# MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY WATER DISTRICT ("DISTRICT") AND THE ORANGE COUNTY WATER DISTRICT EMPLOYEES ASSOCIATION ("OCWDEA")

### **PREAMBLE**

Pursuant to Government Code Section 3500, et seq., representatives of the Orange County Water District Employees Association ("OCWDEA") have met and conferred with the representatives of the Orange County Water District ("District") and have reached an understanding and recommend that the Board of Directors for the OCWD adopt the following Memorandum of Understanding (MOU):

#### ARTICLE I TERM OF AGREEMENT

The term of this agreement shall be effective July 1, 2021 to June 30, 2026.

### ARTICLE II RECOGNITION

This agreement applies to all employees represented by the OCWDEA as set forth in the attached salary table (Appendix A).

#### ARTICLE III COMPENSATION

Effective July 1, 2021, all employees covered by this Agreement shall receive a base salary increase of two percent (2.0%). Effective July 1, 2022, all employees covered by this Agreement shall receive a base salary increase of two percent (2.0%). Effective July 1, 2023, all employees covered by this Agreement shall receive a base salary increase of two percent (2.0%). Effective July 1, 2024, all employees covered by this Agreement shall receive a base salary increase of two and a half percent (2.5%). Effective July 1, 2025, all employees covered by this Agreement shall receive a base salary increase of two and a half percent (2.5%). Said adjustments shall be made to the current salary schedule attached hereto as Appendix A. After adjustments have been made, the updated Salary Schedules will be updated and posted on the District's website.

#### ARTICLE IV HEALTH INSURANCE

Subject to the reopener language as outlined below in subparts G-I of Article IV of this MOU, the parties agree to a continuation of the health plans currently in place with the following changes:

- A. Effective January 1, 2022, increase the District's contributions by up to \$245.00 per month per benefit level or 100% of the premium rate increase, whichever is less. (See Note below in subpart H.3.)
- B. Effective January 1, 2023, increase the District's contributions by up to \$255.00 per month per benefit level or 100% of the premium rate increase, whichever is less. (See note below in subpart H.3.)
- C. Effective January 1, 2024, increase the District's contributions by up to \$265.00 per month per benefit level or 100% of the premium rate increase, whichever is less. (See note below in subpart H.3.)
- D. Effective January 1, 2025, increase the District's contributions by up to \$275.00 per month per benefit level or 100% of the premium rate increase, whichever is less. (See note below in subpart H.3.)
- E. Effective January 1, 2026, increase the District's contributions by up to \$285.00 per month per benefit level or 100% of the premium rate increase, whichever is less. (See note below in subpart H.3.)
- F. Proportionate allocation of any decrease in medical premium.

Any decrease in health premiums will be shared proportionately between OCWD and the employees. The proportion allocation is dependent upon the percentage of the existing premium paid by the employer and employee.

- G. The parties recognize the fundamental importance of the health insurance benefit to the employees and the District. The parties also recognize that certain changes to State and Federal laws, programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions of this MOU, either party may request to reopen Article IV regarding medical insurance for the purposes of discussing alternative approaches and proposals to providing healthcare coverage.
- H. This Article shall automatically reopen if at any time during the term of this MOU:
  - 1. The District is notified of a change in insurance carriers, a change in benefit plans, or a change in administrators, and such change has a material or significant affect or impact on actual benefits received by unit members covered by this MOU.
  - 2. The District elects to change insurance carriers, change or add benefit plans, change administrators, or offers alternative plans such as a Health Savings Account to accompany the District's High Deductible Health Plan, and such

change has a material or significant affect or impact on actual benefits received by members of this MOU.

- 3. The District contributions for health insurance set forth above in this Article IV in subparts A-F, are not subject to the reopener language and shall remain as stated for the full term of this MOU.
- I. Rights under AB 646 fully preserved.
  - 1. It is the specific intent of the parties to this Agreement that Article IV of this MOU shall preserve the full rights of the parties in the event of a reopener, and in the event of an impasse, as provided for in Government Code Section 3505.4 et seq. (AB 646).
  - 2. In the event that a health care reopener of this Article occurs and the parties fail to reach an agreement on any proposed changes, the existing health care plan options/benefits will remain in effect until the exhaustion of the impasse process set forth in Government Code Section 3505.4 et seq. (AB646).
  - 3. In view of the short time period involved in plan renewals or plan changes, the parties agree to expedite the meet and confer process and impasse process, if requested, as quickly as possible.

### ARTICLE V COVERAGE FOR RETIREES

The District contribution for health insurance for retirees and surviving spouses shall be the same as for active employees as adjusted and set forth in Article IV. However, based on a change in insurance carrier and related benefit plans being implemented by ACWA/JPIA, the parties agree to a reopener once the benefit plan rates have been published to discuss the District's contributions for health insurance for retirees.

