

MESA WATER DISTRICT EMPLOYEE ASSOCIATION

The Mesa Water District Employee Association (MWDEA) is a chapter of the Orange County Employees Association (OCEA).

OCEA has been the exclusive representative of Mesa Water's unionized employees since May 27, 2003 (Mesa Board Resolution No. 1286).

All employees in the job classifications listed below are represented by OCEA in connection with their wages, hours, and other terms and conditions of employment.:

Mesa Water District Employees' Association (MWDEA)

- Accounting Technician I/ II
- Associate Engineer I/II
- Buyer
- Conservation Specialist/Water Use Efficiency Analyst
- Construction Inspector
- Customer Service Representative I/II
- Department Assistant
- Facility Maintenance Worker I/II
- Field Customer Service Representative I/II
- Financial Services Assistant
- Information Technology Technician
- Lead Field Customer Service Representative
- Meter Reader
- Office Assistant
- Operator I/II
- Public Affairs Coordinator
- Senior Accounting Technician
- Senior Civil Engineer
- Senior Operator
- Water Operations Assistant
- Water Operations Coordinator
- Water Quality Technician I/II

As a result of the U.S. Supreme Court's decision in *Janus v. AFSCME*, agency shop service fee arrangements are unconstitutional. Employees in these classifications may decide whether or not to become members of, and pay association dues to, OCEA. The District is committed to neutrality and will treat all employees equally regardless of whether they elect or choose not to elect to become a member of OCEA.

For further information regarding OCEA dues and the terms of membership, contact OCEA Labor Representative Saliem Aregaye at 714-835-3355, or at saregaye@oceaa.org.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into between the Mesa Water District, hereinafter referred to as "Mesa Water" and the Mesa Water District Employees Association, hereinafter referred to as "MWDEA", affiliated with the Orange County Employees Association.

The parties have met and conferred in good faith regarding the wages, hours, and other terms and conditions of employment of the Mesa Water employees represented by MWDEA. This MOU is entered into for the purpose of memorializing agreements reached between Mesa Water and MWDEA. The provisions of this MOU shall be effective January 1, 2018 through December 31, 2022, unless otherwise specified. Except as modified herein or by approved subsequent Side Letter Agreement, all other wages, benefits, and working conditions will remain the same.

TERM: The term of this MOU shall be January 1, 2018 through December 31, 2022.

COMPENSATION: The salary increase for employees covered by this agreement will be adjusted as follows:

- Two percent (2%) effective the first full pay period following January 1, 2018
- Two percent (2%) effective the first full pay period following January 1, 2019
- Two percent (2%) effective the first full pay period following January 1, 2020
- Two and a half percent (2.5%) effective the first full pay period following January 1, 2021
- Three percent (3%) plus a possible salary adjustment based upon the results of the Classification and Compensation study effective the first full pay period following January 1, 2022

HOLIDAYS: Add Christmas Eve (8 hours) and New Year's Eve (8 hours) as a fixed holiday every year.

MERIT INCREASES: Effective January 1, 2018, Mesa Water employees will receive the following increases based upon the ratings they receive on their annual performance evaluations:

- A) Employees who obtain a Generally Meets rating will receive a one-time lump sum payment of 1% of salary.
- B) Employees who are at Steps 1 through 13 and obtain an Meets/Exceeds rating will receive a one-step (2.5%) merit increase.
- C) Employees who are at Step 14 and receive a Meets/Exceeds rating will receive a one-time lump sum payment of 1% of salary
- D) Employees who are at Steps 1 through 12 and obtain an Outstanding rating will receive a two-step (5%) merit increase.
- E) Employees who are at Step 13 and receive an Outstanding rating will receive a one-step (2.5%) merit increase and one-time lump sum payment of 1.5% of salary.
- F) Employees who are at Step 14 and receive an Outstanding rating will receive one-time lump sum payment of 2.5% of salary.

CERTIFICATION AND LICENSE REIMBURSEMENT: Employees will receive \$100 at the end of each year for current and valid certification(s) issued by the California Department of Public Health (DPH) and/or American Water Works Association (AWWA) for each certification above the minimum required in their job specification. Where the employee's job specification does not indicate a minimum certification level, the

maximum annual payment will be \$100 per DPH or AWWA certificate held. Certificates/licenses must be pre-approved by the employee's supervisor prior to when the employee begins taking classes or examination.

Professional Certification Incentive Program (PCIP) awards a \$500 one-time payment to an employee who, while employed by Mesa Water®, completes an educational course of study or program resulting in a college degree or relevant professional certification, which was approved in advance for the PCIP by Mesa Water's General Manager.

JURY LEAVE: Employees who perform jury duty are granted seven (7) business days off without loss of pay while engaged in activities required by the Court provided a Jury Summons and Proof of Service form from the Court are provided to the employee's manager/supervisor. The General Manager may approve additional days, no to exceed eight (8) business days.

CLASSIFICATION AND COMPENSATION STUDY: Mesa Water will schedule and endeavor to complete a Classification and Compensation Study by December 31, 2021 with the Study results to be implemented effective the first full pay period following January 1, 2022. The salary target for each classification will be the median plus 8.5% of that median. The Mesa Water Board of Directors shall determine implementation of the Classification and Compensation Study results.

