

MEMORANDUM OF UNDERSTANDING

BETWEEN

RANCHO CALIFORNIA WATER DISTRICT

AND

**RANCHO CALIFORNIA WATER DISTRICT
EMPLOYEES' ASSOCIATION**

July 1, 2023 Through June 30, 2026

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This Memorandum of Understanding (“MOU”) entered into effective July 1, 2023, 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, professional, temporary and limited term 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, 2023 through June 30, 2026, 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 the following Cost of Living Adjustments (COLA) during the term of this MOU:

- (A) 4 percent on July 1, 2023;
- (B) 1 percent – 3 percent based on CPI*; and
- (C) 1 percent – 3 percent based on CPI*

*CPI based on March CPI-U for Riverside-San Bernardino-Ontario for the preceeding 12 months ending in March.

ARTICLE 6
Merit Increase

For the fiscal year 2023-2024, RCWDEA employees shall receive a Merit pay increase from a merit pool established based on 4 percent of base pay of RCWDEA employees. For fiscal years 2024-2025 and 2025-2026, the merit pool shall be 3.5 percent of base pay of RCWDEA employees.

ARTICLE 7
[Reserved.]

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, or more if required by law, 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:

- 25 percent for employees selecting United Healthcare HMO or Blue Cross Prudent PPO;
- 17 percent for employees selecting Blue Cross Advantage PPO; or
- 15 percent for employees selecting Kaiser HMO.

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 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. During Meet and Confer sessions for this new MOU, the parties also agreed to a new Employee Handbook and Personnel Policies. As part of that agreement, stand-by pay for first responders will be increased in year 1 to \$4.00, and in year 2 to \$4.50 and in year 3 to \$5.00. Other stand-by responders will also have their pay adjusted accordingly.

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
[Reserved.]

ARTICLE 16
Salary Range Movement

The District salary ranges will be increased by:

- (A) 4 percent on July 1, 2023; and
- (B) 1 percent to 3 percent increase based on CPI* on July 1, 2024; and
- (C) pursuant to the salary survey, effective July 1, 2025.

*CPI based on March CPI-U for Riverside-San Bernardino-Ontario for the proceeding 12 months ending in March.

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.



John Rossi
President, Board of Directors
RANCHO CALIFORNIA WATER
DISTRICT



Jeff Dixon
President
RANCHO CALIFORNIA WATER
DISTRICT EMPLOYEES'
ASSOCIATION



Robert Grantham
General Manager
RANCHO CALIFORNIA WATER
DISTRICT



Eileen Dienzo
Director of Human Resources
RANCHO CALIFORNIA WATER
DISTRICT

Appendix A RCWDEA Classifications

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

Wastewater Plant Operator I/II/Sr
Water Reclamation Supervisor
Water Quality Supervisor
Water Systems Operator Analyst
Water Systems Operator I/II/Sr
Water Systems Supervisor
Water Systems Operator I/II/Sr.
Water Treatment Operator I/II/Sr
Water Use Efficiency Specialist I/II
Well & Pump Foreman
Well & Pump Technician I/II/Sr.