

MEMORANDUM OF UNDERSTANDING

BETWEEN



AND

*Water Employee Services
Authority Management Team
Association*

January 1, 2026 to December 31, 2027

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Article I. Introduction

Section 1. Statement

This Memorandum is entered into between Water Employee Services Authority of Lake Elsinore, California, hereinafter referred to as the "Employer" or "Authority" and the Water Employee Services Authority Management Team Association, hereinafter referred to as the "Association".

The provisions of this Memorandum shall become effective on the first day of January 2026, unless otherwise expressly provided herein. Any provision of this Memorandum to the contrary notwithstanding, Employer shall retain all rights, obligations, decision making and policy making power reposed, granted and required to be exercised by Employer as set forth in Article I, Section 2 of the Authority's Resolution 2007-5-Employer-Employee Organization Relations, adopted November 19, 2007, and incorporated herein by reference.

Section 2. Purpose of Memorandum

It is the intent of the parties and the purpose of this Memorandum to preserve and continue the harmonious relations existing between the parties; to insure peaceful adjustment and settlement of grievances, claims, disputes, and differences which may arise between the Employer and its employees represented by the Association; to prevent interruptions of work; and to establish wages, fringe benefits, hours and working conditions which shall prevail during the term hereof for the employees covered by this Memorandum.

Section 3. Scope of Memorandum

This Memorandum shall apply to and cover all employees of the Employer, in the classifications which currently exist or may from time to time be established and which are appropriately subject to this agreement under the terms of Resolution 2007-5 adopted by the Authority on November 19, 2007. Employer has heretofore recognized the Association as the exclusive representative of all employees covered hereby for the purpose of meeting and conferring in good faith with respect to wages, fringe benefits, hours and working conditions.

Section 4. Anti-Discrimination

It is the policy of both the Employer and the Association not to discriminate against any applicant or employee because of race, religious creed, color, age, sex (including breast feeding and related medical conditions), gender identity and expression, pregnancy, national origin, citizenship status, uniform service member and veteran status, physical disability, mental disability, protected medical condition, marital status, sexual orientation, ancestry, genetic information, any other protected status in accordance with all applicable federal, state and local laws, or membership in the Association.

Section 5. Exclusive Representative Security

Employees covered by this Memorandum have the right to become members and remain members in good standing throughout the term of this Memorandum. Employees shall have the right to refuse to become members of this Association. The Association shall have the right to refuse to represent employees who are not members of the Association. Employees who represent themselves shall not receive favorable conditions by the Employer to discriminate against employees who are Association members. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the Employer or by the Association because of their exercise of these rights.

Employees may request to be represented by this Association at any time throughout their employment. Employees will be provided paperwork for the purpose of authorizing payroll deductions upon request. Any employee who is a member of the Association may withdraw from the Association at any time upon written notice.

Section 6. Employee Representative

The Employee Representatives shall be working employees appointed by the Association, who shall, in addition to their work as employees, be permitted to perform, during working hours, such of their Association duties as cannot be performed at other times. Duties which can be performed at other times, Employee Representative Committee meetings and general Association meetings will occur during non-working hours unless specific permission has been obtained from the Employee Relations Officer.

The Association agrees that, regardless of how many officers the Association may have, there shall be no more than three (3) elected employee representatives (or an elected alternate if necessary) designated to receive information or negotiate with Employer. The Association agrees that such duties shall be performed as expeditiously as possible so as not to interfere with productivity. The Association shall notify the Employer in writing of the appointment of the employee representative(s) or change of employee representative(s). The Employer will notify the Association, in writing, of Employer's intention to discharge any one of these three employee representatives ten (10) working days prior to the effective date of the intended discharge.

Any of the three Employee Representatives is to receive grievances or disputes from employees and shall immediately report them to the Director of Human Resources subsequent to completion of a Grievance Initiation Form, sample attached (See Section 48, Grievance Procedure). The Employer agrees and understands that the Employee Representatives are representatives of the employees on the job. The sole grant of authority to the Employee Representatives by the Association is set forth in this Section. The Employee Representatives have no other authority, expressed or implied, granted by the Association.

Employees wishing to speak with an Employee Representative during working hours (excluding established break periods) will notify their immediate supervisor and, work schedule permitting, a meeting with the representative will be coordinated with the representative's supervisor. All other meetings not accommodated by this procedure will take place on the employee's own time.

Article II. Employment Defined

Section 7. Work Periods

A.) Work Week

A work week is any seven consecutive 24-hour period, starting on the same calendar day, and at the same time of day, each week. Employees shall be assigned to a specific work week schedule which will define the starting day of the week and time of day for the work week and a related time sheet work period code for recording purposes. The normal work period for each full-time regular non-exempt employee shall consist, for all computing purposes, of a basic forty (40) hour workweek with part-time positions being prorated as fractions thereof. Work shall be reported in increments of not less than one-quarter hour.

B.) Regular Shift Work Week

Authority employees work a 9/80 work schedule, which, for the purposes of defining a work week, is defined as beginning exactly four (4) hours into the eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off. Eight (8) of the employee's shifts are nine (9) hours and one (1) shift is eight (8) hours. The employees work a total of nine (9) days and 80 hours every two (2) workweeks.

The General Manager, or his designee, may approve an alternative work schedule when requested by an employee, as defined in the Authority's Flexible Work Schedule Policy. As such, the following alternative work schedules are designed as follows:

A 5/40 alternative work schedule shall consist of five eight (8) hour days equaling forty (40) hours per workweek, with the workweek defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 pm the following Friday.

A 4/10 alternative work schedule shall consist of four ten (10) hour days equaling forty (40) hours per workweek and is defined as beginning at 12:00 am on Saturday and ending at 11:59 pm the following Friday.

C.) Continuous Shift Work Week

Continuous shift operations are those that require at least one shift per day, each and every day including Saturdays, Sundays and holidays, to perform the regularly scheduled job duties in order that the Employer meet its obligations. For classifications assigned to continuous shift operations, the Employer will schedule consecutive workdays, with regular days off scheduled consecutively. Hourly, non-exempt continuous shift employees shall be paid time and one-half for all hours worked plus their regular holiday pay when required to work on an Authority holiday as specified in Section 32 (A).

Schedules of employees assigned a continuous shift work week will not be modified when a holiday falls on a day the employee is regularly scheduled to work. However, employees scheduled to work on a holiday may trade assigned holiday schedules with other employees if the following requirements have been met.

- (1) Managers must agree that the employee accepting holiday work meets all Authority requirements.

(2) Requests must be made and agreed to by management in advance.

Permission to trade holiday assignments shall not be unreasonably denied. However, if qualified individuals are not available for shift trade the assigned employee will be compelled to work his/her assigned shift.

D.) Workday

Under California law, a workday is calculated using a regular 24-hour clock (i.e., 12:00 am – 11:59 pm), unless otherwise defined by the Employer.

For employees covered by this Memorandum, the workday is defined as beginning at the start of the employee's shift and concludes at the completion of said shift.

E.) Flex Day

Classifications regularly assigned a combined schedule of nine (9) hour and eight (8) hour shifts during each two (2) week pay period (commonly referred to as a 9/80 schedule) will be scheduled for two (2) days off during one calendar week and three (3) days off during alternating calendar weeks. This additional day off shall be referred to hereafter as a flex day.

F.) Special Shift Work Week

The General Manager is authorized to establish a longer or different work period, subject to overtime provisions in accordance with the 40-hour rule, for the performance of specified functions or applicable to a particular employee or group of employees (for a period not to exceed 6 months).

G.) Shift Differential Pay

Association employees who are scheduled to work a regular full shift on a Saturday or Sunday shall receive a \$50.00 per day weekend differential in addition to their regular pay. This sum is included in the regular rate when calculating overtime pay.

H.) Change in Work Schedule

An hourly, non-exempt employee reporting for work at the regular starting time as defined by their work schedule, when they have not been notified not to report, and for whom no work is provided, shall be guaranteed a minimum of two (2) hours reporting pay and, at the Employer's discretion, may be required to remain at the workplace. If time worked exceeds 2 hours, actual time worked will be paid in accordance with the 40-hour rule.

I.) Work Hours

Employees work hours shall be established by Authority Management and are subject to change based upon the needs of the Authority and upon a minimum of two (2) weeks' notification to employees.

J.) Meal and Rest Periods

Unless otherwise assigned, a thirty (30) minute unpaid meal period on the hourly, non-exempt employee's time shall be scheduled at a time not more than six (6) hours after the start of the shift. When an employee is required by the supervisor to work more than six (6) consecutive hours without a meal period, the employee shall be paid for their normally assigned meal period in addition to hours worked. When an employee is required to continue working more than three (3) hours in excess of their normal shift, they shall be paid for their normally assigned meal period. It is the employees' responsibility to record paid meal periods on their time sheets. A paid rest period of no more than fifteen (15) minutes shall be permitted for every four (4) hours of work (or major

portion thereof). The rest period shall be as near the middle of that time as is practical. Neither meal periods nor rest periods can be used to arrive late to the beginning of a shift or leave a shift early, and rest periods cannot be used to extend a lunch.

Section 8. Payment of Wages

A.) Pay Period

Two (2) successive work weeks constitute a pay period.

B.) Payday and Paycheck Distribution

All work week wages and any other compensation will only be paid on a biweekly basis. Employees shall be paid at the Authority Office, Lake Elsinore, California, or such location as the Authority designates, before the conclusion of the employees' regular shift on the Wednesday following the end of the pay period. Employees selecting a direct deposit payroll option shall have their deposit available for withdrawals no later than Thursday following the end of the pay period, or Friday following holiday observance. Employees must be paid in full for all work performed during the last pay period.

Section 9. Anniversary Date

The anniversary date for all Authority employees shall be defined as the employee's date of hire as annually observed.

