



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

PERSONNEL COMMITTEE MEETING AGENDA
Monday, April 19, 2021 - 5:30 p.m.

TELECONFERENCE NOTICE

*This meeting is hereby noticed pursuant to
California Government Code Section 54950 et. seq. and
California Governor's Executive Orders N-29-20 and N-33-20
Personnel Committee members will attend via Zoom video conference*

To access the Zoom conference, use the link below:
<https://us02web.zoom.us/j/84318559070?pwd=SXlzMkZCMGh0YTFlL2tnUGlpU3h0UT09>

To telephone in, please dial: (669) 900-9128
Enter Meeting ID: 843 1855 9070
Enter Passcode: 113552

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

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

Call to Order: Chair Covington

Announcement of Teleconference Participation

Roll Call

	John Covington
	Andy Ramirez

	David Hoffman (alternate)
--	----------------------------------

Teleconference Verification

Public Comment

PUBLIC COMMENT: RAISE HAND OR PRESS *9 to request to speak when prompted. At this time, any person may address the Personnel Committee on matters within its jurisdiction which are not on the agenda. However, non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting. **Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

1. **Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
 - a. Item(s) to be removed or continued from the Agenda
 - b. Emergency Item(s) to be added to the Agenda
 - c. Changes to the order of the agenda
2. **Acceptance of Personnel Committee Meeting minutes:**
 - a. March 22, 2021 (pages 4 - 10)

ACTION ITEMS

3. **Update on the Status of the Memorandum of Understanding (MOU) with the Employee Association** (pages 11 - 30)
4. **Policies and Procedures Manual Updates/Revisions** (pages 31 - 35)
 - a. 3000 Employee Status
 - b. 3001 Employee Information and Emergency Data
 - c. 3002 Employee Groups
5. **Annual Report: Workforce Demographics and Community Demographics** (pages 36 - 38)
6. **Human Resources Department Report for the Period of March 15, 2021 - April 11, 2021** (pages 39 - 41)
7. **Report / Update from BCVWD Employees Association**
8. **Action List for Future Meetings**
 - *Employee Association topics*
 - *Policy manual updates*
 - *Safety updates and improvements, and new procedures*
 - *Workshop/Training options for staff and/or management to provide certification*
9. **Next Meeting Date: May 17, 2021**

Adjournment

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Personnel Committee of the Board of Directors are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District website: www.bcvwd.org.

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Regular Meeting Agenda may be made up to 72 hours before the Committee Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 24 hours prior to the Committee Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the District Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The District Office may be contacted by telephone at (951) 845-9581, email at info@bcvwd.org or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING

I certify that on or before 5:29 p.m. April 16, 2021, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54956(a)).

**William
Clayton**

Digitally signed by William Clayton
DN: cn=William Clayton, o=Beaumont-
Cherry Valley Water District, ou,
email=william.clayton@bcvwd.org, c=US
Date: 2021.04.15 13:29:47 -07'00'

William Clayton
Acting Director of Finance and Administration



BEAUMONT-CHERRY VALLEY WATER DISTRICT AGENDA

560 Magnolia Avenue, Beaumont, CA 92223

MINUTES OF THE PERSONNEL COMMITTEE MEETING

Monday, March 22, 2021 at 5:30 p.m.

*Meeting held via teleconference pursuant to
California Government Code Section 54950 et. seq. and
California Governor's Executive Orders N-29-20 and N-33-20*

CALL TO ORDER

Chair Covington called the meeting to order at 5:33 p.m.

Announcement of Teleconference Participation

Director of Finance and Administrative Services Yolanda Rodriguez clarified that this meeting is conducted via teleconference pursuant to California Government Code Section 54953, and under Executive Order N-29-20 and N-33-20 of the Governor of California.

The teleconference capabilities of this meeting have been identified in the Notice and Agenda for this meeting, pursuant to the Brown Act and the Governor's Executive Order. Under the Governor's Executive Order and the Gathering Guidelines of the California Department of Health due to the danger of COVID-19, the teleconference locations are not publicly accessible. The public's right to comment and participate in the meeting is being assured via teleconference capabilities.

The Beaumont-Cherry Valley Water District (BCVWD) will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to meetings.

Attendance

<i>Directors present:</i>	<i>Ramirez, Covington</i>
<i>Directors absent:</i>	<i>None.</i>
<i>Staff present:</i>	<i>General Manager Dan Jagers Director of Finance and Administrative Services Yolanda Rodriguez Human Resources Coordinator Sabrina Foley Assistant Director of Operations James Bean Field Superintendent Knute Dahlstrom Crew Leader Mike Morales Water Utility I Jeremy McCarty Administrative Assistant Lynda Kerney</i>
<i>BCVWD Employee Association reps:</i>	<i>Erica Gonzales Dustin Smith Julian Herrera</i>

Director of Finance and Administrative Services Yolanda Rodriguez verified that all members of the Personnel Committee and staff have indicated that they are able to hear the other directors clearly on the teleconference. No committee members or staff expressed any reason to believe, based on voice recognition or otherwise, that those persons representing themselves to be committee members are not truly so.

PUBLIC INPUT: *None.*

ACTION ITEMS

1. Adjustments to the Agenda: None.
2. Approval of the February 22, 2021 Meeting minutes

The Committee accepted the minutes of the February 22, 2021 Personnel Committee meetings by unanimous vote.

MOVED: Ramirez	SECONDED: Covington	APPROVED
AYES:	Covington, Ramirez	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

3. Update on the status of the Memorandum of Understanding (MOU) with the Employee Association

Ms. Foley reminded the Committee that the current MOU is approved through December 31, 2021 and the General Manager is the Chief Negotiator for the District as established in the GM's employment agreement. This is the pre-bargaining stage and negotiations have not yet commenced, she advised.

Ms. Foley noted that a Request For Proposals has been published for the Classification Study and bids are due April 26. A separate RFP will be sent out for a Compensation Survey, she said. In addition, analysis will be conducted on both financial and human resources levels, she said. Once the information is compiled, there will be a Closed Session presentation to the full Board.

In response to Chair Covington, Ms. Foley assured that the Classification Study and Compensation Survey had been budgeted and explained that the Classification Study must be completed first.

Director Ramirez said he appreciated that this was moving forward. GM Jagers added that the Board made a commitment to the employees at the last MOU negotiation to do the studies again and to assure that the work is done by an outside entity to assure fairness and transparency.

Chair Covington invited public comment and comment from the employees. There were no comments.

4. Policies and Procedures Manual updates / revisions

Human Resources Coordinator Sabrina Foley presented Section 2000 proposed policies contrasted with current policies, including a new policy “Whistleblower Protection.” She noted they have been approved by legal counsel, who recommended that the current Affirmative Action policy be replaced by the Equal Opportunity Policy.

Ms. Foley introduced the Policy Tracking worksheet and explained the re-arrangement of policy locations within the manual. She detailed revisions to the policies on Equal Opportunity, Access to Personnel Records, Harassment, and Sexual Harassment, and explained the new Whistleblower Protection Policy as recommended by legal counsel.

Ms. Foley responded to Committee member questions. Chair Covington commented on the refresh of the Harassment Policy to include additional protected classes. Director Ramirez asked about protections from false allegations. Ms. Foley explained that procedures include the right of the accused to issue a statement during an investigation, and the policy prevents any type of retaliation against the reporting party. Any situation may be referred to legal counsel, she noted.

Chair Covington concluded that the Committee has now reviewed enough policy items to move forward a package to the full Board.

Chair Covington moved acceptance of proposed Policy Section 2000 to the full Board of Directors for consideration of approval.

MOVED: Ramirez	SECONDED: Covington	APPROVED
AYES:	Covington, Ramirez	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

General Manager Jagers pointed out that the Table of Contents works well and provides a great road map.

Chair Covington invited public comment. There was none.

5. Status of Implementation of HR Dynamics Recommendations from the Human Resources Assessment of 2019

Human Resources Coordinator Sabrina Foley explained background on the assessment which provided 208 recommendations of varying complexity for the human resources function. It was estimated the implementation of the recommendations would take five years, she said. The Board had recently recommended an update be presented to the Personnel Committee, she said.

The 208 recommendations were organized by category and priority level, she advised. Some are dependent on completion of other tasks such as the Classification Study, Foley continued. So far, the District has implemented 129 of the recommendations (62 percent) and implementation of the entire list is on track for the five-year timeline in 2024, she reported. There is no fiscal impact yet, she noted.

