

MEMORANDUM OF UNDERSTANDING

BETWEEN

RANCHO CALIFORNIA WATER DISTRICT

AND

**RANCHO CALIFORNIA WATER DISTRICT MANAGEMENT,
PROFESSIONAL, AND CONFIDENTIAL 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 Management, Professional, and Confidential Employees’ Association, hereinafter referred to as “MPCEA”:

ARTICLE 1
Recognition

The District hereby recognizes MPCEA as the sole and exclusive bargaining agent for all District employees classified as management, confidential, and professional employees, excluding temporary, limited term, and Director level employees. Attached as Appendix A is the list of classifications represented by MPCEA.

Should additional classifications be added during the term of this agreement, the District shall consult with MPCEA 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 District’s Employer-Employee Organization Relations Procedure.

ARTICLE 2
Management Rights

MPCEA 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 duly authorized managerial employees.

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 subject to any meet and confer requirements of the Meyers Milias Brown Act (MMBA) 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

MPCEA employees shall receive the following Cost of Living Adjustment (COLA) during the term of this MOU:

- (A) 4 percent on July 1, 2023; and
- (B) 1 percent – 3 percent based on CPI* on July 1, 2024; and
- (C) 1 percent – 3 percent based on CPI* on July 1, 2025

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

ARTICLE 6
Merit Increase

For the fiscal year 2023-2024, MPCEA employees shall receive a Merit pay increase from a merit pool established based on 4 percent of base pay of MPCEA employees. For fiscal years 2024-2025 and 2025-2026, the merit pool shall be 3.5 percent of base pay of MPCEA 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. MPCEA employees who are not New Members (hereinafter referred to as “Classic Members”) will 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 described 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
[Reserved.]

ARTICLE 10
Healthcare Benefits Contribution

MPCEA employees shall pay the following percentage of costs of healthcare benefits 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 11
Continuation of Additional Benefits and Conditions of Employment

During the term of this MOU, the District will continue, as required by applicable law, 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 12
Other Benefits and Conditions of Employment

The District and the MPCEA 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.

ARTICLE 13
No Strikes or Lockouts

The MPCEA 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 14
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 Milius Brown Act, are declared null and void in their entirety.

ARTICLE 15
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 16
[Reserved.]

ARTICLE 17
Salary Range Movement

The District salary ranges will be maintained so there is a 2.5% difference between each range.

- (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 preceding 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.

Signatures on following page

John Rossi
President, Board of Directors
RANCHO CALIFORNIA WATER
DISTRICT

Casey Arndt
President
RANCHO CALIFORNIA WATER
DISTRICT, MANAGEMENT,
PROFESSIONAL, AND
CONFIDENTIAL EMPLOYEES'
ASSOCIATION

Robert Grantham
General Manager
RANCHO CALIFORNIA WATER
DISTRICT

Eileen Dienzo
Director of Human Resources
RANCHO CALIFORNIA WATER
DISTRICT

Appendix A
RCWD MPCEA Classifications

Accountant
Accounting Manager
Accounting Supervisor
Administrative Analyst
Assistant/Associate/Principal Engineer
Budget / Debt Administrator
Construction Contracts Manager
Controller
Customer and Support Services Manager
Data Center Operations Supervisor
District Secretary
Engineering Manager
ERP Business Analyst
Field Services Manager
Finance Manager
Financial Analyst
GIS Coordinator
Governmental Affairs Manager
Human Resources Analyst I/II/Sr
IT/Customer Service Manager
Infrastructure Assets Manager
Legislative Analyst I/II
Maintenance Project Manager
Management Analyst
Network Administrator
Operations Analyst
Operations Project Manager
Procurement and Contracts Administrator
Public Affairs Manager
Public Information Officer I/II
Safety/Risk Officer
Senior Accountant
Senior Water Resource Planner
Water Operations Manager
Water Production Manager
Water Reclamation Manager
Water Resources Analyst
Water Resources Manager
Water Resources Planner
Water Systems Analyst
Water Use Efficiency and Grants Manager