

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
JURUPA COMMUNITY SERVICES DISTRICT AND THE
JURUPA COMMUNITY SERVICES DISTRICT FIELD EMPLOYEES ASSOCIATION

July 1, 2025

THROUGH

June 30, 2029

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Jurupa Community Services District (“District”) and the Jurupa Community Services District Employees Association (“Association”) pursuant to the provisions of the *Meyers-Milias-Brown* Act. This Memorandum of Understanding (“MOU”) is effective only as to the Field Employees (“Employees”) of the Association as set forth in Exhibit “A” of this Agreement. Upon approval and execution of this Agreement by both parties, this entire Memorandum of Understanding (“MOU”) shall be effective and continue in effect up to and including June 30, 2029. Written notification shall be submitted to the other party by February 1, 2029 or by February 1 of any year thereafter. Upon proper notice and a signed statement exercising the right, the parties may extend this MOU for an additional five (5) year term. Exercising the extension requires written approval by both parties. Should either party otherwise request to modify, amend, or terminate the MOU, then this MOU shall continue in effect during such negotiations until a new labor agreement is adopted.

ARTICLE 1

RECOGNITION OF ASSOCIATION

1.1 The District recognizes the Association as the exclusive collective bargaining agent for the job titles as set forth in Exhibit "A" of this Agreement. All other employees of the District are excluded.

1.2 The District retains the right to assign any qualified employee to any work performed by a unit member when there are no bargaining unit personnel employed and available on duty for assignment to the work.

ARTICLE 2

COMPLETION OF MEET AND CONFER PROCESS

2.1 This document constitutes the sole agreement between the parties.

2.2 The parties acknowledge that during the negotiations which preceded this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of "meet and confer," and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred or covered in this Agreement or with respect to any subjects or matters that may not have been within the knowledge or contemplation of either or both of the parties at

the time they negotiated and signed this Agreement. The parties may, however, upon mutual written consent, agree to meet and confer upon any matter within the scope of representation.

2.3 All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this MOU all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications, and assign and direct their work; to promote, demote, transfer, and recall to work employees; to set the standards of productivity, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the numbers of hours and shifts to be worked; to use independent contractors to perform work or services, to subcontract, contract out, close down, or relocate the District's operations or any part thereof, except to the extent it results in the layoff or reduction of wages of an employee; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of machinery, facilities, equipment, and other property of the District; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to

determine the number, location and operation of departments, divisions, and all other units of the District; establish and enforce dress and grooming standards; determine style and/or types of District issued wearing apparel equipment or technologies to be used; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees. The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this MOU.

ARTICLE 4

HOLD HARMLESS

4.1 The Association agrees to indemnify and hold the District harmless against any and all suits, claims, demands, or liabilities that may arise out of or by reason of any action that shall be taken by the District for the purpose of complying with this MOU except the willful disregard or refusal to comply with the provisions thereof or with Federal or State laws.

ARTICLE 5

NONDISCRIMINATION

5.1 It is the policy of both the District and the Association not to discriminate unlawfully against any applicant or employee because of race, creed, color, sex or gender (including pregnancy, childbirth, breastfeeding or related medical conditions), ancestry, national

origin, sexual orientation, gender identity, gender expression, marital status, military or veteran status, religion, disability (mental and physical), genetic information, medical condition, age (40 and over) membership in the Association, or any other category protected by law.

ARTICLE 6

NO STRIKES OR LOCKOUTS

6.1 No Strikes. Apart from and in addition to existing legal restrictions upon and remedies for work stoppages, the Association hereby agrees that during the term of this MOU neither it nor its members or agents, representatives, or persons, acting in concert with any of them, shall incite, engage, or participate in any strike, walkout, slowdown, sickout, or other work stoppage or interference of any nature against the District operations whatsoever or wheresoever located, including but not limited to disputes which are related to the subject matter contained in this MOU; disputes which are specifically not subjects of this MOU; disputes between the District and other employee organizations, persons, or employees; or jurisdictional disputes. In the event of any strike, walkout, slowdown, or other work stoppage or threat thereof against the District, the Association and its officers will take all steps reasonably within their control to end or avert the same.

Those represented by the Association will not authorize, engage in, encourage, sanction, recognize, or assist in any strike, slowdown, walkout, sickout, or other work stoppage against the District or picket in furtherance thereof or participate in unlawful concerted interference in violation of this provision or refuse to perform duly assigned services in violation of this provision. It is understood that any person represented by the Association found in violation of this provision will be subject to discipline, including termination as determined by the District's

General Manager or designee, according to personnel rules and regulations.

6.2 No Lockouts. In consideration of the Association's commitment as set forth herein the District shall not lock out employees.

