

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
AND THE
SOCWA EMPLOYEE ASSOCIATION

July 1, 2024 to June 30, 2025

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SECTION I

A. RECOGNITION

The South Orange County Wastewater Authority, hereinafter referred to collectively as the “Agency,” recognize the SOCWA Employee Association, hereinafter referred to as the “SEA”, as the exclusive recognized employee organization for matters within the scope of representation for the classifications shown in Exhibit “A”.

B. DURATION

This Memorandum of Understanding shall become effective as of July 1, 2024 and shall remain in full force and effect until June 30, 2025 and shall renew automatically from year to year thereafter unless either party gives at least sixty (60) days’ notice in writing to the other party prior to any annual expiration date of their desire to modify or terminate this Agreement.

C. FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that SEA hereto voluntarily and unqualifiedly waives its rights, and agrees that the Agency will not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Except in cases of emergency as provided by Government Code Section 3504.5, the Agency shall provide reasonable written notice to the SEA of any ordinance, resolution; rule or regulation directly related to matters within the scope of representation proposed to be adopted by the Agency Board of Directors and shall give SEA the opportunity to meet with the Agency representatives.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in writing signed by both parties and approved and implemented by the Agency Board of Directors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

D. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws, and federal and state regulations. If any part of a provision of this Memorandum of Understanding is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

E. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Memorandum of Understanding, all management rights, including the control, direction, and supervision of all SOCWA operations and personnel are vested in the Agency. Such functions include, but are not limited to, the right to hire new employees; to direct the work force; to determine the types and kind of services to be provided; to hire outside companies and vendors to perform services; to increase and decrease the amount of work available; to schedule and assign work; to determine the number of work shifts and hours of work; to subcontract work; to determine the types of work to be performed; to establish and enforce job standards; qualifications; conduct and safety regulations; to determine job content; and to change materials, processes, services, equipment, jobs, operations, locations and the number and type of facilities. The Agency also retains the right to hire, transfer, promote, demote, layoff and recall employees and to discharge, suspend and discipline employees for just cause.

F. NO STRIKE OR LOCKOUT

During the term of this Memorandum of Understanding, the employees, their agents and representatives, including, but not limited to, SEA will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slow down, concerted stoppage of work, sick-out, or any other disruption of the operations of the Agency, regardless of the reason for so doing. Any employee engaging in such activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action up to and including termination.

During the term of this Memorandum of Understanding, the Agency will not institute a lockout over a dispute with the employees so long as there is no breach of the above no-strike provision.

G. DUES DEDUCTIONS AND NEW HIRE ORIENTATION

The Agency will deduct from each regular paycheck of all employees who have submitted a Dues, Deduction to SEA and remit to the SEA Treasurer, the dues, initiation fees and assessments for each employee as required by California law.

Authorizations for payroll deductions and authorizations to stop payroll deductions will be submitted in writing by the employee to the SEA Treasurer.

The Association will receive no less than 10 days written notice (via email) in advance of an orientation for new hires whose positions are within their bargaining unit, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the SOCWA's operations that was not reasonably foreseeable. The Association representative shall have 15 minutes during the orientation, or a longer time if mutually agreed upon, to present information to the new hire(s) related to the Association and MOU. Within 30 days of the date of hire, the SOCWA shall provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address on file with the SOCWA and the home address of the new hire (personal information may be excluded upon written request of the employee as set forth in Government Code section 6254.3(c)). In addition, the SOCWA shall provide the same information for all employees in the bargaining unit to the Association every six months.

H. USE OF AGENCY FACILITIES

SEA may use Agency facilities to hold general membership and Board of Directors meetings with employees. Reasonable release time will be allowed to conduct Association business, subject to approval by the General Manager. Such requests must be made in writing to the Human Resources Department at least 48 hours prior to the date requested. Approval will be granted unless prior Agency use of the facility is scheduled. This permission to use Agency facilities is subject to revocation upon ten (10) days' notice to the SEA.

I. ACCRUAL OF NEW OR EXISTING FACILITIES

In the event any new or existing plant and/or facility is acquired by, or comes under the control or direction of the Agency during the time of this Memorandum of Understanding, the parties agree that the employees of any such plants and/or facilities, occupying positions identical, or substantially similar to, and/or performing job duties identical, and/or substantially similar to classifications contained herein, shall be governed by the provisions of this Agreement to the extent allowed by law. In the event that there is any discrepancy between policies, procedures, or other practices currently governing such employees, the current MOU between SOCWA and SEA and the personnel policies of the Agency would govern.

J. AGENDAS

Agendas of SOCWA Board of Director meetings will be furnished to SEA at no charge.

K. AMERICANS WITH DISABILITIES ACT

The parties recognize that they are subject to the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act ("FEHA"), and that these laws may require, among other things, that the Agency provide reasonable accommodation to employees with disabilities. Accordingly, the Agency is permitted to take all actions necessary to comply with the ADA and FEHA.

