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%). 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")

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ORANGE COUNTY WATER DISTRICT EMPLOYEES ASSOCIATION

("OCWDEA") Monica Veronica Rodarte

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

Class		Differential Between				Annua	I Salary Ra	nge		Hourly Salary Range				
Code	Grade	Grades	Classification	Min		Mic		Max		Min	N	lid	Max	
	N-25			\$	192,27	1 \$	216,285	15	240,299	_	\$92.44	\$103.98	\$115.5	
N25-01	EX		Executive Director Operations			. [•		1.						
N25-02	EX		Executive Director Water Resources & Engineering											
N25-03	EX		Executive Director Water Quality & Technical Resources											
	N-24	5%		\$	183,11	6 \$	205,986	\$	228,856		\$88.04	\$99.03	\$110.0	
N24-04	EX		Chief Financial Officer / Treasurer			1		1			and the second second		1	
N24-05	EX		Executive Director Planning & Natural Resources											
	N-23	10%		\$	166,46	9 \$	187,260	\$	208,051		\$80.03	\$90.03	\$100.0	
N23-03	EX		Chief of Hydrogeology			1					1		1	
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%		\$	151,33	5\$	170,236	\$	189,138		\$72.76	\$81.84	\$90.9	
N22-04	EX		Director of Health & Regulatory Affairs											
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%		\$	137,57	7 \$	154,760	\$	171,943	1	\$66.14	\$74.40	\$82.6	
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											

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-		Differential			- 1	Innual	Salary Ra	ange		Hourly Salary Range					
Class	-	Between		Min		Mid		Max		Min	Mid	Max			
Code	Grade	Grades	Classification												
	R-20	10%		\$	125,07) s	140,691	\$	156,312		\$60.13	\$67.64	\$75.		
20-12	EX		LIMS/QA/QC Administrator												
20-06	EX		Maintenance Manager - GWRS												
20-05	EX		Operations Manager - GWRS												
20-02	EX		Principal Hydrogeologist												
20-10	EX		Principal Network Administrator												
20-03	EX		Principal Planner	1											
20-07	EX		Principal Programmer / Analyst												
20-09	EX		Senior Engineer												
20-08	EX		Supervising Chemist												
20-11	EX		Supervising Environmental Specialist							1					
	N-20														
120-01	EX		Accounting Manager												
120-02	EX		Finance Manager												
120-04	EX		Purchasing Manager												
120-03	EX		Risk & Safety Manager												
	R-19	10%		\$	113,67	2 \$	127,899	s	142,106		\$54.65	\$61.49	\$68.		
19-10	EX		Chief Operator - GWRS												
19-06	EX		GIS Supervisor / Coordinator												
19-09	EX		Principal Chemist												
R18-12	EX		Principal Communications Specialist												
19-11	EX		Principal Regulatory Specialist												
219-05	EX		Principal Scientist												
19-13	EX		Senior Hydrogeologist												
	N-19														
19-02	EX		District Secretary												
19-03	EX		Legislative Affairs Liaison												
119-04	EX		Principal Human Resources Specialist												
	R-18	10%		\$	103,35	5 \$	116,272	2 \$	129,210		\$49.69	\$55.90	\$62.		
18-09	EX		Engineer												
18-07	NE		I&E Supervisor												
818-08	NE		Maintenance Supervisor - GWRS												
18-12	EX		Principal Data Analyst												
R18-11	EX		Principal Environmental Specialist												
R18-01	EX		Principal Project Accountant												
R18-10	EX		Senior Network Administrator												
18-05	EX		Senior Planner												
18-03	EX		Senior Programmer / Analyst												
18-04	EX		Senior PCS Programmer												

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Class		Differential Between			Annual Salary Range								Hourly Salary Range						
Code	Grade	Grades	Classification	Min			Mid		Max		Min	Mid	Мах						
	R-17	10%		\$	9	3,954	\$	105,706	\$	117,458		\$45.17	\$50.82	\$56.47					
R17-13	NE		Distribution & Injection Well Supervisor						'										
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								1								
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%		\$	8	9,482	\$	100,672	\$	111,862	1	\$43.02	\$48.40	\$53.71					
R16-10	NE		Associate Engineer									4	1						
R16-14	NE		Hydrogeologist																
R16-09	NE		Lead Distribution Technician																
R16-06	NE		Lead I&E Technician								1								
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																