ARTICLE 7

ASSOCIATION RIGHTS

7.1 Dues Deductions. The District shall deduct dues once each pay period in an amount certified to be current and correct by the Association President from the pay of those employees who individually provide written authorization for dues to the Association. The District shall rely on a certification from the Association for the authorization, modification, or cancellation of any/all dues deductions. The District shall remit the deduction on a bi-weekly basis, when feasible. The total of all such deductions shall be remitted by the District to the Association within thirty (30) days following their deduction. In accordance with SB 866, the Association shall indemnify, defend, and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with this Section.

7.2 Use of District Facilities. The Association may distribute pamphlets, brochures, and membership sign-up forms during non-working hours of all employees involved.

The Association may, with the approval of the General Manager, hold meetings of their members with directors or representatives on District property during non-working hours, provided:

1. Request is made to the General Manager as to the specific location and dates of meetings prior to such meetings.

2. Requests shall state the purpose of the meeting and facility to be used.

7.3 Bulletin Boards. Space will be made available to the Association on District Bulletin Boards provided such use does not interfere with the needs of the District. Association use of bulletin boards shall be only for Association recreational, social, or related news, meeting announcements, election information, newsletters, and official reports on Association business.

7.4 Association Executive Committee Release Time. All Association Executive Committee members may receive up to 24 hours of paid release time per calendar year for the purpose of attending to Association related matters such as board meetings. Committee members must notify their supervisor at least two weeks prior to their need for release time.

ARTICLE 8

EMERGENCY WAIVER PROVISION

8.1 In the event of circumstances beyond the control of the District, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the District's rules and regulations which restrict the District's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the District regarding the impact on employees of the suspension of these provisions in the MOU and any rules, regulations, or policies.

ARTICLE 9

ALTERNATE WORK WEEKS

9.1 The District has implemented a 9/80 work schedule (four 9-hour days per week and one 8-hour day every other week) for field personnel. The District may, at its sole discretion and upon fifteen (15) working days' notice to the Association, implement a 4/10 work program for field personnel. If a 4/10 work program is ever implemented and the District later determines that the 4/10 program is not satisfactory for any reason, the 9/80 work schedule will be reinstated after fifteen (15) working days of notice to the Association.

ARTICLE 10

OVERTIME/COMPENSATORY TIME OFF OPTION

10.1 Unit employees shall receive time and a half pay for all hours worked in excess of their regular daily shift.

10.2 The District shall implement a compensatory time off option in lieu of overtime. Employees wishing to accrue compensatory time off will be required to inform their supervisor, in writing, that they wish to receive compensatory time off in lieu of overtime before the work is performed. Compensatory time off accrual will be limited to eighty (80) hours overtime work (i.e., 120 hours of compensatory time off).

ARTICLE 11

SALARY

11.1 During each year of this MOU the District shall implement Cost of Living

Adjustments (COLA) in the amount of four percent (4%) to the base wage rate of all employees in the unit as follows:

1. Effective July 1, 2025, the District shall increase the base wage rate of unit employees in the total amount of four percent (4%);
2. Effective July 1, 2026, the District shall increase the base wage rate of all unit employees by four percent (4.0%);
3. Effective July 1, 2027, the District shall increase the base wage rate of all unit employees by four percent (4.0%); and
4. Effective July 1, 2028, the District shall increase the base wage rate of all unit employees by four percent (4.0%).

11.2 Pursuant to the District's Rules and Regulations, the District is obligated to provide annual performance evaluations. A satisfactory evaluation is a prerequisite to step increase adjustments in an employee's salary. The District agrees that annual performance evaluations will be completed within thirty (30) days of the scheduled due date. Failure to provide a performance evaluation within that thirty (30) day period will result in the automatic grant of the employee's scheduled pay adjustment retroactive to the date the evaluation came due.

ARTICLE 12

HEALTH INSURANCE

12.1 Dental Insurance. The District agrees to provide dental insurance and to pay the total cost for employee and eligible dependents.

12.2 Vision Care. The District agrees to provide vision care insurance and to pay the current cost for the employee only. The current cost (and cap) is \$7.96 for VSP or \$6.76 for EyeMed. Any increases in the future shall be borne by the employees. This will be provided outside the Flexible Benefit Plan.

12.3 Flexible Benefit Plan: The District has a 3 Tier Flexible Benefit Plan for all unit employees.

1. Effective July 1, 2025 through June 30, 2029 the District shall contribute the following monthly amounts to the employees flexible benefit account:

Tier I	SINGLE	85% of the Kaiser Single Premium
Tier II	TWO-PARTY	85% of the Kaiser Two-Party Premium
Tier III	FAMILY	85% of the Kaiser Family Premium

If the employee selects the Kaiser plan, the employee shall pay the remaining 15% of the cost for their Tier. If the employee selects a more expensive plan, the employee shall pay the difference between the cost for plan the employee selects and 85% of the cost for the Kaiser plan for their Tier.

