BEAUMONT-CHERRY VALLEY WATER DISTRICT
560 Magnolia Avenue, Beaumont, CA 92223

NOTICE AND AGENDA
MEETING OF THE PERSONNEL COMMITTEE

This meeting is hereby noticed pursuant to
California Government Code Section 54950 et. seq.

Tuesday, November 17, 2026 at 4:30 p.m.
560 Magnolia Avenue, Beaumont, CA 92223

TELECONFERENCE NOTICE
The BCVWD Personnel Committee members will attend in person at the BCVWD Administrative Office

This meeting is available to the public via Zoom teleconference
To access the Zoom conference, use the link below:
https://us02web.zoom.us/j/85792068838?pwd=cFArZHZ4aHRSUmJLeTBCZVpnUGRmdz09

***To telephone in, please dial: (*669) 900-9128**
***Enter Meeting ID:* 857 9206 8838 • *Enter Passcode*: 457586**

*For Public Comment, use the **"Raise Hand"** feature if on the video call when prompted. If dialing in, please **dial *9 to "Raise Hand"** when prompted*

Meeting materials will be available on the BCVWD's website:
https://bcvwd.gov/document-category/personnel-committee-agendas/

PERSONNEL COMMITTEE MEETING – NOVEMBER 17, 2026

Call to Order: Chair Covington

Roll Call

	John Covington, Chair
	Lona Williams

	Andy Ramirez (alternate)

Public Comment

PUBLIC COMMENT: RAISE HAND OR PRESS *9 to request to speak when prompted. If you are present in the Conference Room, please fill out a Request to Speak card and deliver it to the Recording Secretary.

At this time, any person may address the Committee on matters within its jurisdiction. However, state law prohibits the Committee from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting.

Please limit your comments to three minutes. Sharing or passing time to another speaker is not permitted.

1. **Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a unanimous vote of the legislative body members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
   a. Item(s) to be removed or continued from the Agenda
   b. Emergency Item(s) to be added to the Agenda
   c. Changes to the order of the Agenda

ACTION ITEMS

2. **Acceptance of Personnel Committee Meeting minutes**
   Minutes may be accepted by consensus
   a. October 20, 2026 Special Meeting (pages 4 - 9)

3. **Report / Update from BCVWD Employees Association** (no staff report)

Association Representatives		
Jordan Smith	Luis Lomeli	Ericka Enriquez

4. **Comments / Reports / Updates from BCVWD Unrepresented Employees**
   No staff report. Individual exempt employees are invited to provide comments at this time

5. **Human Resources Department Report** (pages 10 - 11)

6. **Initial Review of Proposed Successor Memorandum of Understanding (MOU) Language Incorporating Eight (8) Tentative Agreements** (page 12)

7. **Action List for Future Meetings**

8. **Next Meeting Date: December 15, 2026**

9. **Adjournment**

NOTICES

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records and are distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting are available for public inspection at the District Office, 560 Magnolia Avenue, Beaumont, California, during regular business hours. Writings distributed to all or a majority of the Personnel Committee less than 72 hours before a regular meeting will be made available for public inspection in accordance with Government Code § 54957.5. Such writings may also be available on the District's website: http://bcvwd.gov

AGENDA POSTING AND CHANGES – The agenda for a regular meeting is posted at least 72 hours before the meeting in accordance with Government Code § 54954.2. After the agenda has been posted, the Committee may take action on an item not appearing on the posted agenda only as permitted by the exceptions set forth in Government Code § 54954.2(b). Interested persons wishing to receive a copy of the set Agenda may pick one up at the District Office, located at 560 Magnolia Avenue, Beaumont, California, or download it from the website up to 72 hours prior to the Personnel Committee Meeting.

ACCESSIBILITY – In accordance with the Americans with Disabilities Act and applicable provisions of the Brown Act, persons requiring a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting should contact the District Office. Notification at least 48 hours (two working days) before the meeting will generally enable District staff to make reasonable arrangements to ensure accessibility. The District may be contacted at (951) 845-9581, info@bcvwd.gov, or 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING: A copy of this Notice and Agenda was posted at the regular meeting location of the Beaumont-Cherry Valley Water District Board of Directors and on the District's website at least 72 hours before the meeting in accordance with Government Code § 54954.2(a).

BEAUMONT-CHERRY VALLEY WATER DISTRICT AGENDA
560 Magnolia Avenue, Beaumont, CA 92223

MINUTES OF THE PERSONNEL COMMITTEE MEETING
Tuesday, October 20, 2026, at 4:30 p.m.

CALL TO ORDER
Chair Covington called the meeting to order at 4:32 p.m.

ROLL CALL

Directors present:	John Covington, Lona Williams
Directors absent:	None
Staff present:	General Manager Dan Jaggers Director of Information Technology and Cybersecurity Robert Rasha Director of Finance and Administration Sylvia Molina Director of Operations James Bean Human Resources and Risk Manager Ren Berioso Executive Assistant Lynda Kerney
BCVWD Employee Association reps:	Ericka Enriquez, Luis Lomeli, Jordan Smith
Members of the Public:	None

PUBLIC COMMENT: None.

1. **Adjustments to the Agenda:** None.

2. **Acceptance of Personnel Committee Meeting minutes**

   a. September 22, 2026 Special Meeting
   The September 15, 2026 meeting was cancelled

The Committee accepted the meeting minutes by the following vote:

MOVED: Williams	SECONDED: Covington	APPROVED
AYES:	Covington, Williams	
NOES:	None.	

3. **Report / Update from BCVWD Employees Association**

   Human Resources and Risk Manager Ren Berioso introduced new Association representative Jordan Smith. Luis Lomeli advised that the Memorandum of Understanding negotiations are ongoing. Mr. Jaggers confirmed there had been a Meet and Confer, and progress is being made.

4. **Report / Update from BCVWD Exempt Employees:** None.

5. **Human Resources Report**

Mr. Berioso presented highlights of the August 2026 report:

- Currently 47 employees
- There were three new hires, two of which are temporary
- A flex position for Engineering Assistant and Associate Engineer I has been opened
- Turnover Rates:
  - September 2026 monthly turnover: 0%

Chair Covington confirmed that three current employees were added since the last report.

6. **2026 Risk Management Report for Third Quarter – July to September**

Mr. Berioso presented the report, covering workers' compensation, property loss and damage, general liability claims, and emergency preparedness activities.

Workers' Compensation. Berioso reported a 50 percent reduction in workers' compensation incidents compared with the second quarter. He attributed the improvement to collaborative efforts between Human Resources and Operations to reinforce proper body mechanics, ergonomic practices, and employee safety training. Continued improvement could position the District for recognition from insurer ACWA JPIA.

Property Loss and Damage. Berioso reported four property loss and damage incidents during the quarter, including two fire hydrant thefts. General Manager Jaggers described the District's expanded public outreach efforts. Director Williams expressed support for the outreach program and asked whether brass hydrants could be distinguished visually from iron hydrants. Staff confirmed they can be distinguished by individuals familiar with the equipment.

In response to Chair Covington, Director of Operations James Bean confirmed that incidents are reported to the Police Department and explained that outreach emphasizes that residents should report suspicious activity even when individuals appear to be authorized utility workers.

Chair Covington also asked whether the District was experiencing thefts of backflow prevention devices. Mr. Bean confirmed that such thefts have occurred and explained that most affected devices are privately owned. Staff coordinates with law enforcement and provides identifying information, including device serial numbers, to assist with investigations. Covington and Williams asked about local recycling facilities and whether recyclers were being notified. Mr. Bean explained that law enforcement was communicating with recycling facilities to help identify stolen equipment.

Covington also inquired about damage to a District vehicle on Highway 60. Berioso explained that another motorist struck the vehicle and fled before information could be exchanged. Damage to the District vehicle was minor.

Berioso reported an estimated property loss and damage impact of $10,650 for the quarter, primarily attributable to the fire hydrant thefts.

General Liability Claims. Berioso reviewed the status of general liability matters, including an ongoing claim which remains under monitoring by ACWA JPIA. Mr. Jaggers responded to questions from Director Covington.

Berioso also reported that a minor irrigation-system damage claim had been resolved for $25, with a release obtained from the claimant.

Emergency Preparedness and Training. Berioso reported that the Emergency Response Team continues meeting every other month. Topics included the Great ShakeOut earthquake drill and plans for additional active shooter training slated for December. He also reported that completion of required FEMA training remained unchanged from the previous quarter.

Berioso concluded that workers' compensation claims are covered through ACWA JPIA, general liability costs for the quarter were limited to the $25 settlement, and emergency preparedness training expenses are included in the existing operating budget.

The Committee received and filed the report by the following vote:

MOVED: Williams	SECONDED: Covington	APPROVED
AYES:	Covington, Williams	
NOES:	None.	

7. BCVWD Fiscal Year 2027

a. Final Review of 2027 Authorized Positions and Organizational Chart

Mr. Berioso presented the second phase of the proposed FY 2027 staffing plan, incorporating revisions requested by the Personnel Committee in September along with additional organizational changes. The Committee voted individually to recommend each item to the full Board of Directors.

Senior Field Services and Meter Program Specialist. Pursuant to Committee direction in September, Berioso presented the revised title and job description for the proposed reclassification of two Senior Water Utility Worker positions. Director of Operations James Bean explained that the revised title more accurately reflects the employees' existing technical responsibilities and would better communicate the nature of the position to prospective applicants. General Manager Jaggers noted that the job description also provides flexibility for related field and construction activities.

Director Covington stated the revised title and job description appropriately represent the position's responsibilities and address his earlier concerns. Staff confirmed the reclassification would have no fiscal impact and would become effective through approval of the FY 2027 budget.

The Committee recommended approval of the reclassification and organizational changes for the Senior Field Services and Meter Program Specialist by the following vote:

MOVED: Covington | SECONDED: Williams | APPROVED: 2–0

Underground Water Utility Locator. Berioso presented the proposed reclassification from Water Utility Worker II to Underground Water Utility Locator, including the requested job description. Bean explained that the description retains provisions allowing the employee to perform other water utility duties when necessary. Director Covington expressed support for the description, observing that it appropriately identifies responsibilities beyond underground utility locating.

The Committee recommended approval of the reclassification, job description, and inclusion in the FY 2027 organizational chart by the following vote:

MOVED: Williams | SECONDED: Covington | APPROVED: 2–0

Cross Connection Control Technician. Berioso presented the revised title and job description for the proposed new position. Bean explained that the revised classification more accurately reflects the position's primary responsibilities for hazard assessments, cross-connection control activities, regulatory compliance, and administration of the program, rather than primarily testing backflow devices.

A compensation review determined the proposed Salary Range 28 to be consistent with the market, correcting the preliminary assessment presented in September. Director Williams acknowledged the revised title, detailed qualifications, and confirmation of market-level compensation. Director Covington questioned whether the position should require cross-connection control specialist certification. Bean explained that the technician would work under a certified specialist and would not be required to hold that certification. Berioso added that specialist-level qualifications would affect the classification and compensation analysis.

In response to questions from Chair Covington, staff reported an estimated annual fiscal impact of $145,760 using 2026 compensation figures and confirmed that an existing vehicle and testing equipment would be available. Covington also identified an inconsistency in the organizational chart's labeling of the position. Staff will ensure the final chart accurately reflects the revised title.

> *The Committee recommended approval of the new Cross Connection Control Technician position and job description for inclusion in the FY 2027 budget by the following vote:*
>
> *MOVED: Williams | SECONDED: Covington | APPROVED: 2–0*

Temporary Water Utility Worker I Positions. Berioso presented a request for four additional temporary Water Utility Worker I positions, totaling 4,000 labor hours, with an estimated FY 2027 cost of $166,000. Bean explained that two positions would provide temporary assistance for Board-approved projects requiring additional field labor, while the other two would focus on resolving outstanding Automated Meter Reading/Advanced Metering Infrastructure (AMR/AMI) installation and communication problems.

Jaggers described the temporary staffing as a means of addressing intermittent workload demands without creating permanent positions. The AMR/AMI implementation had been completed below its original budget, with remaining project work involving meter communication problems and additional collectors. Director of IT and Cybersecurity Rasha reported that approximately 3,000 to 3,500 meters still require manual reading because of damaged wiring, programming issues, buried meter boxes, and other conditions requiring field investigation.

Director Covington questioned the funding sources, allocation of labor costs to capital projects, and whether additional vehicles would be necessary. Jaggers explained that labor costs are charged to the appropriate projects and funding sources, and that the temporary employees would use existing equipment and vehicles.

Director Williams supported the temporary positions as a cost-effective means of completing outstanding work without adding permanent staffing commitments. Jaggers and Molina explained that actual personnel expenditures frequently fall below budgeted amounts because of vacancies, recruitment periods, and the timing of merit increases.

> *The Committee recommended approval of the four temporary Water Utility Worker I positions by the following vote:*
>
> *MOVED: Williams | SECONDED: Covington | APPROVED: 2–0*

Senior Management Analyst – Finance and Administration. Berioso reported that staff had decided to defer funding the existing Senior Management Analyst position. Jaggers indicated that the proposal could return for consideration in a subsequent budget year.

