34
Treatment Operator 4	Hourly	53.3612	55.5846	57.9006	60.3132
	Monthly	9,249.28	9,634.66	10,036.10	10,454.29
	Yearly	110,991.30	115,615.97	120,433.25	125,451.46

**Note: Monthly and Yearly Salaries are the average based on 2080 hours.**

**APPENDIX C**  
**EMPLOYEE GRIEVANCE FORMS**

**AFSCME, LOCAL 146 AND CARMICHAEL WATER DISTRICT  
GRIEVANCE FORM**

Grievance # \_\_\_\_\_

**LEVEL I: GRIEVANT'S STATEMENT OF PROBLEM AND INFORMAL  
RESOLUTION WITH DEPARTMENT HEAD/DESIGNEE**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
Supervisor's Name Title Department

FROM: \_\_\_\_\_  
Grievant Title Department

1. What specific Article and Section of the Agreement do you believe has been violated?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. When (date) did you learn of the event or circumstances on which your grievance is based? \_\_\_\_\_

3. Statement of the grievance (who, what, where, when) and circumstances involved: (be precise). Attach extra sheets if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Remedy sought:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Grievant's Signature Date

\_\_\_\_\_  
Representative's Name

cc: Grievance File



Grievance # \_\_\_\_\_

**LEVEL I: SUPERVISOR'S RESPONSE**

DATE: \_\_\_\_\_

Date informal conference/meeting held: \_\_\_\_\_

Present at informal meeting (list names): \_\_\_\_\_

\_\_\_\_\_

TO: \_\_\_\_\_

Grievant's Name

Title

Department

FROM: \_\_\_\_\_

Supervisor's Name

Title

Department

1. Response to original statement of grievance dated: \_\_\_\_\_

2. Supervisor's decision (be precise): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Resolution/remedy suggested, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Attachment: Grievant's Statement of Problem

cc: AFSCME President  
AFSCME Representative  
Grievance File

Grievance # \_\_\_\_\_

**LEVEL II: FORMAL GRIEVANCE WITH GENERAL MANAGER/DESIGNEE**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_  
Grievant's Name

1. Please attach copies of:

A. Level 1 Grievant's Statement of the Problem

B. Level 1 Supervisor's Response

2. Reason for formal grievance (be precise): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Representative's Name

Attachments:      Level 1 Grievant's Statement  
                            Level 1 Supervisor's Response

cc:      AFSCME President  
            AFSCME Representative  
            Supervisor  
            Grievance File

Grievance # \_\_\_\_\_

**LEVEL II: GENERAL MANAGER/DESIGNEE'S RESPONSE**

DATE: \_\_\_\_\_

Date Conference held: \_\_\_\_\_

TO: \_\_\_\_\_  
Grievant's Name Title

FROM: \_\_\_\_\_  
General Manager/Designee

1. Response to original statement of grievance dated: \_\_\_\_\_

2. General Manager/Designee decision (be precise and brief): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Resolution/remedy suggested, if any: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
General Manager or Designee Signature

cc: AFSCME President  
AFSCME Representative  
Supervisor  
Grievance File

Grievance # \_\_\_\_\_

**LEVEL III: MEDIATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
General Manager/Designee

FROM: \_\_\_\_\_  
Grievant's Name

I disagree with your Level II decision about my grievance, and I request mediation of this dispute.

\_\_\_\_\_  
Grievant's Signature

cc: AFSCME President  
AFSCME Representative  
Supervisor  
Grievance File

**APPENDIX D**  
**JOB DESCRIPTIONS**

## **CARMICHAEL WATER DISTRICT Classification Specification**

**Job Class:** Distribution Operator (DO) Series (D01 – D03)  
**FLSA Status:** Non-Exempt  
**Supervisor:** Field Superintendent  
**Effective Date:** July 1, 2022

### **Description**

Under supervision, Distribution Operators in this series perform a variety of unskilled to skilled labor and technical work in the construction and maintenance of pipelines and water services; construction work in the fabrication and assembly of utility water projects. To organize and prioritize assigned workload and staff, in order to complete assigned projects.