The Flexible Benefit Plan consists of discretionary allocations by the employee to District sponsored benefit programs. Employees are required to take employee only medical insurance as core benefits with premiums to be paid out of the employer contribution to the employees' flexible benefit account. Employees wishing to exercise the option of waiving medical insurance coverage must provide satisfactory proof of alternate group medical insurance coverage to the Human Resources Director. The District may require the employee to sign a hold harmless statement. Employees may re-enroll in the medical insurance plan subject to plan rules. All medical insurance waivers are subject to the

approval of the Human Resources Director. Discretionary allocations are to be made in accordance with program/District requirements, including restrictions as to the time when changes may be made in allocations to the respective programs.

2. For employees hired prior to July 1, 2025 and opting out of medical coverage, the maximum cash as taxable income that may be received by an employee under this Article after covering core benefits is equal to the District's contribution for Tier I. For all employees hired after July 1, 2025, the payment for opting out of medical coverage shall be set at \$300.00/month to be paid directly to the employee's Health Reimbursement Arrangement (HRA).

3. The Section 125 program will continue in full force and effect unless changed by mutual agreement of the District and the Association. Participation in the program is voluntary.

12.4 Life Insurance. The District will provide \$100,000 of group term life insurance coverage for unit employees.

ARTICLE 13

LABOR MANAGEMENT COMMITTEE

13.1 Labor Management Committee: The parties agree to meet at reasonable intervals during the term of this agreement to address labor-management concerns. The Committee shall consist of no more than three (3) District representatives and three (3) Association representatives. The party requesting to convene the Committee shall provide the other with an

agenda of items to discuss in advance of the meeting. No changes shall be implemented except upon mutual agreement of the parties.

ARTICLE 14

AMERICANS WITH DISABILITIES ACT

14.1 It is hereby agreed between the parties that nothing contained herein is intended to discriminate against any employee, present or future, or any persons affected by this agreement on the basis of any disability or impairment. No accommodation by the District related to the Americans with Disabilities Act of 1990 ("ADA") or the California Fair Employment and Housing Act compliance shall be construed as a violation of or conflict with the provisions of this Agreement.

ARTICLE 15

STANDBY PAY

15.1 The standby pay benefit shall be as follows:

Duty Operator standby rates:

Monday - Friday	\$61.68 per day
Saturday - Sunday	\$91.26 per day
Holidays	\$91.26 per day

Back Up Duty Operator Standby rates:

The back up duty operator shall receive half of the standby compensation rate, as calculated at the time of the work, of the duty operator.

ARTICLE 16

WELDING DUTY PAY

16.1 Unit employees designated and assigned to perform welding duties shall receive a five percent (5%) salary increase above their regular rate of pay. As of the date of this MOU, not more than two (2) unit employees are designated for welding assignment pay. This “two employee” program shall require all participants to obtain an accredited welding certificate and to engage in at least a minimum amount of welding work at the District, as determined within the District’s discretion each year, during the calendar year in order to maintain participation in the program. The “two employee” program shall end as the current participants leave the District, opt to exit the program voluntarily, or fail to meet the qualifications for continued welding duty pay. Other employees may receive a daily welding stipend of five percent (5%) for welding if they meet the District’s certification requirement and have management approval.

ARTICLE 17

OUT OF CLASS PAY

17.1 If an employee is performing all duties of a higher class, as assigned by District management, for a minimum of four weeks, that employee shall receive five percent (5%) adjustment to current salary or be paid at step one of the higher class, whichever is greater. This adjustment shall be retroactive to the first (1st) day of the assignment.

ARTICLE 18

BOOT REIMBURSEMENT

18.1 The District shall supply vouchers for work boots, when needed to replace worn boots, to be redeemed at stores identified by the District. Employees may obtain a voucher from Human Resources by submitting a Boot Voucher Request Form.

Vouchers shall be valued at a maximum of \$200 per voucher. In no instance shall an employee be eligible for more than two (2) vouchers in a calendar year, barring good cause for inordinate wear. The District retains the discretion to demand return of the used and worn boot to verify need for new boots before issuing a voucher. Purchased boots must comply with OSHA standards for usage. Maintenance and care of the boots is the responsibility of the employee. Employees who are reimbursed for work boots shall be expected to wear them while performing services for the District.

ARTICLE 19

HOLIDAY PAY

19.1 The existing holiday pay benefit (six hours pay – straight time) shall be granted to any nonexempt employee scheduled or called to work on a District recognized holiday.

ARTICLE 20

LONGEVITY INCENTIVE

20.1 The District has a longevity incentive plan. Employees receive a 2.5% longevity salary increase after ten years of continuous full-time employment.

ARTICLE 21

SICK LEAVE POLICY

21.1 Accumulation of Sick Leave. Regular, full-time employees will begin to accrue sick leave as of their date of employment and will accrue at bi-weekly rate, for each pay period actually worked, pro-rated such that the employee will be entitled to twelve (12) days of sick leave upon completion of a full year of service. Sick leave is not considered to be vacation and abuse of sick leave will not be tolerated.