Department of Information Technology and Cybersecurity. Berioso presented a proposal to add three unfunded classifications to the FY 2027 organizational chart: Senior Network Engineer, Application Support Analyst, and Help Desk Specialist. He explained that the classifications support departmental workforce and succession planning. Compensation ranges would remain undetermined pending formal studies.

Rasha described the proposed responsibilities of each classification and explained that the positions represent the anticipated organizational structure needed to support future technology operations. He stated that staffing assumptions had been incorporated into the IT Department's five-year strategic plan and the District's rate study, but that he did not anticipate requesting funding for the positions in 2027. He emphasized the Department's continuing efforts to automate processes, maintain efficiency, and avoid unnecessary staffing expenditures.

Director Covington questioned the relationship between the IT Department's strategic plan and a District-wide strategic plan, emphasizing the need for long-term organizational planning. He also discussed the appropriateness of staffing levels relative to the District's size and expressed concern about creating management structures that could encourage unnecessary personnel expansion. Rasha explained the importance of specialized IT leadership, cybersecurity responsibilities, and succession planning, particularly where existing functions are concentrated in one employee.

Covington suggested that staff consider whether an additional support position might be warranted to reduce Rasha's workload. Jaggers stated that he would support requesting additional personnel whenever Rasha identified a need. Rasha indicated that current operations remain manageable and that no additional staffing was necessary at this time.

Covington emphasized that the availability of funding through water rates does not itself justify expenditures and encouraged continued fiscal restraint. He expressed support for the IT Department's work and reiterated that staff should request additional assistance when justified. Jaggers agreed, noting the District's emphasis on leveraging technology and operational efficiencies before increasing staffing.

> *The Committee recommended adding the three unfunded IT classifications to the FY 2027 organizational chart by the following vote:*
>
> *MOVED: Covington* | *SECONDED: Williams* | *APPROVED: 2–0*

Additional Organizational Changes and Staffing Summary. Berioso briefly revisited the previously discussed funding of the Associate Civil Engineer II position, realignment of the Maintenance Division under the Director of Operations, and establishment of Human Resources and Risk Management as a separate department and budget cost center. No Committee action was taken on these changes.

Berioso reviewed the proposed authorized-position summary and explained that the chart distinguishes approved positions, proposed classifications, and current staffing. He reported 53 proposed authorized positions for 2027 and a current staffing count of 44, noting that the chart required updating to reflect a recent Senior Water Utility Worker resignation. Director Covington asked whether the District's rate study specified the number of positions funded through water rates. Molina indicated that the rate study included personnel funding assumptions and identified certain additional positions.

Board approval of the organizational chart and salary schedule. During the discussion, the Committee considered whether the organizational chart and salary schedule should be approved through separate Board resolutions rather than as part of the annual budget. Director Covington suggested that separate consideration could provide an opportunity to resolve directors' questions before budget adoption. Director Covington expressed concern that separate agenda items could generate additional discussion and complicate the budget approval process. Consensus of the Committee was to retain the existing process for 2027 and revisit the possibility of separate approvals next year.

b. Review of Proposed FY 2027 Salary Schedule and Cost-of-Living Adjustment (COLA)

Berioso presented the proposed FY 2027 Salary Schedule, incorporating the organizational changes discussed under Item 7(a) and a preliminary 3.4% cost-of-living adjustment based on the August-to-August U.S. City Average Consumer Price Index. He explained that the adjustment follows the methodology established in the existing Memorandum of Understanding (MOU), unless different provisions are negotiated before its expiration.

Director Covington confirmed that the proposed schedule would accompany the FY 2027 budget presentation to the Board in November. Jaggers emphasized that the salary schedule remains preliminary because MOU negotiations are ongoing and that revisions may be necessary before final consideration.

Berioso explained that the schedule incorporates the proposed classifications, while compensation for the additional IT positions remains undetermined pending formal compensation studies. Molina reported that the proposed personnel changes had been incorporated into preliminary budget projections and that the budget remained balanced. Jaggers explained that potential MOU-related adjustments had also been considered in preliminary financial modeling and were not expected to prevent a balanced budget. Covington acknowledged that these were draft projections.

> *The Committee recommended forwarding the revised FY 2027 Salary Schedule to the Board of Directors for consideration with the FY 2027 Operating Budget, subject to potential changes, by the following vote:*
>
> *MOVED: Covington | SECONDED: Williams | APPROVED: 2–0*

8. **Action List for Future Meetings**
   - Employee Association topics
   - Employee Group 2027 Memorandum of Understanding
   - Track / present policies that have been returned for further revision (Covington)

9. **Next Meeting Date: November 17, 2026**

ADJOURNMENT: *6:10 p.m.*

DRAFT UNTIL APPROVED

_____

John Covington, Chairman
to the Personnel Committee of the Beaumont-Cherry Valley Water District

Beaumont-Cherry Valley Water District
Personnel Committee Meeting
November 17, 2026

Item 5

HUMAN RESOURCES REPORT

TO: Personnel Committee

FROM: Ren Berioso, Human Resources and Risk Manager

SUBJECT: **Human Resources Report for the Month of October 2026**

Table 1: Personnel

The table below represents the District's current Workforce.
As of October 31, 2026

Total Current Employees (Excluding Board Members)	47
Full-Time Employees	44
Part-Time	1
Temporary	2
Interns	0
Separations	1
Retired Employee(s)	0

Table 2: New Hires

The table below represents newly hired employees.
As of October 31, 2026

Employee Name	Job Title	Division	Department
None			

Table 3: Anniversaries*

The table below represents BCVWD employee anniversaries.
As of October 31, 2026

Employee Name	Department	Years of Service
Lynda Kerney	Finance and Administration	9 years
Cenica Smith	Finance and Administration	5 years

**Work Anniversaries for the purposes of this report are calculated from the hire date and do not determine employment conditions or terms. This report does not include elected officials.*

Table 4: Promotions or Division/Title Change

The table below represents promotions or Division/Title Changes.
As of October 31, 2026

Employee Name	Former Title	Changed to
None		

Table 5: Recruitment

The table below represents active/closed recruitment(s).
As of October 31, 2026

Position	Department	Update
Engineering Assistant	Engineering	Position opened: 9/15/2026 Position closed: Continuous Interviews On-going
Associate Civil Engineer I	Engineering	Position opened: 9/15/2026 Position closed: Continuous Interviews On-going
Senior Water Utility Worker	Operations	Position opened: 10/13/2026 Position closed: 10/27/2026

Tables 6 to 7: Separation/Retirement

Table 6 below represents employees separating from BCVWD.
As of October 31, 2026

Employee Name	Position Held	Department	Last Day
Justin Petruescu	Senior Water Utility Worker	Operations	10/08/2026

Table 7 below represents the monthly and year-to-date Turnover Rate comparing 2025 and 2026

Turnover Rate as of October 31 30, 2026	2.06%	1 Separation for this month
2026 Turnover Rate Year-to-Date	10.53%	5 Separations as of October 31, 2026
Turnover Rate as of October 31, 2025	0%	0 Separation for this month
2025 Turnover Rate Year-to-Date	10.42%	5 Separations as of October 31, 2025

Table 9: Communications

The table below represents HR communications to BCVWD employees as of October 31, 2026

Communication	Topic
Water Professionals & Customer Service Appreciation – Employee Recognition Week and Group Photo	Engagement
The Great California Shakeout 2026 (Earthquake Drill)	Safety
2026 BCVWD Chili Cook-Off & BBQ Grill-Off Competition	Engagement
Churros and Ice Cream Day – Celebrating BCVWD's Great Place to Work Certification	Engagement
Workers' Compensation Onsite Training for Managers and Supervisors	Training
Employee Voting Leave Reminder – November 3, 2026 General Election	Compliance

Staff Report prepared by Ren Berioso, Human Resources and Risk Manager

Beaumont-Cherry Valley Water District
Personnel Committee Meeting
November 17, 2026

Item 6

STAFF REPORT

TO: Personnel Committee

FROM: Ren Berioso. Human Resources and Risk Management

SUBJECT: **Initial Review of Proposed Successor Memorandum of Understanding (MOU) Language Incorporating Eight (8) Tentative Agreements**

Staff Recommendation

Review the proposed successor Memorandum of Understanding (MOU) language incorporating the eight (8) tentative agreements and recommend that the language be forwarded to the Board of Directors for consideration at its next meeting, or direct staff as desired.

Executive Summary

At the November 12, 2026, Regular Board Meeting, the Board of Directors approved eight (8) negotiated proposals presented by staff following twelve (12) meet-and-confer sessions between the District, represented by the General Manager as Chief Negotiator, and the Employee Association.

Staff is now presenting the proposed MOU language implementing the eight (8) tentative agreements to the Personnel Committee for initial review and recommendations. Following the Committee's review, the complete redlined successor MOU will be presented to the Board for review on November 19, 2026, and for final consideration and possible adoption in December 2026, with an anticipated effective date of January 1, 2027.

Background

The District, through the General Manager serving as Chief Negotiator, Human Resources staff, and Employee Association representatives, conducted twelve (12) meet-and-confer sessions between January and October 2026 to discuss nine (9) formal proposals addressing compensation, benefits, work schedules, and other terms and conditions of employment.

The proposals were presented to the Board of Directors during four (4) consecutive closed-session meetings for review and direction. At the November 12, 2026, Regular Board Meeting, Human Resources staff presented eight (8) tentative agreements, which the Board approved as the basis for updating the successor MOU language. The associated fiscal impacts were also discussed during the initial Fiscal Year 2027 Annual Operating Budget presentation.

The proposed MOU language incorporating the eight (8) tentative agreements is now presented to the Personnel Committee for initial review and recommendations before the complete successor MOU, including additional language modernization revisions, is presented to the Board of Directors for further consideration.

Discussion

The Personnel Committee is requested to review the proposed language for the MOU articles affected by the eight (8) tentative agreements and provide recommendations before the successor MOU is presented to the full Board. The table below is reserved for a summary of the affected articles and proposed language:

Table 1
Summary of Proposed MOU Language Incorporating Eight (8) Tentative Agreements

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
1	Article 11	Rest Period Pay	The current MOU language requires employees to complete eight (8) consecutive hours of unpaid rest following an emergency call-out. When the required rest period overlaps with regularly scheduled work hours, employees must use accrued leave to cover the missed hours to fulfill their forty (40)-hour workweek.	The proposed MOU language establishes Rest Period Pay of up to eight (8) hours at the employee's regular hourly rate following an emergency call-out lasting at least four (4) hours. Employees must complete eight (8) consecutive hours of rest to qualify, subject to applicable eligibility and return-to-work requirements. The article was revised to modernize its language, improve clarity, and incorporate subsections for enhanced readability and ease of reference.
2	Article 12	Standby / On-Call Compensation	The current MOU language provides daily standby/on-call compensation of $40 for primary employees and $30 for helpers, with provisions governing eligible classifications and work schedules.	The proposed MOU language increases daily standby/on-call compensation to $60 for primary employees and $50 for helpers and further clarifies eligible classifications, assignment responsibilities, and scheduling requirements. In addition to incorporating subsections for improved readability, the article was revised to clearly distinguish between the Distribution and Production Divisions, recognizing their respective standby schedules and operational requirements.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
3	Article 23	Certification / Incentive Pay	The current MOU language provides $50 per month for each qualifying certification exceeding the employee's job classification requirements, up to a maximum of $100 per month, with eligibility beginning after three (3) years of District service.	The proposed MOU language increases the maximum monthly certification incentive from $100 to $200 while retaining the $50 monthly payment for each qualifying certification exceeding job classification requirements and the three (3)-year service eligibility requirement. The article was revised to organize existing paragraphs into clearly defined subsections and provide greater clarity regarding each certification and its applicable requirements.
4	Article 26	Holidays	The current MOU language provides nine (9) fixed paid holidays and two (2) floating holidays, observed during the employee's birth month and on the day after Thanksgiving, for a total of eleven (11) paid holidays annually.	The proposed MOU language designates December 24 and December 31 as additional fixed paid District holidays, increasing the number of fixed holidays from nine (9) to eleven (11). The two (2) existing floating holidays are retained, resulting in a total of thirteen (13) paid holidays annually. Subsections were also added.
5	Article 27	Vacation Accrual Cap	The current MOU language establishes a maximum vacation accrual cap of 160 hours for employees with fifteen (15) or more years of continuous District service.	The proposed MOU language increases the maximum vacation accrual cap from 160 to 200 hours for employees with fifteen (15) or more years of continuous District service. Parts of the subsections were revised to modernize its language, improve clarity, and incorporate subsections for enhanced readability and ease of reference.
6	Article 29	Boot Allowance	The current MOU language provides an annual safety footwear allowance of $200 for eligible employees without provisions allowing unused balances to carry over to the following fiscal year.	The proposed MOU language increases the annual safety footwear allowance from $200 to $300 for eligible employees and authorizes the carryover of unused allowance balances to the following fiscal year.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
7	Article 33	Cost of Living Adjustment (COLA)	The current MOU language establishes annual COLA calculations using the U.S. City Average Consumer Price Index (CPI), measured from August to August, with a minimum adjustment of 1.5% and a maximum adjustment of 5%.	The proposed MOU language revises the annual COLA methodology to use the Riverside-San Bernardino-Ontario Consumer Price Index (CPI), measured from September to September, and eliminates the existing minimum floor and maximum cap, effective January 1, 2027. The entire paragraph was revised to modernize the language, enhance clarity, and improve the overall interpretation of its provisions.
8	Article 39	Term of Agreement and Compensation Study	The current MOU language establishes a five (5)-year agreement term, requires internal compensation surveys every three (3) years, and provides for external compensation studies every ninth year.	The proposed MOU language retains the five (5)-year agreement term, continues internal compensation surveys every three (3) years and formal external compensation studies every ninth year, and expressly preserves the compensation survey scheduled for 2027 under the current MOU. Some parts of the article were revised to provide clarity.