FLEX CREDITS/BENEFITS: Flex Credits shall remain at \$1,400 per month during the duration of this contract. In the event that healthcare costs significantly rise or decline, either party may reopen the article of the MOU regarding Flex Credits. Additionally, Mesa Water and MWDEA agree to create a joint Working Group to discuss the findings from the Benefits Study conducted by Alliant Employee Benefits.

If the District provides enhanced benefits at any time during this contract to any other employee group, the District shall provide the same benefits to MWDEA.

BENEFITS REOPENER: The parties recognize that certain State and Federal laws, programs, and regulations, including the Affordable Care Act, may impact future medical plan offerings. In the event reform measures alter healthcare coverage options, costs, or other elements of healthcare services that significantly alter provisions of this Memorandum of Understanding, either party may request to reopen the article of the MOU regarding medical insurance.

EMPLOYEE RULES & REGULATIONS: Mesa Water's Employee Rules and Regulations will be updated to reflect the changes needed to implement this MOU. Mesa Water and MWDEA agree to review and finalize the proposed changes to Mesa Water's Employee Rules and Regulations once the MOU has been adopted by Mesa Water's Board of Director.


Tentative agreement was reached on November 21, 2017, then ratified by MWDEA membership on November 28, 2017 and approved by the Mesa Water District Board of Directors on December 14, 2017.

MESA WATER DISTRICT

OCEA/MESA WATER DISTRICT EMPLOYEES
ASSOCIATION


 1-3-18

Paul E. Shoenberger, P.E. Date
General Manager

 1-2-18

Bo Gutierrez Date
OCEA Senior Labor Relations Manager


Phil Lauri
Assistant General Manager
Date 1-8-18


Saliem Aregaye
OCEA Labor Relations Representative
Date 1-8-18



Syndie Ly
Human Resources Manager
Date 1-3-18


Eddie Nunez
MWDEA President
Date 1-3-2018


Alison Wade
Human Resources Assistant
Date 1-8-18


Tim Beaman
MWDEA Representative at Large
Date 12/21/17


Justin Finch
MWDEA Representative at Large
Date 12/26/2017


Epuni Hinnebusch
MWDEA Representative at Large
Date 12/26/17


Travis Payfer
MWDEA Representative at Large
Date 1/4/18

ADDENDUM TO 2018 – 2022 MEMORANDUM OF UNDERSTANDING

This Addendum is made and entered into between Mesa Water District, hereinafter referred to as “Mesa Water” and the Mesa Water District Employees Association, hereinafter referred to as “MWDEA”, affiliated with the Orange County Employees Association.

The parties have met and conferred in good faith and reached agreement regarding employee benefits. This Addendum is entered into for the purpose of memorializing agreements reached between Mesa Water and MWDEA and completes the parties’ meet and confer obligations for 2018-2022. The provisions of this Addendum shall be effective January 1, 2019, unless otherwise specified.

Mesa Water® and MWDEA reached an agreement on August 30, 2018 regarding benefits and agreed to implement the following:

1. Flex Benefits:
Increase the flex benefits amount to \$1600/month effective January 1, 2019.
2. Life Insurance:
Effective January 1, 2019, the amount of group term life and accidental death and dismemberment insurance will be increased to \$200,000 for full-time eligible employees. Part-time employees receive a prorated amount depending upon the number of hours that they normally work.
3. Benefits Reopener:
The parties recognize that certain State and Federal laws, programs, and regulations, including the Affordable Care Act, may impact future medical offerings. In the event that the average annual cost of benefits (medical, dental, and vision) increases by more than five (5) percent in any one year, either party may request to reopen the article regarding flex benefits amount.
4. Benefits Agreement:
Mesa Water and MWDEA agree that future benefits will be adjusted to median at the completion of 2021 Class and Compensation Study. The benefits target will be the median of the benchmark agencies/water districts, and median for insurance benefits uses the maximum employer contribution to commonly used plans. In the event that the median is below the current flex benefits amount, there will be no reduction to the flex benefits.
5. Other Benefits:
Mesa Water agrees to explore conducting a study with benchmark agencies on Deferred Compensation Plan and Retiree Medical Plans.

This Addendum has been approved by Mesa Water District Board of Directors on September 13, 2018.

MESA WATER DISTRICT

OCEA/MESA WATER DISTRICT EMPLOYEES ASSOCIATION


Paul E. Shoenberger, P.E.
General Manager

10/3/18
Date


Saliem Aregaye
OCEA Senior Labor Relations Representative


10/3/18
Date


Syndie Ly
Human Resources Manager

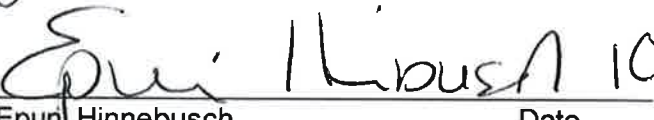
10/3/18
Date


Eddie Nunez
MWDEA Board President

10/3/2018
Date


Justin Finch
MWDEA Board Member

10/18/18
Date


Eperi Hinnebusch
MWDEA Board Member

10/3
Date


Stryder Huff
MWDEA Board Member

10/3/18
Date


Tyler Jernigan
MWDEA Board Member

10-3-18
Date