1. Employees who were hired before July 1, 2014 are eligible to accrue up to 1,000 hours of sick leave for purposes of converting such sick leave to CalPERS Service Credit upon retirement from the District in accord with applicable laws, rules, regulations and contract provisions, and are eligible to cash-out a maximum of 480 hours of accrued sick leave upon separation from the District. Sick leave hours accrued in excess of 480 will not be automatically cashed out, but may be paid-out by the District during employment upon employee request pursuant to section 20.2.

2. Employees who were hired on or after July 1, 2014 are eligible to accrue up to 1,000 hours of sick leave for purposes of converting such sick leave to CalPERS Service Credit upon retirement from the District in accord with applicable laws, rules, regulations and contract provisions, and are eligible to cash-out a maximum of 480 hours of accrued sick leave upon separation from the District. Employees who were hired on or after July 1, 2014 are not eligible to sell-back sick leave hours to the District during their employment.

21.2 *Sick Leave Pay-Out During Employment.* Upon employee request, on or around the last pay period of each year the District will pay an employee who was hired before July 1, 2014 one hundred percent (100%) of the value of any unused sick leave which has accrued in excess of four hundred and eighty (480) hours during a year, not to exceed 98.8 hours. Such pay-out elections must be made on a yearly basis, and are not cumulative, such that the maximum amount that can be paid-out in any year cannot exceed 98.8 hours, regardless of the number of sick leave hours accrued.

21.3 *Sick Leave Pay-Out At Separation.* If an employee elects to receive a pay-out of accrued sick leave at separation rather than converting such sick leave to CalPERS Service Credit (to the extent the employee is retiring), the employee shall be paid ten percent (10%) for each year of service or portion thereof up to 480 hours of accrued sick leave.

21.4 Any sick leave cash-outs as outlined in District policies or the Personnel Manual shall be made in accordance with IRS guidelines.

21.5 To the extent that any provisions in this section regarding sick leave conflict with any other District policies or procedures regarding sick leave, the provisions in this section of the MOU apply. Except as herein modified, all other terms of the District's policies on sick leave as set forth in the Personnel Manual and in other applicable policies shall continue to apply to unit employees.

ARTICLE 22

VACATION POLICY

22.1 Unit employees shall accrue vacation as follows.

<u>Completed Months of Service</u>	<u>Accrual per Bi-Weekly Pay Period</u>
0-47	3.2
48-107	4.6
108-227	6.2
228+	7.8

22.2 Accrued but unused vacation time shall be carried over to each calendar year.

The maximum accumulation of vacation time for all employees is three hundred and sixty (360) hours. When an employee's accrued vacation time reaches the maximum accumulation limit, accrual shall cease until vacation falls below the maximum accumulation limit.

22.3 Any vacation cash-outs as outlined in District policies or the Personnel Manual shall be made in accordance with IRS guidelines.

Except as herein modified, all other terms of the District's vacation policy as set forth in their Personnel Manual shall continue to apply to all unit employees.

ARTICLE 23

HOLIDAYS

23.1 The following holidays are observed by the District:

- | | |
|---------------------------|-------------------------------------|
| A. New Year's Day | January 1 st |
| B. Martin Luther King Day | 3 rd Monday in January |
| C. Presidents Day | 3 rd Monday in February |
| D. Memorial Day | Last Monday in May |
| E. Juneteenth | June 19 th |
| F. Independence Day | July 4 th |
| G. Labor Day | 1 st Monday in September |

H.	Veterans Day	November 11 th
I.	Thanksgiving Day	4th Thursday in November
J.	Day after Thanksgiving Day	4th Friday in November
K.	Christmas Eve Day	December 24 th
L.	Christmas Day	December 25 th
M.	New Year's Eve Day	December 31 st

23.2 In addition to the holidays listed above, employees shall be entitled to two (2) paid floating holidays per fiscal year. Employees hired between July 1st and December 31st will only be entitled to one (1) paid floating holiday during their first fiscal year. Employees hired between January 1st and June 30th will not be entitled to any paid floating holiday during their first fiscal year. Holiday pay is paid at an amount reflecting the eligible employee's regularly scheduled shift length.

ARTICLE 24

RETIREMENT

24.1 Public Employees Retirement System. Effective January 27, 2003, the District amended its contract with the CalPERS to provide for a two percent (2%) at fifty-five (55) years of age program. Effective July 1, 2006, the District amended its contract with CalPERS to provide for a two and seven-tenths percent (2.7%) at fifty-five (55) years of age retirement plan. Notably, in 2013 PEPRAs changes required that all non-Classic Employees be subject to a two percent (2%) at sixty-two (62) years of age formula.