Any current, or, future retiree, who elects post-retirement health coverage and becomes eligible for Medicare benefits shall designate Medicare as his/her primary insurance coverage (District's coverage will be secondary/supplemental) provided, however, retiree and survivor medical coverage in sections 12.2.1 and 12.2.2 of the Personnel Manual for employees hired on or after July 1, 2009, will terminate upon eligibility for Medicare.

### ARTICLE VI 457(B) DEFERRED COMPENSATION EMPLOYER MATCH

Effective July 1, 2021, and only for the term of this Agreement, the District will match each employee's voluntary contribution to the OCWD Deferred Compensation Plan, up to a maximum of \$75 per pay period (\$1950/year) for the five years of the contract.

#### ARTICLE VII SHIFT DIFFERENTIAL

Increase graveyard shift differential to 10%.

### ARTICLE VIII EDUCATIONAL ASSISTANCE

Agreement to update the Personnel Manual language in Section 15.1 (Education Assistance) to allow budgeted department funds to be used for the cost and/or renewal of certifications and/or memberships to recognized professional organizations. Reimbursements shall be subject to District pre-approval, and;

Add language to the Personnel Manual identifying that employees wishing to obtain approval for memberships in Professional Organizations and/or Certificate Renewal can request such through their Manager, Human Resources, or directly to the District General Manager. Employees are encouraged to follow their chain of command and final approval is subject to concurrence by the District General Manager. Employees will only be eligible after passing their new hire probationary period.

### ARTICLE IX PERSONNEL MANUAL

OCWD and OCWDEA will work together over the next 45 days on several changes to the District's Personnel Manual, which will become final at such a time as both parties reach agreement.

Dated: July 7, 2021.

ORANGE COUNTY WATER DISTRICT

("OCWD")

Laura Drottz Kalty

Stephanie Dosier

ORANGE COUNTY WATER DISTRICT EMPLOYEES ASSOCIATION

("OCWDEA")

Veronica Rodarte

Dava Umar

Nathshalssak

Jerchy Dayis

Tony Carreira

Michelle Boyd

Joe Elint

Lily Sanchez

Chris Friberg



## Orange County Water District Schedule of Salaries for OCWD Represented Job Classification (R) & and Non-Represented Job Classification (N) Effective 5/19/2021

Appendix A

		Differential			A	nnual	Salary Ra		Hourly Salary Range					
Class	Grade	Between Grades	Classification	Min		Mid		Max		Min		Mid Max		
Code	N-25	Grades	Classification	\$	192,271		216,285		240 200		2.44			
N25-01	IN-25		Executive Director Operations	3	192,271	3	210,285	9	240,299	2:	2.44	\$103.98	\$115.53	
N25-02	EX		Executive Director Water Resources & Engineering											
N25-03	EX		Executive Director Water Quality & Technical Resources											
1425-00	N-24	5%	Executive Director Water addity a recimical resources	\$	183,116	l e	205,986	e	228,856		8.04	\$99.03	\$110.03	
N24-04	EX	370	Chief Financial Officer / Treasurer		103,110		203,360	•	220,000		0.04	<b>\$39.03</b>	\$110.03	
N24-05	EX		Executive Director Planning & Natural Resources											
112.00	N-23	10%	Eleberto Bresto Filanning & Filand Filand	S	166,469	1 \$	187,260	S	208,051	\$1	0.03	\$90.03	\$100.02	
N23-03	EX	1070	Chief of Hydrogeology	•	100,400		107,200		200,001		0.00	400.00	¥100.02	
N23-01	EX		Director of Engineering											
N23-02	EX		Director of Information Services / Property Management											
N23-04	EX		Director of Water Production											
N23-05	EX		Laboratory Director											
	N-22	10%		\$	151,335	\$	170,236	\$	189,138	\$	2.76	\$81.84	\$90.93	
N22-04	EX		Director of Health & Regulatory Affairs			1						,		
N22-02	EX		Director of Human Resources											
N22-03	EX		Director of Public Affairs											
N22-06	EX		Director of Recharge & Wetland Operations											
N22-01	EX		Director of Water Quality											
	EX		GWRS Program Manager											
N22-05	EX		Research Director											
	R-21	10%	** ** · ·	\$	137,577	\$	154,760	\$	171,943	\$6	6.14	\$74.40	\$82.66	
R-21-01	EX		Principal Engineer											
	N-21													
N21-02	EX		Natural Resources Director											
N21-03	EX		Process Control & System Manager											
N21-04	EX		Recharge Planning Manager											