### **Distinguishing Characteristics**

Distribution Operator 1 (DO1): This is an entry level class in the Distribution Operator series. Operators in this class work under close supervision while learning job tasks. Positions at this level are distinguished from other classes or positions within the series by the ability to perform the full range of duties assigned. Operators in this class are unable to perform on-call duties.

Distribution Operator 2 (DO2): This is the journey level class in the Distribution Operator series. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility. Positions at this level are distinguished from other classes or positions within the series by the ability to perform the full range of duties assigned including being able to perform on-call duties.

Distribution Operator 3 (DO3): This is the journey level class in the Distribution Operator series. Employees at this level are required to be highly trained in all procedures related to assigned areas of responsibility. Positions at this level are distinguished from other classes or positions within the series by the possession of a California Department of Public Health (CDPH) Grade D3 Certification, the ability to perform the full range of duties assigned at an advanced and independent level including assuming responsibility to direct a crew, problem solving skills, customer service skills, and being able to perform on-call duties.

For open positions in this series, operators may be advanced provided they meet the required certification level, experience and minimum qualifications for the job class as described in the Distribution Operator Series job description.

### **Supervision Received and Exercised**

Distribution Operator 1 (DO1): Receives immediate supervision from the Superintendent or District Designated Representative and may receive technical and functional direction from journey level operators.

Distribution Operator 2 (DO2): Receives immediate supervision from a DO3 Operator, the Field Superintendent or District Designated Representative; and may receive technical and functional direction from other journey level operators. May exercise technical and functional direction over less certified or experienced distribution operators. Exercises technical and functional direction over assigned distribution operators in the absence of a DO3 operator on assigned crew.

Distribution Operator 3 (DO3): Receives immediate supervision from the Field Superintendent or District Designated Representative; and may receive technical and functional direction from other journey level operators. Exercises technical and functional direction over less certified or experienced distribution operators. Directs crew.

### **Essential Duties and Responsibilities**

The following duties are typical for this classification series. Depending upon the assignment, the employee may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Perform a variety of duties associated with the repair and replacement of water distribution systems including main line, service line, fire hydrant, main line valve and meters. Duties include but are not limited to:
  - Locate and inspect properties for existing facilities and property usage.
  - Evaluate and make recommendations on improvements to existing facilities.
  - Construction and maintenance of facilities which requires a variety of unskilled or semi-skilled heavy labor (i.e. dig, cut, pipe fitting, load and unload equipment and materials)
- Respond to, mark and locate District facilities for Underground Service Alert compliance.
- Operate heavy equipment, dump truck, air compressor, backhoe, jackhammer, trencher, boring machine and variety of hand tools.
- Ensure that all materials are properly managed and accurately recorded for each service order.
- Ensure that all service orders and associated paperwork are completed accurately and returned each day.
- Perform excellent timely customer service which includes but is not limited to:
  - Inform customers of scheduled work and work in progress (i.e. deliver notifications, speak with customer).
  - Investigate complaints, claims, reports of encroachment and vandalism.
  - Take necessary action to correct situations.
  - Perform customer shut off procedures (i.e. door-hangers, shut offs, lock ups, service reinstates).
  - Perform conservation patrol as required.
  - Collect routine water quality samples for laboratory testing.
- Perform general maintenance activities (i.e. maintain, clean, oil, lube, store, etc.), and general housekeeping (i.e. sweep, clean, landscape, and trim bushes and trees), facilitate repairs as needed, and complete safety and compliance activities (i.e. inspection, logs, reports, etc.) which include but are not limited to:
  - Vehicles.
  - Equipment.
  - Facilities.
  - Tools.
  - Lockout/Tagout procedures.
  - Confined space procedures.
- Attend, support and participate in training.
- Participate and comply with safety programs and procedures for employees.

- Comply with all District policies and procedures (i.e. Policy Manual, Rules and Regulations Manual, Emergency Response Plan, IIPP, etc.).
- Ensure all work performed is completed to District standards.