Chair Covington acknowledged the 62 percent completion. Director Ramirez pointed out that it has been an overall positive experience having HR Dynamics and said it is healthy to continue to vet the policies through the Personnel Committee.

6. Report from Human Resources Department

Ms. Foley reviewed the report. She noted that a temporary customer service position was hired for the AMR/AMI project, and one employee was promoted.

Ms. Foley noted that Engineering Week was celebrated last month, and a newsletter was sent to staff. She briefed the Committee on current legislative action.

Chair Covington invited comment. There was none.

Items 7 and 8 were taken out of order.

7. Report / Update from BCVWD Employees Association

Production Maintenance II Dustin Smith advised that the employee group had compiled three options for requested changes to the Incentive Policy and was submitted to the employees for vote. Not all responses were received by the Monday deadline to be shared at this meeting, he stated. Whichever option receives the majority vote will be submitted, he said.

Mr. Jagers explained the procedure for requested changes to the Memorandum of Understanding (MOU) and said he appreciated the early action. Ms. Foley added that the negotiations meetings will not be public meetings, but concerns may be brought to the Personnel Committee and will be matters of public record. The Personnel Committee may make recommendations to the full Board, she continued, and encouraged the employee group to continue to do the pre-negotiation work.

Chair Covington suggested communicating the process to the employee representatives to ensure understanding.

Ms. Erica Gonzales advised that the Association is continuing to perform due diligence and has a list of concerns from the employees.

8. District Residences and Emergency Facility Policy and Properties

- a. District Residences and Emergency Facility Policy revision
- b. Draft Occupancy and Employment Agreement
- c. Cost analysis
- d. Sample Scope of Work

General Manager Jagers provided a summary of discussion and noted that the two remaining issues are the market value of the houses and the benefit of having employees living there, and whether water service should be provided or charged to the employee-occupant.

Mr. Jagers said he examined 2021 water utility costs and detailed the analysis for the Committee. Indoor use at equivalent residential units is provided in a table in the staff report and totals \$26.07 per month, he explained. The total includes 16 ccf of consumption, the meter cost, SCE pass-through cost, and imported water pass-through cost, Jagers explained.

Chair Covington directed the discussion to the Scope of Work (SOW) and the baseline value of the work and formula for determining the value of the work. He reminded the Committee that the previous analysis of comparable rentals to determine the rental value of a residence was done in September 2020 and is now six months old. He noted that the value of the Scope of Work would be deducted from the baseline to determine the monthly maintenance fee to be contributed by the employee-occupant. Chair Covington recommended that staff bring back current data on like parcels to determine a baseline rental value of the District-owned residences.

Mr. Jagers pointed to the estimates for the work that could be done by the employee-occupants. Each employee-occupant would have a different function in the SOW, tailored to their capabilities. He shared an example of a Call-Out Log showing typical work activities that transpired, noting that employees had responded to a building flooding and made repairs, and escorted trespassers from the Well 6 site.

Chair Covington pointed out that if an employee-occupant moves out, there would be no one to cover the SOW. He posited that the SOW is to ensure the security of the canyon and make sure that the District's facilities are not vandalized. Jagers explained the security components and gave further examples of activities such as addressing / clearing illegal dumping, and starting and stopping of wells over the weekend. The SOW would include activities specific to facilities in the canyon and the latent and active security measures, he said.

Crew Leader Mike Morales advised that it was employees who alerted the fire department to the recent forest fires and General Manager Jagers added that employees residing in the District residences and field staff have provided proactive response. Chair Covington redirected discussion to the SOW of routine maintenance events. He pointed out that the Board of Directors does not fully understand what the employee-occupants are addressing on a day-to-day basis and needs to hear about that to help define their roles and their duties as employee-occupants of the District homes.

Chair Covington emphasized the need for the SOW and comparable rentals as a baseline. He reiterated that use of employees' fully-burdened rates in the formula includes all benefits, and suggested that may be double-dipping and only an hourly rate should be used in the analysis. Covington suggested that the Committee should be looking at a percentile of the base fair market rent of the house contrasted with the SOW, such as 60-40. He acknowledged that it would be difficult to include all activity detail in a SOW and the employee-occupants are likely doing more. He acknowledged that the Committee has been discussing this for a long time, and it is down to the money part of the issue.

In response to Director Ramirez, Chair Covington indicated that he would like to continue discussion at the next meeting as there is not yet a SOW available and the analysis data is six months old. He said he would like to assure the most current information is taken to the Board.

General Manager Jagers explained there are three components to the SOW with active and passive activities. Every employee-occupant provides a passive security measure by their presence on site, and active security measure by monitoring and making contacts, he said. Active measures include cleaning up of trash, and work-related activities. He shared additional items from the Call-Out Log to demonstrate value that is difficult to quantify in a way that is reportable to the Board and acceptable to the Personnel Committee.

Chair Covington agreed there are too many variables and said it may not be possible to tie a number to it and quantify. He stated that he wants to see a SOW with what duties employees are doing on a regular basis, excluding "fluff," that will lead the Board to determine that the amount of rent at the District-owned residences should be reduced. Mr. Jagers reiterated security and operations; Chair Covington requested other categories of activities that occur on a regular basis.

Mr. Smith asked what the recourse would be if the employee-occupant was not performing the duties in the SOW. Chair Covington indicated that has been one of his concerns. Mr. Jagers answered that it would be under the purview of management; Covington concurred and said there must be a check and balance and a tracking mechanism.

Mr. Jagers reminded the Committee that a goal is not to create a taxable fringe benefit; that this is about value of the employee-occupants. He advised that there is a number determined for operations and maintenance costs as part of the equation of what monthly maintenance fee is reasonably collectible. From there, the determination is what is fair and reasonable to be traded for duties and activities, he said. He discussed the dynamic situations and difficulty quantifying the passive and active security activities, and the operations activities.

Director Ramirez said he appreciated the value assigned to the employee-occupants but acknowledged the potential viewpoint of the public that they are also doing their part, but their water charges are not being reduced. He said the employee-occupants are providing service but questioned if the service is worth the discounted rent and asked what is really fair for everyone.

Mr. Jagers indicated he understood. He contrasted the security activities of the employee-occupants to the cost of private security for the properties. Whether quantified generally or specifically, the work is still taking place, Jagers said. He requested a defined path forward on the outstanding water charge issue and the monthly maintenance fee issue.

Production Maintenance II Dustin Smith suggested installing water meters on the residences to monitor use and calculate water losses. Mr. Jagers agreed the houses would be metered. He noted the need for policy determinations of whether and how much to charge the employee-occupants for water. Mr. Smith suggested that if it is decided not to charge for outdoor use, the irrigation could be tied in before the meter.

In response to Chair Covington, Mr. Jagers indicated that he understood action items moving forward were to update the comparable rentals data, and produce a SOW, but advised that as directed, there is no way to quantify some activities. Covington directed Mr. Jagers to do his best to tie a number to the activity. Covington further directed staff to use costs of unarmed private security for comparison and clarified that his suggestion of a 60-40 percentage was a hypothetical.

Covington acknowledged the concern of Mr. Smith and said there should be a way to assure the work is being done, such as submission of a monthly activity log, and consequences if work is not performed. Mr. Jagers added that there is value that is subjective and hard to quantify.

Chair Covington noted that this is an effort to correct 20 years of bad policy and may not hit every mark. If the Board approves the policy, Covington continued, a commitment can be made that the policy will be reviewed in 12 months and adjustments made to things that are not working. Jagers suggested an audit at the six month and 12-month interval to determine how it is working.

Chair Covington emphasized a commitment to the employee-occupants to turn the District residences into livable domiciles and opined that the houses are not currently so. There must be a funding mechanism to keep those houses in repair or they will deteriorate, which is where all this started, he said. He said he had requested of Finance staff to earmark and carry over the funds collected to make the needed improvements on the residences. Ms. Rodriguez assured Covington that his request is being implemented and a fund balance is being established.

Chair Covington invited comment. There was none.

9. Action List for Future Meetings

- *Employee Association topics (none added)*
- *Policy manual updates (ongoing)*
- *Safety updates and improvements, and new procedures*
- *Workshop/Training options for staff and/or management to provide certification*

10. Next Meeting Date:

Monday, April 19, 2021 at 5:30 p.m.