SECTION II EMPLOYMENT

A. EMPLOYEE EVALUATION

1. Original Appointments: Original appointments shall be subject to a probationary period of between six to twelve months. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that employee is away from work.
2. Probation Period: The probationary period shall be regarded as part of the selection process and shall be utilized for close observation and evaluation in order to determine the capability of the probationer to satisfactorily perform the requirements of the position.

After serving the probationary period and receiving a favorable rating from their immediate supervisor and/or Department Director and a favorable recommendation from the General Manager, said employee may thereafter be paid on a monthly basis at the rate fixed no greater than the amount approved by the General Manager and within the range the employee was hired. Passing the

probation period with a satisfactory rating is a requirement for continued employment. Each year thereafter, the employee shall receive a performance rating. Upon recommendation of the General Manager, a new employee may be hired at a higher rate than the minimum salary of the applicable range of the salary schedule.

3. Promotional Appointments: Present employees will be notified of promotional opportunities when a vacancy occurs at any of the SOCWA treatment plants. Employees with the required knowledge, certification, skill, ability, interest and physical fitness will be given an opportunity to apply for such vacancies. Decisions regarding promotional appointments shall be made by a review panel appointed by the General Manager. All promotional appointments are subject to final approval by the General Manager. Promotional appointments shall be subject to at least six (6) and up to nine (9) months probationary period. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that the employee is away from work.

Any employee, who is in a Grade I or II category, may be promoted to a Grade II or III upon:

- 1) Successful completion of the required or voluntary applicable exam; and
 - 2) Two consecutive above-standard performance reviews, one while in possession of the higher certification and recommendation of the employee's supervisor and approval of the General Manager.
4. Rejection during Probationary Period: A probationary employee may be rejected at any time without the right of appeal or hearing during the probationary period. A rejected probationer serving as a result of original appointment shall be dismissed from service. A rejected probationer serving as a result of promotional appointment shall be reinstated to the position or class, or comparable position, from which promoted, unless otherwise dismissed from service as provided in this policy.
 5. Reclassification. When a full-time employee is reclassified and the position he/she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.
 6. Performance Evaluation: Employees who have passed their probationary period shall have their performance evaluated by their supervisors at least annually from the date of completing probation (anniversary date). Such evaluations may be prepared on such a frequency as is deemed appropriate by the supervisor. The evaluation and appraisal form will be reviewed together by both the employee and his/her supervisor and signed after having been reviewed and approved by the General Manager.

B. WORK DAYS

1. Work day shifts may be changed from time to time, in regard to the respective job functions. The workweek schedule will commence on Sunday and end on

Saturday. The designated work schedule will include a one half-hour lunch period for which the employee will be compensated.

SOCWA establishes work schedules and start times to meet the needs of the organization. Normal work weeks consist of either five eight-hour day weeks (5/80), a 36-44 hour pay period (9/80) schedule, or a four ten-hour per day schedule (4-10). Additional work weeks may be considered and approved by the general manager at his or her sole discretion.

Current work schedules available year –around are:

5 days per week, 8 hours per day (5/40) 9 days per pay period (9/80)

4 days per week, 10 hours per day (4/10)

Individual employees are assigned a work schedule by management and may, at the General Manager's sole discretion, determine which type of work week the employee will work (5/40, 9/80 or 4/10).

Employees may request to work flexible starting hours (starting at either 6:00 a.m. or 7:00 a.m.). Management retains the sole right to determine whether or not SOCWA can accommodate the request.

2. The designated work schedule will be established by the appropriate department head, subject to approval by the General Manager. The Agency may change work schedules at any time in its sole discretion.
3. Under normal weather and operating conditions, employees subject to shift changes will be given one hundred forty-four (144) hour advance notice of any changes in their normal work schedule, except in cases of an emergency as determined by the General Manager. At the end of the weather or operating emergency, the employee's shift will revert to what it was prior to the emergency.
4. In cases where the employee could not be given one hundred forty-four (144) hour advance notice of a shift change, the employee will be eligible to receive compensation equal to the rate of one and one-half times the employee's rate of pay for the first day of the altered work schedule.
5. Employees in the Operation, Maintenance or Laboratory Divisions may, at the discretion of the General Manager, be assigned to work at any of the SOCWA treatment plants.
6. Employees are required to be dressed and ready for work at the start of their scheduled work period. Punctuality is expected at all times and a lack of same is grounds for discipline or termination.
7. An employee shall personally notify his/her supervisor within one (1) hour of the start of the employee's assigned shift of the employee's inability to report to work on that shift. Repeated failure to comply with this provision is grounds for disciplinary action.