**DO1 are expected to learn the essential duties with the assistance of the DO2, DO3 and direction of Superintendent. DO1 will not perform shut offs and operate heavy or power equipment until qualified.**

**Additional Essential Duties and Responsibilities for Distribution Operator 2 and 3 (DO2 - DO3)**

- Ensure daily direction and work performance of assigned employees (crew) including but not limited to:
  - follow all safety standards
  - secure job sites and work areas to protect District employees, the general public and vehicular traffic (i.e. traffic control)
  - employ proper personnel protective equipment (PPE) standards.
- May provide training to other employees.
- Perform on-call procedures as required, including evenings, weekends, holidays and emergencies.

**Qualifications**

**Distribution Operator 1 (DO1):**

Operators in this class must possess ***knowledge and abilities*** identified below:

*Knowledge of:*

- Tools and equipment used in distribution system construction.
- Customer service
- Principles of mathematics, biology and chemistry.
- Standard safety practices and programs.

*Ability to:*

- Safely operate motor vehicles and power-driven equipment (i.e. dump truck, air compressor, jackhammer, etc.)
- Use a variety of hand and power tools.
- Perform heavy physical labor requiring strength, dexterity and agility.
- Follow both oral and written instructions.
- Perform assigned duties.
- Perform water distribution mathematical calculations.
- Perform basic computer functions and familiarity with applicable software programs.
- Communicate clearly and concisely both orally and in writing.
- Exercise good judgment.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, electronic devices (i.e. laptop, smart phones, tablet, GPS, etc.), personal computer and software applications for word processing, graphic presentations, spreadsheets, and other job-related software.



### **Distribution Operator 2 (DO2):**

Operators in this class must possess advanced **knowledge and abilities** of Distribution Operator 1 (DO1) in addition to those identified below:

#### *Knowledge of:*

- Principles and practices of distribution system operations and maintenance processes.
- Methods and materials used in distribution system construction.
- Principles and practices of lead supervision.
- Read and interpret piping and distribution diagrams, blue prints and maps.
- Regulatory compliance requirements.
- Conflict resolution.

#### *Ability to:*

- Safely operate additional power-driven equipment (i.e. backhoe, forklift, trencher, boring machine, etc.)
- Diagnose distribution operational problems and correct or provide recommendations.
- Communicate needed follow-up and schedule for field work.
- Perform assigned on-call duty, making operational adjustments as required.
- Work independently, demonstrating initiative and independent thinking.
- Identify and correct unusual, inefficient, or dangerous operating conditions.
- Maintain records and prepare reports.
- Effectively train less qualified personnel.
- Effectively manage time and workload to maximize productivity.
- Effectively represent the District with the public, community groups, contractors, and other organizations.

### **Distribution Operator 3 (DO3):**

Operators in this class must possess **advanced knowledge and advanced abilities** of Distribution Operator 2 (DO2) in addition to those identified below:

#### *Ability to:*

- Ensure regulatory compliance.
- Ensure and correct standard safety practices and programs.
- Draft, read and interpret piping and distribution diagrams, blue prints and maps.
- Perform advanced level water distribution mathematical calculations.
- Plan, schedule and coordinate field work.
- Direct and explain processes clearly and concisely.

### **Physical Requirements**

The physical requirements herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- May travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District related duties and activities.
- Communicate orally and in writing with District management, co-workers, and the public in one-to-one and group settings.
- Vision and hearing within normal ranges with or without correction.

- Regularly use telephone for communications.
- Regularly use electronic devices.
- Typically work in a field environment doing the following physical activities:
  - Occasionally: sit, fine manipulation, ride in a vehicle.
  - Frequently: walk, stand, squat, climb, crawl, twist, repetitive use of hands, grasp, push, pull, reach above and below shoulder level, lift and carry up to 60 lbs., operate equipment, operate stationary machinery, operate vehicle or mobile equipment, operate dump truck, equipment, heavy machinery, dig with a shovel and hand tools.
  - Heavy manual labor requiring continuous kneeling, bending, lifting, and operation of manual and power tools.
  - Differentiate between and perceive color, sound, smell, taste, texture and form.
- Occasionally work in an office environment: at a desk or table, sit or stand for extended time periods.

