

MEMORANDUM OF UNDERSTANDING

BETWEEN

RANCHO CALIFORNIA WATER DISTRICT

AND

**RANCHO CALIFORNIA WATER DISTRICT
EMPLOYEES' ASSOCIATION**

July 1, 2017 Through June 30, 2020

ARTICLE		SUBJECT
1.		Recognition
2.		Management Rights
3.		Employee Rights
4.		Term of the MOU
5		Cost of Living Adjustment (COLA)
6.		Merit Increase
7.		“Topped-Out” Employees
8.		Contribution to CalPERS
9.		Healthcare Benefits Contribution
10.		Continuation of Additional Benefits and Conditions of Employment Contained in Enumerated Policies
11.		Other Benefits and Conditions of Employment
12.		No Strikes or Lockouts
13.		Total Agreement
14.		Savings Clause
15.		Reopener
Appendix A		Classifications

This Memorandum of Understanding (“MOU”) entered into effective July 1, 2017, is by and between the Rancho California Water District, hereinafter referred to as the “District” and the Rancho California Water District Employees’ Association, hereinafter referred to as “RCWDEA”:

ARTICLE 1

Recognition

The District hereby recognizes RCWDEA as the sole and exclusive bargaining agent for all District employees with the exception of management, confidential, and professional employees. Attached as Appendix A is the list of classifications represented by RCWDEA.

Should additional classifications be added during the term of this agreement, the District shall consult with RCWDEA to ascertain if added classifications should be included in the bargaining unit, in accordance with Section 9, Procedures for Modification of Established Bargaining Units of the RCWD’s Employer-Employee Organization Relations Procedure.

ARTICLE 2

Management Rights

RCWDEA recognizes that the District retains the right, responsibility, and authority to manage and direct, on behalf of the public, all of the operations and activities of the District to the full extent authorized by law. All direction of bargaining unit employees will go through the General Manager.

It is agreed that such reserved rights include, but are not limited to, the District’s sole right to manage the District and direct the work of its employees; to determine the level, means, and kinds of services provided; to determine the staffing patterns and the number of kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to determine District objectives and policies; to determine the time and hours of operation of District facilities to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, layoff, and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District’s right to preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily, or permanently, in any of such areas.

The District retains the right to amend, modify or rescind policies and practices set forth in this MOU in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action that affects District facilities or equipment or otherwise involves an act of God or specific governmental emergency order requiring the District to take certain action or refrain from taking certain action.

ARTICLE 3
Employee Rights

Employees shall be free from restraint, intimidation, and coercion as a result of the exercise of their rights as guaranteed by this MOU.

ARTICLE 4
Term of the MOU

The term of this MOU shall be from July 1, 2017 through June 30, 2020, although the parties may mutually agree to discuss, bargain, or meet and confer regarding any matters covered by this MOU during the term of this MOU.

ARTICLE 5
Cost of Living Adjustment

RCWDEA employees shall receive no Cost of Living Adjustments (COLA) during the term of this MOU.

ARTICLE 6
Merit Increase

For each of the fiscal years 2017-2018, 2018-2019, and 2019-2020, RCWDEA employees shall receive a Merit pay increase from a merit pool established based on 4.5 percent of base pay of RCWDEA employees, not to exceed \$550,000 District wide.

The Merit pay increase shall be calculated and paid in accordance with the Compensation Policy #10, except as modified by Article 7 of this MOU.

ARTICLE 7
“Topped-Out” Employees

In accordance with the terms of the prior (July 1, 2012 – June 30, 2014) MOU between the District and RCWDEA, prior COLA and Merit increases were permitted to increase employees’ salaries outside of the salary range for their position. The employees’ out-of-range salary values are fixed as of June 30, 2014 and shall remain in effect until the employees’ salaries come back into their

respective range based on any range adjustment to the salary ranges, in accordance with District policy or by promotion. This “range buffer” is available only to employees whose salaries were increased outside of their salary range as part of the prior MOU.

In addition, for those employees who are topped out and/or within the range buffer, those employees will be entitled to receive a “merit bonus” of 100 percent rather than 50 percent, as described in Policy 10, only during the term of this MOU, and subject to all of the restrictions of Policy 10, as modified by this MOU. Upon expiration of the MOU, the merit bonus will return to 50 percent unless re-negotiated by subsequent MOUs.