**The MOU articles are presented in numerical order for ease of reference.*

Fiscal Impact

The fiscal impact associated with the eight (8) tentative agreements was previously presented and discussed during the initial Fiscal Year 2027 Annual Operating Budget presentation at the November 12, 2026, Regular Board Meeting. Accordingly, this agenda item is limited to the review of the proposed MOU language and does not introduce any additional fiscal impact beyond what was previously presented to the Board of Directors.

Attachments

1. Redlined Successor MOU Language of the 8 Adopted Proposals
2. Side-by-Side Current and Successor MOU Language of the 8 Adopted Proposals
3. Cleaned Successor MOU Language of the 8 Adopted Proposals

Staff Report prepared by Ren Berioso, Human Resources and Risk Manager

Article 11
~~:~~Overtime and Rest Period

~~Non-exempt (hourly) employees will receive overtime as required by the Fair Labor Standards Act of 1938 (FLSA), at the rate of time and one half for all hours actually worked in excess of 40 hours in a work week. All overtime is to be approved in advance by the employee's supervisor. Employees shall accurately record all hours worked, neither over reporting nor under reporting. If a non-exempt employee is asked or directed to work hours without accurately reporting them, the employee shall notify the General Manager and/or Human Resources department as soon as possible. All overtime shall be paid on the payday immediately following the pay period in which overtime is worked. Holidays, vacation leave, nor sick leave, shall count as time worked for the purposes of computing overtime. An employee working on a holiday, that is not scheduled to work said holiday, as part of the normal work schedule, shall be paid time and one half their normal hourly rate for hours worked. Any additional hours worked in excess of twelve (12) hours in a day shall be paid at double their normal hourly rate. Employees who are scheduled to work on a District recognized Holiday, shall be paid their regular rate of pay for the holiday and their regular rate of pay for all hours worked and shall also be eligible for overtime as stated above.~~

~~During normal work week schedules (non-standby period), non-exempt employees will receive overtime, at the rate as set forth above. All hours in excess of twelve (12) hours worked in a single workday shall be paid at double the employee's normal hourly rate. In the event that an employee works overtime that goes beyond a single workday (i.e., after midnight, in excess of 12 hours in a single day), that employee shall continue to be paid overtime for all consecutive hours worked and shall not return to normal hourly rates until they return to work after a period of rest, no less than eight (8) hours. If an employee is required to return to work before the minimum rest period of eight (8) hours, that employee shall start the next work shift at the overtime rate for all hours worked until a minimum rest period of eight (8) hours is achieved.~~

1. General Overtime Provisions

Non-exempt employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and the provisions of this Article.

a. **Employees shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in the District's established workweek.**
b. **Hours actually worked in excess of ten (10) hours in a work-day shall be compensated at one and one-half (1.5) times the employee's regular hourly rate.**
c. **Hours actually worked in excess of twelve (12) consecutive hours in a work-day shall be compensated at two (2) times the employee's regular hourly rate (double-time rate).**
d. **Holidays, vacation leave, sick leave, and other paid leave shall not count as hours actually worked for purposes of calculating overtime.**
e. **All overtime must be approved in advance by the employee's supervisor, except in emergencies where prior approval is impracticable. All hours actually worked must be accurately recorded and compensated, regardless of prior**

authorization.

f. Employees shall neither overreport nor underreport hours worked. Employees directed to work without accurately reporting their hours shall promptly notify the General Manager and/or Human Resources and Risk Management Department.
g. Overtime shall be paid on the regular payday immediately following the pay period in which the overtime was earned.

2. Overtime Under Standard and Modified Work Schedules

The overtime provisions of this Article shall apply to employees assigned to the standard 4/10 work schedule and modified work schedules established under Article 10 (Source of Supply Division).

All hours actually worked, including hours worked beyond the employee's regularly scheduled workday and emergency call-outs, shall be included in determining overtime eligibility.

Overtime shall be calculated based on the District's established workweek, regardless of the employee's assigned work schedule or on-call rotation.

3. Holiday Work

a. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall receive one and one-half (1.5) times their regular hourly rate for all hours worked.
b. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall be compensated at their regular hourly rate for all hours worked, with applicable overtime compensation for hours of actual work in excess of forty (40) hours during the established workweek, in accordance with Article 11.
c. Employees scheduled to work on a District-recognized holiday shall receive their applicable holiday pay and regular hourly rate for all hours worked, subject to additional overtime compensation when applicable under this Article.
d. An employee required to work on a District-observed holiday, whether scheduled or unscheduled, may elect to bank their applicable holiday hours as a Floating Holiday to be used at a later date subject to provisions stated in Subsections A and B of this article, with approval from their direct supervisor.
e. Hours worked in excess of ten (10) consecutive hours shall be compensated at one and one-half (1.5) times the employee's regular hourly rate, and twelve (12) consecutive hours shall be compensated at two (2) times the employee's regular hourly rate. Applicable premium rates shall not be compounded for the same hours worked, subject to applicable law.

4. Consecutive Work Hours

a. Overtime work extending beyond midnight or into the following calendar day shall be considered consecutive hours worked for purposes of determining the applicable overtime rate.

b. Employees who work more than twelve (12) consecutive hours shall continue to receive the applicable double-time rate until they are provided at least eight (8) consecutive hours of rest.

c. Employees required to return to work by their immediate supervisor before completing eight (8) consecutive hours of rest shall continue to receive double-time compensation at the applicable rate until the required rest period is provided.

d. Rest period requirements and associated benefits shall be administered in accordance with Section 6 (Rest Period Pay) of this Article.

5. On-Call and Emergency Call-Outs

Employees assigned to on-call duty under Article 10 shall receive standby compensation in accordance with Article 12.

All hours actually worked during emergency call-outs or other District-directed assignments shall be recorded and compensated in accordance with this Article.

On-call status alone shall not constitute hours worked for overtime purposes unless otherwise required by applicable law.

6. Rest Period Pay

The District recognizes the importance of providing employees with adequate rest between work shifts while maintaining their regular work hours. When an employee's required eight (8) consecutive hours of rest following an emergency call-out overlap with their regularly scheduled work hours, the following provisions shall apply: ~~It is the intent of the District to make honest efforts to ensure that all full-time employees are given the opportunity to work forty (40) hours per week at the employee's normal hourly rate. In the event that an employee's eight (8) hour rest period, between work shifts, interferes with the employee's ability to achieve the typical working hours of a workday, the District reserves the right to:~~

a. *Eligibility and Compensation*
Following an emergency call-out lasting at least four (4) hours after the employee's regularly scheduled shift, the employee shall receive Rest Period Pay at their regular hourly rate for the portion of the required rest period that overlaps with their scheduled work hours, up to a maximum of eight (8) hours.

Illustrative Example – Rest Period Pay
An employee completes their regular shift at 5:00 p.m. and responds to an emergency call-out from 9:00 p.m. to 3:30 a.m. (6.5 hours). The required eight-hour rest period ends at 11:30 a.m. Since the employee's next scheduled shift begins at 6:30 a.m., the employee shall receive five (5) hours of Rest Period Pay at their regular hourly rate for the overlapping period from 6:30 a.m. to 11:30 a.m.

b. *Required Rest Period*

Employees must complete eight (8) consecutive hours of rest to qualify for Rest Period Pay. An employee shall not return to work before completing the required eight (8) consecutive hours of rest unless expressly requested and authorized by his/her supervisor.

c. *Return to Work and Remaining Scheduled Hours*
If two (2) hours or less remain in the employee's regularly scheduled shift upon completion of the required rest period, the employee shall not be required to return to work that day.

Employees shall not be required to use accrued leave to cover any scheduled hours not compensated through Rest Period Pay but may elect to do so. Any remaining hours not covered by accrued leave shall be unpaid without adversely affecting the employee's full-time status or benefits.

d. *Eligibility Restrictions*
Employees who incur an unexcused absence or tardiness during the applicable workweek shall not be eligible for Rest Period Pay. However, employees who utilize approved vacation leave or sick leave supported by a physician's note may remain eligible for Rest Period Pay, subject to the requirements of Subsection F of this Article. Employees assigned to on-call or standby duty shall not be eligible for Rest Period Pay.

e. *Alternative Work Hours*
Where operationally feasible, employees may be permitted to work alternate hours within the same workweek to maintain their regular work hours, provided there is an operational need, available work, and approval from their supervisor and the General Manager or designee.

f. *Approval*
Rest Period Pay shall be subject to review and approval by the General Manager or designee in accordance with established District procedures.

g. *Exception to Required Rest Period*
An eight (8) hour rest period shall not be required when an employee assigned to standby duty completes a call-out in less than one (1) hour of actual time away from the employee's residence.

~~An eight (8) hour rest period shall not be required when a "Call-Out" for stand-by personnel can be achieved in less than one hour of actual time away from the employee's home.~~

Article 12
: Standby and On-Call Duties

Production Operator:

A Production Operator(s) assigned to standby duty for the purposes of being on-call to handle emergency situations arising at times other than normal scheduled working hours, and not as an extension of a regularly scheduled shift, shall be paid a flat fee of forty dollars ($40) per day.

A "standby day" for purposes of calculating standby compensation shall be the period of time when an employee has been assigned to be available for purposes of handling emergency situations arising at times other than normally scheduled working hours and not as an extension of a regularly scheduled shift.

It is understood that standby duty for Production Operator(s) will be provided by qualified and available employees as assigned by the supervisor and/or Director of Operations. Standby rotation for Production Operator(s) shall be, at a planned minimum, four (4) operators in rotation. A single Production Operator shall be on standby from Thursday to the following Thursday (one week). The intent of the rotation is to provide, a planned minimum, three (3) weeks off of standby rotation before reporting for another standby shift. In the event it is not possible to accommodate a 3-week lapse in on-call duty, the District shall reserve the right to fill the vacancy with appropriate Production Operators. Employee supervisors and/or the Director of Operations reserve the right to assign any employee they deem fit to standby rotation to provide the District with the planned minimum of four (4) operators in standby rotation (this is the District planned rotation period but in no way guarantee's this rotation cycle period will always be able to be maintained). While on standby, the operator shall be provided with a District vehicle to drive home after normal working hours for use during after-hours emergencies. The District vehicle shall be taken home to provide a reasonable response time of twenty minutes to any actual emergency. It is understood that District Vehicles are for official District business only. District vehicles shall only be used to drive to and from work and/or to and from an actual emergency. Any misuse of District vehicles (i.e. using a District vehicle to run personal errands) shall be subject to disciplinary action as deemed fit by the employee's supervisor and/or the Director of Operations. The District shall pay any fuel, or additional charges, associated with standby vehicles. The District will establish a fringe benefit commuting valuation for the commuting benefit of each one-way commute at the current rate allowed by the IRS.

The employee shall pay applicable taxes associated with the use of standby vehicles.

Utility Worker:

In addition to Production Operators, One (1) Utility Worker and one (1) Utility Worker Helper shall also be on standby rotation. It is understood that standby duty for distribution operations will be provided by qualified and available employees as assigned by the supervisor and/or Director of Operations.

Standby rotation for Utility Workers shall be, at a planned minimum, four (4) Utility Workers in rotation. A single Utility Worker shall be on standby with a single standby helper assigned to back up the Utility Worker on call.

Standby rotation for Water Utility Helpers shall be, at a planned minimum, eight (8) Water Utility Helpers in rotation. A single Water Utility Helper shall be on standby with a single Standby Production Operator assigned to supervise the Water Utility Helper on call.

Employee supervisors and/or the Director of Operations reserve the right to assign any employee they deem fit to standby rotation. The rotation shall provide, a planned minimum, three (3) weeks off of standby rotation for Distribution Operators and seven (7) weeks off of standby rotation for Distribution Helpers before reporting for another standby shift. In the event it is not possible to accommodate the planned lapse in on-call duty, the District shall reserve the right to fill the vacancy with appropriate distribution operators.

The primary on-call employee shall be compensated at forty dollars ($40) per on call day, and thirty dollars ($30) for the standby helper per on call day.

While on standby, the Water Utility Operator and possibly the Water Utility Helper shall be provided with a District vehicle to drive home after normal working hours for use during after-hours emergencies. The District vehicle shall be taken home to provide a reasonable response time of twenty (20) minutes to any actual emergency. It is understood that District Vehicles are for official District business only. District vehicles shall only be used to drive to and from work and/or to and from an actual emergency. Any misuse of District vehicles (i.e. using a District vehicle to run personal errands) shall be subject to disciplinary action as deemed fit by the employee's supervisor and/or the Director of Operations. The District vehicle will only be provided to the standby Distribution Operator. The District shall pay any fuel, or additional charges, associated with standby vehicles. The employee shall pay applicable taxes associated with the use of standby vehicles. The District will establish a fringe benefit commuting valuation for the commuting benefit of each one-way commute at the current rate allowed by the IRS.