### **Environmental and Working Conditions**

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- The performance of this position requires exposure to job site, distribution and production areas where:
  - Exposure to environmental conditions:
    - Occasionally: Chemicals/Caustics, confined space, heights, allergenic plants/materials.
    - Frequently: Dusts/mists/fumes/smoke/gases, wet damp surfaces, extreme heat/cold, noise.
  - Regularly work around machinery with moving parts or stationary equipment.
  - Regularly work on various types of terrain and footing which may be slippery or uneven.
  - Regularly work around moving objects or vehicles.
  - Certain areas require the use of personal protective and safety equipment (i.e. hard hats, steel toed boots, safety glasses and hearing protection).
- Occasionally work indoors in ambient room temperatures and lighting and be around office equipment as found in a typical office environment.

### **Education, Experience, and Certification**

*Required:*

- Equivalent to the completion of the 12<sup>th</sup> grade.

#### **Distribution Operator 1 (DO1):**

- Possess and maintain a California State Water Resources Control Board (SWRCB) Grade D1 Certification within 12 months.
- Possess and maintain a SWRCB Grade D2 Certification within 24 months from date of hire.

Distribution Operator 2 (DO2):

- Possess and maintain a SWRCB Grade D2 Certification.
- One full-time year equivalent to a Distribution Operator 1 (DO1) with the Carmichael Water District.

Distribution Operator 3 (DO3):

- Possess and maintain a SWRCB Grade D3 Certification.
- Two full-time years of increasingly responsible experience working as a distribution operator including one full-time year equivalent to a Distribution Operator 2 (DO2) with the Carmichael Water District.

**Licenses**

**Required:**

- Proof of good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration.

Distribution Operator 1 (DO1):

- Possess and maintain a valid State of California Class C driver's license.
- Possess and maintain a valid State of California Class B or Class A commercial driver's license within 24 months from date of hire.

Distribution Operator 2 (DO2):

- Possess and maintain a valid State of California Class C driver's license.
- Possess and maintain a valid State of California Class B or Class A commercial driver's license within 12 months from the date of hire.

Distribution Operator 3 (DO3):

- Possess and maintain a valid State of California Class B or Class A commercial driver's license.

**License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.**

***NOTE: The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.***

**Classification Specification**

**Job Class:** Treatment Operator (TO) Series (TO1 – TO4)  
**FLSA Status:** Non-Exempt  
**Supervisor:** Production Superintendent  
**Effective Date:** August 2, 2018

**Description**

Under supervision, Treatment Operators in this series perform a variety of semi-skilled and skilled labor in the areas of operation, maintenance and repair of potable water production facilities and distribution system operations.

**Distinguishing Characteristics**

Treatment Operator 1 (TO1): This is an entry level class in the Treatment Operator series. Operators in this class work under close supervision while learning job tasks. Distinguished from other classes within the series by the possession of required certification and by the knowledge and ability to perform the full range of duties assigned.

Treatment Operator 2 (TO2): This is the intermediate level class in the Treatment Operator series. Distinguished from other classes within the series by the possession of required certification and by the knowledge and ability to perform the full range of duties assigned at an intermediate level.

Treatment Operator 3 (TO3): This is the journey level class in the Treatment Operator series. Distinguished from the Treatment Operator 2 (TO2) by the possession of required certification, by the knowledge and ability to perform the full range of duties assigned at an advanced and independent level including serving as shift operator, and being able to perform on-call duties.

Treatment Operator 4 (TO4): This is the journey level class in the Treatment Operator series. Distinguished from the Treatment Operator 3 (TO3) by the possession of required certification, by the knowledge and ability to perform the full range of duties assigned at a proficient and independent level including assuming responsibility of the water production system in the absence of the Production Superintendent.

