

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: February 16, 2023

Item description/summary:

Approval of Side Letter to MOU Between OPUD and Operating Engineers Local Union No. 3 Public Employees Division, on Behalf of the Business and Utility Unit. In accordance with Article V of the MOU, the parties reopened the MOU in Year 2 of the MOU in order to consider wages. After extensive negotiations, the parties mutually agreed to increase the COLA for Employees by 1.5% for Fiscal Years 2022-2023 and 2023-2024 and make a one time payment of \$500 to Employees. The attached Side Letter memorializes the parties' agreement.

Fiscal Analysis:

In accordance with mutually acceptable terms, the COLA for Employees within the Operating Engineers Local Union No. 3 Public Employees Division, Behalf of the Business and Utility Unit will be increased by 1.5% for Fiscal Years 2022-2023 and 2023-2024 as reflected in Exhibit A to the attached Side Letter. In addition, each Employee will receive a one-time payment of \$500.

Employee Feedback

Sample Motion:

Move to Approve Side Letter to MOU Between OPUD and Operating Engineers Local Union No. 3 Public Employees Division, on Behalf of the Business and Utility Unit.

Prepared by:

Joan Cox, General Counsel

**Side Letter of Agreement
Between the Olivehurst Public Utility District and
Operating Engineers Local Union No. 3 Public Employees Division,
on Behalf of the Business and Utility Unit,
January 23, 2023**

Pursuant to the provisions of the Meyers-Milias-Brown Act (“MMBA”) and the Memorandum of Understanding between the Olivehurst Public Utility District (“District”) and Operating Local No. 3 of the International Union of Operating Engineers. AFL-CIO (“Union”), on behalf of the Utility Unit, effective July 1, 2021 through June 30, 2024 (“MOU”), this Side Letter of Agreement is entered into as of February June 11, 2021, between the District and the Union (“Side Letter Agreement”) as an amendment to the MOU. The District and the Union are collectively referred to as the “parties.” It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, oral and written, regarding the matters contained herein between the District and Union. Except as provided herein, all wages hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The District and the Union have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

In accordance with Article V of the MOU, the parties reopened the MOU in Year 2 of the MOU in order to consider wages. After extensive negotiations, the parties mutually agree to replace the last sentence of Section 2 of Article V WAGES with the following:

An additional COLA for fiscal year 2022-2023 will be effective on July 1, 2022 and shall be limited to not more than 3.5%. Effective January 23, 2023, Employees’ wages shall be increased by an additional 1.5% over the 2022-2023 COLA.

An additional COLA for fiscal year 2023-2024 will be effective on July 1, 2023 and shall be limited to not more than 3.5%. Effective July 1, 2023, Employees’ wages shall be increased by an additional 1.5% over the 2023-2024 COLA.

In addition, the District shall make a one-time payment of Five Hundred (\$500) Dollars to Employees during the last week of January, 2023.

This provision shall supersede and override all prior iterations of Article V, Section 2.

Attached hereto and incorporated by reference herein as Exhibit A is the Business Office and Utility Unit updated base pay scale in accordance with the above-referenced revised provision.

This Side Letter of Agreement shall be effective as of January 23, 2023, and will remain in effect through the expiration of the current Memorandum of Understanding. All other provisions of the MOU remain unchanged.

[Signatures follow on next page]

OLIVEHURST PUBLIC UTILITY DISTRICT

OPERATING ENGINEERS LOCAL UNION
NO. 3 of the International Union of Operating
Engineers, AFL-CIO

President, Board of Directors

Business Representative, OE3

District Clerk

Negotiating Team Member

OPUD NON-MANAGEMENT BASE PAY - NON OE3 PENSION

| POSITION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | SALARY EFF DATE |
|---------------------------------------|---------------|---------------|---------------|---------------|---------------|-------------------------------------|
| Account Clerk I | \$19.41 | \$20.38 | \$21.40 | \$22.47 | \$23.59 | MOU Increase 1.5% Eff 01-23-2023 |
| Account Clerk II | \$22.45 | \$23.57 | \$24.75 | \$25.99 | \$27.29 | MOU Increase 1.5% Eff 01-23-2023 |
| Administrative Assistant (Public Wks) | \$28.19 | \$29.60 | \$31.08 | \$32.63 | \$34.26 | MOU Increase 1.5% Eff 01-23-2023 |
| District Clerk / Executive Assistant | \$28.46 | \$29.88 | \$31.38 | \$32.95 | \$34.59 | MOU Increase 1.5% Eff 01-23-2023 |
| Water Treatment Operator | \$26.31 | \$27.62 | \$29.01 | \$30.46 | \$31.98 | MOU Increase 1.5% Eff 01-23-2023 |
| Laboratory Director | \$28.19 | \$29.60 | \$31.08 | \$32.63 | \$34.26 | MOU Increase 1.5% Eff 01-23-2023 |
| Wastewater Collection System Op I | \$20.87 | \$21.91 | \$23.01 | \$24.16 | \$25.37 | MOU Increase 1.5% Eff 01-23-2023 |
| Wastewater Collection System Op II | \$24.22 | \$25.43 | \$26.70 | \$28.04 | \$29.44 | MOU Increase 1.5% Eff 01-23-2023 |
| Wastewater Operator-in-Training | \$19.29 | \$20.25 | \$21.26 | \$22.32 | \$23.44 | MOU Increase 1.5% Eff 01-23-2023 |
| Utility Worker | \$17.30 | \$18.16 | \$19.07 | \$20.02 | \$21.02 | MOU Increase 1.5% Eff 01-23-2023 |
| Utility Operator I | \$22.76 | \$23.89 | \$25.09 | \$26.34 | \$27.66 | MOU Increase 1.5% Eff 01-23-2023 |
| Utility Operator II | \$26.98 | \$28.33 | \$29.74 | \$31.23 | \$32.79 | MOU Increase 1.5% Eff 01-23-2023 |
| Utility Operator III | \$32.01 | \$33.61 | \$35.29 | \$37.06 | \$38.91 | MOU Increase 1.5% Eff 01-23-2023 |
| Engineering Technician I | \$28.87 | \$30.31 | \$31.83 | \$33.42 | \$35.09 | MOU Increase 1.5% Eff 01-23-2023 |
| Engineering Technician II | \$31.90 | \$33.50 | \$35.17 | \$36.93 | \$38.78 | MOU Increase 1.5% Eff 01-23-2023 |
| Park Maintenance Worker I | \$17.30 | \$18.16 | \$19.07 | \$20.02 | \$21.02 | MOU Increase 1.5% Eff 01-23-2023 |
| Park Maintenance Worker II | \$22.19 | \$23.30 | \$24.46 | \$25.69 | \$26.97 | MOU Increase 1.5% Eff 01-23-2023 |
| Water Meter Technician Foreman | \$30.21 | \$31.72 | \$33.30 | \$34.97 | \$36.72 | MOU Increase 1.5% Eff 01-23-2023 |

Bus Ofc

Utility Dept