The employee shall pay applicable taxes associated with the use of standby vehicles.

All Standby Employees shall:

1. Be ready to respond immediately to a call for service.
2. Be readily available at all hours by telephone or other agreed upon communication equipment.
3. Refrain from activities which might impair their assigned duties upon call.
4. Respond to the emergency caller within five (5) minutes of receiving the call.
5. Ensure that the assigned cell phone and/or personal cell or home phone devices are in working order.

~~Failure to reply to an emergency call within five (5) minutes of receipt and response to the actual emergency within twenty (20) minutes from receiving the call shall be grounds for forfeiture of standby pay for that 24 hour period and may be cause for further disciplinary action.~~

1. Standby Assignments and Rotations

The District may assign qualified employees to standby duty to ensure adequate coverage for operational emergencies and after-hours service needs. Standby schedules shall be established in accordance with Article 10.

A. *Source of Supply (Production) Division*
Standby duty shall be assigned to qualified and available Water Production Operators, as determined by the employee's supervisor and/or Director of Operations.

Employees assigned to standby duty in this division shall serve as Primary Standby Employees.

The District shall maintain a planned minimum rotation of four (4) Production Operators, with the intent of providing at least three (3) weeks between standby assignments.

B. *Transmission and Distribution Division*
Standby duty shall consist of one (1) primary Water Utility Worker and one (1) standby helper, as assigned by the employee's supervisor and/or Director of Operations.

The following classifications shall apply:
- **a. *Primary Standby Employee*: Senior Water Utility Worker or Water Utility Worker II**
- **b. *Standby Helper*: Any classifications within the Department of Operations**

The District shall maintain the following planned minimum rotations:
- **a. Primary Water Utility Workers: Six (6) employees in rotation, with the intent of providing at least five (5) weeks between standby assignments.**
- **b. Standby Helpers: Seven (7) employees in rotation, with the intent of providing at least eight (8) weeks between standby assignments.**

C. *Scheduling Authority*
The District reserves the right to modify standby rotations and assign other qualified employees when necessary to maintain operational coverage. The rotation periods described above are intended scheduling guidelines and are not guaranteed.

2. Standby Compensation

Employees assigned to standby duty shall receive the following compensation:

a. Primary Standby Employee: Sixty dollars ($60) per standby day.
b. Standby Helper: Fifty dollars ($50) per standby day.

A standby day shall mean a twenty-four (24) hour period during which an employee is assigned to remain available to respond to emergencies outside regularly scheduled work hours.

Standby compensation shall be paid separately from compensation for actual hours worked, which shall be governed by Article 11.

3. Standby Employee Responsibilities

Employees assigned to standby duty shall:

a. Remain available and prepared to respond to emergency calls throughout their assigned standby period.
b. Maintain reliable communication through a District-issued or other approved communication device.
c. Refrain from activities that may impair their ability to safely and effectively perform assigned duties.
d. Acknowledge or respond to emergency calls within five (5) minutes of receiving notification.
e. Report to the emergency location within twenty (20) minutes of receiving notification, unless otherwise authorized by the supervisor or Director of Operations.

Failure to meet the established response requirements without reasonable justification may result in forfeiture of standby compensation for the applicable standby day and/or disciplinary action, subject to applicable law and District policies.

4. District Vehicle Use

Employees assigned to primary standby duty may be provided a District vehicle for travel between their residence, regular workplace, and emergency response locations. Standby helpers may also be assigned a District vehicle when authorized by the supervisor or Director of Operations.

District vehicles shall be used exclusively for authorized District business, including approved commuting associated with standby assignments. Personal use is prohibited and may result in disciplinary action.

The District shall cover authorized fuel and operating expenses associated with standby vehicle use.

Any taxable commuting benefit shall be valued and reported in accordance with applicable Internal Revenue Service (IRS) regulations. Employees shall be responsible for applicable taxes associated with such benefits.

Article 223
: Incentive Pay

1. Eligibility and Incentive Pay Rates. Full-Time continuous employees **shall be eligible to receive incentive pay after three (3) years of service to the District. Employees who obtain** ~~with 3 years of service or more (at time of application) an~~**receiving** education certification **that is** one ~~step~~ **level** or higher ~~above their~~**than the minimum requirements of their** ~~existing~~ job classification requirements ~~will be~~**are** eligible to receive a monthly incentive of ~~fifty~~ **fifty** dollars ($5~~5~~0) per ~~month per~~ certificat**ion**~~e~~, up to **a maximum of two**~~one~~ hundred dollars ($2~~1~~00) per month.

2. Application and Approval Process. Incentive pay is not automatically applied. Employees must first ~~make~~ **submit an** application to their supervisors to ~~be eligible to~~ participate in the Incentive Pay program**,** including ~~employees~~ **those in**~~whose~~ job classification**s that** may not have corresponding ~~education~~ certification **requirements**. All applications are subject to approval **by**~~of~~ the General Manager **or designee**.

3. Qualifying Education and Certifications. To qualify for the incentive pay, ~~E~~**e**ducation and/or certification~~s~~ must be relevant to the employee's job class**ification** ~~to be eligible for incentive pay~~. **For job classifications that do not have established certification requirements, employees may qualify for incentive pay for relevant education, certifications, or licenses that enhance their ability to perform assigned duties, as determined by the General Manager or designee.** The following is a non-exclusive, illustrative list of certifications which may be eligible for incentive pay:

a. California Water Distribution Operator (level D-2 and above)
b. California Water Treatment Operator (level T-1 and above)
c. Backflow **Prevention Assembly** ~~Water~~ Tester **(BPAT) Certification**
~~c.~~**d. Cross-Connection Control Specialist**
e. California Class A **or B** Driver's License
~~d.~~**f. Notary Public (State of California)**
~~e.~~**g.** Other ~~relevant~~ education, certification, or degree **deemed applicable** ~~as approved~~ by the General Manager **or designee, including those obtained by employees in the highest job classification**.

Article 256
: Holidays

1. Recognized Paid Holidays. Employees shall be entitled to the following paid holidays:

a. January 1 (New Year's Day)
b. Third Monday in January (Martin Luther King Jr. Day)
c. Third Monday in February (Presidents' Day)
d. Last Monday in May (Memorial Day)
e. July 4 (Independence Day)
f. First Monday in September (Labor Day)
g. November 11 (Veteran's Day)
h. Thanksgiving Day
i. Friday after Thanksgiving **Day (Floating Holiday)**
j. **December 24 (Day Before Christmas)** ~~**(Christmas Eve)**~~
k. December 25 (Christmas **Day**)
l. **December 31 (New Year's Eve)**
m. Employee Birthday (Floating Holiday)
~~**December 31 (New Year's Eve)**~~

2. Compensation for Holiday Work. Unless required as part of the District required rotation schedule set forth under Article 123, an employee required to work the holiday shall be paid one and one-half (1/2) times his/her rate of pay.

3. Holiday Observance. If the scheduled holiday falls on a nonworking day such as Friday or Saturday, it shall be observed on the previous Thursday. If the holiday falls on a Sunday, it will be observed on the following Monday.

4. Floating Holiday Credit. For the alternative (4/10) work week schedule, the Friday after **T**~~t~~hanksgiving **Day**~~f~~ shall be credited to the employee as a paid floating holiday to be used **at a** later **date** ~~in the fiscal year~~.

5. Holiday Pay Eligibility and Conditions. Unless excused due to pre-approved vacation, jury **or witness** duty, hospitalization, **scheduled preventive care,** or the death of an immediate family member, employees must work a full shift on the regular scheduled business day before and after the holiday to qualify for ~~this benefit~~**Holiday Pay**. Human Resources **or designee** may request documentation of these exceptions in order for Holiday Pay to be approved. Holiday pay shall not be counted for the purposes of computing overtime.

Article 267
~~:~~Vacations

1. Vacation Leave Eligibility and Accrual. New full-time, regular employees will become eligible to use accrued vacation after the first 90 calendar days of employment. Vacation shall be earned from date of hire and earned based on the hours worked in each pay period.

2. Vacation Accrual Schedule. Employees shall accrue vacation **according to**~~in~~ the following ~~manner~~**schedule**:

Years of Service	***Vacation Hours Earned***
Zero (0) through four (4) years	80 hours
Five (5) through nine (9) years	120 hours
Ten (10) years	130 hours
Eleven (11) years	140 hours
Twelve (12) years	150 hours
Thirteen (13) years or more	160 hours

Vacation Accrual and Scheduling Procedures. ~~Vacation shall be earned from date of hire.~~

3. An employee with less than five (5) years seniority would receive 80 hours vacation per year. The first year shall be prorated and accrued at a rate of 6.667 hours per month commencing with the first full month of employment and awarded after January 1 of the following year. Vacations shall be scheduled in advance with District Management on a first come, first serve basis, and be coordinated to minimize disruption to District operations.

4. Vacation Carryover and Accrual Limits. The District agrees that an employee may carry over, to the following year, his/her previously accrued vacation. ~~Vacation will be capped according to District policy.~~**Employees represented by the bargaining unit who have completed fifteen (15) or more years of continuous service with the District shall be permitted to accrue and maintain a vacation leave balance of up to two hundred (200) hours. All other bargaining unit employees shall remain subject to the applicable vacation accrual limitations established by District policy.**

~~If an employee elects not to schedule his/her vacation, the District agrees to purchase unused vacation at an employee's regular hourly rate of compensation if desired by the employee. The cash out option is available twice per calendar year per District policy.~~

5. Vacation Buy-Back Eligibility and Procedures. Employees may "buy back" accrued and unused vacation hours twice (2x) within the fiscal year. The request is submitted to Payroll and will be reviewed by Human Resources. An employee may request to buy back vacation hours as desired during the year but must request a minimum of 10 hours

per buy-back. To purchase vacation hours, an employee must have a minimum remaining balance of 40 hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the pay rate in effect for that employee at the time the hours are paid.

a. **Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.**
b. **All vacation buy-back requests will be processed in the payroll cycle following the date the request was approved.**

Article 2~~8~~9
~~:~~Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time**, regular** field operational personnel with uniforms to be worn while on duty and District owned safety equipment. The District shall provide, as an employee benefit, all full-time office personnel with at least two (~~2~~2~~3~~) office appropriate shirts and/or sweater.

The district will reimburse full-time operational personnel, upon date of hire **as full-time, regular status** and annually thereafter, up to a maximum amount of $3~~2~~00 for the purchase of steel-toe shoes or boots. **The allowance may be renewed within the year, as needed, subject to review and approval by Operations Management based on the condition of the safety footwear and operational safety requirements at the sole discretion of the District.**

Field operational personnel may purchase a second pair of shoes if field personnel can do so within the ~~allotment of~~**annual** $3~~4~~200 **safety footwear allowance**; **Any costs exceeding the annual available allowance shall be the employee's responsibility** ~~the employee shall contribute the additional funds required if the cost exceeds the $3200 allotment~~. Employees will be allowed to use this amount to also purchase other uniform related items such as belts, shoe or boot inserts, laces, etc. **Any unused portion of the annual $3400 safety footwear allowance shall carry over into the following year.**

Employees who have provided notice of intent to voluntarily resign or retire are not eligible for the $3~~2~~00 **safety footwear** allowance.

Article 323
~~:~~Cost of Living Adjustments

~~Salaries to be adjusted on~~**For the period of January 1, 2027, through December 31, 2031, salaries shall be adjusted annually, effective January 1 of each year, based on the percentage change in the September-to-September Consumer Price Index for All Urban Consumers (CPI-U), Riverside–San Bernardino–Ontario, California, as published by the U.S. Bureau of Labor Statistics (BLS).**

The annual adjustment shall reflect the actual percentage change in the applicable CPI, without a minimum (floor) or maximum (cap), unless otherwise mutually agreed upon by the District and the Employee Association ~~January 1, 2022 in accordance with the Salary Schedule for 2022. Salaries for 2023, 2024, 2025, 2026, and 2027 shall be adjusted beginning on January 1, 2023 for an increase of 1.5% or based on the August-to-August Unadjusted Consumer Price Index, U.S. Cities average, whichever is greater, with a maximum cap of a 5% increase. A COLA for January 1, 2027, shall be applied in accordance with this Article unless a different provision is negotiated prior to the expiration of this MOU~~.

Article 389
~~:~~Term Agreement

This agreement shall remain in full force and effect from January 1, 2027,~~2~~ **through** ~~until~~ December 31, 2031~~26~~.

Notwithstanding the expiration of the 2022–2026 Memorandum of Understanding, the salary survey scheduled for FY 2027 pursuant to the provisions of the 2022–2026 MOU shall proceed as agreed upon by both parties.

The District agrees to conduct a~~n internal~~ compensation survey every third (3rd) year, and a~~n~~ **general**~~external~~ compensation study ~~, conducted by an outside consultant,~~ every ninth (9th) year~~,~~ to facilitate salary range discussions to be considered for rate calculations and for the next term.