ADJOURNMENT: 7:31 p.m.

Attest:

DRAFT UNTIL APPROVED

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



**Beaumont-Cherry Valley Water District
Personnel Committee
April 19, 2021**

Item 3

STAFF REPORT

TO: Personnel Committee of the Board of Directors

FROM: Sabrina Foley, Human Resources Coordinator

SUBJECT: **Update on the Status of the Memorandum of Understanding (MOU) with the Employee Association**

Staff Recommendation

No recommendation, for informational purposes only.

Background

The current Memorandum of Understanding (MOU) with the recognized Employee Association was adopted on December 13, 2017 and is effective from 1/1/2018 through 12/31/2021. The General Manager is the designated Chief Negotiator for the Beaumont-Cherry Valley Water District, as established by the General Manager's employment agreement.

Pre-bargaining analysis will require the completion of two projects: a Classification Study and a Compensation Survey. These projects are budgeted with the HR department for the 2021 fiscal year and may take several months to complete. As such, staff recommended that a consultant contract be executed as soon as possible in order to maintain the necessary timeline.

At the January 25, 2021 Personnel Committee, the Committee recommended that the Board of Directors begin the process for MOU negotiations, and prepare to execute a consultant contract for a Classification Study and Compensation Survey projects. The Committee agreed to have the consultant contracts for these projects submitted to the Board to expedite the projects.

The existing MOU with the Employee Association will need to be re-negotiated prior to the expiration of the existing document. There are several factors contributing to the negotiation and budgeting process:

1. Pre-Bargaining Analysis
 - a. Classification Study
 - b. Compensation Survey
 - c. Financial/Economic Analysis
 - d. Human Resources Analysis
2. Closed Session, Full Board of Directors
 - a. In Closed Session, the Board will receive the results of Pre-Bargaining Analysis.
 - b. The Board provides direction to the Chief Negotiator
3. Negotiation Meetings and Closed Session Updates
 - a. Negotiation meetings will commence.
 - b. The Chief Negotiator will update the Board of Directors, in Closed Session, about the progress of negotiations and receive additional instructions.
4. Tentative Agreement



- a. The Chief Negotiator will have the authority to reach a tentative agreement with the Employee Association.
 - b. A draft of the proposed MOU will be reviewed by the Employee Association and legal counsel.
5. Board Approval and Adoption
 - a. If approved by legal counsel and the Board of Directors, the Board will adopt the revised MOU in Open Session.

Summary

District staff have begun conducting stage one of the negotiation process, which consists of pre-bargaining analysis. This stage requires staff to conduct a Classification Study and Compensation Survey project, conduct financial and economic analysis, and conduct personnel data analysis to be presented to the Board in Closed Session at a future date, to be determined.

Staff published a Request for Proposals (RFP) for the proposed Classification Study on March 11, 2021, with the following project timeline parameters:

- Proposals due: April 26, 2021
- Evaluation and possible interview: April 26-30, 2021
- Presentation to Board of Directors for approval: May 12, 2021
- Tentative Start Work Date: May 13, 2021
- Draft Report Due: July 15, 2021
- Final Report Due: July 29, 2021

Staff sent the RFP directly to six experienced and reputable consultants and published an advertisement in the local newspaper to invite proposals. Staff will publish a separate RFP for the Compensation Survey to follow, so that the results of the Classification Study can appropriately inform the Compensation Survey process to ensure thorough and accurate results.

Additionally, staff have begun conducting internal Human Resources analysis in preparation to advise the Board on personnel metrics that may affect negotiations, such as turnover rates and benefits information.

Fiscal Impact

Not yet determined.

Attachments

1. 2018-2021 Memorandum of Understanding (MOU)

Staff Report prepared by Sabrina Foley, Human Resources Coordinator

MEMORANDUM OF UNDERSTANDING
BETWEEN
BEAUMONT-CHERRY VALLEY WATER DISTRICT
AND
BEAUMONT-CHERRY VALLEY WATER DISTRICT
EMPLOYEE ASSOCIATION

2018-2021

This memorandum of Understanding (MOU) entered effective the 1st Day of January, 2018 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".

Duration

This Memorandum of Understanding hereinafter referred to as (MOU) shall become effective the 1st Day of January, 2018 and shall remain in full force and effective the 31st Day of December 2021.

Article 1

Recognition

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

Customer Service Representative Trainee
Customer Service Representative I
Customer Service Representative II
Customer Service Representative III
Production Maintenance I
Production Maintenance II
Water Utility Person I
Water Utility Person II
Water Utility Person III
Transmission & Distribution Supervisor
Production Supervisor
Recycled/Non-Potable Water Supervisor

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

Provisions of Law

It is understood and agreed upon, that this MOU is subject to all current and future applicable and state law, and federal and state regulations. If any part of the provisions of this MOU 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 the provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

Article 3

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.

Except as expressly limited by the provisions of this MOU, all managements rights, including the control, direction, and supervision of all BCVWD operations and personnel are vested in the District. Such functions include, but are not limited to, the right to hire new employees; direct staff; determine the types and the services to be provided; hire outside companies and/or vendors to perform services; increase and/or decrease the amount of work available; schedule and assign work; determine the number of work shifts and hours of work; sub contract work; determine the types of work to be performed; establish and enforce jobs standards and qualifications; conduct and implement safety regulations; determine job content; change materials, processes, services, equipment, jobs, operations, locations and the number and types of facilities. The District also retains the right to hire, transfer, promote, demote, lay off, recall, discharge, suspend and discipline for just cause.

Article 4

Employee Rights

Employees shall be free of restraint, intimidations and coercion as a result of the exercise of their rights as guaranteed by this agreement.

Article 5

No Strike or Lock Out

During the term of this MOU, the employees and representatives, including but not limited to, BCVWD employees will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slow down, concerted stoppage of work, sick out, or any disruption of the operations of the District, regardless of the reason for doing so. Any employee engaging in such activity prohibited by this MOU, 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 MOU, the District will not institute lockout over dispute with the employees so long as there is no breach of the above no-strike provisions.

Each employee who is an officer of the Association occupies a position of special trust and responsibility in maintaining the bringing about of compliance with the provisions of this MOU. Accordingly, such employees agree to inform District employees of their obligations under this agreement and to direct them to return to work in the event of any work stoppage, slow down, sick out, or other disruption of District operations.

Article 6

Agendas

Agendas of BCVWD will be furnished to Association at no charge.

Article 7

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 District provides reasonable accommodation to employees with disabilities. Accordingly, the District is permitted to take all actions necessary to comply with the ADA and FEHA.

Article 8

Non Discrimination

The provisions of this agreement shall apply to all persons covered by this agreement without discrimination on account of sex, race, color, political affiliation, age, national origin or creed, nor, will there be discrimination in respect to hiring and retention.

Article 9

Employee Evaluation

Performance evaluations shall be in writing on forms prescribed by the General Manager or his/her designee. Said evaluations shall provide recognition for effective performances and also identify areas that need improvement. In addition to providing scaled scores in each performance and characteristic category, the evaluator will also provide a narrative explanation of the reason for each score. Performance evaluations shall be signed by the evaluator and shall be discussed with the employee. The employee will be provided an opportunity to prepare a written response to the evaluation that will be attached to the evaluation for inclusion in his/her personnel file. Employee responses are to be filed within 30 calendar days, unless an extension for unusual circumstances is granted by the General Manager.

Article 10

Normal Work Day

1. The District may establish alternate work schedules for Association employees in the following manner:

Production Operators (On Call): In order to provide for the monitoring of system facilities, respond to system failures and customer service calls after hours and during weekends and holidays the alternate schedule for designated production operators will continue, subject to Option B Work Schedule, Standard, described below. The Option B Work Schedule begins at 6:30 A.M. continuing to 3:00 P.M. Tuesday through the following Thursday (10 consecutive days) followed by three (3) consecutive days (Friday through Sunday) off.

Upon returning to work after the on-call rotation (Option B Work Schedule), the employee shall work two consecutive weeks subject to the Option A Work Schedule (4/10) until his/her next scheduled stand-by. Employees are assigned different starting weeks to provide weekend coverage.

