

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
JURUPA COMMUNITY SERVICES DISTRICT AND THE
JCSD MID-MANAGEMENT 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 JCSD Mid-Management Employee Association (“Association”) pursuant to the provisions of the *Meyers-Milias Brown* Act. This Memorandum of Understanding (“MOU”) is effective only as to the Mid-Management 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, lay off, 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

NONDISCRIMINATION

4.1 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 5

AMERICANS WITH DISABILITIES ACT

5.1 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 6

HOLD HARMLESS

6.1 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 7

NO STRIKES OR LOCKOUTS

7.1 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 whatsoever, or where-so-ever 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 of designee, according to personnel rules and regulations.

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

ARTICLE 8

ASSOCIATION RIGHTS

8.1 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.

8.2 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 Human Resources Director 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.

8.3 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.

8.4 Email. The MMEA may also use District email within reason to distribute information to members.

8.5 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 9

EMERGENCY WAIVER PROVISION

9.1 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 10

FLEXIBLE WORK WEEK SCHEDULES

10.1 The District and Association agree to flexible workweek schedules that are adopted in advance and administered pursuant to the legal mandates of the Fair Labor Standards Act. The

District, at its discretion, may allow the MMEA to work altered schedules with approval by the GM or his/her designee. The Association agrees that, when necessary, Employees shall work hours and duties necessary for the administration of the implemented work schedule assigned to each employee.

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 (4.0%);
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

SICK LEAVE POLICY

12.1 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 12.2.

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.

12.2 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.

12.3 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.

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

12.5 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 13

LONGEVITY INCENTIVE

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

ARTICLE 14

ADMINISTRATIVE LEAVE

14.1 The District, in recognition of the fact that Exempt employees are not entitled to receive overtime compensation despite devoting hours beyond the normal workweek, shall be allowed to take up to forty-four (44) hours administrative leave per year. Administrative leave will not be accumulative; has no cash value and any remaining balance shall expire on June 30th of each year. Approval to take administrative leave must be requested and approved in the same manner as currently used for vacation time.

14.2 New hires' administrative leave will be pro-rated.

14.3 As with all leaves, administrative leave is at the final discretion of the General Manager.

ARTICLE 15
VACATION POLICY

15.1 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

15.2 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.

15.3 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 16

HOLIDAYS

16.1 The following holidays are observed by the District pursuant to this MOU:

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

16.2 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 17

HEALTH INSURANCE

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

17.2 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 and \$6.76 for EyeMed. Any increases in the future shall be borne by the employees. This will be provided outside the Flexible Benefit Plan.

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

1. Effective July 1, 2025 – 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 insurance, 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 per 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.

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

ARTICLE 18

RETIREMENT

18.1 The California Public Employees Retirement System ("CalPERS") governs Employee retirement pursuant to its own regulations and applicable District Resolutions and contract. 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. 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. As outlined in the Personnel Manual, for employees hired on or after July 1, 2014, the District will no longer pay medical premiums after retirement. Employees hired before March 1, 2008, with at least five (5) years PERS-credited service at the District will have one hundred percent (100%) medical retirement paid by the District for the employee and qualifying dependents. Employees hired on or after March 1, 2008 but before July 1, 2014 will be eligible for PERS medical benefits upon retirement from the District for themselves and qualifying dependents provided they have at least ten (10) years of PERS-credited service with at least five (5) of those years completed at the District. The District's contribution for those employees hired on or after March 1, 2008 but before July 1, 2014, will be based upon years of service.

18.2 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 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 19

CONTINUING EDUCATION REIMBURSEMENT/OVER CERTIFICATION PAY

INCENTIVE

19.1 All unit employees shall be eligible for reimbursement for incurred expenses of 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 District Personnel Manual.

19.2 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 20

SHIFT DIFFERENTIAL PAY

20.1 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 21

CATASTROPHIC LEAVE BANK

21.1 The District will establish a catastrophic leave bank wherein 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 22

BILINGUAL PAY

22.1 Based upon the needs of the District and General Manager approval, up to a maximum of four (4) employees within each 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. 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 23

OUT OF CLASS PAY

23.1 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 24

COMPUTER LOAN PROGRAM

24.1 Eligible employees may receive an interest-free loan up to \$3,500 to purchase a computer, printer and/or cables. 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 25

DEFERRED COMPENSATION

25.1 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 26

TECHNOLOGY STIPEND

26.1 Upon approval, the District will provide unit employees with \$80.00 per month as a technology stipend for the 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 27