24.2 CalPERS Contributions: Employee pension contributions are as follows:
For employees who are "Tier 1 Classic Members" (hired before July 1, 2014), employees currently pay 6% towards their member contribution. Effective July 1, 2025, Tier 1 Classic employees shall pay an additional 1% towards their member contribution on a pre-tax basis, for a

total of 7%. Effective July 1, 2026, Tier 1 Classic employees shall pay an additional 1% towards their member contribution on a pre-tax basis, for a total of 8%.

For employees who are "Tier 2 Classic Members" (hired on or after July 1, 2014), employees pay the full member contribution on a pre-tax basis for a total of 8%.

For employees hired on or after January 1, 2013 who are "New Members" under the Public Employees' Pension Reform Act ("PEPRA"), employees pay 50% of normal cost, currently 7.75%. If CalPERS adjusts the normal cost rate, the District shall notify the Association of the rate increase and provide the specific CalPERS actuarial report prior to implementing the increase in cost to the PEPRA employees.

ARTICLE 25

CONTINUING EDUCATION REIMBURSEMENT/ OVER CERTIFICATION PAY

INCENTIVE

25.1 All unit employees shall be eligible for reimbursement for incurred expenses of approved continuing education, including the cost of registration fees, tuition, health fees, parking fees, books and other required course tools, supplies and materials other than pens, pencils and paper; provided the continuing education meets the eligibility requirement set out in the JCSD Personnel Manual.

25.2 As an alternative to receiving education reimbursement, an Employee may opt for a pensionable Education Incentive Over Certification Pay of 2.5% base pay compensation for each

certification, degree, or program from an accredited institution (hereinafter referred to as "certifications"), up to a maximum of two certifications, not exceeding a total of 5%.

- (1) Degree (Associates, Bachelors, Masters, Doctorate).
- (2) Specific courses resulting in certificates or professional licenses.
- (3) Specific courses taken for credit relating to support functions of the District.
- (4) Other programs deemed appropriate for District personnel.

This premium pay shall only be for certifications beyond those required by the job description that enhance their ability to do their job and must be a Grade II or higher (e.g., Distribution Grade 1 certificates are not eligible for certification pay).

Employees cannot receive both education reimbursement and certification pay for the same certification. Note that education reimbursement is not reportable to CalPERS. Certification eligibility must be approved by the Employee's Supervisor, Director, Human Resources Director, and General Manager before it takes effect.

ARTICLE 26

SHIFT DIFFERENTIAL PAY

26.1 When a regulating agency is mandating the operation of a facility 24/7, employees who work a complete shift between 7 p.m. and 7 a.m. shall receive a five percent (5%) pay differential for that shift. If the District changes start times of shifts, it will also discuss changing the hours for shift differential with the Association.

ARTICLE 27

FATIGUE TIME OFF

27.1 In response to an emergency or other special circumstance, the District may require that an employee work during the hours between 10:00 p.m. and 6:00 a.m. If an employee is required to work at least three (3) hours between 10:00 p.m. and 6:00 a.m. and has a regularly scheduled shift later that same day, the District will make all reasonable efforts to permit the employee to delay reporting for their shift by the equivalent amount of hours that were worked by the employee between the hours of 10:00 p.m. and 6:00 a.m., inclusive of commute time (with a maximum of no more than 30 minutes allowed each way). The employee will be paid at their regular rate during the hours between the employee's scheduled report time and the approved delay reporting time. For example, if the employee was required to work during an emergency from 11:00 p.m. until 4:00 a.m. (5 hours total) and has a regularly scheduled shift beginning at 7:00 a.m. that same day, the employee may be permitted to report to work at noon instead of 7:00 a.m., but would still be paid as if the employee reported at 7:00 a.m.

27.2 An employee who works time between 10:00 p.m. and 6:00 a.m. that falls short of the required three (3) hours needed to trigger paid fatigue time may elect to take the same amount of time off, without pay, as the employee worked within the 10:00 p.m. to 6:00 a.m. time period. The District will make all reasonable efforts to permit the employee to delay reporting for his or her shift by the equivalent amount of hours that were worked by the employee between the hours of 10:00 p.m. and 6:00 a.m., exclusive of commute time. This time off will be unpaid, unless otherwise covered by vacation or compensatory time. For example, if the employee was required to work during an emergency from 11:00 p.m. to 1:00 a.m. (2 hours total) and has a regularly scheduled shift beginning at 7:00 a.m. that same day, the employee may elect to report

at 9:00 a.m. instead of 7:00 a.m., but would be paid only for the time actually worked and would *not* receive additional fatigue pay as if the employee reported at 7:00 a.m. Any employee who utilizes this unpaid fatigue time may, where work is available, extend his or her shift by an amount equivalent to the fatigue time taken at the beginning of his or her shift.

27.3 An employee entitled to fatigue time under this Article may request to use accrued vacation or compensatory time towards any unpaid fatigue time taken off or the remainder of his or her regularly scheduled shift following paid or unpaid fatigue time. The employee's supervisor and/or manager will make reasonable efforts to approve such requests, giving due consideration to the welfare of the employee as well as the critical needs of the District.