C. GRIEVANCE PROCEDURE

1. A grievance procedure has been established for the following purposes:
 - a. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., claims by an employee that the Agency has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in this MOU.
 - b. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
 - c. Encouraging free communication between supervisors and employees.
2. The following steps shall be taken when filing a grievance.
 - a. Step One: Employees who have a grievance shall first take it up verbally with their division supervisor within seven (7) calendar days after they knew or reasonably should have known of the occurrence of the cause of the grievance and any action taken. An SEA representative will be permitted at a mutually agreed upon time so as not to negatively impact agency operations, as a neutral observer of the discussion in the event the employee so chooses. Management retains the right to have a representative from Human Resources present at such a grievance meeting.
 - b. Step Two: If the grievance is not resolved within seven (7) calendar days after its submission in Step One, employees may submit the grievance in writing to the division supervisor within seven (7) calendar days thereafter. The division supervisor shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

At this and subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option. Should an employee choose to have representation, they must submit, in writing, their intention to do so with the name and title of their representative to the appropriate division supervisor at the time of the Step Two grievance submission.
 - c. Step Three: If the grievance is not resolved within seven (7) calendar days after its submission in Step Two, employees may submit the grievance in writing to the Department Director, within seven (7) calendar days thereafter. The Department Director shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.
 - d. Step Four: If the grievance is not resolved in the Third Step, the aggrieved employee may submit it in writing to the General Manager within seven (7) calendar days after the Department Director's answer is received. The

General Manager shall meet with the employee within seven (7) calendar days after receiving the grievance and shall deliver his/her answer in writing within seven (7) calendar days after such meeting.

After Step One, failure of the aggrieved employee to follow the timeline set forth in the grievance procedure shall be considered a waiver of the employee's right to grieve the matter any further and acceptance of the decision at the prior level. Timelines may be extended by mutual written agreement.

D. DISCIPLINARY ACTIONS

1. Disciplinary actions shall be administered as set forth in the SOCWA Employee Manual, except that a disciplinary suspension of two (2) or more working days, a disciplinary demotion or a disciplinary termination may be appealed by the SEA to final and binding arbitration.
 - a. The appeal to arbitration shall be made in writing to the General Manager.
 - b. Within ten (10) calendar days of the appeal to arbitration, the parties shall either mutually select an impartial arbitrator or jointly make a request to the State Mediation & Conciliation Service to provide a list of seven names to the parties.
 - c. Within Five (5) working days of receipt of the State Mediation & Conciliation Service list, the parties shall select an arbitrator from said list by alternatively striking names until only one name remains. The party starting first shall be determined by a coin flip.
 - d. The cost of the arbitrator shall be shared equally by SOCWA and SEA.
 - e. An employee shall suffer no loss of pay for the time spent as a witness at an arbitration hearing held pursuant to this procedure.
 - f. The decision of the arbitrator shall be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing.
 - g. The decision of the arbitrator shall be final and binding.

E. LAYOFF PROCEDURES

Business and operational needs may necessitate a decrease in the number of employees. Layoffs are not used for disciplinary reasons or to discriminate against any protected person or group. Layoffs are to be determined by the General Manager to meet current staffing needs. In determining who is to be affected by a layoff, the General Manager will consider the length of service of each employee and the individual skills and abilities of each employee. The Agency reserves the right to add, delete or modify individual job responsibilities to maintain maximum operating efficiency.

Should a reduction-in-force be deemed necessary, the Agency will observe the following procedures:

1. Order of Layoff:

- a. Temporary employees.
- b. Probationary employees who have not yet completed their probation, excluding promotional probationary employees who shall be considered full-time employees.
- c. Full-time employees.

In each of the above categories when a reduction in the work force is necessary, the Agency will select employees for layoff based on consideration of all of the following factors:

- 1) Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, or Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility).
- 2) Past and present performance based on performance evaluations.
- 3) Demonstrated special skills/abilities of the individual employee.
- 4) Inter-agency cross training.
- 5) Education and/or job certification beyond the minimum required.

It is to be noted that when all other factors are equal, length of continuous service will be the determining factor when evaluating persons for layoff.

All SOCWA employees, whether in Operations, Maintenance, Laboratory or other Departments, will be considered for available job openings within respective departments (at all plant facilities), to avoid layoffs.

An employee who holds a higher-level position within a Department (such as Operations, Maintenance or Laboratory) may be placed (bumped) into a lower level position within the same Department for which the employee is qualified in order to avoid a layoff. This may necessitate the layoff of an employee holding a lower level position. For purposes of this section, "qualification" is presumed where the person has held the position previously with the Agency or where the person meets the minimum qualifications for the position. An employee may not have "bumping" rights in the event an entire classification is eliminated unless they have previously held a like position within SOCWA that would qualify them for such position. The Agency's decision to abolish a position is not subject to the employee's right of appeal or grievance.

2. Y-Rate: An employee's salary is Y-Rated or frozen when the employee bumps into a lower level position for which the top range of the salary scale is below the employee's salary in his/her previous position. The employee will continue to receive his former salary and will be frozen at this salary level until such time as subsequent general salary increases cause the top range of the salary scale for the lower level position to exceed the employee's salary at the Y-Rate. The

employee's salary anniversary date shall not change. If the employee's salary rate in the lower level position is below the top of the range for that position, he/she shall be entitled to be considered for normal salary increases.