Option A Work Schedule (4/10): The normal work day is defined as ten (10) hours of work plus an unpaid one half (1/2) hour lunch break followed by thirteen and one half (13 1/2) hours of rest for all employees. Employees would work four (4) ten (10) hour days and be off for three (3) days.

Option B Work Schedule: The on-call work day is defined as eight (8) hours of work plus an unpaid one-half (1/2) hour lunch break. 10 consecutive days, as described above.

Overtime shall be in accordance with Article 12, herein.

Paid Time Off: Employees scheduled under Option A above shall be charged at the rate of ten (10) hours per day for vacation and sick leave.

2. Effective January 1, 2018, Option A will be implemented for all staff except for designated production operators, with the understanding that any one of the options listed above may be implemented with fourteen (14) calendar days' notice to all affected employee(s).

Article 11

Normal Work Week

The normal work week shall consist of 168 consecutive hours beginning at 12:00 A.M. Sunday and ending the following Saturday at 11:59 PM.

Article 12

Overtime

Non-exempt employees will receive overtime as required by the Fair Labor Standards Act of 1938, at the rate of time and one half for all hours actually worked in excess of 40 hours in a work week. All overtime is to be approved in advance by the employee's supervisor. Employees shall accurately record all hours worked, neither over reporting nor under reporting. If a non-exempt employee is asked or directed to work hours without accurately reporting them, the employee shall notify the General Manager as soon as possible. All overtime shall be paid on the payday immediately following the pay period in which overtime is worked. Holidays shall not count as timed worked for the purposes of computing overtime.

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

eight (8) hours. If an employee is required to return to work before the minimum rest period of eight (8) hours, that employee shall start the next work shift at time and one half his/her hourly rate for all hours worked until a minimum rest period of eight (8) hours is achieved.

Employee shall accurately record all hours worked, neither over reporting nor under reporting. If a non-exempt employee is asked or directed to work hours without accurately reporting them, the employee shall notify the General Manager as soon as possible. All overtime shall be paid on the payday immediately following the pay period in which overtime is worked. Holidays shall not count as time worked for the purposes of computing overtime. An employee working on a holiday, that is not scheduled to work said holiday, as part of normal work schedule, shall be paid time and one half their normal hourly rate for hours worked. Any additional hours worked in excess of (12) hours shall be paid at double their normal hourly rate. Employees who are scheduled to work on a District recognized Holiday, shall be paid their regular rate of pay for the holiday and their regular rate of pay for all hours worked and shall also be eligible for overtime as stated above.

It is the intent of the District to make honest efforts to ensure that all full time employees are given the opportunity to work forty (40) hours per week at the employee's normal hourly rate. In the event that an employee's eight (8) hour rest period, between work shifts, interferes with the employee's ability to achieve the working hours of a Normal Work Day, as stated in Article 10, the District reserves the right to:

- A. Schedule the employee to work hours outside of a Normal Work Day, as stated in Article 10, providing there is a need and available work to do so.
- B. Authorize the employee to use vacation time to make up the deficit
- C. Compensate the employee for all hours worked, including overtime, and allow the deficit, without an adverse effect to the employee's full time status and/or benefit compensation.

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

Article 13

Standby and On-Call Duties

Production Operator:

A Production Operator(s) assigned to standby duty for the purposes of being on-call to handle emergency situations arising at times other than normal scheduled working hours, and not as an extension of a regularly scheduled shift, shall be paid a flat fee of one hundred seventy-five dollars (\$175) per on call shift (ten consecutive eight hour days inclusive of the weekend beginning on Tuesday and ending on the next Thursday).

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

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

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

Distribution Operator:

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

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

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

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

Distribution Operators shall be compensated at One hundred seventy-five dollars (\$175) per on call shift (one week) for the standby employee, and one hundred twenty-five (\$125) for the standby helper per on call shift (one week).

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

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

All Standby Employees shall:

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

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

Article 14

Call Out Time

Employees shall be paid a minimum of two (2) hours at the regular overtime rate as defined in Article 12, when called out to work during their normal off duty hours, other than his/her regular shift. No other compensation shall be provided during the initial call-out period in the event other calls for service are received during that period.

A "call-out" occurs when an employee on assigned standby duty is required to return to a District-designated worksite or is otherwise required to commence work following completion of the employee's regularly scheduled work shift and following the employees departure from the worksite at the end of that regular scheduled work shift. Therefore, a "call-out" is not an extension of a regular

scheduled work shift. Where a “call-out” requires the employee to leave their residence and respond to a designated worksite, computation of compensable work hours shall commence with and include travel time to and from the residence and the worksite. Compensable work hours shall also include the time spent on the telephone or other electronic device whereby the “call-out” is assigned and/or efforts by telephone or other electronic device are undertaken to address the subject of the “call-out” (this telephone or electronic device activity shall be included as part of the call out time calculation for any particular item and does not represent a separate call out time period).

Article 15

Equitable Distribution of Call Out Overtime

There will be equitable distribution of call out overtime.

Article 16

Pay Period

The pay period shall commence on Sunday at 12:00 A. M., and continue until 11:59 PM the second Saturday following. Payday shall occur on the Thursday following the end of pay period.

Article 17

Promotions

When the District has an opening in a classification above the entry level for employees covered under the MOU, a notice shall be posted in the break room, located at the District Headquarters and Field Office, five (5) days prior to closing the position. Positions shall be filled on the following basis:

These positions will be filled based on merit, ability to perform in the vacant position and, where applicable, possession of certification/education that is required or desirable for the position. Where the District determines that all other factors are equal, seniority will be the final consideration.

Employees receiving promotions shall serve a six (6) month introductory period in the higher classification. The introductory period will extend from the date of promotion, rather than date of hire. The District reserves the right to hire outside the present workforce.

Article 18

Introductory and Temporary Employees

Introductory Employee. All newly hired employees covered under the MOU serve an introductory period. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The District uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the District may end the employment relationship at-will at any time during or after the introductory period, with or without cause or advance notice.

All new (Including rehired) employees work on an introductory basis for the first six (6) months after their date of hire. Any significant absence will automatically extend the introductory period by the length of the absence. If the District determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended one or more times.

Upon satisfactory completion of the introductory period, full-time employees enter the "regular" employment classification. Successful completion of the introductory period does not guarantee employment for any specific duration or change the at-will status of regular employment.

Temporary Employee. A temporary employee is defined as anyone covered under the MOU who is hired for a period of 999 hours or less.

- i. Employees hired to replace a regular employee covered under the MOU who is on a leave of absence shall be hired as temporary employees unless said leave of absence is in excess of one-hundred- eighty (180) days.

A temporary employee will not be eligible for any fringe benefits including sick leave pay, holiday pay, vacation pay, insurance coverage, jury duty pay, bereavement pay or items of a similar nature, nor will he/she accrue seniority or leave of absence rights.

Article 19

Performing Work Out of Classification

Employees required by their supervisor to work a normal shift in a temporary classification higher than their current classification will be paid a step increase equivalent to five percent (5%) of his/her base pay rate for those hours worked performing the duties of the higher classification. This out of class work shall be clearly identified by the supervisor which will require authorization by the supervisor at the beginning of the normal work shift in which said out of class work is performed.

Should an employee be required to work temporarily in a classification paying less than his/her established rate, he/she will be paid at their normal rate.

Article 20

Layoff and Recall

Should the District be required to reduce the bargaining unit work force for any reason, the following shall be the layoff procedure:

1. Temporary bargaining unit employees shall be laid off first.
2. Should a further reduction be necessary, full-time probationary bargaining unit employees shall be laid off next.
3. Full-time employees shall be laid off last.

The District shall notify an employee of their intention to lay him/her off at least ten (10) working days prior to the date the layoff is to take effect. Recall to work shall be in reverse order of layoff based on

a Re-Employment list that shall expire six (6) months from the date of layoff.

Article 21

Grievance Procedure

A grievance is any alleged violation, or major difference of opinion, as to the interpretation or application of any negotiated agreement, or any law, rule or regulation governing personnel matters.

An employee is entitled to representation in the preparation and presentation of his grievance at any step in the grievance procedure. The grievant is entitled to be released from work for a reasonable period of time in order to present the grievance.

An employee and any representation will be unimpeded and free from restraint, discrimination, interference, or reprisal in seeking appropriate adjustment of a grievance.

