

**RESOLUTION 22-35  
OF THE HELIX WATER DISTRICT BOARD OF DIRECTORS  
APPROVING THE SIDE LETTER AGREEMENT FOR THE EXTENSION OF  
THE MEMORANDUM OF UNDERSTANDING WITH HELIX WATER DISTRICT  
MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION**

**BE IT RESOLVED** by the Helix Water District Board of Directors:

**SECTION 1:** The board of directors and the middle management employees' association agree to the terms and conditions set forth in the side letter agreement for the extension of the memorandum of understanding from July 1, 2023 through June 30, 2026.

**SECTION 2:** The parties to the MOU agree to continue the term of the MOU for three additional years and include the following additional terms regarding wages and benefits:

- a. The district will provide a cost-of-living adjustment on July 1, 2023, July 1, 2024 and July 1, 2025. The cost-of-living adjustment shall be a minimum of 2% and a maximum of 4% based on the prior calendar year's annual Consumer Price Index for all Urban Consumers-San Diego (All Items) (CPI-U).
- b. Effective July 1, 2023 and July 1, 2024, the district will increase the salary ranges and the salaries of employees by 2%.
- c. For the remaining term of the MOU, as extended, the employee and future retirees' medical monthly contribution for all the medical plans will continue at the January 1, 2022 contribution amounts as indicated in Appendix A.
- d. The district will complete a comprehensive compensation and benefits survey by a third-party consultant, and will strive to have it completed six months prior to the expiration of the MOU, as extended. The district and the association will meet and confer on the parameters of the study, including but not limited to, positions and comparator agencies selected for the study.
- e. Effective July 1, 2023, for the duration of the MOU, as extended, the district will match each CalPERS PEPRA employee's 457 plan contributions, up to \$3,500 per calendar year into the employee's 401(a) account.
- f. District staff will revise Section 8.1 of the policies and procedures manual, to reflect the wages and benefits agreed to in the side letter agreement with the annual policies and procedures manual update.

**SECTION 3:** Nothing in the side letter agreement changes any other wages, pay or other terms or conditions of employment, except as explicitly detailed in the agreement.

**SECTION 4:** The side letter agreement shall not be binding upon the association and the district unless and until the Helix Water District Board of Directors formally approves the side letter agreement as indicated by the employee relations officer's signature.

**PASSED, ADOPTED AND APPROVED** this 20th day of July 2022, by the following vote:

**AYES:** Hedberg, Verbeke, McMillan, Gracyk, Scalzitti

**NOES:** None

**ABSENT:** None

  
Kathleen Coates Hedberg, President

**ATTEST:**

  
Sandra L. Janzen, Secretary of the Board

# Attachment A

## Side Letter Agreement for the Extension of the Memorandum of Understanding Between the Helix Water District and the Helix Water District Middle Management Employees' Association

Helix Water District ("District") and the HELIX WATER DISTRICT MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION ("Association"), hereby agree to an extension of the terms and conditions set forth in the Memorandum of Understanding (July 1, 2019 - June 30, 2023) ("MOU") as follows:

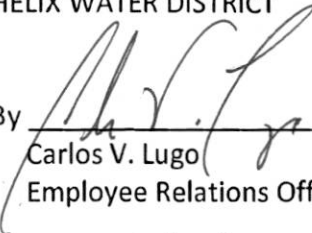
### Agreement

1. The parties to the MOU have agreed to continue the term of the MOU for three additional years (July 1, 2023 - June 30, 2026).
2. The Association and the District have agreed to the following additional terms regarding wages and benefits:
  - A. The District will provide a cost-of-living adjustment on July 1, 2023, July 1, 2024 and July 1, 2025. The cost-of-living adjustment shall be a minimum of 2% and a maximum of 4% based on the prior calendar year's annual Consumer Price Index for all Urban Consumers-San Diego (All Items) (CPI-U).
  - B. Effective July 1, 2023 and July 1, 2024, the District will increase the salary ranges and the salaries of employees by 2%.
  - C. For the remaining term of the MOU, as extended, the employee and future retirees' medical monthly contribution for all the medical plans will continue at the January 1, 2022 contribution amounts as indicated in Appendix A.
  - D. The District will complete a comprehensive compensation and benefits survey by a third-party consultant, and will strive to have it completed six months prior to the expiration of the MOU, as extended. The District and the Association will meet and confer on the parameters of the study, including but not limited to, positions and comparator agencies selected for the study.
  - E. Effective July 1, 2023, for the duration of the MOU, as extended, the District will match each CalPERS PEPRA employee's 457 plan contributions, up to \$3,500 per calendar year into the employee's 401(a) account.
  - F. District staff will make revisions to Section 8.1 of the policies and procedures manual, to reflect the wages and benefits agreed to in this Side Letter Agreement.
3. Nothing in this Side Letter Agreement changes any other wages, pay or other terms or conditions of employment, except as explicitly agreed to herein.

4. The Side Letter Agreement shall not be binding upon the Association and the District unless and until the Helix Water District Board of Directors formally approves this Side Letter Agreement as indicated by the Employee Relations Officer's signature below.


IN WITNESS WHEREOF, the undersigned have signed this Side Letter Agreement, which shall be binding and effective as of the last date signed below.


HELIX WATER DISTRICT


By   
\_\_\_\_\_  
Carlos V. Lugo  
Employee Relations Officer

Dated: 7/22/2022

MIDDLE MANAGEMENT EMPLOYEES'  
ASSOCIATION

By   
\_\_\_\_\_  
Thomas J. Pearce  
Chairperson

By   
\_\_\_\_\_  
Michael A. Herrera  
Vice Chairperson

By   
\_\_\_\_\_  
Oliver K. Malkin  
Secretary

Dated: 7/21/2022

**Memorandum of Understanding  
Appendix A**

<b>Effective 7/1/2023 – 6/30/2026</b>	<b>SINGLE Employee monthly contribution</b>	<b>DOUBLE Employee monthly contribution</b>	<b>FAMILY Employee monthly contribution</b>
Kaiser	\$0	\$0	\$0
Blue Cross Value HMO	\$0	\$50	\$50
Blue Cross Advantage PPO	\$0	\$65	\$65
Blue Cross CalCare HMO: (Grandfathered employees only)	\$0	\$120	\$120
Blue Cross Classic PPO: (Grandfathered employees only)	\$0	\$170	\$170
<b>Effective for retirements between January 1, 2020 and December 31, 2026, if eligible for benefits after Medicare- eligibility (hired before July 1, 2011)</b>	<b>SINGLE Employee monthly contribution</b>	<b>DOUBLE Employee monthly contribution</b>	<b>FAMILY Employee monthly contribution</b>
Kaiser Senior Advantage HMO: (Retirees and dependents (if applicable) enrolled in Medicare)	\$0	\$0	\$0
United Healthcare Medicare Advantage PPO: (Retirees and dependents (if applicable) enrolled in Medicare)	\$0	\$60	\$60