3. Notification to Employees: Written notices of layoff shall be served to employees personally at work whenever practicable. The notice of layoff shall include the proposed effective date of the layoff. The Agency shall give at least thirty (30) days' notice of layoff to affected employees.
4. Status on Re-employment: An employee who is laid off according to this policy and is subsequently re-hired within eighteen (18) months from the date of his/her layoff to a regular, full-time position will receive the following considerations and benefits:
 - a. All unpaid sick leave at the time of the layoff will be credited to the employee's account when employment is restored; and
 - b. All prior service is credited for all purposes.
5. Recall: Recall will be in reverse order of layoff, with the recall list being maintained for a period of eighteen (18) months. The employee must qualify for such position being recalled by holding a like position when previously employed with SOCWA.

Laid-off employees are eligible for recall for up to eighteen (18) months.

6. Separation Pay: Regular full-time employees whose employment with the Agency terminates due to a reduction-in-force or layoff are eligible to receive separation pay equivalent to two (2) weeks salary providing an employee has completed at least six (6) months to one (1) full year of continuous service to the Agency, with an additional week for every full year of employment thereafter. Receipt of separation pay will not impact a terminated employee's right to apply for unemployment insurance benefits. All employees affected by a layoff are eligible for unemployment and COBRA benefits as provided by law.

Manner in Which Points are Calculated Under SOCWA - SEA Layoff Provision:

1. Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility). This factor will have a **maximum** weight of 12 points, with each full year of service up to 12 years receiving one point.
2. Past and present performance based on the two most recent performance evaluations. This factor will have a **maximum** weight of 5 points to be determined as outlined below:

For Each Performance Review:

Superior or Outstanding	2.5
Exceeds Expectations or Above Standard	2
Meets Standard or Standard	1
Needs Improvement	0
Unsatisfactory	-0.5

This could give a maximum total of 5 points after reviewing the two most recent performance evaluations.

Example:

2 Superior or Outstanding = 5

2 Exceeds Expectations or Above Standard = 4

Above standard or Exceeds Expectations & 1 standard or Meets Standard = 3

2 Standards or 2 Meets Standard = 2

1 Standard or Meets Standard & 1 needs improvement = 1

3. Demonstrated special skills/abilities of the individual employee. This factor will have a **maximum** weight of 5 points to be determined by how many relevant special skills/abilities the employee will bring into the job that are not requirements in the job description. Each additional skill/ability will be counted as one point, up to a **maximum** of 5 total points for this category. Skills/abilities will be determined by the Agency.

The following types of demonstrated skills/abilities are examples of what may be determined to be relevant, depending on the circumstances: Welding skills, truck driving, heavy equipment operator skills, carpentry skills, electrical experience, computer skills, etc. This is not intended to be an exhaustive list.

4. Cross-training: This factor will have a **maximum** weight of 5 points to be determined by the number of different Agency/jobs/departments the employee has been cross-trained in.

Example:

Cross-training at different plant (minimum 1-year at each facility) = 2 points

Cross-training in separate department at same plant (until proficient at task/job) = 1 points

SOCWA cross-training program (minimum 120 hours at different plant) = 1 points

5. Education and/or job certification beyond the minimum required per the job description. This factor will have a **maximum** weight of 5 points and will be determined by giving one point for any certification above the minimum required (i.e., an Operator in a position requiring a Grade II certificate will receive 2 points if he/she has a Grade IV certificate). Additional points may be given in the Agency discretion for (a) any job-related class that has been approved by the Agency and successfully completed by the employee, or (b) other relevant education deemed beneficial to the long-term interests of the Agency.

SECTION III BENEFITS

A. VACATION

1. Accrual Rates:

For employees hired prior to July 1, 2014, the following applies:

Full-time employees shall accrue the following vacations hours which will be properly credited on a biweekly basis.

- First year through five years of employment - 96 hours per year.
- Sixth year through tenth year of employment - 120 hours per year.
- After ten years of employment - 160 hours per year.

1(b) For employees hired on or after July 1, 2014, the following applies:

- First year through five years of employment - 80 hours per year.
- Sixth year through tenth year of employment - 120 hours per year. After ten years of employment - 160 hours per year.