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	Differential				Annual Salary Range							Hourly Salary Range					
Class Code	Grade	Between Grades	Classification	Min			Mid		Max		Min	Mid	Max				
Code	R-15	5%	Classification	s s		-		05 967						AE4.00			
R15-10	R-15 NE	5%	Senior Distribution Technician	•	•	85,218	2	95,867	9	106,538		\$40.97	\$46.09	\$51.22			
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%		5	1	81,162	\$	91,312	\$	101,462	-	\$39.02	\$43.90	\$48.78			
R14-08	NE		Assistant Engineer						1.000			1					
14-05	NE		Chemist														
14-09	NE		Multi-Media Graphics Designer								l.						
14-06	NE		QA/QC Chemist	1							1						
R14-03	NE		Recharge System Operator														
14-01	NE		Senior Auto & Equipment Mechanic														
R14-11	EX		Scientist														
314-10	NE		Senior Environmental Technician														
14-04	NE		Senior Heavy Equipment Operator														
	N-14										1						
14-02	NE		Executive Assistant														
14-01	EX		Legislative Affairs Specialist														
	R-13	5%	and the second	\$	-	77,293	\$	86,965	\$	96,616		\$37.16	\$41.81	\$46.45			
313-08	NE		Assistant Hydrogeologist									1					
13-01	NE		GIS Analyst														
13-06	NE		Grounds Maintenance Supervisor														
13-04	NE		Maintenance Technician - Grade II														
13-03	NE		Plant Operator II														

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-			Differential			Annual Salary Range						Hourly Salary Range					
Class Code	Grade		Between Grades	Classification	Min			Mid		Max		Min	Mid	Мах			
	R-12		5%		\$	7	3,611	A CARL	82,826		92,019		\$35.39	\$39.82	\$44.2		
R12-04		NE	0.0	Assistant Recharge System Operator	1		0,011	1	02,020	1.	00.010		000.00	400.02	4-9-9-A		
12-02		EX		Buyer													
811-11		EX		Communications Specialist													
12-03		NE		Distribution Technician													
R12-12		NE		Environmental Specialist													
R12-13		NE'		Environmental Specialist/Field Biologist	I							l.					
R12-08		NE		I&E Technician													
R12-10		NE		Information Systems Specialist	1							1					
R12-09		NE		Staff Accountant	1												
	R-11	-	5%		\$	7	0,117	\$	78,894	S	87,651		\$33.71	\$37.93	\$42.1		
R11-01		NE		Auto & Equipment Mechanic				1.		1.							
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%		\$	6	6,768	\$	75,109	\$	83,470		\$32.10	\$36.11	\$40.1		
R10-06		NE		Environmental Technician				1		1				1			
310-04		NE		LIMS Data Analyst - Sample Custodian													
R10-05		NE		Plant Operator I													
	N-10																
N10-02		NE		Records Management Coordinator								1					
N10-01		NE		Senior Human Resources Assistant													
	R-9		5%		\$	6	3,606	\$	71,552	\$	79,477		\$30.58	\$34.40	\$38.2		
R9-08		NE		Laboratory Technician						1							
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%		\$	6	0,570	\$	68,141	\$	75,712		\$29.12	\$32.76	\$36.4		
R8-03		NE		Administrative Support Specialist						1.3							
	0.7		5%				7 070		04 975	1.0	70 444		A07 70	621.40	004.0		
D7 02	R-7	NE	5%	Maintenana Itilia, Taskalalan	s	5	7,678	3	64,875		72,114		\$27.73	\$31.19	\$34.6		
R7-03		NE		Maintenance Utility Technician													
	N-7																
N7-01		NE		Human Resources Assistant													

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Class		Differentia			Аг	nual \$		Hourly Salary Range				
Code	Grade	Grades	Classification	Min		Mid		Max		Min N	lid M	ax
	R-6	5%		\$	54,933	\$	61,797	\$	68,682	\$26.41	\$29.71	\$33.02
R6-02	N	E	Accounting Clerk								1	
R6-01	N	E	Diesel Mechanic Apprentice									
-	R-5	5%		\$	52,312	\$	58,864	\$	65,395	\$25.15	\$28.30	\$31.44
R5-03	N	E	Senior Office Assistant			1						
R5-04	N	IE	Meter Reader									
R5-05	N	E	Warehouse Technician									
	R-4	5%		\$	49,816	\$	56,056	\$	62,275	\$23.95	\$26.95	\$29.94
R4-02	N	IE	Grounds Maintenance Technician									
	R-3	5%		s	47,466	\$	53,394	\$	59,322	\$22.82	\$25.67	\$28.52
			Vacant				_				1	
	R-2	5%		\$	45,178	\$	50,835	\$	56,472	\$21.72	\$24.44	\$27.15
			Vacent								6	
	R-1	5%		\$	43,014	\$	48,422	\$	53,789	\$20.68	\$23.28	\$25.86
R1_01	N	E	Office Assistant	1								