Step1: A grievance, as defined above, shall be presented to the immediate supervisor within seven (7) business days of the event giving rise to the grievance. If not presented within the said time requirement, the grievance will be deemed to have been waived. Prior to filing a written grievance, an employee will first discuss the matter with his/her immediate supervisor. The immediate supervisor shall respond, either orally or in writing, within three (3) days of the discussion with the employee concerning the matters giving rise to the grievance.

Step 2: In the event the problem is not resolved through informal discussion as outlined in Step 1, the grievance shall be reduced to writing, and submitted to the General Manager, within five (5) days of receipt of the immediate supervisor's answer. Upon receipt of a written grievance, the General Manager shall meet with the employee and his/her representative. The General Manager shall render a written decision no later than three (3) days after the Step 2 meeting.

Step 3: Should the grievance not be resolved in step 2, it may then be appealed to the Personnel Committee of the Board of Directors within three (3) days. The Personnel Committee shall meet with the grievant, and his representative, within ten (10) days of submission for review, and render a written decision ten (10) days thereafter, which decision shall be final.

A grievance will be considered resolved based on the last determination if it is not advanced by the grievant within the time limits provided. If a supervisor or manager fails to respond within the time limit provided, the employee may advance the grievance to the next step within the time limits provided.

Article 22

Progressive Discipline

- i. The General Manager in presence of a witness (Supervisor) has the authority to discipline or terminate any employee. The following is a nonexclusive list of the types of disciplinary action which may be imposed.
 - A. Oral or written warnings.

- B. Probation - the placing of an employee in a position wherein his/her past and current performance is being reevaluated. Failure to improve his/her performance during the probationary period will result in further disciplinary action.
 - C. Suspension - an involuntary leave without pay.
 - D. Demotion - reduction from a position in one class to a position in another class having a lower salary range, affected for disciplinary purposes (demotions resulting from organizational changes and layoffs are not disciplinary).
 - E. Termination - discharge from service with the District.
- ii. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. All disciplinary actions should be kept confidential. The following is a nonexclusive and illustrative list of the more common causes for disciplinary action, provided however, these provisions are not intended nor shall they change or modify the at-will status of employees:
- A. Action contrary to the Personnel Rules and Regulations of the District.
 - B. Inefficiency or incompetence.
 - C. Disobedience or insubordination.
 - D. Dishonesty.
 - E. Consumption of alcoholic beverages or drugs - employees shall not use, carry or transport alcoholic beverages or narcotics during work shift or on District property nor report for work while under the influence of alcohol or narcotics. Employees who reside in District housing may utilize legal substances in the confines of their respective residential spaces when off duty and not on standby.
 - F. Disorderly or immoral conduct.
 - G. Discourteous treatment of the public.
 - H. Accepting gratuities or tips offered in exchange for District services rendered a customer or prospective customer.
 - I. Conviction of a felony.
 - J. Tardiness.
 - K. Absenteeism.
 - L. Neglect of duty.
 - M. Failure to follow safe working practices or failure to report promptly any injury.
- iii. Upon termination, the employee shall return all District property.

These disciplinary action procedures and any other provided in this MOU are not intended to change the at-will nature of the employment relationship with the District. Either an employee or the District may end the employment relationship at any time with or without cause and with or without prior notice. The District reserves the right to terminate the employment relationship, to demote or to

otherwise take disciplinary and corrective action without resort to these disciplinary procedures. Nothing in these procedures or in this MOU is intended to create a property interest in employment with the District except in significant situations such as theft, fighting, drunkenness, drug use, etc. as determined by District Management, the District agrees to the following order of discipline:

1. First offenders shall be counseled and given a verbal warning. Verbal warning shall be documented.
2. Should the misconduct continue, a written warning will be issued to the employee, along with notification that further misconduct could be grounds for more severe disciplinary action.
3. If, after 1 and 2, the employee still persists in the conduct giving rise to the disciplinary action, the district may take whatever action it deems appropriate, up to and including discharge.

After each twelve (12) months of corrective conduct, resulting from the imposition of 1, 2, or 3 above, the disciplinary action will remain in the employees file but a letter of clearance showing the District recognizes that the employee has worked to correct the issue resulting in the disciplinary action shall be added to the employee's record, in reverse order in which it was imposed.

All progressive discipline violations shall be documented in the employee's employment file.

All disciplinary actions, other than verbal warning, shall be subject to the grievance procedures.

Article 23

Step Increases

Employees below Step 5 in his/her classification shall be eligible for a step increase based on individual performance evaluations conducted by the District. Evaluations shall be conducted annually by the District, based on anniversary date.

Article 24

Employee Compensation

All Full-time employees covered under the MOU shall receive compensation in accordance with the provisions of this MOU, District Policies and Procedure manual, and adjusted ranges in the Salary Schedule (as defined herein exhibit A attached).

Article 25

Incentive Pay

Full-Time continuous employees with 3 years of service or more (at time of application) receiving education certification one step or higher above their existing job classification (Step 4 or below) will be eligible to receive a one time step increase up to the Salary Schedule Step 5 Limit increase. Any Grade III employees at Salary Schedule Step 4 or below may receive an additional one time step increase if they obtain a certification two steps above their existing job classifications (i.e. Grade III Operator with a Distribution V certification) as approved by the General Manager. Employees must first make application to their supervisors to be eligible to participate in the Incentive Pay program

including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.

Article 26

Sick Leave

Bargaining Unit employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

Incentive Plan "A"

An employee not using any sick leave for twelve (12) consecutive months may convert their ninety-six (96) accrued hours to cash at a rate of sixteen (16) accrued hours for eight (8) hours pay at their regular hourly rate.

Incentive Plan "B":

Upon retirement or death, and employee, or his/her beneficiary, shall be entitled to receive 50% of all accumulated sick leave not compensated for in "A" above, at the employee's Life Insurance Beneficiary Form.

NOTE: Beneficiary shall be the individual indicated on the employee's Life Insurance Beneficiary Form.

Article 27

Insurance

The District shall provide to Bargaining Unit members health insurance coverage through the Public Employees Retirement System (PERS) for all members of the Bargaining Unit and their eligible dependents. Insurance will cover maternity for employee and spouse only.

State Disability Insurance:

Employees shall pay the cost of the premiums associated with State Disability Insurance.

Life Insurance:

Life Insurance shall be provided at the employee's current regular rate of pay, at the time of death, equal to one year's salary.

Article 28

Holidays

Employees shall be entitled to the following paid holidays:

January 1(New Year's Day)
Martin Luther King Jr. Day, Third Monday in January
Third Monday in February (Presidents' Day)

Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Thanksgiving Day
Friday after Thanksgiving
December 25 (Christmas)
Employee Birthday

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

A holiday that occurs on a normally scheduled day off shall be credited to the employee as a paid floating holiday to be used later in the fiscal year.

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

Article 29

Vacations

Employees shall accrue vacation in the following manner:

Years of Service	Vacation Earned
One (1) through four (4) years	80 hours
Five (5) through fourteen (14) years	120 hours
Fifteen (15) years and more	160 hours

Vacation shall be earned from date of hire.

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

The District agrees that an employee may carry over, to the following year, his/her previously approved vacation when the District requires an employee to work said scheduled vacation due to an emergency.

If an employee elects not to schedule his/her vacation, the District agrees to purchase unused vacation at an employee's regular hourly rate of compensation. The purchase shall occur at the first pay period in the month of December.

Article 30

Retirement Plan

The retirement plan for all bargaining unit members shall be the public Employees Retirement System (PERS) of the State of California.

- Benefit Description: Section 21354.5
The PERS plan will be the "2.7% @ 55 formula with all prior years of service recognized" for employees hired before January 1, 2013. Employees hired after January 1, 2013 who are new to PERS, will receive benefits under the Public Employees' Pension Reform Act (PEPRA) 2% at 62 plan.
- Benefit Description: Section 20042
One-Year Final Compensation
- Benefit Description: Section 21624, 21626, & 21628
Post Retirement Survivor Allowance

The District and the employees agree that the District will pay the entire 8% for all employees hired prior to 2001. Employees hired after January 1, 2001 and on or before January 1, 2012 shall pay 7%. Employees hired after January 1, 2012 shall pay their entire employee contribution.