For open positions in this series, operators may be advanced provided they meet the required certification level, experience and minimum qualifications for the job class as described in the Treatment Operator Series job description.

**Supervision Received and Exercised**

Treatment Operator 1 (TO1): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from journey level operators.

Treatment Operator 2 (TO2): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from journey level operators.

Treatment Operator 3 (TO3): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from other journey level operators. May exercise technical and functional direction over

Treatment Operator 4 (TO4): Receives immediate supervision from the Production Superintendent or District Designated Representative and may receive technical and functional direction from other journey level operators. Exercises technical and functional direction over less certified or experienced treatment operators.

### **Essential Duties and Responsibilities**

The following duties are typical for this classification series. Depending upon the assignment, the employee may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Perform excellent timely customer service.
- Perform general maintenance activities (i.e. maintain, clean, oil, lube, store, etc.), and general housekeeping (i.e. sweep, clean, landscape, and trim bushes and trees), facilitate repairs as needed, and complete safety and compliance activities (i.e. inspection, logs, reports, etc.) which include but are not limited to:
  - Vehicles.
  - Equipment.
  - Facilities.
  - Tools.
  - Lockout/Tagout procedures.
  - Confined space procedures.
- Attend, support and participate in training.
- Use a variety of hand and power tools.
- Operate motor vehicles.
- Participate and comply with safety programs and procedures for employees.
- Comply with all District policies and procedures (i.e.: Policy Manual, Rules and Regulations Manual, Emergency Response Plan, IIPP, etc.).
- Ensure all work performed is completed to District standards.
- Operate a variety of standard office equipment, telephone, electronic devices (i.e. laptop, smart phones, tablet, GPS, etc.), personal computer and software applications for word processing, graphic presentations, spreadsheets, and other job-related software (i.e.: SCADA system).

### **Additional Essential Duties and Responsibilities for Treatment Operator 2 (TO2)**

- Maintain the District's water production facilities, membranes, telemetry, pumps, compressors and chemical feed equipment.
- Perform a variety of water quality tests such as pH, chlorine residual testing, temperature, turbidity, particle counting, and coliform tests.
- Prepare water quality spreadsheets and reports.
- Collect samples and perform laboratory analysis.
- Perform required equipment calibration on a variety of water quality monitoring equipment.
- Operate SCADA (Supervisory Control and Data Acquisition) computer to control flow of water, chemical feed and distribution system pressures; monitors gauges and meters;

maintain shift log.

- Work independently, demonstrate initiative and independent thinking, and provide

- May provide training to other employees.
- Perform excellent timely customer service including but not limited to:
  - Inform customers of scheduled backflow testing.
  - Investigate water quality complaints.
  - Take necessary action to correct situations.
  - Perform conservation patrol as required.
  - Collect routine water quality samples for laboratory testing.
- Maintain compliance with laws, rules, regulations and ordinances relating to District activities.

### **Additional Essential Duties and Responsibilities for Treatment Operator 3 (TO3)**

- Perform on-call procedures as required, including evenings, weekends, holidays and emergencies.
- Perform backflow device testing.
- Provide training to other employees.
- Perform as shift operator and may exercise technical and functional direction over less certified or experienced treatment operators including but not limited to:
  - follow all safety standards.
  - secure job sites and work areas to protect District employees, the general public and vehicular traffic (i.e. traffic control).
  - employ proper personnel protective equipment (PPE) standards.

### **Additional Essential Duties and Responsibilities for Treatment Operator 4 (TO4)**

- Diagnose water production operational problems, problem solve, make corrections, and report.
- Assume responsibility of the water production system in the absence of the Production Superintendent.

