2009 MOU Negotiations
Moulton Niguel Water District Last Best & Final Offer
July 16, 2009

1. Term. One-year MOU. **[T/A 4/22/09]**

2. Total Compensation Survey. (See Attachment #3.) **[T/A 4/22/09, T/A on C 7/16/09]**

3. Retirement.
   (a) Eliminate EPMC PERS contract amendment for new hires. **[T/A 7/16/09]**
   (b) New hires will pay 100% of "Employee share" of PERS.

4. Vacation.
   (a) Modify existing vacation buyout provisions to provide for minimum use of 50% accrual to qualify for buyout and eliminate the requirement to maintain at least 40 hours on the books after buyout (contingent on withdrawal of Association 4(B) regarding vacation cap). **[T/A 4/13/09]**
   (b) Change the vacation cash out date to June.
   (c) Revise cash outs to avoid constructive receipt issue on vacation cash out. (See Attachment #1.) **[T/A 4/22/09]**

5. Medical Insurance Cost Savings.
   (a) Create a three-tiered prescription drug plan (generic, brand and formulary). Anthem Plan 18 - $10/$20/$40. **[T/A 6/3/09]**
   (b) Offer FSAs for medical and dependent care expenses (contingent on Association agreement to 5(a) above). **[T/A 6/3/09]**

6. Salary Freeze. No on schedule merit or COLA increases.
   2.5% pool
   (a) Employees will still be eligible for 1 time merit incentive payments (off schedule) at General Manager's discretion.
   (b) Employees at top of range receiving above standard performance evaluation to be eligible for up to 3% lump sum payment per year (off schedule).

7. Overtime.
   (a) Add subsection 7 – All vacation and holiday hours (but not sick leave) shall be considered as hours worked toward the 40 hours in a week for qualifying for 1-1/2X pay for overtime work. **[T/A 4/13/09]**
   (b) Add subsection 8 – All hours worked in excess of 12 hours in a shift or in excess of 12 hours in any calendar day shall be paid at 2X the employee's regular hourly rate of pay (contingent on withdrawal of Association 5(C)). **[T/A 4/13/09]**

9. MOU Language. See Attachment #2. **[T/A 5/19/09]**

All proposals are contingent upon agreement on an entire MOU and subject to Moulton Niguel Water District Board approval. The District reserves the right to modify and supplement its proposals throughout the meet-and-confer process.

ATTACHMENT #1

An employee is eligible to transfer up to 80 hours of accrued vacation into one of the deferred compensation plans offered by the District, provided the employee has used at least 40 vacation hours during the fiscal year and provided that the employee maintains 40 hours of accrued vacation following the transfer, or has taken 80 hours within the fiscal year. **[NO CHANGE]**

The District will ~~also consider~~ pay~~ing~~ out vacation hours, provided the employee has used at least 50% of his or her annual vacation accrual during the~~ fiscal year~~ 12 months preceding May 30. Vacation cash outs are paid once per year~~ at the end of May~~ in June. The maximum an employee is able to cash out vacation per calendar year is 120 hours. Employees must present their irrevocable vacation cash out request to Finance prior to January 1st for the following year. In addition, if an employee who is within 40 hours of the vacation ceiling is denied vacation because of District needs, the employee shall be cashed out up to 40 hours irrespective of the limitation set forth above.

ATTACHMENT #2

PRIOR AND EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

It is agreed that all prior and existing wages, hours and other terms and conditions of employment, within the scope of representation, not covered by or specifically addressed in this memorandum of understanding or by the Personnel and Salary Policy (which is incorporated into this agreement by reference) shall continue in full force to the extent it does not conflict with the provisions of this MOU. **[THIS PROVISION WILL REPLACE CURRENT §7.1 IN THE MOU.]**

SUBORDINATION TO THE MEMORANDUM OF UNDERSTANDING

The parties hereby agree and confirm that the Memorandum of Understanding is the governing document for wages, hours, benefits, and terms and conditions of employment for unit employees of the District. Any conflicts in practices, policies, resolutions or ordinances of the District shall be subordinate to the Memorandum of Understanding and where such conflicts exist the Memorandum of Understanding shall prevail. **[THIS PROVISION WILL REPLACE CURRENT ARTICLE 12 IN THE MOU AND THE REMAINING ARTICLES WILL BE RENUMBERED.]**

ATTACHMENT #3

APRIL 29, 2009
CONCEPT/TENTATIVE AGREEMENT FOR
MOULTON NIGUEL WATER DISTRICT
COMPENSATION SURVEY

A. ELEMENTS

- Top step salary
- Employer contribution to medical/dental/vision – max.
- Employer contribution to PERS
- Vacation/flex leave hours
- Sick leave at 50 percent of hours
- Holiday hours

B. AGENCIES

1. Santa Margarita Water District
2. South Coast Water
3. Irvine Ranch Water District
4. El Toro Water District
5. Rancho California Water District
6. Elsinore Valley Municipal Water District
7. Western Municipal Water District at Association's request
8. Eastern Municipal Water District
9. San Diego Gas & Electric
10. Golden State Water Co.

C. ~~APPLICATION OF DATA SUBJECT TO NEGOTIATIONS~~The top of the salary range of those classifications below the average total compensation of the survey shall be increased by 72.5% of the difference between the MNWD total compensation and the survey average.