Section 10. Probationary Period

A.) New Hire

All new hires shall be subject to a twelve (12) month probationary period. Such probationary periods may be extended for an additional three (3) months at the discretion of the General Manager. Any extension must be supported by a written statement indicating the reasons for the extension. All probationary employees shall receive an evaluation at six (6) months. The six-month performance evaluation shall not include consideration for a merit salary increase. A new hire shall be eligible for a merit salary increase at the anniversary date or completion of the new hire probationary period. New hires may use vacation accumulation with supervisor approval after six months of employment. The probationary period shall likewise be extended for any leave of absence period protected by state or federal regulations. During the probationary period employees serve at the will and pleasure of the General Manager and may be released without right of appeal, grievance or hearing.

B.) Promotions

Any employee promoted to a higher classification shall be considered to be on a probationary basis in the new classification for a period of three (3) months. At the discretion of the General Manager, prior time spent performing the duties related to the higher classification may be credited towards the three (3) month probationary period. In the event that the employee or employer is unsatisfied with the job performance in this higher classification during the probationary period, the employee shall be returned by the Employer to their former classification and rate, if an opening exists, without loss of seniority or other benefits.

Section 11. Performance Evaluations

Newly hired employees shall be given performance evaluations following the completion of their first six (6) months of employment, at the conclusion of their probationary period, and then annually thereafter.

Performance evaluations shall be completed and submitted to Human Resources no later than one month after the employee's anniversary date. The evaluation shall be reviewed by Human Resources and returned to the supervisor for presentation to the employee within a reasonable time of the employee's anniversary date.

Additional performance evaluations may be given at any time. Performance evaluations may be initiated by any level of management. Performance evaluations may also be requested by the employee. For information regarding performance evaluations, refer to the Authority's Performance Management Policy or contact the Human Resources Department.

Section 12. Employee Classification

A.) Assigned Classifications

Each employee shall be assigned a classification. This classification is defined by the related job duties and responsibilities as determined by the Authority. Each classification shall be assigned to a pay range (see Article III, Section 23 (A), Pay Type).

B.) Performing Duties of a Higher Classification

Employees who are required, in writing, to work three (3) working days or longer in a higher classification which is vacant due to paid or unpaid leaves, injury, and termination or move up due to take an acting position shall be compensated at Step 1 of the higher classification or 5% more than their wage in their regularly assigned classification, whichever is higher. Acting pay shall not apply to an employee who is being trained by the Authority to qualify to a higher classification.

Section 13. Seniority

A.) Months of Active Service

Seniority shall be defined as the number of months of active service.

- 1.) Employee service will be determined to be active while the employee is being compensated on a daily basis in one of the following ways:
 - a. For hours actually worked.
 - b. For accrued benefits to include accrued vacation, accrued sick leave and accrued compensatory time.

B.) Calculation of Number of Months of Active Service

The number of months of active service shall be computed by determining the number of months from the employee's date of hire less all leaves of absence during which the employee receives no pay from the Authority. Leaves of absence in excess of 16 consecutive calendar days shall be considered a minimum of one full month. Leaves of absence of 16 consecutive calendar days or less shall not affect active service. If there is a break in service (i.e., termination), seniority shall be calculated based on the employee's most recent date of hire and will exclude prior service. The employer shall account for the number of inactive months of service. Pregnancy disability leave is not considered a break in service.

C.) Promotion

Internal promotional opportunities shall be posted for two weeks. At management's discretion, external recruiting may be conducted concurrent with the internal posting. Ability, experience, and overall performance history shall be the factors in awarding jobs on a promotional basis, based on the evaluation of the interview panel. If the experience, abilities, and overall performance history of employees eligible for promotion are substantially the same, seniority shall be the deciding factor. If these factors are substantially the same for internal and external candidates, internal candidates will be given preference.

D.) Termination of Employment

When an employee quits or is discharged for cause, the employee shall forfeit all accumulated seniority. If it is found that an employee has been unjustly discharged, and the employee returns to Authority employment, he/she shall retain their seniority.

Section 14. Layoff or Reduction in Force

A.) Layoff Procedures

Notwithstanding any other provision of this Memorandum, nothing provided herein shall prohibit the Employer from discharging, suspending or transferring an employee upon a determination by the Employer that the needs of the Employer do not require continuance of the employee's position. Ten working days before the effective day of any layoff, the General Manager shall notify the employee and the Association of the intended action and reasons therefore. When the Employer determines that a layoff is warranted, the following procedure will be followed:

- 1.) Before a layoff is implemented, the Employer will evaluate alternatives by which it may attempt to avoid layoffs. The Employer retains full authority to determine what measures are most appropriate under the circumstances.
- 2.) If layoffs are determined to be necessary, employees shall be selected for layoff carefully to ensure fairness. All personnel policies, including the policy prohibiting discrimination, shall be followed. When selecting employees for layoff in a classification, department, work group, or job classification, the Director of Human Resources, in coordination with Department Managers, shall choose employees based on a combination of factors, including (but not limited to) qualifications, productivity and general performance. In cases where all other factors are deemed equal, employees with greater seniority shall be retained.
- 3.) Layoffs shall be administered by department within targeted classification(s) in the following order:
 - a. Temporary employees.
 - b. Probationary employees.
 - c. Part-time employees.
 - d. Regular full-time employees.

B.) No Circumvention of Discipline

Layoff or Reduction in Force will not be utilized to circumvent disciplinary appeals procedures.

Section 15. Leave of Absence

A.) Personal Leave

Upon written agreement between the General Manager and an employee a personal leave of absence, without pay, may be granted but shall not exceed ninety (90) consecutive calendar days. Such personal leave is a privilege, not a right. Whether or not to grant a personal leave and the length of the personal leaves are entirely within the discretion of the General Manager, whose decision is final, and not subject to any right to appeal or grievance. An employee's overall performance, attendance record and length of employment will weigh heavily in the General Manager's decision. Personal leaves of absence do not include leaves under FMLA, CFRA, PDL, Workers' Compensation or any other leave protected under state or federal regulations.

B.) Leave Usage While on Leave

Family care and medical leave under FMLA and CFRA may be paid or unpaid leave. However, if you request leave to care for a family member or baby bonding under FMLA/CFRA and you have earned or unpaid vacation, holiday comp, floating holiday, compensatory time off or any other paid leave except sick leave in excess of the forty-eight (48) hours provided for family sick leave, your paid leave will be substituted for all or part of any otherwise paid leave. In other words, you will be required to exhaust all accrued leaves except sick leave in excess of forty-eight (48) hours. The exhaustion of accrued leave runs concurrently with FMLA/CFRA leave.

If you request leave for your own serious health condition, you will be required to exhaust all accrued leaves, including sick leave, and you may be eligible for State Disability payments. Forms for applying for State Disability benefits are available from the Human Resources Department.

C.) Pregnancy Disability Leave

- 1.) If an employee is approved for State Disability Insurance for Pregnancy Disability Leave, the Authority will provide paid leave during the employee's seven (7) day waiting period up to a maximum of forty (40) hours. To be eligible for this benefit, the employee must apply for and be approved for State Disability Insurance.
- 2.) When FMLA leave runs concurrently with Pregnancy Disability Leave, employees are not required to use accrued vacation time. Additionally, if an employee receives paid disability payments (such as state disability insurance, workers' compensation, or other disability payments) or paid family leave benefits while on FMLA or CFRA leave, the employee is not required to use accrued sick leave benefits or vacation while on leave. Please see Human Resources for further guidance.

D.) Health Insurance

Employees taking an unpaid personal leave shall not be eligible for employer-paid health insurance premiums. The employee must make arrangements prior to the leave of absence to pay his/her medical insurance for the period not covered by the Employer. All health insurance premium payments must be paid to the Finance Department prior to the twentieth day of the month preceding the month of coverage. An employee who fails to make timely payment of such premiums shall be removed from the Authority's health insurance and notified of the right to continued coverage under COBRA provisions.

E.) **Accrual of Benefits While on Leave**

An authorized unpaid personal leave shall not result in the forfeiture of seniority, sick leave or vacation accrued prior to the beginning of the leave of absence. Seniority, sick leave, and vacation shall not accrue during any period of personal leave.

For information regarding leave under the FMLA or CFRA, please see your employee handbook or contact Human Resources.

For information regarding pregnancy leave, please see your employee handbook or contact Human Resources.

Section 16. Military Leave

Employees who are members of the reserve corps of the Armed Forces of the United States or of the National Guard or the Naval Militia are entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or like activity, providing that the period of ordered duty does not exceed 180 calendar days, including time involved in going to and returning from that duty. Temporary military leave of absence does not include weekend military drills unless the employee's regularly scheduled work week would coincide with days missed to participate in weekend military drills.

Employees who are members of these military units are entitled to an active military leave of absence when ordered to active duty for more than 180 calendar days.

Employees on temporary or active military leave of absence as described above, and who have more than one year's service with the Authority, shall receive his or her regular base wages for the first 30 calendar days of any such absence. Pay for such temporary military leave may not exceed 30 days in any one calendar year. The Authority will not deduct the amount of pay provided by the military from the employee's regular base wage payments during this 30-day period of time. If the leave exceeds 30 days, the Authority will pay employees the difference between their regular gross wages (excluding overtime) and the amount of pay provided by the military for 5 additional months for non-voluntary leaves and 2 additional months for voluntary leaves.

During any time that employees are receiving pay from the Authority under any of the provisions outlined in the previous paragraph, health insurance benefits will continue to be provided to the employee and the employee's dependents on the same basis as that which existed immediately prior to the leave.

Employees engaged in military duty will be provided all benefits required by applicable state or federal law.

Section 17. Workers Compensation Leave of Absence

Employees who require a leave of absence due to a work-related injury or illness must inform the immediate supervisor of an injury on the day of occurrence, or as soon as practical, and support such need by providing a written statement from the employee's treating physician before the close of business on the third day of injury or illness. Subsequent notifications should be provided to the employee's immediate supervisor upon request. If a Workers Compensation Leave of Absence also qualifies as FMLA or CFRA leave, the leaves will run concurrently. Prior to returning to work,

employees will be required to provide a doctor's release authorizing a return to work and indicating any applicable restrictions.