ARTICLE 8

Contribution to CalPERS

“New Members”, as defined in Government Code Section 7522.04(f) (or its successor), shall be enrolled in the Public Employee Retirement System 2 percent at 62 formula, and will pay 8 percent of their salary towards PERS costs. RCWDEA employees who are not New Members (hereinafter referred to as “Classic Members”) pay 8 percent towards PERS costs with an additional previously-agreed upon amount of 2.936 percent towards the cost of PERS enhancement for a 2.7 percent at 55 formula, making Classic Members total PERS contribution 10.936 percent of salary.

Employees will pay the percentages stated above as a contribution toward the CalPERS employer contribution, on a pre-tax basis. All other terms of the current benefit will remain the same.

ARTICLE 9

Healthcare Benefits Contribution

RCWDEA Employees will continue to receive employee-only coverage fully paid by the District. RCWDEA employees shall pay the following percentage of healthcare benefits costs for their dependents after deducting the employee-only cost for the particular plan:

(Contribution to Costs – beginning January 1, 2018):

1st Year – 22 percent; 2nd Year – 24 percent; 3rd Year – 25 percent

For employees selecting United Healthcare HMO or Blue Cross Prudent PPO;

17 percent for employees selecting Blue Cross Advantage PPO for all three years; or

15 percent for employees selecting Kaiser HMO for all three years

Policy #20 shall be revised to identify the specific employee cost share percentages.

ARTICLE 10
Continuation of Additional Benefits and Conditions of Employment Contained in
Enumerated Policies

During the term of this MOU, the District will continue, as required by applicable laws, all benefits and conditions of employment as set forth in the following Policies contained in the District's Policies and Procedures Manual, or as specifically amended by this MOU.

ARTICLE 11
Other Benefits and Conditions of Employment

The District and the RCWDEA acknowledge that in the course of business, other working conditions or District Policies need to be modified as circumstances arise. The parties agree to discuss, bargain, or meet and confer on these issues, in accordance with applicable law. During the course of MOU negotiations, the parties agreed to revise District policies as set forth in the December 1, 2016 tentative agreement for the new MOU. These policies include Policy 10, Section 5.1, Policy 10, Section 12.0, Policy 28, Policy 14, Section 9.1, Policy 9, Section 3.0 and inserting a new 3.1, Policy 10, Section 5.3, Policy 25, Section 9.0 and 9.1, Policy 25, Section 10.0 and 7.2.

ARTICLE 12
No Strikes or Lockouts

The RCWDEA agrees that there shall be no strike of any kind, walkout, slowdown, picketing, or work stoppage of any type during the term of this MOU. The District agrees that there shall be no lockout during the term of this MOU.

ARTICLE 13
Total Agreement

This MOU represents the total agreement of the parties. All previous MOUs relating to the scope of representation, as defined in the Meyers-Milias Brown Act, are declared null and void in their entirety.

ARTICLE 14
Savings Clause

Should any provision of this MOU, or any application thereof, be unlawful by virtue of any Federal, State, or Local Laws and Regulations, such provision of this MOU shall be effective and

implemented only to the extent permitted by such laws and regulations. In all other respects, the provisions of this MOU shall continue in full force and effect for the life thereof.


ARTICLE 15
Reopener

The District may reopen the MOU at any time after January 1, 2018, for the purpose of negotiating health insurance benefits and related provisions as necessary to implement the “Cadillac Tax” provisions of the Affordable Care Act. The District may exercise its right to reopen by delivering a written request to reopen to the Association. Meeting and conferring will commence no later than 15 calendar days following the date of the request to reopen.


This MOU shall not be binding upon the parties unless the Board of Directors formally approves this MOU and takes all necessary action to implement its terms and provisions.