### **Qualifications**

#### **Treatment Operator 1 (TO1):**

Operators in this class must possess **knowledge and abilities** identified below:

#### ***Knowledge of:***

- Operating principles of water production equipment and machinery.
- Principles of mathematics, biology and chemistry.
- Standard safety practices and programs.
- Effective preventative maintenance programs.
- Customer service

#### ***Ability to:***

- Safely operate motor vehicles and power-driven equipment (i.e. air compressor, forklift, chlorine delivery truck).
- Use a variety of hand and power tools.
- Follow both oral and written instructions.

- Perform assigned duties.
- Perform water treatment mathematical calculations.
- Perform physical labor requiring strength, dexterity and agility.

- Effectively manage time and workload to maximize productivity.
- Establish and maintain cooperative working relationships.
- Operate a variety of standard office equipment, telephone, electronic devices (i.e. laptop, smart phones, tablet, GPS, etc.), personal computer and software applications for word processing, graphic presentations, spreadsheets, and other job-related software (i.e.: SCADA system).
- Effectively represent the District with the public, community groups, contractors, and other organizations.

### **Treatment Operator 2 (TO2):**

Operators in this class must possess ***intermediate knowledge and intermediate abilities*** of Treatment Operator 1 (TO1) in addition to those identified below:

#### ***Knowledge of:***

- Principles and practices of water production system operations and maintenance processes.
- Principles of membrane filtration.
- Hazardous chemicals used in water treatment.
- Methods for conducting and interpreting water quality analysis.
- Regulatory compliance requirements.
- Surface and groundwater contaminants.
- Current and emerging water regulations.
- Safety programs specific to the water industry.

#### ***Ability to:***

- Operate, maintain and repair water production equipment.
- Skillfully use a variety of hand and power tools.
- Work independently, demonstrating initiative and independent thinking.
- Identify and report unusual, inefficient, or dangerous operating conditions.
- Use computer efficiently. Proficient with software packages including Word and Excel.
- Organize data, maintain records, and prepare reports.
- Understand, interpret and apply laws, rules, regulations and ordinances relating to District activities.

### **Treatment Operator 3 (TO3):**

Operators in this class must possess ***advanced knowledge and advanced abilities*** of Treatment Operator 2 (TO2) in addition to those identified below:

#### ***Knowledge of:***

- Principles and practices of lead supervision.
- Maintenance and operations activities of an operational water treatment facility.
- Backflow and Cross-Connection.
- SCADA systems used in the water industry.
- Customer service techniques and conflict resolution.

*Ability to:*

- Perform assigned on call duty, making operational adjustments as required

**Treatment Operator 4 (TO4):**

Operators in this class must possess **proficient knowledge and proficient abilities** of Treatment Operator 3 (TO3) in addition to those identified below:

*Knowledge of:*

- Membrane filtration technology including but not limited to: types of membranes, cleaning procedures and pinning.
- Budgeting practices.

*Ability to:*

- Diagnose water production operational problems and provide recommendations.
- Solve problems and provide corrective action with little or no supervision.
- Explain production processes clearly and concisely.
- Manage department safety program.
- Plan, schedule and coordinate field repair operations.
- Assume responsibility of the water production system in the absence of the Production Superintendent.

**Physical Requirements**

The physical requirements herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

- May travel occasionally by airplane conducting District business.
- Travel regularly by vehicle for District related duties and activities.
- Communicate orally and in writing with District management, co-workers, and the public in one-to-one and group settings.
- Vision and hearing within normal ranges with or without correction.
- Regularly use telephone for communications.
- Regularly use electronic devices.
- Typically work in a field environment doing the following physical activities:
  - Occasionally: sit, bend (waist), squat, climb, kneel, crawl, twist, grasp, fine manipulation, push, pull, operate equipment/stationary machinery, operate vehicle or mobile equipment, operate heavy machinery, ride in a vehicle, dig or use hand tools, lift and carry up to 60 lbs.
  - Frequently: walk, stand, bend (neck), repetitive use of hands, reach above and below shoulder level, lift and carry up to 10 lbs.
  - Differentiate between and perceive color, sound, smell, taste, texture and form.
- Occasionally work in an office environment: at a desk or table, sit or stand for extended time periods.