CURRENT MOU ARTICLE LANGUAGE

Article 11: Overtime

Non-exempt (hourly) employees will receive overtime as required by the Fair Labor Standards Act of 1938 (FLSA), at the rate of time and one half for all hours actually worked in excess of 40 hours in a work week. All overtime is to be approved in advance by the employee's supervisor. Employees shall accurately record all hours worked, neither over reporting nor under reporting. If a non-exempt employee is asked or directed to work hours without accurately reporting them, the employee shall notify the General Manager and/or Human Resources department as soon as possible. All overtime shall be paid on the payday immediately following the pay period in which overtime is worked. Holidays, vacation leave, nor sick leave, shall count as time worked for the purposes of computing overtime. An employee working on a holiday, that is not scheduled to work said holiday, as part of the normal work schedule, shall be paid time and one half their normal hourly rate for hours worked. Any additional hours worked in excess of twelve (12) hours in a day shall be paid at double their

normal hourly rate. Employees who are scheduled to work on a District recognized Holiday, shall be paid their regular rate of pay for the holiday and their regular rate of pay for all hours worked and shall also be eligible for overtime as stated above.

During normal work week schedules (non-standby period), non-exempt employees will receive overtime, at the rate as set forth above. All hours in excess of twelve (12) hours worked in a single workday shall be paid at double the employee's normal hourly rate. In the event that an employee works overtime that goes beyond a single workday (i.e., after midnight, in excess of 12 hours in a single day), that employee shall continue to be paid overtime for all consecutive hours worked and shall not return to normal hourly rates until they return to work after a period of rest, no less than eight (8) hours. If an employee is required to return to work before the minimum rest period of eight (8) hours, that employee shall start the next work shift at the overtime rate for all hours worked until a minimum rest period of eight (8) hours is achieved.

It is the intent of the District to make honest efforts to ensure that all full-time employees are given the opportunity to work forty (40) hours per week at the employee's normal hourly rate. In the event that an employee's eight (8) hour rest period, between work shifts, interferes with the employee's ability to achieve the typical working hours of a workday, the District reserves the right to:

A. Schedule the employee to work hours outside of a workday, providing there is a need and available work to do so.
B. Authorize the employee to use vacation time to make up the deficit.
C. Compensate the employee for all hours worked, including overtime, and allow the deficit, without an adverse effect to the employee's full-time status and/or benefit compensation.

An eight (8) hour rest period shall not be required when a "Call-Out" for stand-by personnel can be achieved in less than one hour of actual time away from the employee's home.

PROPOSED MOU ARTICLE LANGUAGE

Article 11
~~:~~Overtime and Rest Period

~~Non-exempt (hourly) employees will receive overtime as required by the Fair Labor Standards Act of 1938 (FLSA), at the rate of time and one half for all hours actually worked in excess of 40 hours in a work week. All overtime is to be approved in advance by the employee's supervisor. Employees shall accurately record all hours worked, neither over reporting nor under reporting. If a non-exempt employee is asked or directed to work hours without accurately reporting them, the employee shall notify the General Manager and/or Human Resources department as soon as possible. All overtime shall be paid on the payday immediately following the pay period in which overtime is worked. Holidays, vacation leave, nor sick leave, shall count as time worked for the purposes of computing overtime. An employee working on a holiday, that is not scheduled to work said holiday, as part of the normal work schedule, shall be paid time and one half their normal hourly rate for hours worked. Any additional hours worked in excess of twelve (12) hours in a day shall be paid at double their normal hourly rate. Employees who are scheduled to work on a District recognized Holiday, shall be paid their regular rate of pay for the holiday and their regular rate of pay for all hours worked and shall also be eligible for overtime as stated above.~~

~~During normal work week schedules (non-standby period), non-exempt employees will receive overtime, at the rate as set forth above. All hours in excess of twelve (12) hours worked in a single workday shall be paid at double the employee's normal hourly rate. In the event that an employee works overtime that goes beyond a single workday (i.e., after midnight, in excess of 12 hours in a single day), that employee shall continue to be paid overtime for all consecutive hours worked and shall not return to normal hourly rates until they return to work after a period of rest, no less than eight (8) hours. If an employee is required to return to work before the minimum rest period of eight (8) hours, that employee shall start the next work shift at the overtime rate for all hours worked until a minimum rest period of eight (8) hours is achieved.~~

1. General Overtime Provisions

Non-exempt employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and the provisions of this Article.

a. Employees shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in the District's established workweek.
b. Hours actually worked in excess of ten (10) hours in a work-day shall be compensated at one and one-half (1.5) times the employee's regular hourly rate.
c. Hours actually worked in excess of twelve (12) consecutive hours in a work-day shall be compensated at two (2) times the employee's regular hourly rate (double-time rate).
d. Holidays, vacation leave, sick leave, and other paid leave shall not count as hours actually worked for purposes of calculating overtime.
e. All overtime must be approved in advance by the employee's supervisor, except in emergencies where prior approval is impracticable. All hours actually worked must be accurately recorded and compensated, regardless of prior authorization.
f. Employees shall neither overreport nor underreport hours worked. Employees directed

to work without accurately reporting their hours shall promptly notify the General Manager and/or Human Resources and Risk Management Department.

g. Overtime shall be paid on the regular payday immediately following the pay period in which the overtime was earned.

2. Overtime Under Standard and Modified Work Schedules

The overtime provisions of this Article shall apply to employees assigned to the standard 4/10 work schedule and modified work schedules established under Article 10 (Source of Supply Division).

All hours actually worked, including hours worked beyond the employee's regularly scheduled workday and emergency call-outs, shall be included in determining overtime eligibility.

Overtime shall be calculated based on the District's established workweek, regardless of the employee's assigned work schedule or on-call rotation.

3. Holiday Work

a. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall receive one and one-half (1.5) times their regular hourly rate for all hours worked.

b. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall be compensated at their regular hourly rate for all hours worked, with applicable overtime compensation for hours of actual work in excess of forty (40) hours during the established workweek, in accordance with Article 11.

c. Employees scheduled to work on a District-recognized holiday shall receive their applicable holiday pay and regular hourly rate for all hours worked, subject to additional overtime compensation when applicable under this Article.

d. An employee required to work on a District-observed holiday, whether scheduled or unscheduled, may elect to bank their applicable holiday hours as a Floating Holiday to be used at a later date subject to provisions stated in Subsections A and B of this article, with approval from their direct supervisor.

e. Hours worked in excess of ten (10) consecutive hours shall be compensated at one and one-half (1.5) times the employee's regular hourly rate, and twelve (12) consecutive hours shall be compensated at two (2) times the employee's regular hourly rate. Applicable premium rates shall not be compounded for the same hours worked, subject to applicable law.

4. Consecutive Work Hours

a. Overtime work extending beyond midnight or into the following calendar day shall be considered consecutive hours worked for purposes of determining the applicable overtime rate.

b. Employees who work more than twelve (12) consecutive hours shall continue to receive the applicable double-time rate until they are provided at least eight (8) consecutive hours of rest.

c. Employees required to return to work by their immediate supervisor before completing

eight (8) consecutive hours of rest shall continue to receive double-time compensation at the applicable rate until the required rest period is provided.

d. Rest period requirements and associated benefits shall be administered in accordance with Section 6 (Rest Period Pay) of this Article.

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5. On-Call and Emergency Call-Outs

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Employees assigned to on-call duty under Article 10 shall receive standby compensation in accordance with Article 12.

All hours actually worked during emergency call-outs or other District-directed assignments shall be recorded and compensated in accordance with this Article.

On-call status alone shall not constitute hours worked for overtime purposes unless otherwise required by applicable law.

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6. Rest Period Pay

The District recognizes the importance of providing employees with adequate rest between work shifts while maintaining their regular work hours. When an employee's required eight (8) consecutive hours of rest following an emergency call-out overlap with their regularly scheduled work hours, the following provisions shall apply: ~~It is the intent of the District to make honest efforts to ensure that all full-time employees are given the opportunity to work forty (40) hours per week at the employee's normal hourly rate. In the event that an employee's eight (8) hour rest period, between work shifts, interferes with the employee's ability to achieve the typical working hours of a workday, the District reserves the right to:~~

a. ***Eligibility and Compensation***
Following an emergency call-out lasting at least four (4) hours after the employee's regularly scheduled shift, the employee shall receive Rest Period Pay at their regular hourly rate for the portion of the required rest period that overlaps with their scheduled work hours, up to a maximum of eight (8) hours.

Illustrative Example – Rest Period Pay
An employee completes their regular shift at 5:00 p.m. and responds to an emergency call-out from 9:00 p.m. to 3:30 a.m. (6.5 hours). The required eight-hour rest period ends at 11:30 a.m. Since the employee's next scheduled shift begins at 6:30 a.m., the employee shall receive five (5) hours of Rest Period Pay at their regular hourly rate for the overlapping period from 6:30 a.m. to 11:30 a.m.

b. ***Required Rest Period***
Employees must complete eight (8) consecutive hours of rest to qualify for Rest Period Pay. An employee shall not return to work before completing the required eight (8) consecutive hours of rest unless expressly requested and authorized by his/her supervisor.

c. ***Return to Work and Remaining Scheduled Hours***

If two (2) hours or less remain in the employee's regularly scheduled shift upon completion of the required rest period, the employee shall not be required to return to work that day.

Employees shall not be required to use accrued leave to cover any scheduled hours not compensated through Rest Period Pay but may elect to do so. Any remaining hours not covered by accrued leave shall be unpaid without adversely affecting the employee's full-time status or benefits.

d. ***Eligibility Restrictions***

Employees who incur an unexcused absence or tardiness during the applicable workweek shall not be eligible for Rest Period Pay. However, employees who utilize approved vacation leave or sick leave supported by a physician's note may remain eligible for Rest Period Pay, subject to the requirements of Subsection F of this Article. Employees assigned to on-call or standby duty shall not be eligible for Rest Period Pay.

e. ***Alternative Work Hours***

Where operationally feasible, employees may be permitted to work alternate hours within the same workweek to maintain their regular work hours, provided there is an operational need, available work, and approval from their supervisor and the General Manager or designee.

f. ***Approval***

Rest Period Pay shall be subject to review and approval by the General Manager or designee in accordance with established District procedures.

g. ***Exception to Required Rest Period***

An eight (8) hour rest period shall not be required when an employee assigned to standby duty completes a call-out in less than one (1) hour of actual time away from the employee's residence.

~~An eight (8) hour rest period shall not be required when a "Call-Out" for stand-by personnel can be achieved in less than one hour of actual time away from the employee's home.~~

CURRENT MOU ARTICLE LANGUAGE

Article 12: Standby and On-Call Duties

Production Operator:

A Production Operator(s) assigned to standby duty for the purposes of being on-call to handle emergency situations arising at times other than normal scheduled working hours, and not as an extension of a regularly scheduled shift, shall be paid a flat fee of forty dollars ($40) per day.

A "standby day" for purposes of calculating standby compensation shall be the period of time when an employee has been assigned to be available for purposes of handling emergency situations arising at times other than normally scheduled working hours and not as an extension of a regularly scheduled shift.

It is understood that standby duty for Production Operator(s) will be provided by qualified and available employees as assigned by the supervisor and/or Director of Operations. Standby rotation for Production Operator(s) shall be, at a planned minimum, four (4) operators in rotation. A single Production Operator shall be on standby from Thursday to the following Thursday (one week). The intent of the rotation is to provide, a planned minimum, three (3) weeks off of standby rotation before reporting for another standby shift. In the event it is not

PROPOSED MOU ARTICLE LANGUAGE

Article 12
Standby and On-Call Duties

~~Production Operator:~~

~~A Production Operator(s) assigned to standby duty for the purposes of being on-call to handle emergency situations arising at times other than normal scheduled working hours, and not as an extension of a regularly scheduled shift, shall be paid a flat fee of forty dollars ($40) per day.~~

~~A "standby day" for purposes of calculating standby compensation shall be the period of time when an employee has been assigned to be available for purposes of handling emergency situations arising at times other than normally scheduled working hours and not as an extension of a regularly scheduled shift.~~

~~It is understood that standby duty for Production Operator(s) will be provided by qualified and available employees as assigned by the supervisor and/or Director of Operations. Standby rotation for Production Operator(s) shall be, at a planned minimum, four (4) operators in rotation. A single Production Operator shall be on standby from Thursday to the following Thursday (one week). The intent of the rotation is to provide, a planned minimum, three (3) weeks off of standby rotation before reporting for another standby shift. In the event it is not possible to accommodate a 3-week lapse in on-call duty, the District shall reserve the right to fill the vacancy with appropriate Production Operators. Employee supervisors and/or the Director of Operations reserve the right to assign any employee they deem fit to standby rotation to provide the District with the planned minimum of four (4) operators in standby rotation (this is the District planned rotation period but in no way guarantee's this rotation cycle period will always be able to be maintained). While on standby, the operator shall be provided with a District vehicle to drive home after normal working hours for use during after-hours emergencies. The District vehicle shall be taken home to provide a reasonable response time of twenty minutes to any actual emergency. It is understood that District Vehicles are for official District business only. District vehicles shall only be used to drive to and from work and/or to and from an actual emergency. Any misuse of District vehicles (i.e. using a District vehicle to run personal errands) shall be subject to disciplinary action as deemed fit by the employee's supervisor and/or the Director of Operations. The District shall pay any fuel, or additional charges, associated with standby vehicles. The District will establish a fringe benefit commuting valuation for the commuting benefit of each one-way commute at the current rate allowed by the IRS.~~

~~The employee shall pay applicable taxes associated with the use of standby vehicles.~~

~~Utility Worker:~~

~~In addition to Production Operators, One (1) Utility Worker and one (1) Utility Worker Helper shall also be on standby rotation. It is understood that standby duty for distribution operations will be provided by qualified and available employees as assigned by the supervisor and/or Director of Operations.~~

possible to accommodate a 3-week lapse in on-call duty, the District shall reserve the right to fill the vacancy with appropriate Production Operators. Employee supervisors and/or the Director of Operations reserve the right to assign any employee they deem fit to standby rotation to provide the District with the planned minimum of four (4) operators in standby rotation (this is the District planned rotation period but in no way guarantee's this rotation cycle period will always be able to be maintained). While on standby, the operator shall be provided with a District vehicle to drive home after normal working hours for use during after hours emergencies. The District vehicle shall be taken home to provide a reasonable response time of twenty minutes to any actual emergency. It is understood that District Vehicles are for official District business only. District vehicles shall only be used to drive to and from work and/or to and from an actual emergency. Any misuse of District vehicles (i.e. using a District vehicle to run personal errands) shall be subject to disciplinary action as deemed fit by the employee's supervisor and/or the Director of Operations. The District shall pay any fuel, or additional charges, associated with standby vehicles. The District will establish a fringe benefit commuting valuation for the commuting benefit of each one-way commute at the current rate allowed by the IRS.