JCSD STORE CREDIT ALLOWANCE

27.1 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 28

VEHICLE ALLOWANCE

28.1 The District shall provide all Managers, Superintendents, Principal Engineers, Project Manager, Safety & Emergency Response Officer, and Water Resources Program Manager with a Two Hundred and Fifty Dollar (\$250.00) monthly automobile allowance as well as mileage reimbursement for travel more than two hundred (200) miles outside of District limits in the performance of work-related duties, as may be amended from time to time. Those receiving this allowance are required to use their personal vehicle for travel in the performance of their work-related duties. All expenses associated with such use shall be the employee's responsibility.

ARTICLE 29

BOOT REIMBURSEMENT

29.1 The District shall supply vouchers for work boots for field operations supervisors or other exempt employees whose job duties require such work boots or safety shoes. Boot vouchers, when needed to replace worn boots, can 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 30

EXISTING CONDITIONS OF EMPLOYMENT

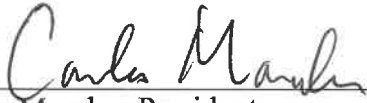
30.1 It is agreed and understood by the parties that all existing benefits and terms and conditions of employment not addressed or specifically changed by this MOU that are within the lawful scope of the meet and confer process will not be reduced and shall remain in full force and effect during the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

ARTICLE 31

PARTIAL INVALIDITY

31.1 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



Carlos Morales, President
Jurupa Community Services District
Mid-Management Employees Association



Chris Berch, General Manager
Jurupa Community Services District



Enayat Khugyani, Vice President
Jurupa Community Services District
Mid-Management Employees Association

EXHIBIT A

“Mid-Management Employee Association”

Accountant
Accounting Manager
Accounting Supervisor
Asset Reliability Manager
Associate Engineer
Budget Analyst
Contracts and Procurement Coordinator
Customer Service Manager
Customer Service Supervisor
Deputy Director of Operations
Engineering Manager
Environmental Compliance Program Manager
Environmental Services Manager
Finance Manager/Controller
Finance Program Manager
Fleet and Facilities Superintendent
GIS Analyst
GIS Supervisor
Grants Analyst
Information Technology Analyst
Information Technology Business Systems Analyst
Information Technology Manager
Information Technology Supervisor
Management Analyst
Mechanical Superintendent
Operations Technology Manager
Park Maintenance Manager
Principal Engineer
Project Coordinator I/II
Project Manager
Public Affairs Supervisor
Record Coordinator
Recreation Manager
Recreation Supervisor
Safety and Emergency Response Officer
Senior Accountant
Senior Engineer
Senior Project Coordinator
Source Control Manager

Technical Services Manager
Training and Development Coordinator
Utilities Operations Manager
Water Resources Program Manager
Water Systems Manager
Water Treatment Manager

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 MID-MANAGEMENT EMPLOYEES ASSOCIATION**

The Jurupa Community Services District ("District") and the JCSD Mid-Management 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 13 LONGEVITY INCENTIVE, is hereby amended in its entirety as follows:

- 13.1 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.
- 13.2 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.

2. ARTICLE 19 CONTINUING EDUCATION REIMBURSEMENT/OVER CERTIFICATION PAY INCENTIVE, is hereby amended in its entirety as follows:

ARTICLE 19 CONTINUING EDUCATION REIMBURSEMENT/ EDUCATIONAL INCENTIVE PAY

- 19.1 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.
- 19.2 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.

An Education Incentive Pay of two and one-half percent (2.5%) base pay compensation shall be paid to unit employees 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).

- 19.3 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.

3. ARTICLE 20 SHIFT DIFFERENTIAL PAY, is hereby amended in its entirety as follows:

- 20.1 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.

20.2 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.

4. ARTICLE 22 BILINGUAL PAY, is hereby amended in its entirety as follows:

22.1 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.

22.2 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.

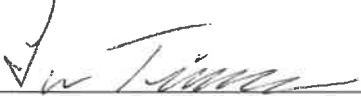
5. ARTICLE 23 OUT OF CLASS PAY, is hereby amended in its entirety as follows:

23.1 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 the employee has been assigned.

23.2 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 are not eligible for temporary upgrade pay special compensation.

6. 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:



Ian Timmons
Jurupa Community Services District
Mid-Management Employees Association

Initial


M.E.S.

Signed by:


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Chris Berch, General Manager

Date: 9.9.2026

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