Employees who are receiving workers' compensation benefits for time missed from work, but who do not qualify for Family Medical Leave, may elect to utilize accrued sick leave to make up the difference between the benefit and the employee's regular base wage. If accrued sick leave is exhausted employees may utilize accrued vacation benefits for the same purpose if they have completed their probationary period.

If FMLA/CFRA Leave is running concurrently with a Workers Compensation Leave of Absence, please refer to your employee handbook or contact Human Resources.

Section 18. Non-Work-Related Disability Leave of Absence

Employees disabled due to a non-work-related injury or illness who need time off of work must inform the immediate supervisor on the day of the need for time off of work or as soon as practical consistent with the California Paid Sick Leave Law. If the Disability Leave of Absence also qualifies as Family Medical Leave the leaves will run concurrently.

Employees who are receiving State Disability Insurance benefits for time missed from work, but who do not qualify for Family Medical Leave, may elect to utilize accrued sick leave to make up the difference between the benefit and the employee's regular base wage. If accrued sick leave is exhausted employees may utilize accrued vacation benefits for the same purpose if they have completed their probationary period.

If FMLA/CFRA Leave is running concurrently with a Disability Leave of Absence, please refer to your employee handbook or contact Human Resources.

Section 19. Absence and Tardiness

Any time an hourly, non-exempt employee is not at their workstation ready to work at the beginning of the workday, they are considered to be either absent or tardy. If it is necessary for such employee to be absent/tardy from work for any reason, notification should occur as soon as possible, but in no case later than one quarter (1/4) of an hour after the employees scheduled starting time. Employees must personally (usually via telephone or cell phone) report their inability to report for work to their immediate supervisor. The use of the Employer's voicemail or electronic mail systems to communicate is permitted only to leave a message stating whether the employee will be absent or tardy, along with a telephone number at which the employee can be reached for further information. Unless otherwise arranged with their supervisor, an employee's failure to report their inability to report to work to the Employer on a daily basis will be considered an unauthorized absence.

Salaried, exempt employees who will be absent from work for any reason are required to notify their supervisor no later than one quarter (1/4) of an hour after the employee's scheduled starting time. Such employees must utilize the same procedures for reporting their absence as that outlined in the paragraph above.

This section does not apply to employees using accrued Paid Sick Leave in accordance with California law.

Section 20. Unauthorized Absence

When an employee has an unauthorized absence (as outlined above) or if an hourly, non-exempt employee has continuing tardiness, they shall be subject to disciplinary action up to and including dismissal. If an employee fails to notify the Employer of an absence for three (3) or more consecutive days, their position with the Employer shall be determined to be abandoned and termination proceedings may be initiated by the Employer, unless the absence is because the employee is using accrued Paid Sick Leave in accordance with California law.

Article III. Salary Specifics

Section 21. Compensation Factors

A.) Pay Type

Each position shall be classified hourly, non-exempt and compensated on a predetermined hourly rate or salaried, exempt and compensated on a predetermined salaried rate. (For record keeping purposes, the salaried rate will be converted to an hourly rate when computing benefits, accruals, etc.)

B.) Pay Schedule

Each position shall be assigned to a range and step category as follows:

1.) Range. A pay range shall be assigned for each job classification within the Authority.

2.) Step. Each range will have a series of steps to provide for pay increases.

C.) Cost of Living Adjustments

Cost of living adjustments shall modify the Range and Step scale. A cost-of-living adjustment based on the CPI-U (All Urban Consumers) for the Riverside County area for the year ending September 2025 Index, with a minimum of 0% and a maximum of 5%, will be applied to classifications represented by this Memorandum of Understanding beginning the first full pay period of 2026.

Thereafter, beginning the first full pay period after January 1 of each year during the term of this Memorandum of Understanding, classifications represented by this Memorandum of Understanding shall receive a cost-of-living adjustment using the same methodology and criteria as set forth above. Each cost-of-living adjustment shall be for a minimum of 0% and a maximum of 5%.

D.) "Y" Rated

The General Manager is authorized to provide for payment at a "Y" rate to any employee who is reclassified into a position where the appropriate range and step are lower than the employee's existing rate. The General Manager may maintain the employee at the "Y" rate until such time as the General Manager deems the "Y" rate to be no longer justified. As used herein, "Y" rate means a current pay rate higher than the rate justified to the employee's classification.

Section 22. Pay Rate Adjustments

A.) Merit Increases

A merit increase may be given, based on performance, upon the completion of a performance evaluation and at the recommendation of the employee's immediate supervisor or department manager, subject to approval of the General Manager. Performance evaluations may be given at any time and may or may not be accompanied by a salary adjustment. Effective January 1, 2022, merit increases are determined based on performance of job duties within an employee's assigned classification as follows:

- 1) If the overall performance rating is determined to be satisfactory/competent (3.00-3.49), a merit increase of 2.5% will be recommended by the employee's supervisor or department head.
- 2) If the overall performance rating is determined to exceed satisfactory standards (3.50-3.99), a merit increase of 5% will be recommended by the employee's supervisor or department head.
- 3) If the overall performance rating is determined to be exceptional (4.00-4.49), a merit increase of 5%, will be recommended by the employee's supervisor or department head. Additionally, a one-time, lump sum payment of 2.5% of the employee's annual compensation will be paid to the employee.
- 4) If the overall performance rating is determined to be superior/role model (4.50-5.00), a merit increase of 5% will be recommended by the employee's supervisor or department head. Additionally, a one-time, lump sum payment of 3% of the employee's annual compensation will be paid to the employee.

The immediate supervisor or department head will counsel the employee regarding deficiencies in performance. This counseling and coaching is designed to encourage performance which meets satisfactory standards.

Merit increases will not be given to an employee who has attained the highest step within their classification range.

B.) Top Step Incentive

Effective January 1, 2022, for an employee who has attained the highest step within their classification range, if the overall performance rating is determined to exceed standards (or higher), a one-time merit bonus of 2.5% of their current annual salary will be paid to the employee, subject to approval of the General Manager.

C.) Errors and Adjustments

- 1.) Should an employee be underpaid by the employer for any reason, such error shall be corrected immediately following its discovery and paid on the following pay period.
- 2.) Should an employee be overpaid by the employer for any reason, reimbursement to the Employer by the employee for said error shall be made by an agreed upon payroll deduction schedule not to exceed twelve (12) months. If the repayment exceeds 1% of the employee's annual salary, a payment arrangement beyond the twelve (12) months can be arranged, as agreed upon, between the employee and Employer. Should the employee terminate before full reimbursement to the Employer has been made, arrangements shall be made to repay the Employer by deduction from final compensation or by direct payment. All arrangements for reimbursement of an overpayment shall be in writing and acknowledged by the employee by email or in

writing. These procedures shall apply to any other type of pay or benefit error or irregularity.

D.) Paycheck Review

On a biweekly basis, each employee shall review their paycheck and related benefit information to determine if they were paid correctly. If the employee believes an error or irregularity has occurred, the employee must call it to the attention of the Finance Department prior to the end of the next payroll period.

Section 23. Overtime Premiums

A.) Overtime Definitions

All work authorized for hourly, non-exempt employees in excess of forty (40) hours per workweek, as defined in Section 7 shall be overtime work. Approved overtime will be paid as follows:

- 1.) Hours worked in excess of twelve (12) hours in a workday will be paid at two (2) times the employee's regular rate of pay (double time rate).
- 2.) Hours worked in excess of eight (8) hours on the employee's seventh (7th) consecutive workday in a workweek will be paid at two (2) times the employee's regular rate of pay (double time rate).
- 3.) Hours worked in excess of forty (40) hours in a workweek, not including hours paid at the employee's double time rate, will be paid at one and one-half (1 ½) times the employee's regular rate of pay (overtime rate).
- 4.) Holiday Pay and 16/20 Off-Work hours will count as hours worked for the calculation of overtime.

B.) Notification for Overtime

When an employee is required to work past their regular quitting time, they shall be notified at least two (2) hours prior to the end of their regular shift. The above shall not apply if overtime is necessary because of an emergency condition occurring after the period for giving notice or if the need for unplanned overtime arises which, in the opinion of the employee's supervisor, will require resolution prior to the beginning of the next workday. The employee shall not be subject to discipline if under an occasional extenuating circumstance, the employee refuses overtime provided for in this paragraph in non-emergency situations.

C.) Overtime Calculation

Calculations of overtime rates shall not include pyramiding hours.

D.) Compensatory Time Off (CTO)

Compensatory Time Off (CTO) will not be granted for overtime work. All overtime work will be paid at the rate reflected in Section 23 (A).

Section 24. Overtime - Safe Working Environment

To minimize the safety concerns that may result from employees working extended work periods, the following required rest periods are established:

A.) Sixteen/Twenty Hour Rule

Any employee who works 16 hours or more, in the 24-hour period starting with the beginning of the employee's regular work shift shall receive no less than 10 hours of off-work time before reporting back to work. Any employee who works 20 hours or more in the 24-hour period described above shall receive no less than 12 hours of off-work time before reporting back to work. Should said off-work period overlap the employee's normal shift time, the employee will receive administrative pay for those hours during the required off-work period which overlap the employee's normal scheduled shift. If there are less than three hours remaining in the employee's shift, the employee shall return at the next regular shift and will be paid applicable hours of administrative pay for the remainder of the shift not worked. Employees are responsible for personally notifying their supervisor in advance of any time off pursuant to this Section.

In the event the employee is required to work during the time that would have been included in the hours for which the employee was entitled to administrative pay under this rule, the employee shall receive both administrative pay and regular straight time pay for those hours actually worked. Any requirement for the employee to work under the provisions of this paragraph must be approved by the General Manager or the General Manager's designee. The Authority will provide a standard form available to employees regarding the 16/20 rule within 90 days of the signing of the Memorandum of understanding. The Authority will also provide training on the 16/20 rule within 90 days of the signing of the Memorandum of understanding.

