

RESOLUTION NO. OC SAN 22-23

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT APPROVING THE MEMORANDA OF UNDERSTANDING BETWEEN THE ORANGE COUNTY SANITATION DISTRICT AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION, FOR FISCAL YEARS 2022/2023, 2023/2024 & 2024/2025

WHEREAS, on August 28, 2019, the Board of Directors (“Directors”) of the Orange County Sanitation District (OC San) authorized the General Manager to sign the Memoranda of Understanding with the Orange County Employees Association (referred hereinafter as “OCEA”), regarding salaries, benefits and terms and conditions of employment for the period July 1, 2019 through June 30, 2022 (“2019 MOUs”).

WHEREAS, prior to the expiration of the 2019 MOUs on January 26, 2022, OCEA requested to meet and confer regarding successor MOUs.

WHEREAS, pursuant to Government Code Section 3500, *et seq.*, representatives of OCEA have met and conferred with the representatives of OC San and have reached an understanding with regard to certain terms and conditions relative to employment;

WHEREAS, through negotiations the parties agreed that any salary changes would take effect the first pay period in the current fiscal year; and

WHEREAS, the parties have modified the 2022 MOUs between the District and OCEA to reflect the parties’ understanding regarding certain terms and conditions, which include:

- Duration of the MOUs has been modified and will be for a 3-year term commencing July 1, 2022, and terminating June 30, 2025, as reflected in the Cover Page and Articles 1 and 2 of the MOUs.
- Discipline and Dismissal has been modified as set forth below and as reflected in Article 10 of the MOUs:
 - Employees who fail to provide any notice to their supervisor and fail to report to work as scheduled shall be considered “no call/no show” and shall be subject to discipline, up to and including termination. Employees who fail to provide any notice to their supervisor and fail to report to work for three (3) or more consecutive days will be considered to have abandoned their job and shall be subject to discipline up to and including termination.
- Grievance Procedure has been modified as set forth below and as reflected in Article 11 of the MOUs:

- Language added to specify that a copy of the grievance documentation must be submitted to the Director of Human Resources or designee in addition to the Department Head.
- Salary Adjustments and Compensation has been modified as set forth below and as reflected in Article 13 of the MOUs:
 - Year 1 – 4.5% Salary Increase, effective the first pay period of July 2022.
 - Year 2 – 4.0% Salary Increase, effective the first pay period of July 2023.
 - Year 3 – 3.5% Salary Increase, effective the first pay period of July 2024.
 - One-Time Lump Sum Payment – Employees hired or promoted into the Group as of the last day of the first full pay period in July 2022 will receive a \$1,500 one-time payment.
- Severance Pay has been modified as set forth below and as reflected in Article 14 of the MOUs:
 - Deleted: Employees are expected to give a minimum of two (2) weeks written notification when terminating employment with the District.
- Deferred Compensation has been modified as set forth below and as reflected in Article 15 of the MOUs:
 - Effective the first full pay period in July 2022, employees covered by OCERS Plans B and U and who participate in the deferred compensation plan, are eligible to receive up to a \$160 per month matching OC San contribution.
- Holidays has been modified as set forth below and as reflected in Article 16 of the MOUs:
 - Add Martin Luther King, Jr. holiday, and remove Lincoln’s birthday.
 - Updated floating holiday language to say, “Employees will be granted “Floating Holiday” hours equal to and no less than one (1) regular workday during each calendar year. Floating Holiday hours may be utilized in one quarter (.25) hour increments.”
 - Employees must use the “Floating Holiday” within the calendar year it is granted, and it is not subject to cash out or eligible for any mandatory payout regardless of the reason.
- Hours of Work has been modified as set forth below and as reflected in Article 17 of the MOUs:
 - OC San may provide the option of telecommuting, as set forth in the Telecommuting Policy.
- Insurance has been modified as set forth below and as reflected in Article 20 of the MOUs:
 - Add language to reflect that calculation of benefits for retiring employees is based on continuous service for benefitted employment only, time worked as an intern or in a non-benefitted status will not count.

- Probationary Period has been modified as set forth below and as reflected in Article 23 of the MOUs:
 - Add language to reflect that the initial probationary period has been changed from six (6) months to one (1) year.
 - New employees serving their initial probationary period shall be eligible for Development Pay and/or certification/license reimbursement the first day of the pay period following six months of employment without a break in service.
 - An employee may be released during his/her initial probationary period at the discretion of OC San without recourse to the Grievance, Discipline or Appeal Procedure (i.e., an employee is “at-will” during his/her initial probationary period). Employees within the initial probationary period do not have any property rights in their job during probation and may be separated with or without cause.

- Retirement has been modified as set forth below and as reflected in Article 25 of the MOUs:
 - Delete language regarding Plan G, as there are no longer any Plan G members.

- Classification Studies has been modified as set forth below and as reflected in the MOUs:
 - Add language to clarify that employee reclassification request decisions made by the Human Resources Department are final and not subject to appeal, problem-solving, or the grievance process.
 - Reopener: OC San and SPMG agree to reopen this Agreement to meet and confer regarding the comparison agencies used for any classification and compensation studies.

- Uniforms has been modified as set forth below and as reflected in the MOUs:
 - Employees covered by this agreement shall receive a safety boot allowance in the amount of \$225 at the beginning of each fiscal year.

- Resignation has been modified as set forth below and as reflected in Article 51 of the MOUs:
 - Employees resigning from OC San are expected to give a minimum of two (2) weeks advanced written notice prior to leaving. OC San may accept in writing any verbal or written resignation at any time and deem such resignation irrevocable. Voluntary written resignation of employment with OC San is automatically deemed irrevocable after seventy-two (72) hours from OC San’s receipt of the resignation except by approval of the Human Resources Department.

- Housekeeping
 - Changes have been made throughout the MOUs to reflect the name change from OCSD to OC San.

- Changes have been made to modify language in accordance with law (i.e. CFRA leave).

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District, DOES HEREBY RESOLVE, DETERMINE AND ORDER:

Section 1. The aforementioned MOUs between OC San and OCEA for the contract period of July 1, 2022, through June 30, 2025, as outlined herein are hereby approved.

Section 2. The General Manager is authorized to sign the Memoranda of Understanding with OCEA for the period of July 1, 2022, through June 30, 2025, in a form approved by General Counsel.

PASSED AND ADOPTED at a regular meeting held July 27, 2022.

Chad P. Wanke
Board Chairman

APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of the Orange County Sanitation District, do hereby certify that the foregoing Resolution No. OC SAN 22-23 was passed and adopted at a regular meeting of said Board on the 27th day of July 2022, by the following vote, to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Orange County Sanitation District this 27th day of July 2022.

Kelly A. Lore, MMC
Clerk of the Board of Directors
Orange County Sanitation District