2. Part-time regular employees who work at least 40 hours per pay period shall accrue vacation subject to the schedule set forth in paragraph 1 above, but it shall be prorated on the basis of the number of hours worked.
3. All vacation time must have prior approval. The Director may approve vacation requests up to three (3) days.
4. Vacation requests for over three (3) days must be submitted no less than two weeks prior to the commencement of the requested vacation, except in an emergency situation as determined by the General Manager or his/her designee.
5. No vacation time for over thirty (30) hours shall be taken without prior approval of the General Manager or his/her designee.
6. Vacation duration is limited to no more than 120 hours (3 weeks) without special approval by the General Manager.
7. Vacation requests submitted three (3) months in advance and approved at least four (4) weeks prior to the commencement of the requested vacation, will not be canceled by anyone other than the employee, except in cases of an emergency as determined by the General Manager, his/her designee or the Assistant General Manager/Director of Operations.
8. Any employee separating from employment who has not taken earned vacation shall receive pay for each hour (or part thereof) of earned vacation according to the level of earnings for such employee on the last day worked.
9. Not more than 240 hours may be accrued and carried over from one calendar year to the next calendar year, nor may an employee receive pay in lieu of taking a vacation, without prior approval of the General Manager. Every effort shall be made by the employees to schedule at least one continuous forty (40) hour (one week) vacation during the year.

10. Eligible new hires shall accrue vacation beginning with the date of hire, but may not utilize such during the first six (6) months of their probationary period.
11. Employees may request up to 40 hours pay in lieu of vacation, subject to approval by the General Manager, provided the employee has taken 7 consecutive days off in any combination of holidays, vacation, personal holidays, weekends, scheduled days off, etc., within the last 12 months. This policy may be used up to a maximum of 2 times within twelve consecutive months. After the employee has been paid for the second 40 hours of vacation pay in lieu of vacation he/she will not be granted another 40 hours vacation pay in lieu of vacation until it has been 12 consecutive months from the original and first date of request.

B. HOLIDAYS

1. All full-time employees and those eligible part-time employees shall receive the following paid holidays:

New Year's Day (January 1)

President's Day (third Monday in February) Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September) Veteran's Day (November 11) Thanksgiving Day

Thanksgiving Holiday (Friday after Thanksgiving Day) Christmas Day (December 25)

2. Holiday overtime pay will only be paid for working on the above nine dates, the actual day of the holiday
3. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the day off. Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the day off.
4. When a holiday falls on an employee's regular scheduled day off and the employee would otherwise lose the holiday, the employee will be paid for the amount of a regularly scheduled work day as straight-time pay. If staffing requirements allow, an employee may elect to take a regularly scheduled day off, providing the day off falls within the same pay period as the holiday. Arrangements for such days off must be made with the employee's supervisor.
5. In addition, all full-time employees are eligible to receive three (3) personal days per fiscal year. Personal days must be taken as a full day off. Advanced notification of an employee's use of a personal day is encouraged, but not required. Personal days accrue on July 1 of each year and must be taken prior to June 30 of the following year.

A personal day is the equivalent of a full day worked regardless of the number of hours in the employee's shift at the time the personal day is used (8, 9 or 10 hour shift).

6. All Part-time employees are eligible to receive 1 ½ days of Personal Leave per calendar year.

Once an employee has given his/her notice of termination, there will be no further accumulation of personal holidays.

7. An employee must have been paid for the entire amount of regularly scheduled hours the days immediately prior to and following a holiday observed by the Agency in order to be paid holiday pay.
8. All employees eligible to receive paid holidays, and who are scheduled by management to work on the holiday, shall be paid at one and one-half times their normal rate of pay. This is in addition to the holiday pay (or day off in lieu) at eight or nine hour's straight time, depending on the employee's schedule. Employees not scheduled to work but who are called in to work shall receive compensation equal to double their normal rate of pay for the first consecutive eight, nine or ten hours worked (depending on employee's schedule). All consecutive hours worked beyond eight, nine or ten (depending on employee's schedule) on a holiday will be paid at three times the employees' normal rate of pay.
9. Temporary employees shall be entitled to paid holidays only if such a holiday falls on a day such employee would ordinarily be required to work.

C. SICK LEAVE

1. All full-time employees hired prior to July 1, 2014; earn ninety-six (96) hours of sick leave per year. All full-time employees hired on or after July 1, 2014, earn eighty (80) hours of sick leave per year. Employees shall accrue sick leave beginning with the date of hire, on a biweekly basis, but may not utilize such during the first thirty (30) days of employment.
2. Part-time regular employees who work at least forty (40) hours in a pay period shall accrue sick leave subject to Paragraph 1 above, but it shall be prorated on the basis of the number of hours worked per week versus a 40 hour week, and in no case shall it be less than the amount required by applicable law. Other part-time employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. Not more than forty-eight (48) hours of sick leave per calendar year may be taken in cases where an employee's presence is required elsewhere to attend to the illness of an "immediate family member". An employee's "immediate family" includes a registered domestic partner, spouse, parent, child, brother, sister, grandparent, and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The Agency limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) A non-serious illness or disability is defined as one that is not covered under the Family and Medical Leave Act of 1993. Employee leave for the serious health condition of members of their immediate family is governed by the Agency Family Leave policy as detailed in the Employee Manual.
4. The General Manager may require a doctor's certificate if an employee's absence exceeds three (3) consecutive working days. If an employee is absent for five (5) consecutive working days, a doctor's certificate may be mandatory in order to return to work.