B.) Unusual Overtime

Notwithstanding Paragraph A above, any employee who works extensive overtime which does not rise to the level described in Paragraph A, but which results in the inability to obtain sufficient rest to maintain a safe working environment, at the discretion of the General Manager, shall be relieved of duty for the balance of the day's regular shift. The employee will receive administrative pay for the balance of the shift not worked. An appeal form will be provided for both the 16/20 rule and unusual overtime for employees to submit to Human Resources if they feel either of these rules is not being followed.

C.) Emergency Situations

An emergency situation shall cause this policy to be suspended. Emergencies shall be defined by actions of the General Manager, or his designee, based on Authority concerns and/or some aspect of a safety and health related issue(s).

Section 25. Call Back

A.) Call Back Compensation

In the event an hourly, non-exempt employee is called back to work after they have completed their scheduled shift and left the premises, they shall be guaranteed two (2) hours of pay in accordance with the 40-hour rule. Leaving the premises is defined as no longer being physically on Authority premises.

B.) Telephone Coverage Callback

The provisions of this section, regarding payment for hours worked, shall be applicable to hourly, non-exempt employees who serve, on a voluntary basis, for telephone coverage callback, subject to their availability.

C.) Call Back Sheet

Hourly, non-exempt employees called back to work after regularly scheduled work hours must attach the call back sheet to their biweekly time sheet. When call back is worked, time must be clocked in (or recorded if time clock is not available) and the nature of the work must be noted on the time sheet. Supervisor's approval must be obtained/noted on the call-back sheet prior to attachment to the time sheet. Employees must place the hourly totals for call back hours actually worked on the time sheet with the appropriate coding, etc.

Section 26. Standby

A.) Standby Policy

After an employee has been with the Authority for a period of time and becomes acquainted with Authority policy and procedures, the employee may be eligible to work on a stand-by basis. The Manager shall post a standby schedule for employees, which shall ensure the availability of employees at night and on weekends for emergency work and shall rotate employees to be fair to all. An employee so scheduled shall be available by phone, pager or radio (provided by the Employer); shall be available 24 hours each day and must be able to respond within a thirty (30) minute period to the Authority's Corporate Yard during such standby time. Note: An employee on standby duty who violates provisions of this section shall be subject to disciplinary action up to and including dismissal.

Employees scheduled for standby duty may trade assigned standby schedules with other employees if the following requirements have been met.

- (1) Managers must agree that the employee accepting standby duty meets all Authority requirements.
- (2) Requests must be made and approved of by management in advance to ensure accuracy of standby information on file for each shift.

Permission to trade standby duty assignments shall not be unreasonably denied. However, if qualified individuals are not available for shift trade the assigned employee will be compelled to work his/her assigned schedule.

B.) Standby Compensation

Hourly, non-exempt employees placed on weekly standby duty shall receive a "fee" equal to two (2) hours of straight time pay for each day of standby served. Exceptions will be standby duty which occurs on the employee's regularly scheduled flex day, an Authority holiday as described in Section 32 (A), or the weekend. For continuous shift operations as described in Section 7 (C), the regularly scheduled days off will be defined as weekends. For these days the standby "fee" will equal 3.5 hours of straight time pay for each day. This standby fee will be recorded on a daily basis. Employees who exchange with another employee their standby duty will receive the standby "fee" for only those days that they were available for standby duty as recorded on the employee's time sheet). Standby fees shall not be considered hours worked for overtime or double time pay calculations or considerations.

C.) Standby Callout

If called out to perform work while on standby duty, the hourly, non-exempt employee will be guaranteed a minimum of two and one-half (2 ½) hours of pay at one and one-half (1 ½) times their hourly rate. Once a standby call out has been initiated, each subsequent call within the time period

of the initial two and one-half hours will be considered as one call out (i.e., if first call is at 1 a.m., second call is at 2:45 a.m. and third call is at 3:25 a.m., since they are all within the initial call outs 2 ½ hour time period they would be considered one call and the employee would receive one two and one-half hour minimum). Once a standby call out has been initiated, the employee shall be compensated from portal to portal (meaning from the time the employee leaves his/her location to the time said employee arrives at the work location and vice-versa) to maximum of one-half (½) hour each way.

D.) Resolution of Standby Call by Telephone

Should an hourly, non-exempt standby person receive a call that can be resolved over the telephone, a minimum of one-half hour, at 1 1/2 times their hourly rate, shall be reflected on the employee's time sheet. Any such telephone call that is taken between 10:00 p.m. and 5:30 a.m. shall be recorded at a minimum of one hour at 1 1/2 times their hourly rate. It is the responsibility of the employee to correctly record "telephone hours" on their time sheet. Such calls must be related to a service requirement and the employee must give advice and/or suggest a solution that mitigates the problem or eliminates the need for an on-site visit.

E.) Standby Sheet

Hourly, non-exempt employees scheduled for and serving standby duty must indicate such time on their daily time sheet. When standby duty is served and/or standby hours are worked, time must be clocked in (or recorded if time clock is not available) and the nature of the work must be noted on the sheet. Supervisor's approval must be obtained/noted on the time sheet. Employees must place the hourly totals for standby hours actually worked on their daily time sheet with the appropriate coding.

Section 27. Bonus Programs

A.) Employee Certification Bonus

A one-time payment of \$300.00 will be authorized for successful completion of each certification that is optional or above the employees' minimum requirement as contained in the employee's job description in effect as of January 1, 2023. Employees must pass their probationary period and must obtain certificate while employed with WESA to be eligible for bonus. Certificates eligible for bonus must be included in the Certification Recognition Program and are subject to approval of the General Manager. Only one (1) bonus will be given per employee per certification level. For example, should an employee earn more than one related certification, such as CPA, CPFO and/or CCMT, they would only receive the \$300 bonus one time, not for each certification earned. Certifications must be above and beyond job requirements and must be job specific.

B.) College Education Bonus

Effective January 1, 2015, unit employees who obtain college degrees above minimum requirements shall receive the following one-time education bonus:

High School required and AA/AS achieved -- \$1500.00

AA/AS required and BA/BS achieved --\$3,000.00

BA/BS required and Master achieved --\$4,500.00

Only one bonus will be given per employee, per education level. For example, should an employee earn more than one AA/AS degree, they will only receive the \$1,500 bonus one time, not for each

degree earned. Degrees above and beyond requirements must be job specific. Employees must pass probation and must obtain the degree while employed with WESA to be eligible for the bonus.

Section 28. Time Sheet Procedures

A.) Time Entry

Time sheets are available for each employee on the Authority's computerized data base for use in entering hours worked on a daily basis. For salaried, exempt employees these records are maintained for the purpose of determining labor standing or work order allocations.

B.) Daily Processing

At the end of each day, the employee will ensure that the labor standing or work order number for time worked is entered in the Authority's computerized time sheet program. Codings are the responsibility of the employee. Any questions need to be addressed to the immediate supervisor on a daily basis. Time sheets will indicate actual time worked.

C.) Time Sheet Responsibility

All employees are responsible for submitting a time sheet on a daily or biweekly basis, as appropriate to the department and position, to their supervisor. Failure to do so may result in disciplinary action.

D.) Time Sheet Completion

It is the employee's responsibility to review the time sheet for accuracy of coding. Regular hours for exempt employees should total eighty (80). Any time sheet for less than eighty (80) hours must be accompanied by an explanation signed by the supervisor. .

E.) Time Sheet Submittal Process

Employees shall submit their time sheet electronically to their supervisor who, will signify approval of the following by electronically approving the time sheet:

- 1.) Labor standing or work order coding accuracy
- 2.) Hours to be paid
- 3.) Overtime or premium pay hours for hourly, non-exempt employees
- 4.) Special pay circumstances (i.e., paid lunch periods) for hourly, non-exempt employees

E.) Time Sheet Corrections

Errors discovered on time sheets will be corrected by the Human Resources Department in accordance with Authority policy and a copy of the corrected time record will be available to the employee on their electronic timecard.

Section 29. Pay Calculations

The Employer shall calculate each employee's paycheck as follows:

A.) Gross Wages

Gross wages for hourly, non-exempt employees shall be computed by extending the hours worked by the applicable pay factors for a sum of total gross wages. Gross wages for salaried, exempt employees shall include regular salary, subject to deductions for days not worked and benefits utilized. This shall include regular hours, hours charged to sick leave and vacation accruals,

workers compensation hours (the initial 3 calendar days) and any special earnings (or benefits as required). NOTE: Upon prior notification to the affected employee, the Employer will add the value of any benefits received by employees as required by federal and state laws, to include housing, excess life insurance, vehicle benefits, etc.

B.) Withholdings & Deductions

The Employer shall deduct from gross wages the following:

- 1.) Tax Withholdings. The Employer shall withhold all applicable taxes in accordance with federal and state laws, such as federal withholding, FICA & Medicare withholding, state withholding and SDI withholding. Each February employees will provide a new W-4 form to instruct the Employer as to their exemption and withholding status. (In the absence of a new W-4, the Employer will continue with the status filed previously). A new W-4 should also be requested and completed by any employee who experiences a change in circumstances which would impact the Employer's withholding of federal or state taxes from the employee's wages.
- 2.) Deductions
 - a. Garnishments. The Employer shall deduct garnishments in accordance with court orders and/or federal and state laws and with any other written arrangements made with the Employer. Employee shall be notified of any garnishment requirements prior to pay day. Employees shall contact the Director of Human Resources if any questions arise. Employees may need to provide additional information as required by law in order to make the required calculations.
 - b. Voluntary Deductions. Upon written authorization from the employee, the Employer shall deduct voluntary deductions from an employee's gross wages. Changes made pursuant to this section shall be submitted to the Director of Human Resources for processing no later than the Wednesday before each pay day.
 - c. Deduction Offsets. Upon prior notification to the affected employee, the Employer shall deduct the portion of gross wages relating to any benefits added for tax required valuations.

NOTE: The valuation added to gross wages is not cash compensation, it is required by law to properly report total wages.

