



**BEAUMONT CHERRY VALLEY WATER DISTRICT
AGENDA
MEETING OF THE PERSONNEL COMMITTEE
Monday, December 29, 2008 AT 3:00 PM
560 Magnolia Avenue, Beaumont, CA 92223**

CALL TO ORDER, ROLL CALL

PUBLIC INPUT

PUBLIC COMMENT: Anyone wishing to address the Board of Directors on any matter not on the agenda of this meeting may do so now. Anyone wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a "Request to Speak" form and give it to the Secretary at the beginning of the meeting. The forms are available on the table at the back of the room. There is a three (3) minute limit on public comments. Sharing or passing time to another speaker is not permitted. Please do not repeat what was said by a previous speaker except to note agreement with that speaker. Thank you for your cooperation.

1. Personnel Committee

- a. Review and consider the intent of the current employee Memorandum of Understanding (MOU) concerning articles 2 and 25 as both articles relate to recent requests for education reimbursements **
- b. Review current employment agreement dated January 28, 2008**

2. Directors – Observations and Recommendations

ADJOURNMENT

** Information included in the agenda packet

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call Blanca Marin Executive Assistant, at (951) 845-9581 Ext. 23 for assistance so the necessary arrangements can be made.

The agenda material for this meeting is available to the public at the District's Administrative Office which is located at 560 Magnolia Avenue, Beaumont, CA 92223. If any additional material related to an open session agenda item is distributed to all or a majority of the board of directors after this agenda is posted, such material will be made available for immediate inspection at the same location.

This memorandum of Understanding (MOU) entered into this ____ day of _____ 2006, is by and between the Beaumont Cherry Valley Water District, hereinafter referred to as the "District", and the Beaumont Cherry Valley Water District Employees Association, Hereinafter referred to as the "Association".

It is understood and agreed by both parties that this Memorandum Of Understanding will be retroactive to January 1, 2006.

Article 1

Recognition

The District hereby recognizes The Association as the sole and exclusive bargaining agent for the following classifications:

- Account Clerk 1
- Account Clerk 2
- Customer Service Representative/Backflow Specialist
- Inventory Control Specialist
- Lead Inspector
- Production Maintenance 1
- Production Maintenance 2
- Production Maintenance 3
- Water Utilityman 1
- Water Utilityman 2
- Water Utilityman 3

Should additional classifications be added during the term of this agreement, the District and the Association shall meet to ascertain if added classifications should be included in the bargaining unit.

Article 2

Management Rights

The Association recognizes that the District and its representatives have the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the District to the full extent authorized by law.

The District is conceded to have the right to make technological improvements, to assign work not expressly covered by the job descriptions, to determine normal working hours, and to schedule accordingly.

New employees with a date of hire after January 1, 2001 shall pay 7% of their regular salary towards the retirement plan. The District and employees agree the District will pay the entire 7% for all employees hired prior to 2001.

Article 25

Job Related Instruction

The District agrees to reimburse the full cost of any District work related course of instruction or study that Bargaining unit members may attend. Reimbursement will only occur upon successful completion of the course with a passing grade and appropriate certification if applicable.

Pursuant to Article 2 of the MOU the District retains the right to approve any and all courses of study prior to attendance by the Bargaining Unit Employee.

Article 26

Bereavement Leave

Two (2) days off with pay for death of employee's / spouse's parents. Four (4) days off with pay for death of employee's spouse or children.

Article 27

Total Agreement

This Memorandum of Understanding represents the total agreement of the parties. All previous Memoranda of Understanding, personnel policies or practices relating to the scope of representation, as defined in the Meyer-Millias-Brown Act, are declared null and void in their entirety.

Article 28

Term of Agreement

This agreement shall remain in full force and effect from January 1, 2006 until December 31, 2008.

Article 29

Savings Clause

Should any provision of this agreement, or any application thereof, be unlawful by virtue of any federal, State or Local Laws and regulations, such provision of this agreement shall be effective and implemented only to the extent permitted by such laws and regulations. In all other respects, the provisions of this agreement shall continue in full force and effect for the life thereof.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 28 day of January, 2008 ("Effective Date") by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency of the State of California, ("District"), and BRYAN WILFLEY, an individual and employee of District, ("Employee"). District and Employee are sometimes referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. District is an irrigation district, organized pursuant to the Wright Act of 1897 and existing pursuant to California Irrigation District Law, California Water Code §20500, et. seq.
- B. Employee is currently employed by District as an Engineering Technician.
- C. Employee would like to continue his education and become a licensed Engineer.
- D. District finds that having an employee in house with additional engineering knowledge would be important and beneficial to District.
- E. District is interested in paying for classes and books for Employee to become a licensed Engineer.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. All of the above recitals are hereby incorporated by reference to the same extent as though herein again set forth in full.
- 2. Beginning with the Effective Date of this Agreement, District will pay seventy-five percent (75%) of tuition, books and necessary materials, up to a maximum of Five Thousand Dollars (\$5,000.00) per academic year, for engineering courses at a community college or university in which Employee is enrolled as a full time student and which has been approved by both Parties. Employee shall be concurrently employed by District while a full time student. "Full time student" shall mean enrolled in twelve (12) or more units per semester or quarter, depending on the approved term of the school.
- 3. District shall not reimburse Employee for courses or textbooks in a semester or quarter where Employee is not enrolled as a full time student unless there is prior written agreement between the Parties for each individual semester or quarter in which Employee does not meet full time student status.
- 4. Employee may use a District vehicle for transportation to and from classes related to this agreement.
- 5. District will not reimburse Employee for any mileage, food or lodging related to this agreement, whether in Employee's personal vehicle or in a District vehicle.