The employee shall pay applicable taxes associated with the use of standby vehicles.

Utility Worker:

In addition to Production Operators, One (1) Utility Worker and one (1) Utility Worker Helper shall also be on standby rotation. It is understood that standby duty for distribution operations will be provided by qualified and available employees as assigned by the supervisor and/or Director of Operations.

Standby rotation for Utility Workers shall be, at a planned minimum, four (4) Utility Workers in rotation. A single Utility Worker shall be on standby with a single standby helper assigned to back up the Utility Worker on call.

Standby rotation for Water Utility Helpers shall be, at a planned minimum, eight (8) Water Utility Helpers in rotation. A single Water Utility Helper shall be on standby with a single Standby Production Operator assigned to supervise the Water Utility Helper on call.

Employee supervisors and/or the Director of Operations reserve the right to assign any employee they deem fit to standby rotation. The rotation shall provide, a planned minimum, three (3) weeks off of standby rotation for Distribution Operators and seven (7) weeks off of standby rotation for Distribution Helpers before reporting for another standby shift. In the event it is not possible to accommodate the planned lapse in on-call duty, the District shall reserve the right to fill the vacancy with appropriate distribution operators.

The primary on-call employee shall be compensated at forty dollars ($40) per on call day, and thirty dollars ($30) for the standby helper per on call day.

While on standby, the Water Utility Operator and possibly the Water Utility Helper shall be provided with a District vehicle to drive home after normal working hours for use during after-hours emergencies. The District vehicle shall be taken home to provide a reasonable response time of twenty (20) minutes to any actual emergency. It is understood that District Vehicles

~~Standby rotation for Utility Workers shall be, at a planned minimum, four (4) Utility Workers in rotation. A single Utility Worker shall be on standby with a single standby helper assigned to back up the Utility Worker on call.~~

~~Standby rotation for Water Utility Helpers shall be, at a planned minimum, eight (8) Water Utility Helpers in rotation. A single Water Utility Helper shall be on standby with a single Standby Production Operator assigned to supervise the Water Utility Helper on call.~~

~~Employee supervisors and/or the Director of Operations reserve the right to assign any employee they deem fit to standby rotation. The rotation shall provide, a planned minimum, three (3) weeks off of standby rotation for Distribution Operators and seven (7) weeks off of standby rotation for Distribution Helpers before reporting for another standby shift. In the event it is not possible to accommodate the planned lapse in on-call duty, the District shall reserve the right to fill the vacancy with appropriate distribution operators.~~

~~The primary on-call employee shall be compensated at forty dollars ($40) per on call day, and thirty dollars ($30) for the standby helper per on call day.~~

~~While on standby, the Water Utility Operator and possibly the Water Utility Helper shall be provided with a District vehicle to drive home after normal working hours for use during after-hours emergencies. The District vehicle shall be taken home to provide a reasonable response time of twenty (20) minutes to any actual emergency. It is understood that District Vehicles are for official District business only. District vehicles shall only be used to drive to and from work and/or to and from an actual emergency. Any misuse of District vehicles (i.e. using a District vehicle to run personal errands) shall be subject to disciplinary action as deemed fit by the employee's supervisor and/or the Director of Operations. The District vehicle will only be provided to the standby Distribution Operator. The District shall pay any fuel, or additional charges, associated with standby vehicles. The employee shall pay applicable taxes associated with the use of standby vehicles. The District will establish a fringe benefit commuting valuation for the commuting benefit of each one-way commute at the current rate allowed by the IRS.~~

~~The employee shall pay applicable taxes associated with the use of standby vehicles.~~

~~All Standby Employees shall:~~

1. ~~Be ready to respond immediately to a call for service.~~
2. ~~Be readily available at all hours by telephone or other agreed upon communication equipment.~~
3. ~~Refrain from activities which might impair their assigned duties upon call.~~
4. ~~Respond to the emergency caller within five (5) minutes of receiving the call.~~
5. ~~Ensure that the assigned cell phone and/or personal cell or home phone devices are in working order.~~

~~Failure to reply to an emergency call within five (5) minutes of receipt and response to the actual emergency within twenty (20) minutes from receiving the call shall be grounds for forfeiture of standby pay for that 24 hour period and may be cause for further disciplinary action.~~

are for official District business only. District vehicles shall only be used to drive to and from work and/or to and from an actual emergency. Any misuse of District vehicles (i.e. using a District vehicle to run personal errands) shall be subject to disciplinary action as deemed fit by the employee's supervisor and/or the Director of Operations. The District vehicle will only be provided to the standby_Distribution Operator. The District shall pay any fuel, or additional charges, associated with standby vehicles. The employee shall pay applicable taxes associated with the use of standby vehicles. The District will establish a fringe benefit commuting valuation for the commuting benefit of each one-way commute at the current rate allowed by the IRS.

The employee shall pay applicable taxes associated with the use of standby vehicles.

All Standby Employees shall:

1. Be ready to respond immediately to a call for service.
2. Be readily available at all hours by telephone or other agreed upon communication equipment.
3. Refrain from activities which might impair their assigned duties upon call.
4. Respond to the emergency caller within five (5) minutes of receiving the call.
5. Ensure that the assigned cell phone and/or personal cell or home phone devices are in working order.

Failure to reply to an emergency call within five (5) minutes of receipt and response to the actual emergency within twenty (20) minutes from receiving the call shall be grounds for forfeiture of standby pay for that 24 hour period and may be cause for further disciplinary action.

1. Standby Assignments and Rotations

The District may assign qualified employees to standby duty to ensure adequate coverage for operational emergencies and after-hours service needs. Standby schedules shall be established in accordance with Article 10.

A. *Source of Supply (Production) Division*

Standby duty shall be assigned to qualified and available Water Production Operators, as determined by the employee's supervisor and/or Director of Operations.

Employees assigned to standby duty in this division shall serve as Primary Standby Employees.

The District shall maintain a planned minimum rotation of four (4) Production Operators, with the intent of providing at least three (3) weeks between standby assignments.

B. *Transmission and Distribution Division*

Standby duty shall consist of one (1) primary Water Utility Worker and one (1) standby helper, as assigned by the employee's supervisor and/or Director of Operations.

The following classifications shall apply:

a. *Primary Standby Employee*: Senior Water Utility Worker or Water Utility Worker II
b. *Standby Helper*: Any classifications within the Department of Operations

The District shall maintain the following planned minimum rotations:

a. Primary Water Utility Workers: Six (6) employees in rotation, with the intent of providing at least five (5) weeks between standby assignments.
b. Standby Helpers: Seven (7) employees in rotation, with the intent of providing at least eight (8) weeks between standby assignments.

C. *Scheduling Authority*

The District reserves the right to modify standby rotations and assign other qualified employees when necessary to maintain operational coverage. The rotation periods described above are intended scheduling guidelines and are not guaranteed.

2. Standby Compensation

Employees assigned to standby duty shall receive the following compensation:

a. **Primary Standby Employee:** Sixty dollars ($60) per standby day.
b. **Standby Helper:** Fifty dollars ($50) per standby day.

A standby day shall mean a twenty-four (24) hour period during which an employee is assigned to remain available to respond to emergencies outside regularly scheduled work hours.

Standby compensation shall be paid separately from compensation for actual hours worked, which shall be governed by Article 11.

3. Standby Employee Responsibilities

Employees assigned to standby duty shall:

a. Remain available and prepared to respond to emergency calls throughout their assigned standby period.
b. Maintain reliable communication through a District-issued or other approved communication device.
c. Refrain from activities that may impair their ability to safely and effectively perform assigned duties.
d. Acknowledge or respond to emergency calls within five (5) minutes of receiving notification.
e. Report to the emergency location within twenty (20) minutes of receiving notification, unless otherwise authorized by the supervisor or Director of Operations.

Failure to meet the established response requirements without reasonable justification may result in forfeiture of standby compensation for the applicable standby day and/or disciplinary action, subject to applicable law and District policies.

4. District Vehicle Use

Employees assigned to primary standby duty may be provided a District vehicle for travel between their residence, regular workplace, and emergency response locations. Standby helpers may also be assigned a District vehicle when authorized by the supervisor or Director of Operations.

District vehicles shall be used exclusively for authorized District business, including approved commuting associated with standby assignments. Personal use is prohibited and may result in disciplinary action.

The District shall cover authorized fuel and operating expenses associated with standby vehicle use.

Any taxable commuting benefit shall be valued and reported in accordance with applicable Internal Revenue Service (IRS) regulations. Employees shall be responsible for applicable taxes associated with such benefits.

CURRENT MOU ARTICLE LANGUAGE

Article 23: Incentive Pay

Full-Time continuous employees with 3 years of service or more (at time of application) receiving education certification one step or higher above their existing job classification requirements will be eligible to receive a monthly incentive of fifty dollars ($50) per month per certificate, up to one hundred dollars ($100) per month. Employees must first make application to their supervisors to be eligible to participate in the Incentive Pay program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager. Education and/or certifications must be relevant to the employee's job class to be eligible for incentive pay. The following is a non-exclusive, illustrative list of certifications which may be eligible for incentive pay:

- California Water Distribution Operator (level D-2 and above)
- California Water Treatment Operator (level T-1 and above)
- Backflow Water Tester
- California Class A Driver's License
- Other relevant education, certification, or degree as approved by the General Manager.

PROPOSED MOU ARTICLE LANGUAGE

Article 223
~~:~~Incentive Pay

1. Eligibility and Incentive Pay Rates. Full-Time continuous employees shall be eligible to receive incentive pay after three (3) years of service to the District. Employees who obtain ~~with~~ 3 years of service or more (at time of application) anreceiving education certification that is one ~~step level~~ or higher ~~above their~~than the minimum requirements of their ~~existing~~ job classification requirements ~~will be~~are eligible to receive a monthly incentive of ~~fifty~~ fifty dollars ($~~5~~50) per ~~month per~~ certificatione, up to a maximum of twoone hundred dollars ($2100) per month.

2. Application and Approval Process. Incentive pay is not automatically applied. Employees must first ~~make~~ submit an application to their supervisors to ~~be eligible to~~ participate in the Incentive Pay program, including ~~employees~~ those inwhose job classifications that may not have corresponding ~~education~~ certification requirements. All applications are subject to approval byof the General Manager or designee.

3. Qualifying Education and Certifications. To qualify for the incentive pay, Eeducation and/or certification~~s~~ must be relevant to the employee's job classification ~~to be eligible for incentive pay~~. For job classifications that do not have established certification requirements, employees may qualify for incentive pay for relevant education, certifications, or licenses that enhance their ability to perform assigned duties, as determined by the General Manager or designee. The following is a non-exclusive, illustrative list of certifications which may be eligible for incentive pay:

a. California Water Distribution Operator (level D-2 and above)
b. California Water Treatment Operator (level T-1 and above)
c. Backflow Prevention Assembly ~~Water~~ Tester (BPAT) Certification
~~c.~~d. Cross-Connection Control Specialist
e. California Class A or B Driver's License
~~d.~~f. Notary Public (State of California)
~~e.~~g. Other ~~relevant~~ education, certification, or degree deemed applicable ~~as approved~~ by the General Manager or designee, including those obtained by employees in the highest job classification.

CURRENT MOU ARTICLE LANGUAGE

Article 26: Holidays

Employees shall be entitled to the following paid holidays:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King Jr. Day)
Third Monday in February (Presidents' Day)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday after Thanksgiving
December 25 (Christmas)

Employee Birthday (Floating Holiday)

Unless required as part of the District required rotation schedule set forth under Article 13, an employee required to work the holiday shall be paid one and one-half (1/2) times his/her rate of pay.