Article IV. Benefits and Accruals

Section 30. Holidays

A.) Recognized Holidays

For the purpose of this Memorandum, the following shall be considered as paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas (in Lieu of Martin Luther King Day)
New Year's Eve

B.) Floating Holiday

Following twelve months of employment, two Floating Holidays will be provided during each twelve (12) months of full-time employment. The date must be requested at least two (2) weeks in advance and must be taken in a full day increment. Approval of the date requested will not be unreasonably withheld. The floating holiday cannot be used in such a way that it would create a premium pay situation for hourly, non-exempt employees. If the Floating Holidays are not taken within twelve (12) months, they will be paid out to the employee at the current pay rate.

C.) Holiday Designation

At such time as Federal Law designates the previously specified holidays to be celebrated, the same shall apply to this Memorandum. In the event that any of such holidays falls on Saturday, the previous Friday shall be observed as the scheduled holiday for the employees. When an approved holiday falls on a Sunday, the following Monday shall be observed as the scheduled holiday.

D.) Holidays On Employees Flex Day

When a recognized holiday falls on an employee's scheduled flex day, the employee will be credited with nine (9) hours of compensatory time to their Compensatory Time Off (CTO) account. In no event may an employee accrue more than eighty (80) hours of CTO. Employees will cease to accrue CTO when accrual limit is reached. Employees who have reached the CTO accrual limit will not be unreasonably denied use of accrued CTO time. For salaried, exempt employees, this provision may be waived at the General Managers discretion in the event extenuating circumstances exist. A record of all CTO leave accrued and used shall be kept by the Employer and made available to the employee. Upon termination of employment all accrued but unused CTO will be paid to the employee at the employee's then current hourly rate of pay.

NOTE: There will not be an option for working a holiday and trading for a subsequent day off as compensation. A change of a flex day will be permitted within a pay period for scheduling needs of individual departments upon supervisor approval.

E.) Holiday Call Back Compensation

In the event an hourly, non-exempt employee is scheduled for work on an Authority recognized holiday as set forth in this Section, they shall be compensated at time and one-half for all hours actually worked in addition to receiving their regular holiday pay (at straight time).

Section 31. Vacation

A.) Definition

Vacation with pay is a benefit earned by employees and is made available by the Employer for the recreation, health and wellbeing of the employees.

B.) Eligibility

Employees shall be eligible to use accrued vacation time with department director approval after six (6) months of employment.

C.) Vacation Accrual

Vacation will accrue, based on months of active service, on a biweekly basis as follows:

Months of Active Service	Accrual Rate Per Pay Period
1 st through 12 th month:	3.08 hours
13 th through 24 th month:	3.38 hours
25 th through 48 th month:	4.62 hours
49 th through 108 th month:	6.16 hours
109 th through 144 th month:	6.47 hours
145 th through 228 th month:	6.77 hours
229 th + months of service:	7.00 hours

A record of all such leave accrued and used shall be kept by the Employer and made available to the employee.

D.) Accrual Carryover

Employees may carry vacation accruals over from one year to the next; however, in no event may an employee accumulate more than twice their current annual vacation accrual. Employees will cease to accrue vacation when their accrual limit is reached until vacation is taken to reduce it to below the ceiling. Employees who have reached their accrual limit will not be unreasonably denied use of accrued vacation time.

E.) Vacation Pay

An employee's vacation pay shall be computed at their straight hourly rate in effect at the time vacation is taken.

F.) Vacation Request

Employees must provide a minimum of two (2) weeks' notice when requesting use of accrued vacation. Exceptions may only be granted in the event of unforeseen circumstances and must be approved by the appropriate Department Head.

Insofar as practicable and consistent with the Employer's scheduling requirements, vacation shall be granted at times most desired by employees. Among employees in the same classification, if there is a conflict over requested vacation time off, scheduling opportunities shall be rotated. Supervisors shall respond to an employee's vacation request within one (1) week of receipt of a written request. If desired time off cannot be approved for the employee, the supervisor will indicate the reason for denial and a more appropriate time. Vacation requests shall not be unreasonably denied.

G.) Pay at Termination

Upon termination of employment accrued but unused vacation pay will be paid to the employee at the employee's then current hourly rate of pay.

Section 32. Sick Leave

A.) Definition

California Paid Sick Leave may be taken for below prescribed purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
- To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking.

A "family member" for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild, and sibling, or a designated person identified by the employee at the time the employee requests paid sick leave. (Authority reserves the right to limit an employee to one designated person per 12-month period for paid sick leave). Additionally, California Paid Sick Leave may be used for an employee who is a victim of domestic violence, sexual assault or stalking.

The Authority will administer its sick leave policy in conformance with Labor Code sections 233 and 234.

B.) Accrual

Employees shall accrue 3.70 hours per biweekly pay period at the employees' straight hourly rate. A record of all such leave accrued and used shall be kept by the Employer and made available to the employee.

C.) Notice

To the extent possible, employees must provide reasonable advance notice of their need for Sick Leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

D.) Benefits Continuation

Sick Leave under this policy will not constitute a break in the employee's continuous service for the purpose of Authority's benefits and seniority.

E.) Relationship with Other Leave Policies

If a law, regulation, or policy provides for greater accrual or use of sick days, the law, regulation, or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws or regulations and your entitlement to leave, please contact the Director of Human Resources.

F.) Job Restoration

Upon expiration of Sick Leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

G.) Retaliation and Discrimination Prohibited

The Authority strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using Sick Leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources immediately.

H.) Performance Evaluations

The use of Sick Leave which is provided by law will not impact performance evaluations. Thereafter, reasonable use of Sick Leave will not impact performance evaluations. However, overall attendance will be considered in conjunction with all other aspects of an employee's performance and ability to succeed in the position.

I.) Disability Benefit Coordination

Accrued sick leave may be coordinated with State Disability Insurance benefits or Workers Compensation Temporary Disability benefits when an employee becomes eligible for either benefit. Upon request from the employee, the Employer shall pay from the employee's sick leave accrual, the difference between the benefit and the amount the employee's gross wages would have been for his/her regularly scheduled work week. Such payments may be continued by the Employer until all sick leave accumulated and due the employee has been paid to the employee. To receive this benefit, the employee, or a pre-determined designee, must make arrangements with the Human Resources Department.

J.) Catastrophic Leave Donation

Upon verification of information from a medical authority that an employee has been stricken by a catastrophic, life threatening illness or injury, and upon verification that the employee is in danger of having his/her accumulated paid leave time depleted, the General Manager may determine that an employee is eligible to receive donations of accumulated sick, vacation, and compensatory time hours from fellow employees. The General Manager will consider the employees' service record prior to making a determination.

Upon determination that an employee is eligible, a notice shall be distributed to all employees advising that accumulated sick, vacation leave, or compensatory time hours may be donated to the eligible employee.

The minimum number of hours that may be donated by an employee is one (1). The maximum donation by an employee is eighty (80) hours. Only full-hour increments of leave time are transferable. Donation of time is limited to accrued sick, vacation, or compensatory time, and does not include holidays or any other accumulated leave.

The employee to whom the sick/vacation/compensatory time is donated will be credited at the salary rate of the recipient, not the donor. Donated hours shall be converted to the dollar rate of the donor then transferred to hours at the recipient's rate.

The donation of leave hours is irreversible. Should the person receiving the donation not use all donated leave for the catastrophic illness/injury, any balance will remain with that person or will be converted to cash upon that person's separation.

An employee may not donate leave hours which would reduce his/her total accrued leave balance (of sick, vacation, compensatory time, or administrative leave) to less than one hundred sixty (160) hours.

K.) Pay at Termination

- 1.) Upon termination of employment, accrued unused sick leave will be paid to employees at the employee's then current hourly rate of pay.
- 2.) Employees who retire from the Authority will be provided with the option of utilizing the current cash value of accrued, unused sick leave to purchase continuing medical insurance for themselves and their dependents.
- 3.) If an employee is involuntarily released from active employment status either during probation or in a permanent position, the District will provide a two (2) week lump sum pay in addition to the final payment which includes accruals and time worked as of the separation date. This benefit does not apply if the employee is released due to theft, sexual or other forms of harassment, acts which if proved, constitute as a felony, misdemeanor, or other violation of law established by proper investigation, possession or use of dangerous weapons, including but not limited to firearms or knives, on Authority property or on duty, or any act of violence on or off duty.

L.) Pay at Termination – Advance Retirement Notice Bonus

To encourage appropriate succession planning and reward advance notice of an employee's intent to retire, the District will pay the following to employees who have at least five (5) years of full-time services with the Authority and provide such advance notice of the intent to retire date in writing. The lump sum pay shall be paid with the employee's final payout.

- o Sixty (60) calendar days notice: two (2) weeks lump sum pay at current regular pay rate
- o Ninety (90) calendar days notice: three (3) weeks lump sum pay at current regular pay rate

An employee who provides a notice of intent to retire may rescind the notice within 28 days of submittal. After that point, Authority begins to expend considerable time and monetary resources to prepare for the employee's retirement. Once the 28 day time period has passed, a notice of intent to retire will be deemed accepted and the employee's retirement separation will be processed on the date indicated in the notice. If an employee timely rescinds their notice of intent to retire, they will be ineligible for a Retirement Notice Bonus at any time in the future.

Section 33. Accrual Usage Documentation

A.) Scheduled Absence Requests

The following procedure will apply when requesting vacation, compensatory time off (CTO), administrative leave, and floating holidays:

- 1.) Employee shall request time off in GHR. The employee shall indicate the dates and number of hours requested for the absence. After determining if the time requested is available, the employee's supervisor shall indicate their approval by approving the request in GHR.
- 2.) Absences requested using accrued benefits shall not be approved if in excess of available hours. However, if done so in error, employee shall not be compensated for usage exceeding accrued hours available.

When requesting sick leave, the employee shall request the time off in GHR, including the date(s) and number of hours requested for the absence, and if the employee has available sick hours, the

system will automatically approve the request and notify the employee and their supervisor of the approved sick leave request.

B.) Flex Day Trading

As provided for by law, employees may, with supervisor approval, trade flex days. This voluntary trade would require a written request. Upon approval, employees would fill out their time sheet indicating as if they worked their scheduled flex day.