27.4 All water treatment employees who are required to be on standby shall receive an additional one (1) hour's compensation at the employee's regular rate of pay for each day he or she is assigned to be on standby duty. This additional compensation is designed to compensate the standby water treatment employees for sleep interruption caused by the otherwise non-compensable work logging on to the District's computer network.

27.5 In accordance with Article 10, only hours actually worked by an employee in excess of his or her regular daily shift will be paid at the overtime rate of one and one-half times the regular rate of pay.

ARTICLE 28

BILINGUAL PAY

28.1 Based upon the needs of the District and General Manager approval, up to a maximum of four (4) employees within each field department, who pass a written and verbal proficiency test as arranged for by the District, shall receive a three and one half percent (3.5%) pay increase. All employees serving in the position of meter readers, who pass a written and verbal proficiency test are eligible to receive bilingual pay. Such pay is provided based on District needs, as determined in the District's sole discretion pursuant to historic processes, in a language(s) approved and tested by the District.

ARTICLE 29

CALL OUT TRAVEL TIME PAY

29.1 When an Employee is called out from his home to return to work, outside of his regular schedule, he shall be paid one-half hour travel pay for getting to the workplace and returning home (a total of one hour's pay at the Employee's overtime rate per call out). If a second Call Out occurs more than thirty (30) minutes after the completion of the job, the employee will be eligible for an additional one hour Call Out Travel Time Pay.

ARTICLE 30

CATASTROPHIC LEAVE BANK

30.1 The District will establish a catastrophic leave bank policy which whereby Employees will be allowed to donate sick leave to fellow Employees who have a catastrophic

illness. The District will convert the sick leave into dollars and then apply it at the receiving Employee's current wage rate.

ARTICLE 31

TECHNOLOGY STIPEND

31.1 Upon approval, the District will provide unit employees with \$80.00 per month as a technology stipend for use of personal technology for business purposes. Employees who have received a District-issued cell phone are ineligible for the technology stipend. This will supersede the existing cell phone policy, including the current one-time reimbursement for new phones.

ARTICLE 32

COMPUTER LOAN PROGRAM

32.1 Eligible employees may receive an interest-free loan up to \$3,500 to purchase a computer, printer and/or cables subject to agreeing to and signing a District computer loan program agreement. Automatic payroll deductions will be made each pay period not to exceed 5 years. Employees separating from the District will make payment in full of any outstanding balance, which obligations will be stated and acknowledged in the computer loan program agreement.

ARTICLE 33

DEFERRED COMPENSATION

33.1 The District will match employee contributions of up to \$25.00 per pay period in employee's 401(a) account, a maximum of \$650.00 yearly.

ARTICLE 34

JCSD STORE CREDIT ALLOWANCE

34.1 The District will provide each unit employee with a \$100.00 yearly credit to be used toward the purchase(s) of JCSD apparel. Any unused amount for the year shall not roll over.

ARTICLE 35

LAYOFFS

35.1 The District agrees to include the following factors when identifying positions for any necessary layoff: (1) How essential to District operations is services performed by employee; (2) the Ability of the District to perform service without that employee; (3) the special skills and/or certifications maintained by the employee; (4) the performance evaluations of the employee; and (5) the longevity of the employee at the District.

ARTICLE 36

EXISTING CONDITIONS OF EMPLOYMENT

36.1 It is agreed and understood by the parties that all existing benefits and terms and conditions of employment not addressed or specifically changed by this MOU that are within the lawful scope of the meet and confer process will not be reduced and shall remain in full force and effect during the entire terms of this MOU.

ARTICLE 37

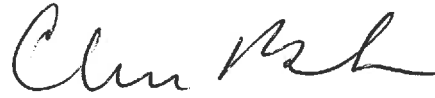
PARTIAL INVALIDITY

37.1 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Duly executed by the parties hereto on June 10, 2025.



Luis Tapia, President
Jurupa Community Services District
Field Employees Association



Chris Berch, General Manager
Jurupa Community Services District



Cesar Espinoza, Vice President
Jurupa Community Services District
Field Employees Association

EXHIBIT A

“Field Employees”

CMMS Coordinator
Construction Inspector
Electrical & Instrumentation Crew Leader
Electrical & Instrumentation Technician I/II/III
Environmental Compliance Coordinator
Environmental Compliance Inspector I/II/III
Fleet & Facilities Crew Leader
Fleet & Facilities Technician I/II/III
Irrigation Technician
Maintenance Planner/Scheduler
Mechanical Systems Crew Leader
Mechanical Systems Supervisor
Mechanical Systems Technician I/II/III
Meter Reader I/II
Operations Technology Supervisor
Park Maintenance Crew Leader
Parks Maintenance Supervisor
Parks Maintenance Worker I/II/III
Park Ranger
Purchasing and Warehouse Specialist
Purchasing and Warehouse Technician
SCADA Specialist I/II
Senior Construction Inspector
Senior Meter Reader
Utility Crew Leader
Utility Supervisor
Utility Technician I/II/III
Water Quality Coordinator
Water Quality Technician I/II/III

Water Systems Crew Leader

Water Systems Operator I/II/III/IV

Water Systems Supervisor

Water Treatment Crew Leader

Water Treatment Operator I/II/III/IV

Water Treatment Supervisor

Limited-term employees in the job titles listed above shall only be hired for a limited duration and shall retain their status as at-will employees, but shall be deemed to be members of the Association, and subject to the terms and conditions of, and rights and benefits provided by the MOU.

