# 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")

Laura Drottz Kalty

< 6 unor Stephanie Dosie

ORANGE COUNTY WATER DISTRICT EMPLOYEES ASSOCIATION

("OCWDEA") MONICA Veronica Rodarte

hue Dave Henry

Malasta Issak anen Tony Carreira Michelle Boyd 21 Saney à Friberg Chris



### 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

Class		Differential Between			Annual Salary Range							Hourly Salary Range				
Code	Grade	Grades	Classification	Min		Mid		Max		Min		Mid	Мах			
	N-25			\$	192,271	-	216,285	100000000	240,299		\$92.44	\$103.98	\$115.5			
N25-01	EX		Executive Director Operations			1+		1.			1					
N25-02	EX		Executive Director Water Resources & Engineering													
N25-03	EX		Executive Director Water Quality & Technical Resources													
	N-24	5%		\$	183,116	15	205,986	\$	228,856		\$88.04	\$99.03	\$110.0			
N24-04	EX		Chief Financial Officer / Treasurer													
N24-05	EX		Executive Director Planning & Natural Resources													
	N-23	10%		\$	166,469	\$	187,260	\$	208,051		\$80.03	\$90.03	\$100.0			
N23-03	EX		Chief of Hydrogeology			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			Laboratory Director													
	N-22	10%		\$	151,335	\$	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%		\$	137,577	\$	154,760	\$	171,943		\$66.14	\$74.40	\$82.6			
R-21-01	EX		Principal Engineer									1				
	N-21															
N21-02	EX		Natural Resources Director													
N21-03	EX		Process Control & System Manager													
N21-04	EX		Recharge Planning Manager													

Page 1 of 6

		Differential			Annua	I Salary Ra	inge		Hourly Salary Range				
Class	0	Between	Classification	Min	Mi		Max		Min	Mid	Max		
Code	Grade	Grades	Classification			and the second second		150 242	1000			\$75.1	
	R-20	10%		\$	125,070 \$	140,691	1.4	156,312		\$60.13	\$67.64	\$10.1	
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										
	EX		Principal Planner										
20-07	EX		Principal Programmer / Analyst Senior Engineer										
20-09	EX		Supervising Chemist										
20-08	EX		Supervising Environmental Specialist										
20-11	N-20		Supervising Environmental Specialist										
00.04			Association Manager										
20-01	EX		Accounting Manager										
120-02	EX		Finance Manager Purchasing Manager										
120-04	EX		Risk & Safety Manager										
20-03		10%	risk & Salety Mallager	\$	113,672 \$	127,899	1.5	142,106	-	\$54.65	\$61.49	\$68.	
40.40	R-19	10%	Chief Commer CM/DC		113,072 4	127,000	1.	142,100		004.00			
19-10	EX		Chief Operator - GWRS										
19-06	EX		GIS Supervisor / Coordinator										
19-09	EX		Principal Chemist										
18-12	EX		Principal Communications Specialist										
R19-11	EX		Principal Regulatory Specialist Principal Scientist										
19-05													
19-13	EX		Senior Hydrogeologist										
40.00	N-19		District Constant										
19-02	EX		District Secretary										
19-03	EX		Legislative Affairs Liaison Principal Human Resources Specialist										
119-04	EX	100/	Principal Human Resources Specialist	\$	103,355 \$	116,272		129,210	-	\$49.69	\$55.90	\$62.	
	R-18	10%	Facilities		100,000	110,272		120,210		++0.00	00.00	WVE.	
18-09	EX		Engineer										
18-07	NE		I&E Supervisor										
818-08	NE		Maintenance Supervisor - GWRS										
18-12	EX		Principal Data Analyst										
18-11	EX		Principal Environmental Specialist										
18-01	EX		Principal Project Accountant										
18-10	EX,		Senior Network Administrator										
18-05	EX		Senior Planner										
18-03	EX		Senior Programmer / Analyst										
18-04	EX		Senior PCS Programmer										

Page 2 of 6

Class		Differential Between			Annual Salary Range								Hourly Salary Range					
Code	Grade	Grades	Classification	Min		1	Mid		Max		Min	Mid	Max					
	R-17	10%		\$	9	3,954	\$	105,706	\$	117,458		\$45.17	\$50.82	\$56.47				
R17-13	NE		Distribution & Injection Well Supervisor			'			,			ŧ						
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%		\$	8	9,482	\$	100,672	\$	111,862	1	\$43.02	\$48.40	\$53.78				
R16-10	NE		Associate Engineer						1									
R16-14	NE		Hydrogeologist															
R16-09	NE		Lead Distribution Techniclan															
R16-06	NE		Lead I&E Technician															
R16-07	NE		Lead Maintenance Technician															
R16-08	NE		Lead Operator								1							
R16-05	NE		Maintenance Scheduler / Planner															
R16-13	EX		Network Administrator															
R16-01	NE		Operations Shift Supervisor (Grade IV)															
R16-12	EX		Programmer / Analyst								1							
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															