5. An employee may carry over a maximum of two hundred forty (240) hours of accumulated sick leave on an annual basis. This annual basis shall end on the last day of the first pay period that ends in December. For all hours in excess of one hundred seventy six (176) hours, employees will be eligible to receive compensation for 75% of those hours at their current rate of pay. Such compensation will be paid at the end of the first pay period that ends in December.
6. When an employee has utilized their total accumulated sick leave, accrued vacation may be taken to the extent available providing the employee receives prior approval (refer to Section III-A, above, regarding submittal of vacation requests). If an employee does not elect to utilize, does not have sufficient accrued vacation time to cover the absence, and/or does not receive prior approval for the use of vacation leave, the employee shall not receive compensation.
7. Accumulated sick leave and/or vacation time may be utilized by an employee during his/her family leave or pregnancy disability leave.
8. Employees, who have given at least two weeks written notice of their intention to leave the employ of the Agency shall be paid 75% of their accumulated sick leave above one hundred seventy six (176) hours on the date of termination.

Employees, who have given at least two weeks written notice of their intention to retire from the Agency, shall be paid for unused sick leave at a rate of 75% upon retirement (remaining 25% converting to service credit with CalPERS). Departing retiring employees have the option to convert 100% of their unused sick leave to service credit with CalPERS.

D. HEALTH, DENTAL INSURANCE AND VISION CARE PLAN FOR EMPLOYEES

1. Full-time and part-time employees and their dependents are provided a group dental and vision care plan; the premiums for the vision and dental are paid for by the Agency. Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.
2. Full-time employees and their dependents are provided with group health insurance coverage under the CalPERS PEMHCA program. The Agency shall revise its current PEMHCA contract with CalPERS through the adoption of a new PEMHCA resolution to provide that the Agency shall pay to CalPERS, on behalf of each employee and retired employee who qualifies for retiree medical benefits, a monthly employer contribution equal to the minimum contribution required under Government Code Section 22892(b)(2) ("PEMHCA Minimum").
3. For an eligible dependent to be eligible for coverages, a copy of a marriage license, State of California Declaration of Domestic Partnership form (NP/SF DP-1), birth certificate, or other identifying paperwork will be required.

The PEMHCA Minimum is established by CalPERS and may change annually. Additional employer contributions shall be provided in accordance with the terms set forth in this Section D and Section E below.

4. Employees of the Agency shall be eligible for a monthly health insurance allowance from the Agency equal to an amount that is 95% of the average of all health plans CalPERS makes available to the Agency, excluding the PERS Platinum Plan, at the appropriate level of coverage selected by the employee (employee, employee + 1, or employee + family). The Health Allowance shall be made available through the Agency's Cafeteria Plan in order to preserve it as a nontaxable benefit and a portion of the Health Allowance will be designated as the PEMHCA Minimum contribution set forth in paragraph #2 above and paid directly to CalPERS. If an employee enrolls in a CalPERS health plan with a monthly premium that exceeds the Health Allowance, the excess cost will be the employee's responsibility. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year. Eligibility for health coverage and the Health Allowance will begin the first of the month following thirty (30) days of employment.
5. Regular part-time employees who meet the applicable eligibility requirements established by the Agency insurance partner shall be provided health, dental and vision insurance for themselves and their dependents, upon request.
6. The cost of the premiums for dental and vision insurance for part-time employees will be shared by the Agency and the employee based upon the number of hours the employee normally works in an eighty (80) hour pay period. For example, an employee who normally works sixty (60) hours will pay 25% of the premium, while an employee who normally works forty (40) hours will pay 50% of the premium. Withholdings will be calculated as they are in paragraph #3 above.
7. It is mandatory that each employee notifies the Agency, in writing, whenever any additions or deletions occur in the status of his/her dependents. Failure to do so may result in a lapse of coverage for the additional dependent(s).
8. In lieu of health insurance coverage, eligible employees may elect to receive compensation at a rate of \$300.00 per month in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the Agency and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager. Compensation will begin on the first of the month following cancellation of coverage from the Agency Health Plan.
9. The post-retirement health insurance plan must be selected from the health care plans provided to other full-time SOCWA employees in accordance with requirements of the PERS Program, which may be revised from time to time.

E. RETIREE HEALTH INSURANCE

1. Pursuant to PEMHCA and relevant CalPERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the Agency is effective within 120 days of his or her separation from employment with the Agency and the retired employee receives a retirement allowance from CalPERS resulting from his or her service

with the Agency. Retired employees who satisfy the preceding requirements ("Eligible Retirees") are eligible to continue health coverage with CalPERS for themselves and their eligible dependents. All allowances described in this section shall only be available to Eligible Retirees enrolling in a CalPERS health plan.