Article 31

Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time field operational personal with uniforms to be worn while on duty and District owned safety equipment. The district will reimburse full-time operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$200 for the purchase of steel-toe shoes or boots. Field operational personnel may purchase a second pair of shoes if field personnel can do so within the allotment of \$200 or boots; the employee shall contribute the additional funds required if the cost exceeds the \$200 allotment. Employees will be allowed to use this amount to also purchase other uniform related items such as belts, shoe or boot inserts, laces, etc.

Article 32

Job Related Instruction

The District agrees to reimburse the full cost of any District approved 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 33

Bereavement Leave

Two regular working days of paid leave for the death of an employee's/spouse's parents. Forty (40) hours of paid leave for the death of an employee's spouse or child. Employees may utilize accumulated vacation and sick leave to supplement bereavement leave in the case of the death of an immediate family member not specified above.

Article 34

Cost of Living Adjustments

Salaries to be adjusted on January 1, 2018 in accordance with the Salary Schedule for 2018 attached as Exhibit A. , Salaries for 2019, 2020 and 2021 shall be adjusted beginning on January 1, 2019 based on the August to August Unadjusted Consumer Price Index, U.S. Cities average.

Article 35

Negotiation Preparation Time Off

The Association may use District facilities to hold general membership meetings with employees. The District agrees to allow up to three (3) members of the Association employee representatives up to three (3) hours of paid leave prior to each scheduled meeting with District representatives to prepare for negotiation discussions. Said time off shall not interfere with District operations and be coordinated with the District in advance.

Article 36

Total Agreement

This Memorandum of Understanding represents the total agreement of the parties as required by California Government Code § 3505.1 and supersedes all prior Memoranda of Understanding and verbal agreements between the parties. This Memorandum of Understanding is not binding until duly approved and adopted by the District's Board of Directors. It is also recognized that the District Personnel and Policies & Procedures Manual applies to all District employees, including unit members, except where there is a direct conflict with this Memorandum of Understanding. In the event of a direct conflict, this Memorandum of Understanding shall prevail while in force.

Article 37

Full Understanding, Modification and Waiver

It is intended that this MOU 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 its entirety.

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

Any agreement, alteration, understanding, variation, waiver or modifications of any terms of provisions contained in writing signed by both parties and approved and implemented by the District. 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 its terms and provisions.

Article 38

Term Agreement

This agreement shall remain in full force and effect from January 1, 2018 until December 31, 2021. The District agrees to conduct a compensation survey prior to expiration of this agreement to facilitate salary range discussions to be considered for the next term.

Article 39

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.

BEAUMONT- CHERRY VALLEY WATER DISTRICT

By: _____
Mr. John Covington, President of the Board of Directors

By: _____
Daniel Jagers, General Manager

EMPLOYEE REPRESENTATIVES

By: _____

By: _____

By: _____



**Beaumont-Cherry Valley Water District
Personnel Committee
April 19, 2021**

Item 4

STAFF REPORT

TO: Personnel Committee of the Board of Directors
FROM: Sabrina Foley, Human Resources Coordinator
SUBJECT: Policies and Procedures Manual Updates/Revisions

Staff Recommendation

None. Informational update only.

Background

At the July 23, 2018 Personnel Committee Meeting, Committee members directed staff to review, revise and update the District's Policies and Procedures. The project has been addressed by staff in sections. At the July 27, 2020 meeting, an overview of the proposed changes to the organization of the document was presented, and the Committee requested "redlined" versions of changes in order to thoroughly review each item.

The Committee reviewed Section 1000 General at its February 22, 2021 meeting and Section 2000 Administration at its March 22, 2021 meeting and recommended that they be presented to the Board of Directors once a policy package of several sections was ready to be presented. Sections 1000 and 2000 were presented to the full Board of Directors at the Regular Board meeting on April 14, 2021 and were approved. Policy Approval Tracking (**Attachment 1**) is provided as an overview of the project thus far.

Summary

Staff consulted several sources to update the content and verbiage of the District's Policy Manual, including sample policies from the California Special Districts Association, articles published by the California League of Cities and Institute for Local Government, the District's HR Consultant, and recently updated manuals of other special districts. The aim of reorganization of the Policy Manual is to introduce consistency and modernize the document to align with the organizational goals of the District.

Policies 3000 Employee Status, 3001 Employee Information and Emergency Data, and 3002 Employee Groups were submitted for review to District legal counsel on 4/12/2021 and counsel has recommended extensive revisions since these policies touch on at-will employment and employee relations. Staff is working closely with legal counsel to update the drafted policies to follow their recommendations. Staff will bring said policies forward for review and consideration by the committee members as soon as revisions are completed and the final proposed policies are approved by legal counsel.

Fiscal Impact

No fiscal impact.

Attachments

1. Policy Approval Tracking

Staff Report prepared by Sabrina Foley, Human Resources Coordinator

Policy Approval Tracking
BCVWD Policies and Procedures Manual Project

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Approved by Legal Counsel	Presented to Personnel Committee	Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date
1	1000	General	Definitions	Yes	2/16/2021	2/22/2021	2/22/2021	4/14/2021	4/14/2021	4/14/2021
2	1005	General	Contractual Provisions	Yes	2/16/2021	2/22/2021	2/22/2021	4/14/2021	4/14/2021	4/14/2021
N/A	1010	General	Policy Manual	Yes	2/16/2021	2/22/2021	2/22/2021	4/14/2021	4/14/2021	4/14/2021
3	2000	Administration	Equal Opportunity	Yes	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021
4	2005	Administration	Affirmative Action	Yes	Recommend to Remove	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021
5	2010	Administration	Access to Personnel Records	Yes	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021
6	2015	Administration	Harassment	Yes	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021
7	2020	Administration	Sexual Harassment	Yes	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021
N/A	2025	Administration	Whistleblower Protection	Yes	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021
8	3000	Personnel	Employee Status	Yes	Reviewed on 4/12/2021; extensive edits needed	Pending				
N/A	3001	Personnel	Employee Information and Emergency Data	Yes	Reviewed on 4/12/2021; extensive edits needed	Pending				
N/A	3002	Personnel	Employee Groups	Yes	Reviewed on 4/12/2021; extensive edits needed	Pending				
9	3005	Personnel	Compensation	Yes						
N/A	3006	Personnel	Prevailing and Living Wage	No						
10 & 49	3010	Personnel	Employee Performance Evaluation and Procedure	Yes						
11	3015	Personnel	Performance Evaluation-General Manager	Yes						
12	3020	Personnel	Health and Welfare Benefits	Yes						
13	3025	Personnel	Pay Periods	Yes						
14	3030	Personnel	Gift Acceptance Guidelines	Yes						
15	3035	Personnel	Outside Employment	Yes						
16	3040	Personnel	Letters of Recommendation	Yes						
17	3045	Personnel	Executive Officer	Yes						
18	3050	Personnel	Volunteer Personnel Workers' Compensation Insurance	Yes						
19	3055	Personnel	Work Hours, Overtime, and Standby Program	Yes						
20	3060	Personnel	Continuity of Service	Yes						
20 (incorrect numbering)	3065	Personnel	Reduction in Force	Yes						
21	3070	Personnel	Holidays	Yes						
22	3075	Personnel	Vacation	Yes						
23	3080	Personnel	Pre-Employment Physical Examination	Yes						
24	3085	Personnel	Sick Leave	Yes						
25	3090	Personnel	Family and Medical Leave	Yes						
26	3095	Personnel	Pregnancy Disability Leave	Yes						
N/A	3096	Personnel	Lactation Accommodation	No						
27	3100	Personnel	Bereavement Leave	Yes						
28	3105	Personnel	Personal Leave of Absence	Yes						
29	3110	Personnel	Jury and Witness Duty	Yes						
N/A	3111	Personnel	Leave for Crime Victims and Family Members	No						
30	3115	Personnel	Return to Work Policy	Yes						
31	3120	Personnel	Occupational Injury and Illness Prevention Program	Yes						
N/A	3121	Personnel	Infectious Disease Control	Yes						
N/A	3122	Personnel	Workplace Violence	Yes						
N/A	3123	Personnel	Theft	No						
32	3125	Personnel	Uniforms and Protective Clothing	Yes						
33	3130	Personnel	Conferences	Yes						
34	3135	Personnel	Occupational Certification Assistance	Yes						
35	3140	Personnel	Respiratory Protection Program	Yes						