		Differential			Annua	I Sal	ary Ra	nge		Hourly Salary Range					
Class		Between		Min											
Code	Grade	Grades	Classification		Mid			Max		Min	Mid	Max	A		
	R-20	10%		\$ 12	5,070 \$	14	40,691	2	156,312		\$60.13	\$67.64	\$75.1		
20-12	EX		LIMS/QA/QC Administrator												
220-06	EX		Maintenance Manager - GWRS												
20-05	EX		Operations Manager - GWRS												
220-02	EX		Principal Hydrogeologist												
220-10	EX		Principal Network Administrator												
20-03	EX		Principal Planner												
₹20-07	EX		Principal Programmer / Analyst												
20-09	EX		Senior Engineer												
220-08	EX		Supervising Chemist												
R20-11	EX		Supervising Environmental Specialist												
	N-20														
120-01	EX		Accounting Manager												
N20-02	EX		Finance Manager												
N20-04	EX		Purchasing Manager												
N20-03	EX		Risk & Safety Manager	 	0.070		07.000	1.4	110 100	-	AF4.0F	604.40	200		
	R-19	10%		\$ 11	3,672 \$	12	27,899	2	142,106		\$54.65	\$61.49	\$68.3		
R19-10	EX		Chief Operator - GWRS												
R19-06	EX		GIS Supervisor / Coordinator												
₹19-09	EX		Principal Chemist												
R18-12	EX		Principal Communications Specialist												
219-11	EX		Principal Regulatory Specialist												
219-05	EX		Principal Scientist												
R19-13	EX		Senior Hydrogeologist												
	N-19														
N19-02	EX		District Secretary												
N19-03	EX		Legislative Affairs Liaison												
N19-04	EX		Principal Human Resources Specialist												
	R-18	10%		\$ 10	3,355 \$	1	16,272	\$	129,210		\$49.69	\$55.90	\$62.		
R18-09	EX		Engineer												
R18-07	NE		I&E Supervisor												
₹18-08	NE		Maintenance Supervisor - GWRS												
R18-12	EX		Principal Data Analyst												
R18-11	EX		Principal Environmental Specialist												
R18-01	EX		Principal Project Accountant												
R18-10	EX		Senior Network Administrator												
R18-05	EX		Senior Planner												
R18-03	EX		Senior Programmer / Analyst												
R18-04	EX		Senior PCS Programmer												

01		Differential			Annual Salary Range								ourly S	Salary Range	
Class	Grade	Between Grades	Classification	Min		Mi	d		Max		Min		Mid	Max	
	R-17	10%		\$	93,9	54 \$	10	5,706	\$	117,458		\$45.17	Т	\$50.82	\$56.47
R17-13	NE		Distribution & Injection Well Supervisor			'		1					1	1	
R17-08	NE		FHQ Maintenance Supervisor												
R17-06	EX		FHQ Operations Supervisor												
R17-07	NE		FHQ Recharge Operations Supervisor												
R17-05	NE		Operations Shift Supervisor (Grade V)												
R17-16	EX:		Property Manager												
R17-04	NE		Senior Chemist												
R17-14	NE		Senior QA/QC Chemist												
R-17-15	EX		Senior Regulatory Specialist												
R17-03	EX		Senior Scientist												
R17-17	EX		Warehouse Supervisor/Buyer												
	N-17														
N17-03	EX		Senior Human Resources Specialist												
	R-16	5%		\$	89,4	82 \$	10	00,672	\$	111,862		\$43.02		\$48.40	\$53.78
R16-10	NE		Associate Engineer					,							
R16-14	NE		Hydrogeologist												
R16-09	NE		Lead Distribution Technician												
R16-06	NE		Lead I&E Technician												
R16-07	NE		Lead Maintenance Technician												
R16-08	NE		Lead Operator												
R16-05	NE		Maintenance Scheduler / Planner												
R16-13	EX		Network Administrator												
R16-01	NE		Operations Shift Supervisor (Grade IV)												
R16-12	EX		Programmer / Analyst												
R16-11	EX		Senior Accountant												
R16-13	EX		Senior Communications Specialist												
R16-15	NE		Senior Environmental Specialist												
R16-16	NE		Senior Environmental Specialist/Field Biologist												
R16-04	EX		Senior GIS Analyst												
	N-16														
N16-02	EX		Assistant District Secretary												
N16-01	EX		Heelth & Safety Specialist												
N16-03	EX		Senior Payroll Accountant												