If the scheduled holiday falls on a nonworking day such as Friday or Saturday, it shall be observed on the previous Thursday. If the holiday falls on a Sunday, it will be observed on the following Monday.

For the alternative (4/10) work week schedule, the Friday after thanksgiving f shall be credited to the employee as a paid floating holiday to be used later in the fiscal year.

Unless excused due to pre-approved vacation, jury duty, hospitalization, or the death of an immediate family member, employees must work a full shift on the regular scheduled business day before and after the holiday to qualify for this benefit. Human Resources may request documentation of these exceptions in order for Holiday Pay to be approved. Holiday pay shall not be counted for the purposes of computing overtime.

PROPOSED MOU ARTICLE LANGUAGE

Article 256 ~~:~~ Holidays

1. **Recognized Paid Holidays.** Employees shall be entitled to the following paid holidays:

   a. January 1 (New Year's Day)
   b. Third Monday in January (Martin Luther King Jr. Day)
   c. Third Monday in February (Presidents' Day)
   d. Last Monday in May (Memorial Day)
   e. July 4 (Independence Day)
   f. First Monday in September (Labor Day)
   g. November 11 (Veteran's Day)
   h. Thanksgiving Day
   i. Friday after Thanksgiving Day (Floating Holiday)
   j. December 24 (Day Before Christmas) ~~(Christmas Eve)~~
   k. December 25 (Christmas Day)
   l. December 31 (New Year's Eve)
   m. Employee Birthday (Floating Holiday)
   ~~December 31 (New Year's Eve)~~

2. **Compensation for Holiday Work.** Unless required as part of the District required rotation schedule set forth under Article 123, an employee required to work the holiday shall be paid one and one-half (1/2) times his/her rate of pay.

3. **Holiday Observance.** If the scheduled holiday falls on a nonworking day such as Friday or Saturday, it shall be observed on the previous Thursday. If the holiday falls on a Sunday, it will be observed on the following Monday.

4. **Floating Holiday Credit.** For the alternative (4/10) work week schedule, the Friday after T~~t~~hanksgiving Day~~f~~ shall be credited to the employee as a paid floating holiday to be used at a later date ~~in the fiscal year~~.

5. **Holiday Pay Eligibility and Conditions.** Unless excused due to pre-approved vacation, jury or witness duty, hospitalization, scheduled preventive care, or the death of an immediate family member, employees must work a full shift on the regular scheduled business day before and after the holiday to qualify for ~~this benefit~~Holiday Pay. Human Resources or designee may request documentation of these exceptions in order for Holiday Pay to be approved. Holiday pay shall not be counted for the purposes of computing overtime.

CURRENT MOU ARTICLE LANGUAGE

Article 27: Vacations

Employees shall accrue vacation in the following manner:

Years of Service	Vacation Earned
Zero (0) through four (4) years	80 hours
Five (5) through nine (9) years	120 hours
Ten (10) years	130 hours
Eleven (11) years	140 hours
Twelve (12) years	150 hours
Thirteen (13) years or more	160 hours

Vacation shall be earned from date of hire.

An employee with less than five (5) years seniority would receive 80 hours vacation per year. The first year shall be prorated and accrued at a rate of 6.667 hours per month commencing with the first full month of employment and awarded after January 1 of the following year. Vacations shall be scheduled in advance with District Management on a first come, first serve basis, and be coordinated to minimize disruption to District operations.

The District agrees that an employee may carry over, to the following year, his/her previously accrued vacation. Vacation will be capped according to District policy.

If an employee elects not to schedule his/her vacation, the District agrees to purchase unused vacation at an employee's regular hourly rate of compensation if desired by the employee. The cash out option is available twice per calendar year per District policy.

PROPOSED MOU ARTICLE LANGUAGE

Article 2~~67~~
~~:~~Vacations

1. **Vacation Leave Eligibility and Accrual.** New full-time, regular employees will become eligible to use accrued vacation after the first 90 calendar days of employment. Vacation shall be earned from date of hire and earned based on the hours worked in each pay period.

2. **Vacation Accrual Schedule.** Employees shall accrue vacation according to~~in~~ the following ~~manner~~schedule:

Years of Service	***Vacation Hours Earned***
Zero (0) through four (4) years	80 hours
Five (5) through nine (9) years	120 hours
Ten (10) years	130 hours
Eleven (11) years	140 hours
Twelve (12) years	150 hours
Thirteen (13) years or more	160 hours

Vacation Accrual and Scheduling Procedures. ~~Vacation shall be earned from date of hire.~~

3. An employee with less than five (5) years seniority would receive 80 hours vacation per year. The first year shall be prorated and accrued at a rate of 6.667 hours per month commencing with the first full month of employment and awarded after January 1 of the following year. Vacations shall be scheduled in advance with District Management on a first come, first serve basis, and be coordinated to minimize disruption to District operations.

4. **Vacation Carryover and Accrual Limits.** The District agrees that an employee may carry over, to the following year, his/her previously accrued vacation. ~~Vacation will be capped according to District policy.~~Employees represented by the bargaining unit who have completed fifteen (15) or more years of continuous service with the District shall be permitted to accrue and maintain a vacation leave balance of up to two hundred (200) hours. All other bargaining unit employees shall remain subject to the applicable vacation accrual limitations established by District policy.

~~If an employee elects not to schedule his/her vacation, the District agrees to purchase unused vacation at an employee's regular hourly rate of compensation if desired by the employee. The cash out option is available twice per calendar year per District policy.~~

5. **Vacation Buy-Back Eligibility and Procedures.** Employees may "buy back" accrued and unused vacation hours twice (2x) within the fiscal year. The request is submitted to Payroll and will be reviewed by Human Resources. An employee may request to buy back vacation hours as desired during the year but must request a minimum of 10 hours per buy-back. To purchase vacation hours, an employee must have a minimum remaining balance of 40 hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the pay rate in effect for that employee at the time the hours are paid.

   a. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.
   b. All vacation buy-back requests will be processed in the payroll cycle following the date the request was approved.

CURRENT MOU ARTICLE LANGUAGE

Article 29: Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and District owned safety equipment. The District shall provide, as an employee benefit, all full-time office personnel with at least two (2) office appropriate shirts and/or sweater. The district will reimburse full-time operational personnel, upon date of hire and annually thereafter, up to a maximum amount of $200 for the purchase of steel-toe shoes or boots. Field operational personnel may purchase a second pair of shoes if field personnel can do so within the allotment of $200; the employee shall contribute the additional funds required if the cost exceeds the $200 allotment. Employees will be allowed to use this amount to also purchase other uniform related items such as belts, shoe or boot inserts, laces, etc. Employees who have provided notice of intent to voluntarily resign or retire are not eligible for the $200 allowance.

PROPOSED MOU ARTICLE LANGUAGE

Article 2~~9~~8
~~:~~Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time, regular field operational personnel with uniforms to be worn while on duty and District owned safety equipment. The District shall provide, as an employee benefit, all full-time office personnel with at least two (2~~2~~3) office appropriate shirts and/or sweater.

The district will reimburse full-time operational personnel, upon date of hire as full-time, regular status and annually thereafter, up to a maximum amount of $3200 for the purchase of steel-toe shoes or boots. The allowance may be renewed within the year, as needed, subject to review and approval by Operations Management based on the condition of the safety footwear and operational safety requirements at the sole discretion of the District.

Field operational personnel may purchase a second pair of shoes if field personnel can do so within the ~~allotment of~~annual $34200 safety footwear allowance; Any costs exceeding the annual available allowance shall be the employee's responsibility ~~the employee shall contribute the additional funds required if the cost exceeds the $3200 allotment~~. Employees will be allowed to use this amount to also purchase other uniform related items such as belts, shoe or boot inserts, laces, etc. Any unused portion of the annual $3400 safety footwear allowance shall carry over into the following year.

Employees who have provided notice of intent to voluntarily resign or retire are not eligible for the $3200 safety footwear allowance.

CURRENT MOU ARTICLE LANGUAGE

Article 33: Cost of Living Adjustments

Salaries to be adjusted on January 1, 2022 in accordance with the Salary Schedule for 2022. Salaries for 2023, 2024, 2025, 2026, and 2027 shall be adjusted beginning on January 1, 2023 for an increase of 1.5% or based on the August-to-August Unadjusted Consumer Price Index, U.S. Cities average, whichever is greater, with a maximum cap of a 5% increase. A COLA for January 1, 2027, shall be applied in accordance with this Article unless a different provision is negotiated prior to the expiration of this MOU.

PROPOSED MOU ARTICLE LANGUAGE

Article 3~~3~~2
~~:~~Cost of Living Adjustments

~~Salaries to be adjusted on~~For the period of January 1, 2027, through December 31, 2031, salaries shall be adjusted annually, effective January 1 of each year, based on the percentage change in the September-to-September Consumer Price Index for All Urban Consumers (CPI-U), Riverside–San Bernardino–Ontario, California, as published by the U.S. Bureau of Labor Statistics (BLS).

The annual adjustment shall reflect the actual percentage change in the applicable CPI, without a minimum (floor) or maximum (cap), unless otherwise mutually agreed upon by the District and the Employee Association~~ January 1, 2022 in accordance with the Salary Schedule for 2022. Salaries for 2023, 2024, 2025, 2026, and 2027 shall be adjusted beginning on January 1, 2023 for an increase of 1.5% or based on the August-to-August Unadjusted Consumer Price Index, U.S. Cities average, whichever is greater, with a maximum cap of a 5% increase. A COLA for January 1, 2027, shall be applied in accordance with this Article unless a different provision is negotiated prior to the expiration of this MOU.~~

CURRENT MOU ARTICLE LANGUAGE

Article 39: Term Agreement

This agreement shall remain in full force and effect from January 1, 2022 until December 31,

2026. The District agrees to conduct an internal compensation survey every third (3rd) year, and an external compensation study, conducted by an outside consultant, every ninth (9th) year, to facilitate salary range discussions to be considered for rate calculations and for the next term.

PROPOSED MOU ARTICLE LANGUAGE

Article 3~~9~~ Term Agreement

This agreement shall remain in full force and effect from January 1, 2027.2 ~~through until~~ December 31, 2031~~26~~.

Notwithstanding the expiration of the 2022–2026 Memorandum of Understanding, the salary survey scheduled for FY 2027 pursuant to the provisions of the 2022–2026 MOU shall proceed as agreed upon by both parties.

The District agrees to conduct a~~n internal~~ compensation survey every third (3rd) year, and a~~n general~~~~external~~ compensation study ~~, conducted by an outside consultant,~~ every ninth (9th) year~~:~~ to facilitate salary range discussions to be considered for rate calculations and for the next term.

Article 11
Overtime and Rest Period

1. General Overtime Provisions

Non-exempt employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and the provisions of this Article.

a. Employees shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in the District's established workweek.
b. Hours actually worked in excess of ten (10) hours in a work-day shall be compensated at one and one-half (1.5) times the employee's regular hourly rate.
c. Hours actually worked in excess of twelve (12) consecutive hours in a work-day shall be compensated at two (2) times the employee's regular hourly rate (double-time rate).
d. Holidays, vacation leave, sick leave, and other paid leave shall not count as hours actually worked for purposes of calculating overtime.
e. All overtime must be approved in advance by the employee's supervisor, except in emergencies where prior approval is impracticable. All hours actually worked must be accurately recorded and compensated, regardless of prior authorization.
f. Employees shall neither overreport nor underreport hours worked. Employees directed to work without accurately reporting their hours shall promptly notify the General Manager and/or Human Resources and Risk Management Department.
g. Overtime shall be paid on the regular payday immediately following the pay period in which the overtime was earned.

2. Overtime Under Standard and Modified Work Schedules

The overtime provisions of this Article shall apply to employees assigned to the standard 4/10 work schedule and modified work schedules established under Article 10 (Source of Supply Division).

All hours actually worked, including hours worked beyond the employee's regularly scheduled workday and emergency call-outs, shall be included in determining overtime eligibility.

Overtime shall be calculated based on the District's established workweek, regardless of the employee's assigned work schedule or on-call rotation.

3. Holiday Work

a. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall receive one and one-half (1.5) times their regular hourly rate for all hours worked.
b. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall be compensated at their regular hourly rate for all hours worked, with applicable overtime compensation for hours of actual work in excess of forty (40) hours during the established workweek, in accordance with Article

11 of the MOU.

c. Employees scheduled to work on a District-recognized holiday shall receive their applicable holiday pay and regular hourly rate for all hours worked, subject to additional overtime compensation when applicable under this Article.
d. An employee required to work on a District-observed holiday, whether scheduled or unscheduled, may elect to bank their applicable holiday hours as a Floating Holiday to be used at a later date subject to provisions stated in Subsections A and B of this article, with approval from their direct supervisor.
e. Hours worked in excess of ten (10) consecutive hours shall be compensated at one and one-half (1.5) times the employee's regular hourly rate, and twelve (12) consecutive hours shall be compensated at two (2) times the employee's regular hourly rate. Applicable premium rates shall not be compounded for the same hours worked, subject to applicable law.

