

MEMORANDUM OF UNDERSTANDING

BETWEEN

RANCHO CALIFORNIA WATER DISTRICT

AND

**RANCHO CALIFORNIA WATER DISTRICT MANAGEMENT,
PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES'
ASSOCIATION**

July 1, 2020 Through June 30, 2023

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This Memorandum of Understanding (“MOU”) entered into effective July 1, 2020, 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. 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, 2020 through June 30, 2023, 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 no Cost of Living Adjustment (COLA) during the term of this MOU.

ARTICLE 6 Merit Increase

For each of the fiscal years 2020-2021, 2021-2022 and 2022-2023, MPCEA employees shall receive a Merit pay increase from a merit pool established based on 4.5 percent of base pay of MPCEA employees, not to exceed \$650,000 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 a prior (July 1, 2012 – June 30, 2014) MOU between the District and MPCEA, 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 at June 30, 2014 and shall remain in effect until the employees’ salaries come back into their respective range, based on any range adjustments to the salary ranges performed 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 prior MOU(s).

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. 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
At-Will Employment

Policy #7, including all applicable forms and acknowledgments, shall extend the irrevocable election by current Managers to become At-Will employees in exchange for the additional benefits identified therein. In addition, Policy #7, including all applicable forms and acknowledgments,

shall continue all listed “Other Benefits” for existing and future At-Will employees during the term of this MOU.

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. 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. These policies include Policy 1 - Purpose, Policy 6 - Job Descriptions, Policy 7 – Hiring & Termination, Policy 8 - Student Intern Program, Policy 9 – Hours of Work, Policy 10 – Compensation, Policy 13 - Employee Performance Evaluation, Policy 17 - Bereavement, Policy 24 - Retiree Benefits, Policy 25 – Educational Assistance, Policy 31 -Harassment, Policy 32 – Technology Use, Policy 32C – Smart Phone Request, Policy 34 – Performance Recognition Program, Policy 39 – Conflict of Interest, Policy 41 – Dress Code, Uniforms, and Appearance, Policy 43 – Business Travel, Policy 46 – Stand-by, Emergency Response, Call-Out Crew, Policy 47 – Classification & Compensation and Safety Policy 4-14 DOT Policy.

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
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.

ARTICLE 17
Salary Ranges

The District salary ranges will be changed so there is a 2.5% difference between each range instead of the current 5%; and

On July 1, 2020 and July 1, 2021, The District's salary ranges will be increased by the Bureau of Labor Statistics "Riverside-San Bernardino-Ontario" CPI-U region percentage change for the preceding 12 months in March, subject to a 2.5% maximum, and a 0.0% minimum.

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.



William J. Wilson
President, Board of Directors
RANCHO CALIFORNIA WATER
DISTRICT



Randy Crowell
President
RANCHO CALIFORNIA WATER
DISTRICT, MANAGEMENT,
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Jeff Armstrong
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
Assistant/Associate/Principal Engineer
Budget / Debt Administrator
Construction Contracts Manager
Customer and Support Services Manager
Data Center Operations Supervisor
District Secretary
Engineering Manager – CIP/Design
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
Management Analyst
Operations Analyst
Operations Project Manager
Procurement and Contracts Administrator
Public Affairs Manager
Public Information Officer I/II Sr
Safety/Risk Officer
Senior Accountant
Senior Water Resource Planner
Water Operations Manager
Water Reclamation Manager
Water Resources Manager
Water Resources Planner
Water Systems Analyst
Water Use Efficiency and Grants Manager