Policy Approval Tracking
BCVWD Policies and Procedures Manual Project

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Approved by Legal Counsel	Presented to Personnel Committee	Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date
36	3145	Personnel	Driver Training and Record Review	Yes						
37	3150	Personnel	District Vehicle Usage	Yes						
38	3151	Personnel	Personal Vehicle Usage							
39	3160	Personnel	HIPAA Compliance and Security Officer	Yes						
40	3165	Personnel	Tobacco Use	Yes						
41	3170	Personnel	Smoke Free Workplace	Yes						
42	3175	Personnel	Disciplinary Action or Terminations	Yes						
43	3180	Personnel	Nepotism-Employment of Relatives	Yes						
44	3185	Personnel	Confidentiality Regarding Resignations	Yes						
45	3190	Personnel	Internet, E-Mail, and Electronic Communication Ethics, Usage and Security	Yes						
N/A	3191	Personnel	Electronic Signature Policy	No						
46	3195	Personnel	Cellular Telephone Usage	Yes						
47	3200	Personnel	Grievance Procedures	Yes						
48	3205	Personnel	Substance Abuse (In Conformance with Department of Transportation Guidelines)	Yes						
N/A	3206	Personnel	FMCSA Clearinghouse Registration	No						
50	3215	Personnel	Personnel Action Form (PAF)	Yes						
51	3220	Personnel	Recruitment, Selection and Onboarding	Yes						
N/A	3225	Personnel	Employee Leave Donation Program and Policy	Yes						
N/A	3230	Personnel	Workers' Compensation	Yes						
N/A	3231	Personnel	Accommodations for Disability	No						
N/A	3235	Personnel	Military Leave	Yes						
N/A	3240	Personnel	Dress Code and Personal Standards	Yes						
N/A	3245	Personnel	Non-Solicitation and Political Speech	No						
N/A	3250	Personnel	Telecommuting	No						
N/A	3255	Personnel	Time off for School Activities	No						
N/A	3260	Personnel	Time off to Vote	No						
1	4005	Board of Directors	Basis of Authority	Yes						
2	4010	Board of Directors	Members of the Board of Directors	Yes						
3	4015	Board of Directors	Committees of the Board of Directors	Yes						
4	4020	Board of Directors	Board President	Yes						
5	4025	Board of Directors	Board Meetings	Yes						
6	4030	Board of Directors	Board Meeting Agendas	Yes						
7	4035	Board of Directors	Board Meeting Conduct	Yes						
8	4040	Board of Directors	Board Actions and Decisions	Yes						
9	4045	Board of Directors	Attendance at Meetings	Yes						
10	4050	Board of Directors	Minutes of Board Meetings	Yes						
11	4055	Board of Directors	Rules of Order for Board and Committee Meetings	Yes						
12	4060	Board of Directors	Training, Education and Conferences	Yes						
13 & 16	4065	Board of Directors	Remuneration, Director Per Diem Fees	Yes						

Policy Approval Tracking
BCVWD Policies and Procedures Manual Project

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Approved by Legal Counsel	Presented to Personnel Committee	Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date
14	4070	Board of Directors	Payment of Expenses Incurred on District Business	Yes						
15	4075	Board of Directors	Expenditure Reimbursement	Yes						
17	4080	Board of Directors	Membership in Associations	Yes						
18	4085	Board of Directors	Ethics Training	Yes						
N/A	4086	Board of Directors	Anti-Harassment Training	No						
19	4090	Board of Directors	Code of Ethics	Yes						
20	4095	Board of Directors	Ethics Policy	Yes						
1	5005	Operations	Emergency Preparedness	Yes						
2	5010	Operations	Emergency Response Guideline for Hostile or Violent Incidents	Yes						
3	5015	Operations	Computer and Business Continuity Security	Yes						
4	5020	Operations	Environmental Health and Safety Compliance Program	Yes						
5	5025	Operations	Illness and Injury Prevention Program	Yes						
6	5030	Operations	Budget Preparation	Yes						
7	5035	Operations	Fixed-Asset Accounting Control	Yes						
8	5040	Operations	Fixed-Asset Capitalization	Yes						
9	5045	Operations	Investment of District Funds	Yes						
10	5050	Operations	Customer Payment Arrangements	Yes						
11	5055	Operations	Employment of Consultants and Professional Services	Yes						
12	5060	Operations	Employment of Outside Contractors	Yes						
13	5065	Operations	Easement Abandonment	Yes						
14	5066	Operations	Easement Acceptance	No						
15	5070	Operations	Encroachment Permits	Yes						
16	5075	Operations	Credit Card Usage	Yes						
17	5080	Operations	Purchasing	Yes						
N/A	5081	Operations	Contract Review Policy	No						
18	5085	Operations	Disposal of Surplus Property or Equipment	Yes						
19	5090	Operations	Records Retention	Yes						
N/A	5095	Operations	District Residences and Facility Emergency Policy	Yes	7/21/2020	3/22/2021				
N/A	5100	Operations	Press Relations and Social Media	No						
1	6005	Miscellaneous	Purpose of Board Policies	Yes						
2	6010	Miscellaneous	Adoption, Amendment of Policies	Yes						
3	6015	Miscellaneous	Public Complaints	Yes						
4	6020	Miscellaneous	Claims Against the District	Yes						
5	6025	Miscellaneous	Copying Public Documents	Yes						
6	6030	Miscellaneous	District Standards for the Furnishing of Materials	Yes						
7	6035	Miscellaneous	Environmental Review Guidelines	Yes						
8	6040	Miscellaneous	Annexation	No						
9	6045	Miscellaneous	Construction Requirements	No						
N/A	7000	Information Technology	Acceptable Use	Yes						
N/A	7005	Information Technology	Accessibility	Yes						
N/A	7010	Information Technology	Electronic Communications	Yes						
N/A	7015	Information Technology	Passwords	Yes						
N/A	7020	Information Technology	Remote Access/VPN	Yes						
N/A	7025	Information Technology	Datacenter Physical Security	Yes						
N/A	7030	Information Technology	Wireless Communications	Yes						

Policy Approval Tracking
BCVWD Policies and Procedures Manual Project

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Approved by Legal Counsel	Presented to Personnel Committee	Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date
N/A	7035	Information Technology	Mobile Device Security	Yes						
N/A	7040	Information Technology	Internet Use	Yes						
N/A	7045	Information Technology	Information Systems Backup & Data Retention	Yes						
N/A	7050	Information Technology	Personally Identifiable Information	Yes						
N/A	7055	Information Technology	Drones Use	No						



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
April 19, 2021**

Item 5

STAFF REPORT

TO: Personnel Committee

FROM: Sabrina Foley, Human Resources Coordinator

SUBJECT: **Annual Report: Workforce Demographics and Community Demographics**

Staff Recommendation

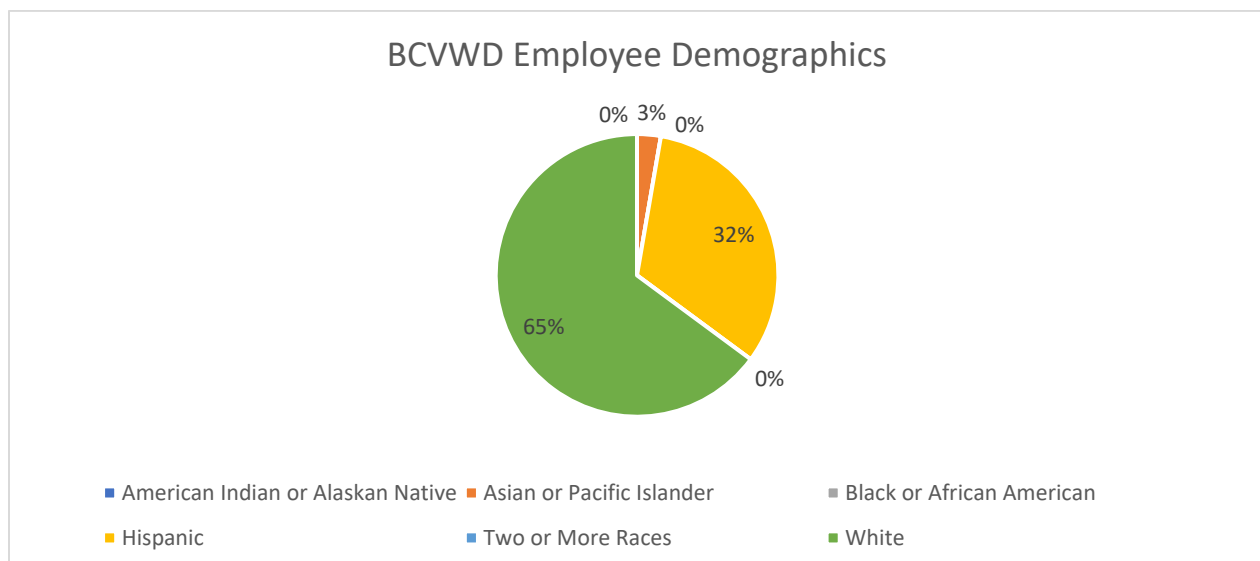
No staff recommendation; for informational purposes only.