C.) Make-Up Provision

Upon the supervisor's approval, employees may voluntarily rearrange their work hours to make up for time taken for sick leave provided hourly, non-exempt employees do not exceed their regularly scheduled hours in any one work week. This voluntary make up requires written request from the employee to the supervisor. Upon approval, employees would fill out their time sheet indicating actual hours worked. Note: This Section is not intended for making up a full day's usage of sick leave.

Section 34. Sell Back Provisions

A.) Sick Leave Sell Back

The Employer shall maintain accrual records for each employee which shall track accruals and usages. When an employee's total sick leave accrual exceeds two hundred forty (240) hours but is less than three hundred sixty (360) hours, the employee may sellback the hours in excess of two hundred forty (240) at fifty percent (50%) of their current hourly rate. Each hour paid pursuant to this section shall be deemed two (2) hours taken and their accrual shall be reduced accordingly. Accrued sick leave hours in excess of three hundred sixty (360) may be sold back at one hundred percent (100%) of the employee's current hourly rate. These payments will be made upon written request from the employee. In no event shall an employee reduce their sick leave accrual, by sell back, to below forty (40) hours.

B.) Vacation Sell Back

With the approval of the General Manager or his designee, employees may sell back a portion of their accumulated vacation time at their straight hourly rate of pay at the time of the request. In no event shall an employee reduce their vacation accrual, by sell back, to below forty (40) hours. In order to be eligible to sell back vacation time the employee must have utilized a minimum of forty (40) hours of paid time off, other than sick leave or holidays, during the twelve (12) months preceding the request. CTO time used is considered paid time off for purposes of this provision.

C.) Payment for Sell Back Compensation

Payment for accrued benefits shall be made on the same basis as payment for work week wages (i.e., pay day). A separate check will be processed for all sell back compensation requests submitted through GHR. Sell Back requests must be submitted to Human Resources no later than the Wednesday prior to payday for approval.

D.) Accrued Benefit Option

In the event that an employee is subject to an Authority organizational change resulting in a salary rate reduction, one of the following options may be elected by the employee:

- 1.) The employee may voluntarily terminate employment with the Authority and receive any applicable accrued benefits at the pre-change rate, or;

- 2.) The employee may request a check for the difference in value of their accrued vacation benefit, based on old versus new rate (new rate minus old rate times accrued vacation hours).

In the event that an employee is subject to a demotion (disciplinary action) the employee may elect the following option:

- 1.) The employee may voluntarily terminate employment with the Authority and receive any applicable accrued benefits at the pre-change rate.

Section 35. Bereavement Leave

In case of death in the immediate family of the employee or the employee's spouse (spouse, registered domestic partner, child, (including foster, step children, and children of a registered domestic partner), parent (including a legal guardian, step parent, parent-in-law, and parent of a registered domestic partner), siblings (including siblings-in-law and siblings of a registered domestic partner), grandparent, grandparent-in-law, grandchild an employee shall be granted a leave of absence with pay not to exceed five (5) days. At the request of the General Manager, verification of death (i.e., copy of death certificate, newspaper clipping, funeral notice) shall be provided upon employee's return to work. This leave must be taken within three (3) months of death. This leave is a benefit in addition to sick leave, vacation, or any other paid time off.

The General Manager may grant, at his discretion, bereavement leave to an employee in the event of death outside the immediate family where, in his opinion, circumstances warrant such leave. This leave is not to be charged against accrued sick leave or vacation time.

Section 36. Administrative Leave

Upon coordination with the General Manager, salaried exempt employees will receive an allotment of paid administrative leave each fiscal year. Executives will be provided sixty (60) hours of paid administrative leave per fiscal year. Managers, Superintendents, exempt Supervisors, exempt Professional staff, and exempt Engineering staff will be provided forty-four (44) hours of administrative leave per fiscal year. Such days may be taken consecutively or individually. The maximum administrative leave shall be sixty (60) hours. Administrative leave shall not be eligible for sell back or converted to other forms of leave accrual. An exchange for a cash equivalent will not be made on any balance of hours remaining at the end of each fiscal year. Employees must pass probation in order to be eligible to receive administrative leave. Upon appointment to an exempt position from a non-exempt position after the start of the fiscal calendar year, the leave accrual will be pro-rated. No employee will have more than the annual allotments provided. If administrative leave is not utilized in the fiscal year provided, the leave balance will be forfeited.

Section 37. Jury Duty

A.) Eligibility

To be eligible to receive jury pay, an employee must notify his or her supervisor no later than 48 hours after receipt of notice to report for such jury duty. At that time, the employee will present the Department Head with the original summons for review. A photocopy of the summons will be forwarded to the Human Resources Department.

B.) Jury Duty Pay

When an employee is required to be absent from work on their regularly scheduled workday in order to serve as a juror, he or she shall be paid for those hours for which they are absent from work at their regular base hourly rate, on the regular pay day. Such payment shall not exceed the employee's regularly scheduled work hours for that day and shall be limited to 20 workdays in a calendar year.

Upon completion of jury duty, the employee will provide the Human Resources Department with a copy of the voucher and check from the court, showing the dates of jury duty service and the amount of fees paid by the court. Employees may retain jury duty fees.

C.) Report for Work

When an employee is dismissed from jury duty at Southwest Justice Center District by 12:00 noon, they shall report to work for completion of their regular shift. When an employee is dismissed from jury duty outside the Southwest Justice Center District by 11:00 a.m., they shall report to work for completion of their regular shift.

Section 38. Savings Clause

Upon completion of sixty (60) months of active service, hourly, non-exempt employees shall be credited with one hundred sixty (160) hours of savings clause. Employees shall not be eligible for this savings clause if they are terminated or quit the employment of the Employer before completion of sixty (60) months of active service. Beginning with the sixty-third (63rd) month of active service, employees shall be credited with an additional forty (40) hours. The employee shall receive forty (40) hours of additional savings clause accrual for each twelve (12) months of active service thereafter, to a maximum total of eight hundred (800) hours. This savings clause shall be paid at the rate of pay the employee was earning on their last day of employment with the Employer.

Upon Completion of:		Savings Clause Entitlement:
0 - 59	months of active service	0 hours
60 - 62	months of active service	160 hours
63 - 74	months of active service	200 hours
75 - 86	months of active service	240 hours
87 - 98	months of active service	280 hours
99 - 110	months of active service	320 hours
111 - 122	months of active service	360 hours
123 - 134	months of active service	400 hours
135 - 146	months of active service	440 hours
147 - 158	months of active service	480 hours
159 - 170	months of active service	520 hours
171 - 182	months of active service	560 hours
183 - 194	months of active service	600 hours
195 - 206	months of active service	640 hours
207 - 218	months of active service	680 hours
219 - 230	months of active service	720 hours
231 - 242	months of active service	760 hours
243 plus	months of active service	800 hours

Employees shall be paid in full at the time of their retirement or termination of employment at the employee's straight hourly rate. **NOTE:** All unpaid leaves of absence will be deducted from the total length of employment when computing months of active service.

Salaried, exempt employees shall be credited with one hundred twenty (120) hours of savings clause upon completion of forty-eight (48) months of active service. Upon completion of sixty (60) months of active service they shall be credited with an additional forty (40) hours of savings clause credit. Subsequently, the savings clause credited to salaried, exempt employees will be identical to the schedule outlined above.

Employees eligible for savings clause may elect to take a one-time payout of their entitlement prior to retirement or termination. This withdrawal would be a complete withdrawal, taken at the entitlement and pay rate the employee was earning as of the date of the request. Employees who elect to withdraw their savings clause prior to separation from employment will forfeit their ability to continue to earn any additional savings clause at retirement or termination of employment.

Employees hired after January 1, 2013, will not be entitled to the savings clause benefit.

Section 39. Public Employees Retirement System Retirement Plan

The Employer participates in the Public Employees Retirement System (P.E.R.S.) retirement plan and shall make benefits available to employees there under in accordance with the plan provisions.

The Employer's plan provides the P.E.R.S. "2.7% at 55" benefit for all "classic" members. The plan provides for interest earnings on employee contributions in the employee's name, in accordance with the Government Code and will provide full formula based on the employee's highest one-year of compensation.

For those employees who are considered "PEPRA" members by CalPERS according to the provisions of the Public Employees' Pension Reform Act of 2013, the plan provides the P.E.R.S. "2% at 62" benefit. The plan will provide full formula based on an average of the employees highest three years of compensation.

Contribution amounts for both Classic and PEPRA members are determined by CalPERS. For additional information, contact Human Resources.

Section 40. Insurance

A.) Workers Compensation Insurance

The Employer provides workers compensation insurance for all employees of the Authority. This benefit provides payment in accordance with State of California Workers Compensation regulatory requirements, including medical bills relating to illness and/or injury arising out of or in the course of employment, and a portion of lost wages resulting from these injuries. This benefit is provided at no cost to the employee. Employees are required to report any injury suffered in the course of their employment to their supervisor immediately.

B.) Health Insurance

The Employer hereby agrees to pay the monthly premium for each employee covered by this Memorandum at the following rates:

For calendar year 2026 and the duration of this Memorandum, 95/5 plan employee shared cost per month is in effect for employees hired prior to December 31, 2012.

Employees hired after January 1, 2013, will have a cost sharing formula of 90/10 for all health insurance premiums.

The Employer hereby agrees to pay proportionally as described herein, the monthly premium for each employee covered by this Memorandum for the following insurance coverages, with a carrier selected by the Authority and upon such terms as the Authority and the carrier may agree on from time to time with notification to the employee: Medical (to include prescription plan), Dental, Vision, and Long-Term Disability. Life Insurance at two (2) times the employee's annual salary, with a declining scale after employees reach age 65, shall be provided to each employee and paid for by the Employer. Dependents qualified for coverage under the terms of the plan will be eligible for the following insurance: Health (to include prescription plan), Dental and Vision insurance. The monthly premium for each eligible dependent shall be proportionally as described herein, paid for by the Employer.