		Differential			A	nnual	Salary Ra	inge		Hourly Salary Range					
Class		Between	Oleve Manufacture	Min		Mid		Max		Min		Mid	Max		
Code	Grade	Grades	Classification							Willi	A	-		4=+4	
	R-15	5%		\$	85,218	5	95,867	\$	106,538		\$40.97		\$46.09	\$51.2	
R15-10	NE		Senior Distribution Technician	1											
R15-15	NE		Senior Data Analyst												
R15-06	NE		Senior I&E Technician												
R15-11	EX		Senior Buyer												
R15-09	NE		Senior Maintenance Technician - Grade III												
R15-05	NE		Senior Plant Operator III												
	N-15														
N13-02	EX		Human Recources Specialist												
	R-14	5%		\$	81,162	\$	91,312	\$	101,462		\$39.02		\$43.90	\$48.7	
314-08	NE		Assistant Engineer												
R14-05	NE		Chemist												
R14-09	NE		Multi-Media Graphics Designer	1						,					
R14-06	NE		QA/QC Chemist												
R14-03	NE		Recharge System Operator												
R14-01	NE		Senior Auto & Equipment Mechanic												
R14-11	EX		Scientist												
R14-10	NE		Senior Environmental Technician												
R14-04	NE		Senior Heavy Equipment Operator												
	N-14														
N14-02	NE		Executive Assistant												
N14-01	EX		Legislative Affairs Specialist												
	R-13	5%		\$	77,293	\$	86,965	\$	96,616		\$37.16		\$41.81	\$46.4	
R13-08	NE		Assistant Hydrogeologist												
R13-01	NE		GIS Analyst												
R13-06	NE		Grounds Maintenance Supervisor												
R13-04	NE		Maintenance Technician - Grade II												
R13-03	NE		Plant Operator II												

			Differential			An	nual :	Salary Range		Hourly Salary Range						
Class	Grade		Between Grades	Classification	Min		Mid	Max		Min	Mid	Max				
	R-12	- P	5%		\$	73,611		82,826 \$	92,019		\$35.39	\$39.82	\$44.2			
R12-04		NE		Assistant Recharge System Operator			•		00,010		***************************************	***************************************	4-1-1			
R12-02		EX		Buyer												
R11-11		EX		Communications Specialist												
R12-03		NE		Distribution Technician												
R12-12		NE		Environmental Specialist												
R12-13		NE'		Environmental Specialist/Field Biologist						1						
R12-08		NE		I&E Technician												
R12-10		NE		Information Systems Specialist						1						
R12-09		NE		Staff Accountant	1					ı						
	R-11		5%		\$	70,117	\$	78,894 \$	87,651		\$33.71	\$37.93	\$42.1			
R11-01		NE		Auto & Equipment Mechanic												
R11-06		NE		Data Analyst												
R11-09		NE		Heavy Equipment Operator												
R11-10		NE		Senior Administrative Support Specialist												
R11-08		NE		Senior Laboratory Technician												
	R-10	-,-	5%		\$	66,768	\$	75,109 \$	83,470		\$32.10	\$36.11	\$40.1			
R10-06		NE		Environmental Technician												
R10-04		NE		LIMS Data Analyst - Sample Custodian												
R10-05		NE		Plant Operator I												
	N-10															
N10-02		NE		Records Management Coordinator												
N10-01		NE		Senior Human Resources Assistant												
	R-9		5%		\$	63,606	\$	71,552 \$	79,477		\$30.58	\$34.40	\$38.2			
R9-08		NE		Laboratory Technician												
R9-04		NE		Maintenance Technician - Grade I												
R9-06		NE		Material & Chemical Management Technician												
R9-10		NE		R&D Laboratory Technician												
R9-09		NE		Senior Accounting Clerk												
	R-8		5%		\$	60,570	\$	68,141 \$	75,712		\$29.12	\$32.76	\$36.4			
R8-03		NE		Administrative Support Specialist												
	R-7		5%		\$	57,678	\$	64,875 \$	72,114		\$27.73	\$31.19	\$34.6			
R7-03		NE		Maintenance Utility Technician							,					
	N-7															
N7-01		NE		Human Resources Assistant												

Class			Differential Between			Aı	nnual S	Salary Rai	nge		Hourly Salary Range				
Code	Grade		Grades	Classification	Min		Mid		Max		Min	Mid	Max		
	R-6		5%		\$	54,933	\$	61,797	\$	68,682		\$26.41	\$29.71	\$33.02	
R6-02		NE		Accounting Clerk			1		1						
R6-01		NE		Diesel Mechanic Apprentice											
	R-5		5%		\$	52,312	\$	58,864	\$	65,395		\$25.15	\$28.30	\$31.44	
R5-03		NE		Senior Office Assistant			1						,		
R5-04		NE		Meter Reader											
R5-05		NE		Warehouse Technician											
	R-4		5%		\$	49,816	\$	56,056	\$	62,275		\$23.95	\$26.95	\$29.94	
R4-02		NE		Grounds Maintenance Technician			1		'				,		
	R-3		5%	<del></del>	\$	47,466	\$	53,394	\$	59,322		\$22.82	\$25.67	\$28.52	
				Vacant			'								
	R-2		5%		\$	45,178	\$	50,835	\$	56,472		\$21.72	\$24.44	\$27.15	
				Vacant					1						
	R-1		5%		\$	43,014	\$	48,422	\$	53,789		\$20.68	\$23.28	\$25.86	
R1-01		NE		Office Assistant					1		1				