Stephen J. Corona
President, Board of Directors
RANCHO CALIFORNIA WATER
DISTRICT



Mike Esparza
President
RANCHO CALIFORNIA WATER
DISTRICT EMPLOYEES'
ASSOCIATION



Jeff Armstrong
General Manager
RANCHO CALIFORNIA WATER
DISTRICT



Eileen Dienzo
Human Resources Manager
RANCHO CALIFORNIA WATER
DISTRICT

Appendix A RCWDEA Classifications

Accounting Analyst/Sr. Accounting Analyst	GIS Analyst I/II
Accounting Clerk I/II	GIS Coordinator
Administrative Assistant I/II - Non-confidential	Mechanic I/II/Sr
Building & Grounds Worker I/II	Meter Reading Services Foreman
Conservation/Water Use Efficiency Analyst/Sr.	Office Assistant I/II – Administration
Conservation/Water Use Efficiency Analyst	Office Assistant I/II – Engineering
Construction Inspector I/II	Operations & Maintenance Assistant I/II/Sr.
Construction Inspection Supervisor	Operations & Maintenance Technician
Contracts Administrator I/II/Sr	Operations Systems Administrator
Corrosion Control Technician I/II	Plant Maintenance Technician I/II/Sr
Cross Connection Control Technician I/II/Spl	Public Information Specialist I/II
Customer Service Analyst	Purchasing Agent I/II
Customer Service Rep I/II - Office/Field	Purchasing/Warehouse Supervisor
Customer Service Supervisor	Senior Administrative Assistant - Engineering
Electrical Controls/Instrumentation Technician I/II/Sr	Senior Construction Inspector
Electrical Services Supervisor	Senior Customer Service Rep-Office/Field
Engineering Project Coordinator	Systems Administrator/Sr. Systems Administrator
Engineering Services Representative I/II	Utility Analyst
Engineering Services Supervisor	Warehouse Technician I/II/Sr
Engineering Technician I/II	Wastewater Collection System Operator I/II/Sr
Field Services Worker I/II - Construction	Wastewater Maintenance Supervisor
Field Services Worker Lead - Construction	Wastewater System Supervisor
Field Services Foreman - Construction	Wastewater Plant Operator I/II/Sr
Field Services Locator I/II	Wastewater Plant Operator-in-Training (OIT)
Field Services Worker Lead - Wells & Pumps	Water Quality Supervisor
Field Services Foreman - Wells & Pumps	Water Systems Operator I/II/Sr
Field Services Worker I/II/Sr – Meter/AMR	Water Systems Supervisor
Field Services Foreman – Meter/AMR	Water Systems Operator Analyst
Field Services – Meter Repair/AMR Specialist	Water Treatment Operator I/II/Sr
Field Services Foreman - Fleet/Facilities	Water Use Efficiency Specialist I/II
Field Services Worker I/II – Operations	Well & Pump Technician I/II
Field Services Worker Lead - Operations	


SIDE LETTER OF AGREEMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING
BETWEEN
RANCHO CALIFORNIA WATER DISTRICT
AND
RANCHO CALIFORNIA WATER DISTRICT EMPLOYEES
ASSOCIATION
(2017-2020)
REGARDING UNIT MODIFICATION

This Side Letter #1 to the Memorandum of Understanding for the period of July 1, 2017, through June 30, 2020 ("MOU"), is entered into between RANCHO CALIFORNIA WATER DISTRICT ("District") and the RANCHO CALIFORNIA WATER DISTRICT EMPLOYEES ASSOCIATION ("RCWDEA"). The RCWDEA and District representatives have met and conferred regarding modification of the recognized bargaining unit which RCWDEA represents. The parties have agreed to the following changes to Appendix A to the Memorandum of Understanding:

- 1. Add the following positions: Administrative Services Supervisor, Senior Administrative Assistant-Finance, Administrative Assistant I/II- Finance, and Administrative Assistant I/II - Board Administration.
- 2. Remove the GIS Coordinator position.

By: 
Stephen J. Corona
President, Board of Directors
RANCHO CALIFORNIA WATER DISTRICT


Dated: 3-9-17

By: 
Jeff Armstrong
General Manager
RANCHO CALIFORNIA WATER DISTRICT

Dated: 3-9-17

By: 
Eileen Dienzo
Human Resources Manager
RANCHO CALIFORNIA WATER DISTRICT

Dated: 03-09-17

By: 
Mike Esparza
President
RANCHO CALIFORNIA WATER DISTRICT
ASSOCIATION

Dated: 2-28-17