JOB CLASSIFICATION
SALARY SCHEDULE

Classification	~~Range~~	Minimum	Maximum	Amended Maximum
Management Division				
General Manager		Established by Board		
Board Secretary/Executive Assistant	~~Exempt~~	6,452	8,088	
Human Resources				
Human Resources Manager	~~Exempt~~	6,506	8,588	
Administrative Assistant I-HR	~~34~~	3,282	4,746	4,746
Customer Service Division				
Superintendent, Customer Service	~~Exempt~~	8,529	10,661	
Customer Service Crew Chief	~~41~~	4,636	6,704	7,392
Water Conservation Coordinator	~~40~~	4,415	6,384	6,984
Senior Customer Service Rep. - Field	~~36~~	3,623	5,241	5,398
Senior Customer Service Rep. - Office	~~36~~	3,623	5,241	5,241
Cross Connection Inspector I	~~34~~	3,282	4,746	4,892
Cross Connection Inspector II	~~37~~	3,808	5,505	5,862
Administrative Assistant I	~~34~~	3,282	4,746	4,746
Administrative Assistant II	~~37~~	3,808	5,505	5,505
Customer Service Representative I - Field	~~30~~	2,832	3,894	4,200
Customer Service Representative II - Field	~~32~~	2,975	4,297	4,756
Customer Service Representative III - Field	~~34~~	3,282	4,746	5,068
Customer Service Representative I - Office	~~30~~	2,832	3,894	3,958
Customer Service Representative II - Office	~~32~~	2,975	4,297	4,488
Customer Service Representative III - Office	~~34~~	3,282	4,746	7,751
Engineering Division				
Director of Engineering	~~Exempt~~	11,350	14,188	
Assistant Director of Engineering	~~Exempt~~	10,045	12,556	
Superintendent, Engineering	~~Exempt~~	8,529	10,661	
Inspector Crew Chief	~~41~~	4,636	6,704	6,830
Recycled Water Coordinator	~~40~~	4,415	6,384	6,418
Administrative Assistant I	~~34~~	3,282	4,746	4,746
Administrative Assistant II	~~37~~	3,808	5,505	5,505
Senior Inspector	~~39~~	4,203	6,078	6,223
Senior Recycled Water Inspector	~~39~~	4,203	6,078	6,223
Inspector I	~~32~~	2,975	4,297	5,110
Inspector II	~~36~~	3,623	5,241	5,828
Recycled Water Inspector I	~~32~~	2,975	4,297	
Recycled Water Inspector II	~~36~~	3,623	5,241	5,828
Records and Mapping Coordinator	~~38~~	3,998	5,782	6,032
Engineering/GIS Technician	~~35~~	3,450	4,986	5,389
Engineering Technician I	~~34~~	3,282	4,746	5,074
Technical Clerk I	~~30~~	2,832	3,894	3,954

Classification	~~Range~~	Minimum	Maximum	Amended Maximum
Finance Division				
Director of Finance & Treasurer	~~Exempt~~	11,350	14,188	
Controller	~~Exempt~~	7,181	8,980	
District Accountant	~~44~~	5,376	7,772	7,772
Senior Accountant	~~37~~	3,808	5,505	6,417
Accountant	~~35~~	3,450	4,986	5,701
Accounting Assistant I	~~30~~	2,832	3,894	4,197
Accounting Assistant II	~~32~~	2,975	4,297	4,752
Accounting Assistant III	~~34~~	3,282	4,746	5,371
Billing Supervisor	~~41~~	4,636	6,704	6,874
Senior Billing Clerk	~~35~~	3,450	4,986	5,325
Billing Account Representative I	~~30~~	2,832	3,894	3,901
Billing Account Representative II	~~32~~	2,975	4,297	3,762
Billing Account Representative III	~~34~~	3,282	4,746	5,010
Purchasing Agent	~~40~~	4,415	6,384	6,384
Operations Division				
Director of Operations	~~Exempt~~	11,350	14,188	
Superintendent, Facilities Operations	~~Exempt~~	8,529	10,661	
Superintendent, Utilities Maintenance	~~Exempt~~	8,529	10,661	
Management Information Systems Supervisor	~~Exempt~~	7,915	9,895	
Safety & Regulatory Compliance Supervisor	~~Exempt~~	6,671	8,337	
Systems Analyst I	~~42~~	4,873	7,047	7,047
Systems Analyst II	~~44~~	5,376	7,772	7,887
Water Distribution Supervisor	~~42~~	4,873	7,047	7,847
Collection System Crew Chief	~~41~~	4,636	6,704	6,819
Station Maintenance Crew Chief	~~41~~	4,636	6,704	6,819
Street Crew Chief	~~41~~	4,636	6,704	6,819
Support Services Crew Chief	~~41~~	4,636	6,704	6,819
Administrative Assistant I	~~34~~	3,282	4,746	4,746
Administrative Assistant II	~~37~~	3,808	5,505	5,505
Maintenance Worker I	~~32~~	2,975	4,297	4,297
Maintenance Worker II	~~34~~	3,282	4,746	4,845
Maintenance Worker III	~~37~~	3,808	5,505	5,620
Electrical/Instrumentation Services Supervisor	~~44~~	5,376	7,772	7,915
Electrical/Instrumentation Systems Programmer	~~42~~	4,873	7,047	7,047
Electrical/Instrumentation Technician	~~40~~	4,415	6,384	6,384
Senior Mechanic	~~38~~	3,998	5,782	6,117
Assistant Mechanic II	~~36~~	3,623	5,241	5,436
Assistant Mechanic I	~~34~~	3,282	4,746	4,812
Heavy Equipment Operator	~~38~~	3,998	5,782	5,782
Water Systems Operator I	~~34~~	3,282	4,746	4,746
Water Systems Operator II	~~37~~	3,808	5,505	5,623
Water Systems Operator III	~~38~~	3,998	5,782	5,968