2. The retiree health benefits provided by the Agency vary depending upon an Eligible Retiree's date of employment with the Agency. The Agency provides retiree health benefits as follows:

- a) Employees hired before July 1, 2017. Eligible Retirees hired before July 1, 2017 will receive a monthly amount from the Agency not to exceed the Health Allowance made available by the Agency to active employees ("Tier I Allowance"). The Tier I Allowance will be paid as follows:

an amount equal to the PEMHCA Minimum will be paid directly to CalPERS by the Agency; and

a reimbursement by the Agency will be paid to the retiree for the monthly health insurance premiums actually paid by

the retiree, in an amount not to exceed the difference between the Tier I Allowance and the PEMHCA Minimum.

If an Eligible Retiree subject to this Section E.2.a enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier I Allowance, the excess cost will be the Eligible Retiree's responsibility. Conversely, if any Eligible Retiree enrolls in a CalPERS health plan with a monthly premium that is less than the Tier I Allowance, the remainder shall be forfeited.

Eligible Retirees shall be subject to any changes to the health insurance coverage provided by the Agency to the same extent as active employees of the Agency.

- b) Employees hired on or after July 1, 2017.

- Eligible Retirees hired on or after July 1, 2017 will receive a monthly amount from the Agency equal to the PEMHCA Minimum, which the Agency will pay directly to CalPERS ("Tier II Allowance"). If an Eligible Retiree subject to this Section E.2.b enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier II Allowance, the excess cost will be the Eligible Retiree's responsibility.
- In addition, during employment with the Agency, employees hired on or after July 1, 2017 shall receive an Agency contribution equal to \$200 per month to an individual account under a retiree health savings plan. This amount may be subject to change at the Agency's discretion but will not be reduced below \$200 during the term of this MOU. The retiree health savings plan is to be used exclusively to reimburse qualifying medical expenses during retirement. The retiree health savings plan will be administered by a third party administrator selected by the Agency.

F. LONG-TERM DISABILITY INSURANCE

Effective thirty days after employment, both short-term and long-term disability insurance coverage is provided for all full-time and part-time employees; the premiums are paid for by the Agency.

G. LIFE INSURANCE

1. Effective thirty days after employment, group life insurance is provided to all full-time and part-time employees in an amount of \$100,000. The premiums for full-time employees are paid for by the Agency. The premiums for part-time employees are shared 50/50 by the Agency and the employee. (The cost of premiums paid by the Agency for life insurance in excess of \$50,000 is considered noncash compensation for tax purposes).
2. It is mandatory that each employee notify the Human Resource Department whenever any additions or deletions occur in the status of his/her dependents, as well as any desired change in beneficiary data.

H. RETIREMENT

1. PERS Retirement Plans
 - a. All regular full and part-time employees' are covered by the Public Employees' Retirement System (PERS). Employees hired prior to February 2011 are on the 2.5% at 55 formula with the employee paying the full employee contribution.
 - b. Employees hired after February 2011 but prior to January 1, 2013, and employees that are hired after January 1, 2013 but qualify as an existing PERS "Classic" employee will be on the 2% at 55 formula with the employee paying the full employee contribution.
 - c. Employees hired after of January 1, 2013 that do not qualify as an existing PERS "Classic" employee are on the 2% at 62 formula with the employee paying the full employee contribution.

I. DEFERRED COMPENSATION PLAN

Regular full and part-time employees are eligible to participate in the Agency deferred compensation plan(s). The primary purpose of the plan(s) is to provide future payments in lieu of deferred current income upon death, disability, retirement, or other termination of employment. The plan(s) are intended to qualify as eligible State Deferred Compensation Plan(s) within the meaning of Section 457 of the Internal Revenue Code of 1954, as amended. Each employee may elect to become a participant of any Plan(s) and defer payment of part of his/her compensation (within the guidelines of Section 457) by executing the required participation agreement.

The Agency will provide a matching contribution for deferred compensation during the term of this MOU up to \$1,500.00 per fiscal year.

J. UNIFORMS AND SAFETY EQUIPMENT

The Agency shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and the necessary Agency owned safety equipment. The

Agency shall reimburse full-time field operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$400.00 for purchase of steel-toed shoes as required by the Agency's separate Injury and Illness Prevention Safety Program included in the Safety Handbook. Field operational personnel may purchase a second pair of shoes if funds remain from the original allocation and, if needed; the employee shall contribute the additional funds required. Employees will be allowed to use this amount to also purchase other work uniform related items such as belts, boot/shoe inserts, laces, etc. If, in the discretion of an employee's department head, the employees work boots are worn out or damaged due to work-related wear-and-tear, the department head may authorize the reimbursement of a second pair of boots within one year.

Laboratory personnel will be allowed an additional \$75 per year to purchase aqua shoes to be used for beach sampling.

It is the responsibility of the employee to provide an original receipt of charges for payment reimbursement. All employees shall present a clean and neat appearance at all times.