4. Consecutive Work Hours

a. Overtime work extending beyond midnight or into the following calendar day shall be considered consecutive hours worked for purposes of determining the applicable overtime rate.
b. Employees who work more than twelve (12) consecutive hours shall continue to receive the applicable double-time rate until they are provided at least eight (8) consecutive hours of rest.
c. Employees required to return to work by their immediate supervisor before completing eight (8) consecutive hours of rest shall continue to receive double-time compensation at the applicable rate until the required rest period is provided.
d. Rest period requirements and associated benefits shall be administered in accordance with Section 6 (Rest Period Pay) of this Article.

5. On-Call and Emergency Call-Outs

Employees assigned to on-call duty under Article 10 shall receive standby compensation in accordance with Article 12.

All hours actually worked during emergency call-outs or other District-directed assignments shall be recorded and compensated in accordance with this Article.

On-call status alone shall not constitute hours worked for overtime purposes unless otherwise required by applicable law.

6. Rest Period Pay

The District recognizes the importance of providing employees with adequate rest between work shifts while maintaining their regular work hours. When an employee's required eight (8) consecutive hours of rest following an emergency call-out overlap with their regularly scheduled work hours, the following provisions shall apply:

a. ***Eligibility and Compensation***

Following an emergency call-out lasting at least four (4) hours after the employee's regularly scheduled shift, the employee shall receive Rest Period Pay at their regular hourly rate for the portion of the required rest period that overlaps with their scheduled work hours, up to a maximum of eight (8) hours.

Illustrative Example – Rest Period Pay
An employee completes their regular shift at 5:00 p.m. and responds to an emergency call-out from 9:00 p.m. to 3:30 a.m. (6.5 hours). The required eight-hour rest period ends at 11:30 a.m. Since the employee's next scheduled shift begins at 6:30 a.m., the employee shall receive five (5) hours of Rest Period Pay at their regular hourly rate for the overlapping period from 6:30 a.m. to 11:30 a.m.

b. *Required Rest Period*
Employees must complete eight (8) consecutive hours of rest to qualify for Rest Period Pay. An employee shall not return to work before completing the required eight (8) consecutive hours of rest unless expressly requested and authorized by his/her supervisor.

c. *Return to Work and Remaining Scheduled Hours*
If two (2) hours or less remain in the employee's regularly scheduled shift upon completion of the required rest period, the employee shall not be required to return to work that day.

Employees shall not be required to use accrued leave to cover any scheduled hours not compensated through Rest Period Pay but may elect to do so. Any remaining hours not covered by accrued leave shall be unpaid without adversely affecting the employee's full-time status or benefits.

d. *Eligibility Restrictions*
Employees who incur an unexcused absence or tardiness during the applicable workweek shall not be eligible for Rest Period Pay. However, employees who utilize approved vacation leave or sick leave supported by a physician’s note may remain eligible for Rest Period Pay, subject to the requirements of Subsection F of this Article. Employees assigned to on-call or standby duty shall not be eligible for Rest Period Pay.

e. *Alternative Work Hours*
Where operationally feasible, employees may be permitted to work alternate hours within the same workweek to maintain their regular work hours, provided there is an operational need, available work, and approval from their supervisor and the General Manager or designee.

f. *Approval*
Rest Period Pay shall be subject to review and approval by the General Manager or designee in accordance with established District procedures.

g. *Exception to Required Rest Period*
An eight (8) hour rest period shall not be required when an employee assigned to standby duty completes a call-out in less than one (1) hour of actual time away from the employee's residence.

Article 12
Standby and On-Call Duties

1. Standby Assignments and Rotations

The District may assign qualified employees to standby duty to ensure adequate coverage for operational emergencies and after-hours service needs. Standby schedules shall be established in accordance with Article 10.

A. ***Source of Supply (Production) Division***
Standby duty shall be assigned to qualified and available Water Production Operators, as determined by the employee's supervisor and/or Director of Operations.

Employees assigned to standby duty in this division shall serve as Primary Standby Employees.

The District shall maintain a planned minimum rotation of four (4) Production Operators, with the intent of providing at least three (3) weeks between standby assignments.

B. ***Transmission and Distribution Division***
Standby duty shall consist of one (1) primary Water Utility Worker and one (1) standby helper, as assigned by the employee's supervisor and/or Director of Operations.

The following classifications shall apply:

a. *Primary Standby Employee*: Senior Water Utility Worker or Water Utility Worker II
b. *Standby Helper*: Any classifications within the Department of Operations

The District shall maintain the following planned minimum rotations:

a. Primary Water Utility Workers: Six (6) employees in rotation, with the intent of providing at least five (5) weeks between standby assignments.
b. Standby Helpers: Seven (7) employees in rotation, with the intent of providing at least eight (8) weeks between standby assignments.

C. ***Scheduling Authority***
The District reserves the right to modify standby rotations and assign other qualified employees when necessary to maintain operational coverage. The rotation periods described above are intended scheduling guidelines and are not guaranteed.

2. Standby Compensation

Employees assigned to standby duty shall receive the following compensation:

a. **Primary Standby Employee:** Sixty dollars ($60) per standby day.
b. **Standby Helper:** Fifty dollars ($50) per standby day.

A standby day shall mean a twenty-four (24) hour period during which an employee is assigned to remain available to respond to emergencies outside regularly scheduled work hours.

Standby compensation shall be paid separately from compensation for actual hours worked, which shall be governed by Article 11.

3. Standby Employee Responsibilities

Employees assigned to standby duty shall:

a. Remain available and prepared to respond to emergency calls throughout their assigned standby period.
b. Maintain reliable communication through a District-issued or other approved communication device.
c. Refrain from activities that may impair their ability to safely and effectively perform assigned duties.
d. Acknowledge or respond to emergency calls within five (5) minutes of receiving notification.
e. Report to the emergency location within twenty (20) minutes of receiving notification, unless otherwise authorized by the supervisor or Director of Operations.

Failure to meet the established response requirements without reasonable justification may result in forfeiture of standby compensation for the applicable standby day and/or disciplinary action, subject to applicable law and District policies.

4. District Vehicle Use

Employees assigned to primary standby duty may be provided a District vehicle for travel between their residence, regular workplace, and emergency response locations. Standby helpers may also be assigned a District vehicle when authorized by the supervisor or Director of Operations.

District vehicles shall be used exclusively for authorized District business, including approved commuting associated with standby assignments. Personal use is prohibited and may result in disciplinary action.

The District shall cover authorized fuel and operating expenses associated with standby vehicle use.

Any taxable commuting benefit shall be valued and reported in accordance with applicable Internal Revenue Service (IRS) regulations. Employees shall be responsible for applicable taxes associated with such benefits.

Article 22
Incentive Pay

1. Eligibility and Incentive Pay Rates. Full-Time continuous employees shall be eligible to receive incentive pay after three (3) years of service to the District. Employees who obtain an education certification that is one level or higher than the minimum requirements of their job classification requirements are eligible to receive a monthly incentive of fifty dollars ($50) per certification, up to a maximum of two hundred dollars ($200) per month.

2. Application and Approval Process. Incentive pay is not automatically applied. Employees must first submit an application to their supervisors to participate in the Incentive Pay program, including those in job classifications that may not have corresponding certification requirements. All applications are subject to approval by the General Manager or designee.

3. Qualifying Education and Certifications. To qualify for the incentive pay, education and/or certification must be relevant to the employee's job classification. For job classifications that do not have established certification requirements, employees may qualify for incentive pay for relevant education, certifications, or licenses that enhance their ability to perform assigned duties, as determined by the General Manager or designee. The following is a non-exclusive, illustrative list of certifications which may be eligible for incentive pay:

a. California Water Distribution Operator (level D-2 and above)
b. California Water Treatment Operator (level T-1 and above)
c. Backflow Prevention Assembly Tester (BPAT) Certification
d. Cross-Connection Control Specialist
e. California Class A or B Driver's License
f. Notary Public (State of California)
g. Other education, certification, or degree deemed applicable by the General Manager or designee, including those obtained by employees in the highest job classification.

Article 25
Holidays

1. Recognized Paid Holidays. Employees shall be entitled to the following paid holidays:

a. January 1 (New Year's Day)
b. Third Monday in January (Martin Luther King Jr. Day)
c. Third Monday in February (Presidents' Day)
d. Last Monday in May (Memorial Day)
e. July 4 (Independence Day)
f. First Monday in September (Labor Day)
g. November 11 (Veteran's Day)
h. Thanksgiving Day
i. Friday after Thanksgiving Day (Floating Holiday)
j. December 24 (Day Before Christmas)
k. December 25 (Christmas Day)
l. December 31 (New Year's Eve)
m. Employee Birthday (Floating Holiday)

2. Compensation for Holiday Work. Unless required as part of the District required rotation schedule set forth under Article 12, an employee required to work the holiday shall be paid one and one-half (1/2) times his/her rate of pay.

3. Holiday Observance. If the scheduled holiday falls on a nonworking day such as Friday or Saturday, it shall be observed on the previous Thursday. If the holiday falls on a Sunday, it will be observed on the following Monday.

4. Floating Holiday Credit. For the alternative (4/10) work week schedule, the Friday after Thanksgiving Day shall be credited to the employee as a paid floating holiday to be used at a later date.

5. Holiday Pay Eligibility and Conditions. Unless excused due to pre-approved vacation, jury or witness duty, hospitalization, scheduled preventive care, or the death of an immediate family member, employees must work a full shift on the regular scheduled business day before and after the holiday to qualify for Holiday Pay. Human Resources or designee may request documentation of these exceptions in order for Holiday Pay to be approved. Holiday pay shall not be counted for the purposes of computing overtime.

Article 26
Vacations

1. Vacation Leave Eligibility and Accrual. New full-time, regular employees will become eligible to use accrued vacation after the first 90 calendar days of employment. Vacation shall be earned from date of hire and earned based on the hours worked in each pay period.

2. Vacation Accrual Schedule. Employees shall accrue vacation according to the following schedule:

Years of Service	***Vacation Hours Earned***
Zero (0) through four (4) years	80 hours
Five (5) through nine (9) years	120 hours
Ten (10) years	130 hours
Eleven (11) years	140 hours
Twelve (12) years	150 hours
Thirteen (13) years or more	160 hours

3. Vacation Accrual and Scheduling Procedures. An employee with less than five (5) years seniority would receive 80 hours vacation per year. The first year shall be prorated and accrued at a rate of 6.667 hours per month commencing with the first full month of employment and awarded after January 1 of the following year. Vacations shall be scheduled in advance with District Management on a first come, first serve basis, and be coordinated to minimize disruption to District operations.

4. Vacation Carryover and Accrual Limits. The District agrees that an employee may carry over, to the following year, his/her previously accrued vacation. Employees represented by the bargaining unit who have completed fifteen (15) or more years of continuous service with the District shall be permitted to accrue and maintain a vacation leave balance of up to two hundred (200) hours. All other bargaining unit employees shall remain subject to the applicable vacation accrual limitations established by District policy.

5. Vacation Buy-Back Eligibility and Procedures. Employees may "buy back" accrued and unused vacation hours twice (2x) within the fiscal year. The request is submitted to Payroll and will be reviewed by Human Resources. An employee may request to buy back vacation hours as desired during the year but must request a minimum of 10 hours per buy-back. To purchase vacation hours, an employee must have a minimum remaining balance of 40 hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the pay rate in effect for that employee at the time the hours are paid.

a. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.
b. All vacation buy-back requests will be processed in the payroll cycle following the date the request was approved.

Article 28
Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time, regular field operational personnel with uniforms to be worn while on duty and District owned safety equipment. The District shall provide, as an employee benefit, all full-time office personnel with at least two (2) office appropriate shirts and/or sweater.

The district will reimburse full-time operational personnel, upon date of hire as full-time, regular status and annually thereafter, up to a maximum amount of $300 for the purchase of steel-toe shoes or boots. The allowance may be renewed within the year, as needed, subject to review and approval by Operations Management based on the condition of the safety footwear and operational safety requirements at the sole discretion of the District.

Field operational personnel may purchase a second pair of shoes if field personnel can do so within the annual $300 safety footwear allowance; Any costs exceeding the annual available allowance shall be the employee's responsibility. Employees will be allowed to use this amount to also purchase other uniform related items such as belts, shoe or boot inserts, laces, etc. Any unused portion of the annual $300 safety footwear allowance shall carry over into the following year.

Employees who have provided notice of intent to voluntarily resign or retire are not eligible for the $300 safety footwear allowance.

Article 32
Cost of Living Adjustments

For the period of January 1, 2027, through December 31, 2031, salaries shall be adjusted annually, effective January 1 of each year, based on the percentage change in the September-to-September Consumer Price Index for All Urban Consumers (CPI-U), Riverside–San Bernardino–Ontario, California, as published by the U.S. Bureau of Labor Statistics (BLS).

The annual adjustment shall reflect the actual percentage change in the applicable CPI, without a minimum (floor) or maximum (cap), unless otherwise mutually agreed upon by the District and the Employee Association.

Article 38
Term Agreement

This agreement shall remain in full force and effect from January 1, 2027, through December 31, 2031.

Notwithstanding the expiration of the 2022–2026 Memorandum of Understanding, the salary survey scheduled for FY 2027 pursuant to the provisions of the 2022–2026 MOU shall proceed as agreed upon by both parties.

The District agrees to conduct a compensation survey every third (3rd) year, and a general compensation study every ninth (9th) year to facilitate salary range discussions to be considered for rate calculations and for the next term.