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SIDE LETTER AGREEMENT AMENDING THE JULY 1, 2021 TO JUNE 30, 2026 MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY WATER DISTRICT ("DISTRICT") AND THE ORANGE COUNTY WATER DISTRICT EMPLOYEES ASSOCIATION ("OCWDEA")

The Orange County Water District ("District") and the Orange County Water District Employees Association ("OCWDEA"), having previously negotiated and executed a Memorandum of Understanding for the period July 1, 2021 to June 30, 2026 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") which amends Articles III, IV, and VI. The District and the OCWDEA hereby agree as follows:

1. Article III - Compensation

Effective July 1, 2023, all employees covered by this agreement shall receive a base salary increase of four percent (4%). Effective July 1, 2024, all employees covered by this agreement shall receive a base salary increase of four and a half percent (4.5%). Effective July 1, 2025, all employees covered by this agreement shall receive a base salary increase of four and a half percent (4.5%). Said adjustments shall be made to the current salary schedule and will be updated and posted on the District's website.

2. Article IV – Health Insurance

Eliminate the following provisions of the MOU:

- Effective January 1, 2024, increase the District's contribution by up to \$265 per month per benefit level or 100% of the premium rate increase, whichever is less.
- Effective January 1, 2025, increase the District's contribution by up to \$275 per month per benefit level or 100% of the premium rate increase, whichever is less.
- Effective January 1, 2026, increase the District's contribution by up to \$285 per month per benefit level or 100% of the premium rate increase, whichever is less.

Effective January 1, 2024 and for the remaining term of the current MOU, the District agrees

to the following monthly premium cost share on the medical plans:

- Employee Only District 100%, Employee/Retiree 0%
- Employee + 1 Dependent = District. 95%, Employee/Retiree: 5% (if the current cost share exceeds this, the cost share will not be decreased)
- Employee + 2 or More Dependents District: 95%, Employee 5%

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With the expiration of the MOU and this Side Letter Agreement on June 30, 2026, the parties agree to revert back to the previous premium cost share in place, increasing the District's contribution by up to \$285 per month per benefit level or 100% of the premium rate increase, whichever is less. In the event the MOU expires without a successor agreement in place, the parties understand and agree that this previous premium cost share will be considered the status quo

3. Article VI – 457(b) Deferred Compensation Employer Match

Effective July 1, 2023, and only for the term of this Agreement, the District will match each employee's voluntary contribution to the OCWD 457) (b) Deferred Compensation Plan, up to a maximum of \$125 per pay period (\$3,250/year) for the remaining three years of the MOU.

This Side Letter Agreement contains the entire agreement between the parties related to the changes indicated above for Articles III, IV and VI. The terms of this Side Letter Agreement have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. Except as specifically provided herein, no other term or condition of the MOU is modified or amended by this Side Letter Agreement

ORANGE COUNTY WATER DISTRICT EMPLOYEES ASSOCIATION

Date

Date 06-27-27

ORANGE COUNTY WATER DISTRICT

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SIDE LETTER AGREEMENT AMENDING THE JULY 1, 2021 TO JUNE 30, 2026 MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY WATER DISTRICT ("DISTRICT") AND THE ORANGE COUNTY WATER DISTRICT EMPLOYEES ASSOCIATION ("OCWDEA")

The Orange County Water District ("District") and the Orange County Water District Employees Association ("OCWDEA"), having previously negotiated and executed a Memorandum of Understanding for the period July 1, 2021 to June 30, 2026 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") which will provide a stipend to those employees who volunteer to serve on the District's Confined Space Rescue Team (CSRT). The District and the OCWDEA hereby agree as follows:

- The District will pay a stipend up to an annual amount of \$2,000 (to be paid out over 26 pay periods) for those employees who volunteer to participate on the Confined Space Rescue Team (CSRT). The maximum number of employee volunteers will be 20 at any given time.
- 2. The stipend terms will only remain in effect for the term of the current MOU, and will expire June 30, 2026.

This Side Letter Agreement contains the entire agreement between the parties related to the stipend for the Confined Space Rescue Team. The terms of this Side Letter Agreement have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. Except as specifically provided herein, no other term or condition of the MOU is modified or amended by this Side Letter Agreement.

ORANGE COUNTY WATER D	ISTRICT
EMPLOYEES ASSOCIATION	

By: VINNICA POR

Veronica Rodarte

Date: 4/7/2023

ORANGE COUNTY WATER DISTRICT

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Stephanie Dosier

Date: 4/6/2022