\*

Page 3 of 6

		Differential			Annual	Salary Range		Hourly Salary Range					
Class Code	Grade	Between Grades	Classification	Min	Mid	Мах		Min	Mid	Мах			
Code	R-15	5%	Classification	\$	85,218 \$	95,867 \$	106,538		\$40.97	\$46.09	\$51.22		
R15-10	N		Senior Distribution Technician		00,210   0		1887444		arotar 1	1 1000	WU CLE		
R15-15	NE		Senior Data Analyst										
R15-06	N	,	Senior I&E Technician										
R15-11	E		Senior Buyer										
R15-09	N		Senior Maintenance Technician - Grade III										
R15-05	N		Senior Plant Operator III										
	N-15												
N13-02	Ð	<	Human Recources Specialist										
	R-14	5%		\$	81,162 \$	91,312 \$	101,462	-	\$39.02	\$43.90	\$48.78		
314-08	N	E	Assistant Engineer										
14-05	NE	E	Chemist										
R14-09	N	E	Multi-Media Graphics Designer										
R14-06	N	E	QA/QC Chemist					1					
R14-03	N	E	Recharge System Operator										
314-01	N	E	Senior Auto & Equipment Mechanic										
R14-11	E	<	Scientist										
314-10	N	E	Senior Environmental Technician										
14-04	N	Ε	Senior Heavy Equipment Operator										
	N-14												
N14-02	N	E	Executive Assistant										
N14-01	Ð	ĸ	Legislative Affairs Specialist										
	R-13	5%		\$	77,293 \$	86,965 \$	96,616		\$37.16	\$41.81	\$46.45		
R13-08	N	E	Assistant Hydrogeologist										
13-01	N	E	GIS Analyst										
R13-06	N	E	Grounds Maintenance Supervisor										
R13-04	N		Maintenance Technician - Grade II										
R13-03	N	É	Plant Operator II										

.

Page 4 of 6

ı

			Differential			Annua	Salary Range		Hourly Salary Range					
Class			Between						The second second					
Code	Grade		Grades	Classification	Min	Mid		(	Min	Mid M	ax			
	R-12		5%		\$	73,611 \$	82,826 \$	92,019	\$35.39	\$39.82	\$44.24			
R12-04		NE		Assistant Recharge System Operator										
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										
R12-08		NE		I&E Technician										
R12-10		NE		Information Systems Specialist										
R12-09		NE		Staff Accountant					,					
	R-11		5%		\$	70,117 \$	78,894 \$	87,651	\$33.71	\$37.93	\$42.14			
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	\$40.13			
R10-06		NE		Environmental Technician		1								
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%		S	63,606 \$	71,552 \$	79,477	\$30.58	\$34.40	\$38.21			
R9-08	11-0	NE	0.0	Laboratory Technician		00,000	1,002 4	10,411	\$30.30	434.40	430.21			
		NE												
R9-04				Maintenance Technician - Grade I										
R9-06		NE NE		Material & Chemical Management Technician										
R9-10				R&D Laboratory Technician Senior Accounting Clerk										
R9-09		NE	50/	Senior Accounting Cierk		00 570 0	00.444	75 740		400 70 1	400.00			
-	R-8		5%	Additional Constants	\$	60,570 \$	68,141 \$	75,712	\$29.12	\$32.76	\$36.40			
R8-03		NE		Administrative Support Specialist										
	R-7		5%		5	57,678 \$	64,875 \$	72,114	\$27.73	\$31.19	\$34.67			
R7-03	1/	NE	0.0	Maintenance Utility Technician		0,000		14,114	921.75	991.10	004.07			
11/03	N 7			Mantenance etally reclinician										
	N-7			Harris Bran and Andreas										
N7-01		NE		Human Resources Assistant										

Page 5 of 6

.

Class		Different			A	nnual	Hourly Salary Range						
Code	Grade	Grade		Min		Mid		Max		Min	Mid	Ма	ĸ
	R-6	5%		\$	54,933	\$	61,797	\$	68,682	\$26	.41	\$29.71	\$33.02
R6-02	1	NE	Accounting Clerk			'		1			1	1	
R6-01	1	NE	Diesel Mechanic Apprentice										
	R-5	5%		\$	52,312	\$	58,864	\$	65,395	\$25	5.15	\$28.30	\$31.44
R5-03	1	NE	Senior Office Assistant			1							
R5-04	1	NE	Meter Reader										
R5-05	1	NE	Warehouse Technician										
	R-4	5%		\$	49,816	\$	56,056	\$	62,275	\$23	.95	\$26.95	\$29.94
R4-02	1	NE	Grounds Maintenance Technician			1						1	
	R-3	5%		\$	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
			Vacent									1	
	R-1	5%		\$	43,014	\$	48,422	\$	53,789	\$20	.68	\$23.28	\$25.86
R1-01		NE	Office Assistant							1			

10

P

Page 6 of 6

### 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)
- o Employee + 2 or More Dependents District: 95%, Employee 5%

LCW\_DMS OR005 003 12083638 v2-6 25 23

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

hanie Dosie

(0127)

# 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 DISTRICT EMPLOYEES ASSOCIATION

Veronica Rodarte

Date: 4/7/2023

ORANGE COUNTY WATER DISTRICT

Un

Stephanie Dosier

Date: 4/6/2033