Employees who are enrolled under another group health plan may, upon providing proof of coverage acceptable to the Authority, choose to accept a monthly payment of \$400.00 in lieu of medical insurance. Cost of living adjustments shall modify the monthly waive payment. A cost-of-living adjustment based on the CPI-U (All Urban Consumers) for the Riverside County area for the year ending September 2026 Index will be applied to the monthly payment for the first full pay period after January 1. Employees who become ineligible under other group health plan coverage, due to no fault of their own, would be eligible for reinstatement under the Authority's plan, provided the Authority is notified within thirty (30) days of the loss of coverage.

Any supplemental insurance programs made available to employees at employee's own cost will not, at any time, be paid for by Employer. Employer will provide payroll deduction service to facilitate payment of premium upon written authorization from the employee.

If during the term of this contract the Authority decides to consider other insurance providers, they will meet and confer before changes are implemented.

C.) Retiree Health Savings Plan

Employees will have the same access to the Medical Insurance coverage through COBRA as is currently available through the ACWA/JPIA medical insurance plan at retirement.

Association employees will have access to Retiree Health. Employees will reimburse all premiums in advance.

The Authority will provide the following contributions for Association members into the Retiree Health Savings Plan:

	Employee	Authority
Hire:	\$1,750/yr	\$1,400.00/yr
5 th anniversary	\$1,750/yr	\$1,525.00/yr
10 th anniversary	\$1,750/yr	\$1,650.00/yr
15 th anniversary	\$1,750/yr	\$1,750.00/yr

D.) Retiree Health Provision

Effective January 1, 2018, eligible employees enrolled in the Cigna HMO and/or Ameritas Dental insurance plans shall be entitled to continue their benefits after retirement and until eligible for Medicare benefits, if the following eligibility requirements are met:

- Employees who retire from the Authority with a minimum of five (5) years of continuous service and are at least fifty-five (55) years of age at the time of retirement are eligible to enroll in either retiree plan.
- Employees who retire from the Authority with a minimum of twenty (20) years of continuous service and are at least fifty (50) years of age at the time of retirement are eligible to enroll in either retiree plan.

Retirees may enroll in the Cigna HMO health plan and/or the Ameritas dental plan and shall be responsible for one hundred percent (100%) of the premium of such plans. The retiree's eligible family members may be included at the option and expense of the individual retiree.

The employee must make the election to continue health benefits upon retirement (employees who do not elect continuation coverage with the Authority within this designated timeframe will be deemed to have waived this benefit).

Upon a retired employee's death, qualified covered family members will be provided with the option to continue coverage as required by COBRA or Cal-COBRA.

Article V. General Provisions

Section 41. Educational Assistance/Reimbursement

A.) Definition

Educational reimbursement is to be used to continue an employee's formal education or take college courses, which will better enable them to perform their present duties and/or prepare for advancement as set forth in E (2) below.

B.) Approvals

Upon prior approval of the General Manager (each course must be approved prior to the start date of the course), the costs associated with tuition, and books directly related to the educational project shall be reimbursed to the employee.

C.) Employment Agreement

As a condition of accepting educational reimbursement, employees who receive tuition reimbursement from the Authority will be required to continue employment with the Authority for one (1) year after completion of any reimbursed course. Employees who do not meet this requirement will be required to reimburse the Authority for any financial assistance received during the year preceding their separation and will agree to this requirement prior to being accepted into the Tuition Reimbursement Program. An agreement must be executed prior to the start of any class, etc. No refund will be made from the Authority if reimbursement has been made from any other source.

On an annual basis, employees with less than \$500 of educational reimbursement will not be required to fulfill the "Employment Agreement" clause of this section. Employees whose educational reimbursement is \$501 to \$7,000 annually must comply with the "Employment Agreement" clause. Additional amounts not reimbursed in the current year can be submitted in the immediate subsequent year only, not to exceed \$7,000. These subsequent year requests and new educational reimbursement requests are limited in total to the subsequent year's budget limit.

D.) Annual Limits

The maximum annual educational reimbursement per employee is \$7,000. Employees will be responsible for paying taxes on any amount exceeding the IRS tax-exempt limit, which is currently \$5,250. The total educational reimbursement, as stated in the Board approved budget, shall be allocated on a first approved basis, with no second course requests submitted for General Manager approval more than thirty (30) days prior to the commencement of any subsequent course.

E.) Qualifications & Reimbursement Schedule

All regular employees, who maintain a grade point average (GPA) of 3.0 or above and have completed six (6) months of satisfactory employment are eligible for reimbursement under this program (probationary employees may enroll in and receive reimbursement for courses whose end date is after the employee's completion of his/her probationary period if all requirements within this section are met). Employees must take courses during non-work hours (employees shall not be compensated for voluntary attendance for a program of instruction outside of working hours; these hours are not regarded as hours worked and therefore no compensation will be paid for such hours).

The following off duty education qualifies for financial assistance:

- 1.) Reimbursement will be made on Degree programs (Associates, Bachelors, Masters, others as approved). Employees must achieve a grade point average (GPA) of 3.0 or better or "Pass" if "Pass/Fail" criteria are used.
- 2.) Reimbursement at 100% will be made, upon successful completion of the course, for the following:
 - a. Specific courses of study taken for credit or degrees related to the water and wastewater functions.
 - b. Specific courses taken for credit or degrees relating to support functions of the Authority (i.e., management, accounting, secretarial, welding, chemistry, etc.)
 - c. Specific courses resulting in certificates or licenses.
 - d. Self-study or correspondence courses from reputable institutions, as determined at the sole discretion of the General Manager, with final exam and certificate that relates to Authority functions.
 - e. Other programs deemed appropriate for Authority personnel.

F.) Deadline for Reimbursement of Educational Expenses

In consideration of the Authority reimbursing employees for tuition, books, and mileage, the employee seeking reimbursement agrees to submit a reimbursement request within eight (8) weeks after the course's completion (see Section 42 (C) for subsequent year reimbursement specifics.) Mileage will not be reimbursed for travel to/from school as part of the educational assistance/reimbursement program. Employees shall not be eligible for reimbursement if they do not satisfactorily complete the course or fail to seek reimbursement within eight weeks after the course's completion.

Section 42. Mileage Reimbursement

When an employee is required to use their own vehicle for transportation while conducting Authority business, the employee shall be reimbursed at the rate in effect according to IRS regulations for each mile traveled. Authority insurance regulations mandate that the employee's insurance is primary and the Authority's insurance secondary when employees are using their own vehicle. To the extent required by Labor Code Section 2802, the Authority shall indemnify employees for personal losses, including insurance deductibles, incurred a result of the employee's use of a personal vehicle in the course and scope of employment.

Section 43. Uniforms

A.) Uniform Maintenance

Employees required to wear a specified type of uniform by the Authority will have the following options to choose from. Choice will be in effect for the entire term of the contract and cannot be changed.

- 1.) Authority provided uniforms, consisting of (13) white button-down shirts and (13) pairs of uniform pants. Laundering and maintenance of these uniforms will be provided, at no cost to the employee.
- 2.) Authority will purchase (5) gray polos/oxfords for year one (1), or upon hire, and (3) gray polos/oxfords in subsequent years. A \$200 stipend towards pants will be paid to these employees, each year, during the first full pay period of January. The shirts and pants will be owned and laundered by the employee. The Authority will replace one (1) damaged shirt, per year, upon return of the damaged shirt.

B.) Employee Attire

Employees shall wear attire appropriate to the performance of their job duties, as directed by the employee's immediate supervisor. Employees required to wear uniforms will be advised by their supervisor.

C.) Footwear

Employees who are required to wear safety footwear as a part of their Authority uniform, shall receive up to \$300.00 of reimbursement per calendar year towards the purchase of such footwear, up to two (2) pairs per year. Reimbursement will be provided to employees who submit, to the Finance Department, a valid receipt. Reimbursement will be made on a separate check, which will be provided to the employee within five (5) workdays from the date Accounts Payable receives the signed and approved check request. Employee's supervisor will verify by signing the footwear receipt prior to reimbursement, that the footwear meets the following specifications. Protective footwear for employees shall meet the requirements and specifications in American Society for

Testing Materials (ASTM) F 2412-11, Standard Test Methods for Foot Protection, and ASTM F 2413-11, Standard Specification for Performance Requirements for Foot Protection, which are hereby incorporated by reference. If an employee's footwear becomes unsafe, due to wear or damage, repair, or replacement of such footwear, meeting the specifications as indicated above, is the responsibility of the employee. Employees not in complete uniform (shirt, pants and footwear) during working hours or while on Authority business may be sent home for the duration of the work shift, without pay. Employees required to wear uniforms shall be allowed to wear appropriate street clothes for on-site safety and training related meetings.

D.) Work Jacket

Work jackets imprinted with the Authority's logo will be supplied to all eligible classifications within this unit. Eligible classifications are those which require the wearing of an Authority uniform. The laundering of such jackets is the responsibility of each employee. The Authority will provide up to (2) jackets, one safety jacket and one regular jacket, on an as needed basis, annually.

E.) Liability

Employees are liable for any loss or damage caused by negligence, misuse, or personal (i.e., unrelated to Authority business) use of uniforms, jackets and/or footwear. Such amounts will be deducted from their paycheck, pursuant to a written agreement. Off duty wearing of the Authority provided uniform, jacket and/or footwear are prohibited other than during travel directly to and from work. Failure to comply with this section may result in disciplinary action up to and including dismissal.

Section 44. Safety Equipment

The Employer will provide, at its expense, appropriate personal protective equipment, including safety hats, non-prescription and prescription safety glasses, and adequate rain gear for rainy weather and gloves for welders. Reimbursement for prescription glass inserts for self-contained breathing apparatus will be provided to the employee upon presentation of the receipt and approved check request to Accounts Payable.

The Employer shall make reasonable provisions for and shall have the right to adopt and enforce reasonable rules and regulations for the safety and health of the employees, during the hours of their employment and for the protection of the Employer's property. It is the responsibility of each employee to read, understand and comply with the Safety Manual of Water Employee Services Authority.