The Agency shall continue to report non-safety uniform expenditures on a per pay period basis, not to exceed \$400.00 annually. The allocation is subject to change based on uniform provider, operational safety and requirements as determined by the department head. The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed "new members" under the Public Employees Pension Reform Act of 2013. The actual per employee, per pay period amount will be established each fiscal year based on an average monthly rental/cost amount paid in the prior fiscal year.

SECTION IV COMPENSATION

A. EMPLOYEE COMPENSATION

1. All full-time employees shall receive compensation in accordance with the adjusted ranges in the Salary Schedule (as defined herein as Exhibit B attached).
2. Pay days are on a biweekly basis - every other Thursday.

B. BONUS/MERIT POOL

During the term of this agreement a merit pay pool equal to approximately 3.0% of the salaries of all employees covered by this MOU will be established for the purpose of awarding merit/bonus increases. Individual employees may be awarded a salary increase of between zero and five percent (0 – 5%) based on their level of performance. Award of a merit increase is based on a recommendation by the employee's supervisor and department head, and subject to approval of the General Manager.

The total amount of meritorious salary increases shall not exceed the 3.0% merit pay pool in any fiscal year. SOCWA will provide training for supervisors and managers to assure compliance with this section.

In the event an employee covered by this MOU receives a merit increase that is less than the total amount awarded during the review process, due to being topped out in their respective salary range, said employee shall receive the remaining review award in a monetary bonus, which shall not be considered as reportable compensation to CalPERS..

C. SALARY ADJUSTMENTS

All employees shall receive a 6.0 percent (6.0%) increase, effective July 1, 2024.

D. INCENTIVE PAY

Education Certification Incentive Program

Employees who obtain a job-related educational certificate which exceeds their minimum job requirements are eligible to receive an incentive pay increase and shall be considered as reportable special compensation for each certificate received in accordance with Agency policy. Certificates must be recognized by CWEA, State Water Resource Board and NCCCO.

1. For Employees hired prior to July 1, 2017:

- a. Full-time continuous employees receiving education certification one step or higher above their existing job classification will be eligible to receive a 2.5% of base pay reported as special compensation.
 - Any Grade III employees may receive an additional 2.5% of base pay reported as educational incentive if they obtain a certification two-steps above their existing job classification (i.e., Grade III Operator with a Grade V certification), as approved by the General Manager. Employees must first make application to their supervisor to be eligible to participate in the incentive program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.
- b. Employees will receive a 2.5% of base pay reported as special compensation upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.

2. Employees hired on or after July 1, 2017, will only be eligible for additional pay certification as follows:

- a. Employees will receive a one-time lump sum educational incentive of \$800.00 payment on achieving a Grade 2.
- b. Employees will receive a one-time lump sum educational incentive of \$800.00 payment upon receiving a NCCCO Crane Certification; and legal ability to drive a crane.
- c. Employees will receive a one-time lump sum educational incentive of \$1200.00 payment upon achieving a Grade 3 or higher certification.

D. STANDBY PAY

1. When Field Personnel have been designated to be on standby duty after their normal workday, they shall be compensated at a rate of \$500.00 per week for any employee in Operations or Maintenance that covers SOCWA facilities as assigned in addition to their regular pay.
2. Standby duties require an operations employee to be available upon forty-five (45) minutes' notice, on a twenty-four hour basis.

Maintenance and Electrical employees to report within 90-minutes.

3. A mobile phone will be provided for **all** personnel. Employees will be responsible for the mobile phone while in his/her possession and must replace it if lost.
4. When any employee is called back to work without prior notice, and the employee has completed their normal work shift and left the plant, the employee shall receive a minimum of two (2) hours call back pay. The two (2) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half times the employee's regularly hourly rate.

E. COMPENSATORY TIME OFF

Non-exempt employees may accrue up to 45 hours of compensatory time off ("CTO") in lieu of overtime compensation. Employees electing CTO in lieu of overtime compensation must indicate it on their time card. Use of compensatory time off must be pre-approved by the employee's supervisor and cannot be cashed out except upon termination of employment.

Date: _____

Date: _____

Matt Collings
Chairperson, Board of Directors
South Orange County Wastewater
Authority

Daniel Grilley, SEA President

For South Orange County Wastewater
Authority Employee Association

Charles Barfield,
General Manager
OCEA

EXHIBIT "A" SOCWA

SOCWA EMPLOYEE ASSOCIATION SEA REPRESENTED CLASSIFICATIONS

Operator III
Operator II
Operator I
Operator in Training

Maintenance Mechanic III
Truck Driver / Maintenance Mechanic II
Maintenance Mechanic I
Maintenance Mechanic I

O & M Inventory / Purchasing Specialist

Sr. Electrician / SCADA Technician Maintenance Mechanic III
w/Co-gen Electrical / Instrumentation Technician

Laboratory Technician III
Laboratory Technician II
Laboratory Technician I
Laboratory Aide/Sampler
Laboratory Q&A Specialist