**SIDE LETTER OF AGREEMENT BETWEEN THE
JURUPA COMMUNITY SERVICES DISTRICT AND
JCSD FIELD EMPLOYEES ASSOCIATION**

The Jurupa Community Services District (“District”) and the JCSD Field Employees Association (“Association”) (collectively, the “Parties”) hereby agree to modify their Memorandum of Understanding which is set to expire on June 30, 2029 (“MOU”) as indicated below. These terms shall not be subject to further negotiations or demand until the completion of the term of the MOU.

1. ARTICLE 16 WELDING DUTY PAY, is hereby amended in its entirety as follows:

ARTICLE 16 GAS MAINTENANCE WELDING ASSIGNMENT PAY

- 16.1 Effective July 1, 2009, unit employees working in Utility Technician I/II/III and Utility Crew Leader maintenance positions who are routinely and consistently designated and assigned to perform pipeline welding duties or inspections shall receive a five percent (5%) salary increase above their regular rate of pay which shall be paid on a biweekly basis. In order to be assigned to Gas Maintenance Welding Assignment, all participants are required to obtain an accredited welding certificate.
- 16.2 To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as gas maintenance premium eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.

2. ARTICLE 17 OUT OF CLASS PAY, is hereby in its entirety as follows:

- 17.1 Effective July 1, 2009, if an employee is performing all duties of a higher class, as assigned by District management, for a minimum of four weeks, that employee shall receive five percent (5%) adjustment to current salary or be paid an amount equal to the difference between the employee’s regular salary and step one of the higher class, whichever is greater. This adjustment shall be retroactive to the first (1st) day of the assignment, and shall be paid in each bi-weekly pay period after becoming eligible for Out of Class Pay. Each Out of Class Assignment will be documented through a Personnel Action Form placed in an employee’s personnel file, which identifies the start and end dates of the assignment, title of the higher class, and whether the employee was paid 5% of their current salary or as the difference between their current salary and step one of the higher class to which they have been assigned.

- 17.2 To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as temporary upgrade pay eligible for use in the calculation of CalPERS retirement benefits for classic employees only, pursuant to Government Code § 20636 and Title 2 California Code of Regulations § 571. Pursuant to Title 2 California Code of Regulations § 571.1, PEPRAs employees are not eligible for temporary upgrade pay special compensation.

3. ARTICLE 18 BOOT REIMBURSEMENT, is hereby amended in its entirety as follows:

ARTICLE 18 UNIFORM AND BOOT REIMBURSEMENT

- 18.1 The District shall supply vouchers for work boots, when needed to replace worn boots, to be redeemed at stores identified by the District. Employees may obtain a voucher from Human Resources by submitting a Boot Voucher Request Form.

Vouchers shall be valued at a maximum of \$200 per voucher. In no instance shall an employee be eligible for more than two (2) vouchers in a calendar year, barring good cause for inordinate wear. The District retains the discretion to demand return of the used and worn boot to verify need for new boots before issuing a voucher. Purchased boots must comply with OSHA standards for usage. Maintenance and care of the boots is the responsibility of the employee. Employees who are reimbursed for work boots shall be expected to wear them while performing services for the District.

- 18.2 Effective June 1, 2011, all Field Unit employees shall be required to wear a uniform during normal working hours as a substitute for personal attire. The monetary value of the uniforms and their maintenance provided by the District will not exceed \$400 each fiscal year (\$15.39 bi-weekly), per employee, and does not include items solely for personal health and safety.
- 18.3 To the extent permitted by law, the compensation in Article 18.2 is special compensation and shall be reported to CalPERS as uniform allowance eligible for use in the calculation of CalPERS retirement benefits of Classic CalPERS members, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1. Compensation for boot reimbursement under Article 18.1 is solely for personal health and safety and will not be reported to CalPERS as uniform allowance special compensation.

4. ARTICLE 19 HOLIDAY PAY, is hereby amended in its entirety as follows:

- 19.1 The existing holiday pay benefit (six hours pay — straight time) shall be granted to any nonexempt employee scheduled or called to work on a District recognized holiday.

- 19.2 Holiday pay does not qualify as special compensation because there are no positions under this MOU that experience required scheduled staffing. As such, compensation under this section shall not be reported to CalPERS for use in the calculation of CalPERS retirement benefits.