Section 45. Current Address & Phone Number

Employees must submit to Human Resources in writing, any change in place of residence or telephone number within one (1) working day. Failure to comply with this section may result in disciplinary action up to and including dismissal.

Section 46. Grievance Procedure

A.) Definition

A grievance is any dispute concerning the interpretation or application of the Employer-Employee Organization Relations Resolution #1039, or of rules or regulations governing personnel practices

or working conditions. Any grievance that is not appealed within the time limits specified in this section shall be considered as settled on the basis of the decision last given.

B.) First Step Grievance

First Step Grievances must be presented within fifteen (15) regularly scheduled workdays from the date the event occurs, or knowledge thereof, which gives rise to the grievance, unless the parties mutually agree in writing to modify the time limits. The employee (or the employee organization having the grievance) and other involved party(ies) (i.e., the employee's supervisor), will complete a "Grievance Initiation" form acknowledging that all parties involved are aware that a First Step Grievance is being initiated. This form will be forwarded to the Human Resources Department. The affected supervisor will meet with the grievant within ten (10) regularly scheduled workdays from the date the grievance is submitted in an attempt to settle the grievance. The Authority shall provide a response to the grievant within ten (10) regularly scheduled workdays following that meeting.

C.) Second Step Grievance

If the grievance is not settled on the basis of the first step discussion, then within ten (10) regularly scheduled workdays of the date the Authority's response is received as described in 46 (B) above, details of the grievance shall be reduced to writing by the employee and/or employee organization having the grievance and shall be submitted to the Employee Relations Officer. The written grievance shall indicate the facts on which the grievance is based and shall be signed by the employee or a representative of the employee organization prosecuting the grievance. This written grievance shall also contain a request to meet with the Employee Relations Officer, if so desired, by the employee and/or the employee organization representative submitting the grievance. Within ten (10) regularly scheduled workdays from the date the grievance is personally received by the Employee Relations Officer, he/she shall meet, if requested, with the employee and/or employee organization representative having the grievance, to discuss the grievance. Employees may represent themselves or may request that an organization representative participate in the second step grievance meeting. The Employee Relations Officer shall give a written answer to the grievance within ten (10) regularly scheduled workdays from the date the second step grievance was received, if no meeting was requested, or ten (10) regularly scheduled workdays from the date of the grievance meeting.

D.) Third Step Grievance

Only grievances concerning terminations, demotions, and suspensions of five days or more, and one additional grievance annually (between January 1 and December 31 of each calendar year) of the Association's choosing, may be reviewed in accordance with the third step grievance procedure set forth in Resolution No. 1039, if requested by the employee. The effective date of this additional grievance must occur, but not necessarily be heard, during the annual period for which it is counted.

The third step grievance procedure is provided as a method to appeal a second step grievance decision concerning terminations, demotions or suspensions of five days or more, in addition to one additional grievance determined by the Association as described above. This appeal must be received within ten regularly scheduled workdays from the date of the Notice of Disciplinary Action. The Board of Directors (Board) shall, at its next regularly scheduled meeting after receipt of the written request for appeal, set the matter for hearing before and determination by the Board, nominate one of its members to arbitrate the grievance, or order any other reasonable dispute resolving procedure. If the employee whose grievance is being heard requests a mutually agreed-upon professional hearing officer, that request will be granted. Unless otherwise mutually agreed

upon in writing by the parties, a decision on the third step grievance will be issued within thirty (30) days from the date the appeal was received by the Board at the regularly scheduled Board Meeting. The decision reached by the procedure established by the Board shall be in writing and within the scope of the issues submitted; it shall be final and binding on the Authority, the employee organization and the employee(s) involved. As with other final Board decisions, the Board's decision may be appealed to a court of competent jurisdiction pursuant to Civil Code Section 1094.6.

Any step three grievance hearing conducted by the Board, a Board member, or a hearing officer designated by the Board, shall be subject to the following procedures:

- 1.) All parties to the hearing shall be provided at least seven (7) days advance notice of the date scheduled for the hearing.
- 2.) All parties shall have the right to representation at the hearing.
- 3.) All parties to the hearing shall submit a statement outlining the issues to be determined in the arbitration as well as the proposed remedy no later than forty-eight (48) hours prior to the hearing. This statement shall be submitted to the Board, Board member, or designated hearing officer, as well as to all other parties involved in the hearing. Any disagreement as to the appropriate issues to be determined shall be resolved by the Board, Board member or designated hearing officer prior to hearing.
- 4.) The hearing shall be tape recorded by the Board, Board member or designated hearing officer. Any party may request that the hearing be transcribed by a court reporter in lieu of a tape recording, provided that the requesting party make all arrangements for the court reporter to attend the hearing and pay the full cost of the court reporter and transcription, as well as the cost of copies of the transcript for all parties. In the event a party requests and pays for the attendance of a court reporter, the court reporter's transcript shall become part of the official record.
- 5.) All parties shall have the right to make an opening statement and closing argument, present witnesses (including rebuttal witnesses), cross-examine witnesses, and present exhibits and/or other evidence. The Board, Board member or designated hearing officer shall have the discretion of allowing closing arguments to be made in writing in lieu of orally. In the event closing arguments are made in writing, then the Board, Board member or designated hearing officer shall have the discretion of extending the thirty (30) day deadline for issuance of a written decision for a reasonable amount of time.
- 6.) The Authority shall release, without loss of pay, witnesses who are employees of the Authority and whose testimony is reasonably required at the hearing, for the amount of time that is reasonably required for the witness to appear and testify at the hearing. The Authority shall have no obligation to release employees for any preparation time associated with the hearing.
- 7.) While the hearing is not governed by any formal rules of evidence, the Board, Board member, or designated hearing officer may use the formal rules of evidence as guidance when ruling on objections and on the admissibility of evidence. Hearsay evidence may be admissible provided that it is corroborated by admissible, non-hearsay evidence.

8.) In the event the Board has designated a hearing officer to preside at the hearing to render an advisory decision to the Board, the hearing officer shall prepare a written Findings of Fact and Recommended Decision to be submitted to the Board and served on all parties. The designated hearing officer shall prepare the advisory decision as soon as practicable after concluding the hearing but shall not be subject to the thirty (30) day deadline. The Board shall then take action to adopt or reject the advisory decision at its next regularly scheduled meeting. In the event the Board rejects the advisory decision, it shall provide a written statement as to why it deems the advisory decision unacceptable.

9.) The parties may revise these procedures by mutual agreement.

Please note that this grievance procedure is separate from the internal complaint procedure regarding harassment, as explained in the WESA Administrative Code.

E.) Employee Personnel File

1.) Removal of disciplinary documents

- a. Employee Letters of Reprimand reflecting written disciplinary action may be removed from an employee's active personnel file after three (3) years, upon written request of the employee to Human Resources, provided there have been no further disciplinary events of any kind during the two-year period.
- b. Such documents will be removed from the employee's active personnel file into an archived file. Only Human Resources personnel may have access to the archived file, except when archived records may be utilized in cases of potential discharge.
- c. This provision shall not apply to disciplinary action of a written warning or higher for theft, willful misrepresentation, conduct threatening or endangering the safety of others in the workplace, or discrimination, harassment or assault/violence (as defined by law) against another person.

Section 47. Public Employees Relations Board

It is understood that the Public Employees Relations Board (PERB) has jurisdiction over allegations of unfair labor practices committed by the Association or the Authority.

Section 48. No Strike/No Lockout

A.) Purpose

The Board of Directors believes it is important for the Authority to continue to supply the highest quality of water available; to provide and maintain an adequate wastewater collection and treatment system; and provide the best service possible at fair and reasonable rates. Therefore, the Board of Directors, all employees and any employee organizations will work together to prevent any disruption of service which constitutes an imminent and substantial threat to the public health and safety.

B.) No Lockout

The Authority agrees that there shall be no lockout of employees during the term of this Memorandum.

C.) No Strike

During the term of the Memorandum, the Association and its members will not cause, sanction or take part in any strike (whether sit-down, stay-in, sympathetic, general or any other kind), walk-out, picketing, stoppage of work, retarding or any other interference with the operation and conduct of the Authority's business.

D.) Association Responsibility

In the event that any of the occurrences prohibited by the preceding Paragraph "C" take place, the Association shall immediately and publicly disavow such action as unauthorized and will use all means within its power to stop such action at the earliest possible time, and will not honor any picket line set up under such circumstances.

F.) Disciplinary Action

It is specifically understood and agreed that the Authority, during the first working day, or any part thereof, of the activity prohibited by Paragraph "C" above, shall have the right of reasonable discipline short of suspension, demotion or dismissal against individuals participating in such activity. However, after the first working day, or any part thereof, of prohibited activity and if such activity occurs again during the term of the Memorandum, the Authority shall have the right to dismiss any employee participating therein, which dismissal shall be considered a disciplinary discharge for just cause.

Section 49. Zipper Clause

The parties acknowledge that during the negotiations which preceded this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obliged to meet and confer with respect to any subject or matter referred or covered in the Memorandum or with respect to any subjects or matters that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Memorandum.

All terms and conditions of employment which are not covered by the Memorandum shall continue to be subject to the Authority's direction and control.

Section 50. Term, Termination, and Renewal

The terms and conditions of this Memorandum shall be in full force and effect from the first day of January 2026, to the thirty-first day of December 2027, inclusive. This Memorandum in whole or part may be reopened for negotiations by either party, by serving a written notice of intention to do so ninety (90) days prior to the termination of this Memorandum.

Duly executed by the Parties hereto this 11th day of December 2025.

ASSOCIATION:

Water Employee Services
Authority
Management Team Association
31315 Chaney Street
Lake Elsinore, California

By: _____



Vanessa Hinger
President, WESA MTA

EMPLOYER:

Water Employee Services
Authority
31315 Chaney Street
Lake Elsinore, California

By: _____



Andy Morris
President, Board of Directors