6. Should District make a payment pursuant to this Agreement and Employee register as a full time student during any quarter or semester and at some time during said quarter or semester employee wishes to reduce the number of units such that Employee is considered a part time student, Employee must receive written approval from District, which approval will be in the sole and absolute discretion of District, prior to reduction of the number of units being taken by Employee.
7. From and after the Effective Date, Employee will provide proof of enrollment in each engineering course taken and a receipt for the required textbooks, upon which District will cause payment to be made to Employee for courses and required textbooks.
8. Employee is required to work full time for District. "Full time" is defined as forty (40) hours each week. Employee will prepare and provide, prior to each pay period, a work schedule for approval at the sole and absolute discretion of the District Engineer.
9. Employee will be paid one and one-half (1 ½) times Employee's regular hourly rate for work approved by the General Manager of District, which exceeds eight (8) hours in one day or forty (40) hours in one week.
10. Employee will provide written proof to District, in the form of a semester or quarter grade report, whichever is provided by the school, of the adequate completion of each course for which a payment was made by District. Adequate completion shall constitute a final grade of "C" or above.
11. Employee is expected to have completed his coursework within five (5) years of Effective Date. In the event that Employee has not completed the required coursework within five (5) years of Effective Date, Employee will reimburse District for any and all expenses paid by District as part of this Agreement.
12. In the event Employee terminates his employment with District fewer than 5 years after receiving his engineering license, or having two (2) or more consecutive semesters where Employee fails to be enrolled in full time coursework, Employee will reimburse any and all expenses provided by District as part of this Agreement.
13. In the event that Employee fails to become a licensed engineer within five (5) years of the last required course taken by Employee, Employee will reimburse any and all expenses provided by District as part of this Agreement.
14. Upon the occurrence of events in Paragraphs 11, 12 or 13, the terms of this Agreement terminate, with the exception of Paragraph 15, which survives the termination of any and all other portions of this Agreement.
15. If repayment is required by Employee pursuant to Paragraphs 11, 12 or 13 then repayment will be governed by the following provisions:
 - a. Payment will be due on the first (1st) day of the month, commencing with the first (1st) full month after the event in Paragraph 8, 9 or 10 causing repayment.

- b. Payment amounts will follow an amortization schedule of five (5) years at an interest rate on the principal amounts due of ten percent (10%) per annum.
 - c. It is understood that any interest due hereunder shall be calculated on the basis of a three hundred sixty-five (365) day period and the term “per annum” means said three hundred sixty-five (365) day period.
 - d. Despite any other provision of this Agreement, in no event will the amount paid or agreed to be paid to the District as interest hereunder, exceed the highest lawful rate applicable to this Agreement. If District ever receives interest in amounts which exceed the highest lawful rate applicable to this Agreement, such amount will be applied to the reduction of unpaid principal.
 - e. If the payment is not paid within fifteen (15) days from the due date, Employee shall pay District ten percent (10%) for each payment due as an administrative processing charge. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative cost that District will incur by reason of the late payment by Employee. Acceptance of any late charge shall not constitute a waiver of Employee’s default with respect to the overdue amount or prevent the District from exercising any of the other rights and remedies available to District.
 - f. Any principal amount may be prepaid at any time without penalty.
 - g. Any payments received from Employee will be applied in the following order: first, to any fees due for late payments due hereunder; second, to accrued and unpaid interest; and third, to any principal amount.
 - h. The terms of this Paragraph survive the termination of any and all other Paragraphs of this Agreement.
16. In the event of failure to make any payment required pursuant to Paragraph 15 of this Agreement, District may, without notice or demand, declare the entire principal sum immediately due and payable.
 17. To induce District to execute this Agreement, Employee covenants that Employee will continue on as an employee with District for a minimum period of five (5) years after becoming a licensed Engineer.
 18. Upon Employee’s successful completion of the required coursework and Employee successfully passing his licensing examination and receiving his engineering license, the Parties will renegotiate the salary of Employee.
 19. Employee is solely and completely responsible for any and all tax consequences caused by the payment of the course tuition and books provided for in this Agreement.
 20. The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not

require District to take any legislative action or exercise its discretion in any particular manner.

21. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written; to the extent such prior communications and agreement are not consistent with this Agreement.
22. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.
23. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

Charles Butcher
Beaumont-Cherry Valley Water District
P.O. Box 2037
Beaumont, CA 92223

If to Employee:

Bryan Wilfley

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

24. This Agreement and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
25. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California.

- 26. This Agreement may be modified only by another written instrument duly authorized and executed by both Parties.
- 27. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
- 28. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.
- 29. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the Parties hereto.
- 30. This Agreement shall not be extinguished or altered in any way, by any Party without the prior written consent of the District.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DISTRICT:

BEAUMONT-CHERRY VALLEY
WATER DISTRICT, a public agency
of the State of California

By: 

Its: _____

EMPLOYEE:

BRYAN WILFLEY

By: 