5. ARTICLE 20 LONGEVITY INCENTIVE, is hereby amended in its entirety as follows:

- 20.1 Effective July 1, 1998, employees shall receive a longevity salary increase equal to two and one-half percent (2.5%) of base pay after ten (10) years of continuous full-time employment with the District. Longevity pay shall be paid to Employees in each bi-weekly pay period, beginning the date that the employee reaches ten (10) years of continuous full-time employment with the District.
- 20.2 To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as longevity pay eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.

6. ARTICLE 25 CONTINUING EDUCATION REIMBURSEMENT/ OVER CERTIFICATION PAY INCENTIVE, is hereby amended in its entirety as follows:

ARTICLE 25 CONTINUING EDUCATION REIMBURSEMENT/EDUCATION INCENTIVE PAY

- 25.1 All unit employees shall be eligible for reimbursement for incurred expenses of approved continuing education, including the cost of registration fees, tuition, health fees, parking fees, books and other required course tools, supplies and materials other than pens, pencils and paper; provided the continuing education meets the eligibility requirement set out in the JCSD Personnel Manual.
- 25.2 Effective July 1, 2004, as an alternative to receiving education reimbursement, an Employee may opt for a pensionable Education Incentive Pay. Employees cannot receive both education reimbursement and certification pay for the same certification. Note that education reimbursement is not reportable to CalPERS. Certification eligibility must be approved by the Employee's Supervisor, Director, Human Resources Director, and General Manager before it takes effect.

Effective September 14, 2026, all eligible unit employees shall receive the Educational Incentive Pay, regardless of whether they have received an education reimbursement.

The Education Incentive Pay of two and one-half percent (2.5%) base pay compensation shall be paid to unit employees on a bi-weekly basis for each certification, degree, or course from an accredited institution (hereinafter referred

to as "certifications"), which enhances an employee's ability to perform their normal job functions. An employee may receive compensation for a maximum of two certifications, where Educational Incentive Pay shall not exceed a total of five percent (5%) base pay.

- i. Degree (Associates, Bachelors, Masters, Doctorate).
- ii. Specific courses resulting in certificates or professional licenses.
- iii. Specific courses taken for credit relating to support functions of the District.
- iv. Other course deemed appropriate for District personnel.

Employees shall provide evidence of certifications to the District's human resources department. The District's human resources department shall verify the certification and that it enhances an employee's ability to perform the normal job functions of their assigned position. Once verified, Educational Incentive Pay shall be paid in each bi-weekly pay period, beginning in the pay period in which the evidence was provided to the District's human resources department.

This premium pay shall only be for certifications beyond those required by the job description that enhance their ability to do their job. For graded certifications, this premium pay is only paid for those that are a Grade II or higher (e.g., Distribution Grade 1 certificates are not eligible for certification pay).

- 25.3 To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as educational incentive eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.

7. ARTICLE 26 SHIFT DIFFERENTIAL PAY, is hereby amended in its entirety as follows:

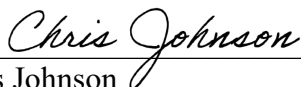
- 26.1 Effective July 1, 2004, when a regulating agency is mandating the operation of a facility 24/7, employees who routinely and consistently work a complete shift between 7 p.m. and 7 a.m. shall receive a five percent (5%) pay differential for all hours worked during each applicable shift. Shift differential pay shall be paid to employees in each bi-weekly pay period. If the District changes start times of shifts, it will also discuss changing the hours for shift differential with the Association.

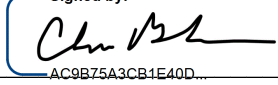
- 26.2 To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as shift differential pay eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.

8. ARTICLE 28 BILINGUAL PAY, is hereby amended in its entirety as follows:

- 28.1 Effective July 1, 2004, employees who pass a written and verbal proficiency test as arranged for by the District, shall be eligible for assignment to designated bilingual positions. All employees who are assigned to designated bilingual positions shall receive a three- and one-half percent (3.5%) pay increase because they are assigned to a position where they routinely and consistently communicate in languages other than English. The number of designated bilingual positions is based on District operational needs, and as determined by the District Bilingual pay shall be paid to employees in each bi-weekly pay period.
- 28.2 To the extent permitted by law, the compensation in this section is special compensation and shall be reported to CalPERS as bilingual pay eligible for use in the calculation of CalPERS retirement benefits, pursuant to Government Code § 20636 and Title 2 California Code of Regulations §§ 571 and 571.1.
9. Except as expressly modified by this side letter, the provisions of the MOU shall remain unchanged. Upon expiration of the current MOU, this Side Letter will be incorporated into the successor MOU.

APPROVAL:


Chris Johnson
Jurupa Community Services District
Field Employees Association

Initial Signed by:
 
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Chris Berch, General Manager

Date: 09/02/2026

Date: 9/24/2026 | 1:47 PM PDT