### **Environmental and Working Conditions**

The environmental and working conditions herein are representative of those an employee encounters while performing the essential functions of this job. *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- The performance of this position requires exposure to job site, distribution and production areas where:
  - Exposure to environmental conditions:
    - Occasionally: Dusts/mists/fumes/smoke/gases, wet damp surfaces, extreme heat/cold, noise, chemicals/caustics, confined space, heights, allergenic plants/materials.
    - Both indoors and outdoors in all weather conditions and significant temperature changes between cold and heat.
  - Regularly work around machinery with moving parts or stationary equipment.
  - Regularly work on various types of terrain and footing which may be slippery or uneven.
  - Regularly work around moving objects or vehicles.
  - Certain areas require the use of personal protective and safety equipment (i.e. hard hats, steel toed boots, safety glasses and hearing protection).
- Occasionally work indoors in ambient room temperatures and lighting and be around office equipment as found in a typical office environment.

### **Education, Experience, and Certification**

#### **Required:**

- Equivalent to the completion of the 12<sup>th</sup> grade.

#### **Treatment Operator 1 (TO1):**

- Possess and maintain a 40 Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Certificate within 6 months from date of hire.
- Possess and maintain a California State Water Resources Control Board (SWRCB) Grade T1 Certification within 12 months.
- Possess and maintain a SWRCB Grade D1 Certification within 12 months .
- Possess and maintain a SWRCB Grade T2 Certification within 24 months.

#### **Treatment Operator 2 (TO2):**

- Possess and maintain a SWRCB Grade T2 Certification.
- Possess and maintain a 40 Hour HAZWOPER Certificate within 6 months from date of hire.
- Possess and maintain a SWRCB Grade D1 Certification within 12 months.
- Possess and maintain a SWRCB Grade T3 Certification within 24 months from date of hire.
- One full-time year of increasingly responsible experience equivalent to a Treatment Operator 1 (TO1) with the Carmichael Water District.

#### Treatment Operator 3 (TO3):

- Possess and maintain a SWRCB Grade T3 Certification.
- Possess and maintain a 40 Hour HAZWOPER Certificate within 6 months from date of hire.
- Possess and maintain a SWRCB Grade D2 Certification within 12 months.
- Possess and maintain an American Water Works Association (AWWA) Backflow Prevention Assembly Tester Certification within 12 months from date of hire.
- Two full-time years of increasingly responsible experience equivalent to a Treatment Operator including one full-time year equivalent to a Treatment Operator 2 (TO2) with the Carmichael Water District.

#### Treatment Operator 4 (TO4):

- Possess and maintain a SWRCB Grade T4 Certification.
- Possess and maintain a SWRCB Grade D2 Certification.
- Possess and maintain a 40 Hour HAZWOPER Certificate within 6 months from date of hire.
- Possess and maintain an AWWA Backflow Prevention Assembly Tester Certification within 12 months from date of hire.
- Four full-time years of increasingly responsible experience working as a Treatment Operator including two full-time years equivalent to a Treatment Operator 3 (TO3) with the Carmichael Water District.

### **Licenses**

#### **Required:**

- Possess and maintain a valid California Class C driver's license.
- Proof of good driving record as evidenced by freedom from multiple or serious traffic violations or accidents for at least two years duration.
- While a California Commercial Driver's License with a Hazardous Materials Endorsement (HME) is not required for the job position, the District reserves the right to require this license based on regulatory or operational changes that necessitate the need for such licensure as a management right without any obligation to meet and confer with the Union. To the extent the District will require a California Commercial Driver's License with a Hazardous Materials Endorsement (HME), it will provide 90 days advance notice to current employees to provide an opportunity to obtain the license.

**License and Certification Maintenance: Employee is responsible to complete the designated number of contact hours (i.e.: continuing education and/or training requirements) and licensing requirements to maintain all required licenses and certifications as a condition of continued employment.**

***NOTE: The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria that are performed by most incumbents, but other related duties may be performed. Not all duties listed are necessarily performed by each individual.***