Background

At the recommendation of the District's Human Resources consultant, HR Dynamics, staff will present an annual report to the Personnel Committee comparing the District's workforce demographics with the community's demographics. This report is intended to provide the Personnel Committee with data to represent the District's efforts toward diversity, inclusion, and transparency. Ideally, the District's demographics will parallel with the community which it serves, since the District is a public entity.

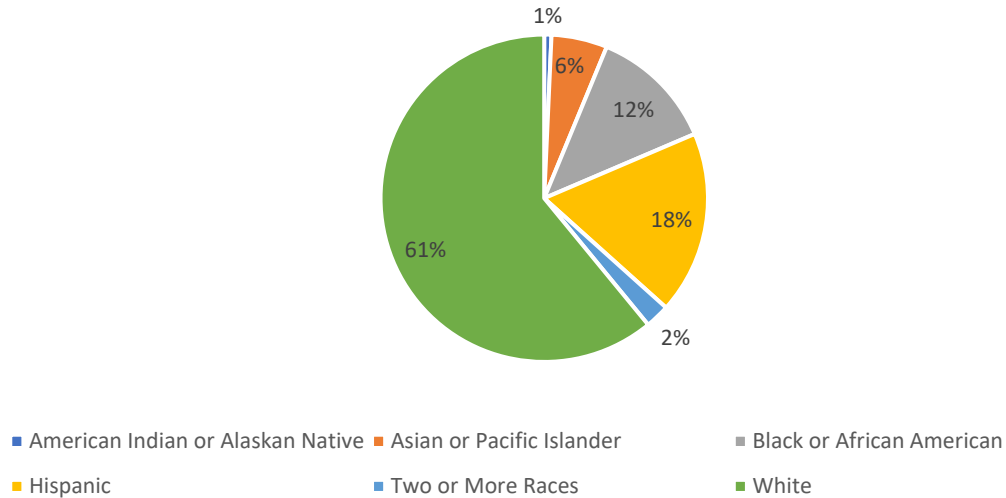
Summary

The data presented in this report is approximate. Since the Beaumont-Cherry Valley Water District has fewer than 50 employees, the District is not currently required to submit a federal Form EEO-1 to the Equal Employment Opportunity Commission (EEOC) or the Department of Labor. Therefore, the District does not formally collect data on employee demographics and District data is limited. Additionally, the District's service area comprises of both the City of Beaumont and the Community of Cherry Valley but does not match the boundaries exactly for the purposes of collecting census information.



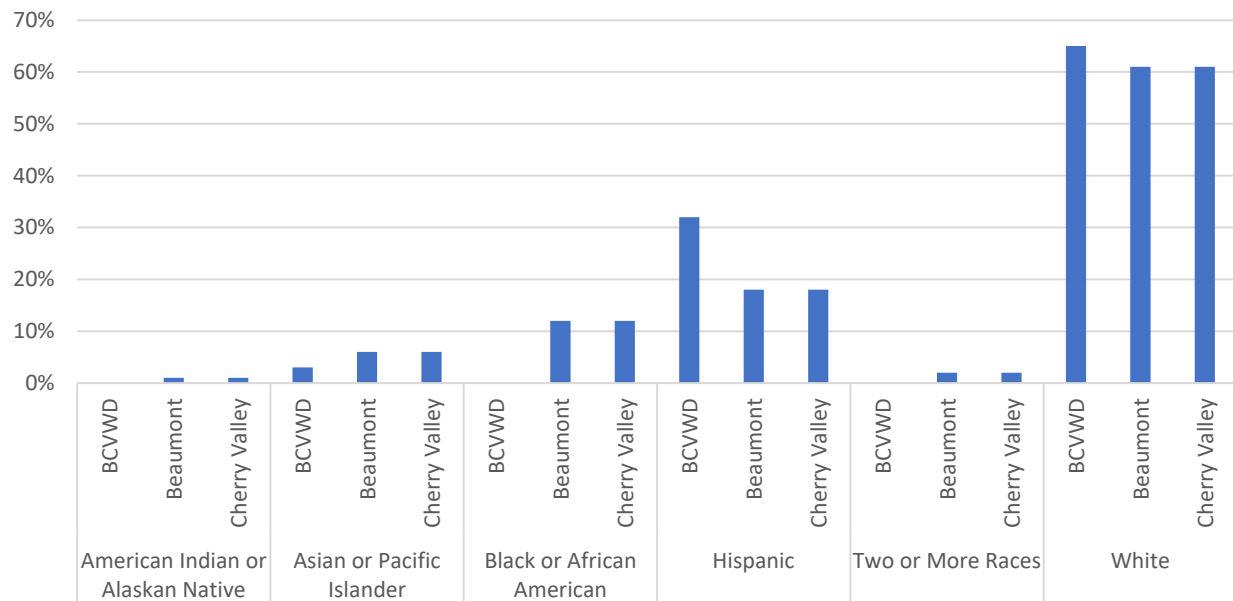


Beaumont and Cherry Valley Population Demographics



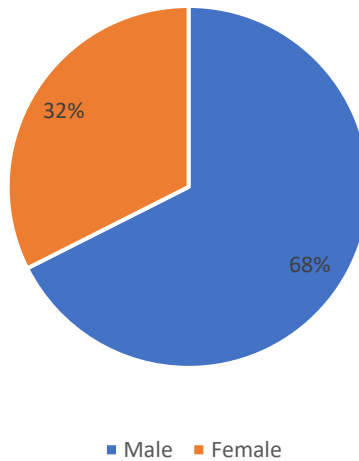
Source: Census.gov

Ethnicity Comparison

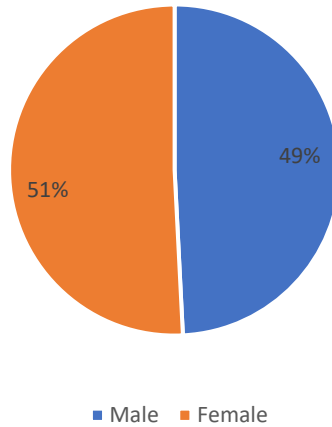




BCVWD Employee Gender



Beaumont and Cherry Valley Population Gender



Source: Census.gov

Fiscal Impact

There is no fiscal impact.

Staff Report prepared by Sabrina Foley, Human Resources Coordinator



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
April 19, 2021**

Item 6

HUMAN RESOURCES REPORT

TO: Board of Directors Personnel Committee

FROM: Sabrina Foley, Human Resources Coordinator

SUBJECT: Human Resources Department Report for the Period of March 15, 2021 – April 11, 2021

Personnel

Total Current Employees (Excluding Board Members)	37
Part Time	2
Temporary	2
Interns	0
Separations	1
Retiring Employees	0

New Hires

The District hired a Development Services Representative effective 4/5/2021.

Anniversaries*

Employee Name	Job Title	Years of Service
Dustin Smith	Production Maintenance II	4

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

Promotions

N/A

Employee Communications

On 3/16/2021, Human Resources published Memo #21-009 regarding expansion of eligibility for the COVID-19 vaccine in Riverside County.

On 3/24/2021, Human Resources shared a CalPERS survey invitation regarding health demographics.

On 3/24/2021, Human Resources published Memo #21-010, announcing the state's implementation of COVID Supplemental Paid Sick Leave.

On 3/24/2021, Human Resources announced several job openings.



On 3/24/2021, Human Resources published the employee April 2021 District calendar.

On 3/25/2021, Human Resources hosted an optional training webinar, "Business Etiquette" and made the recording available in the District's learning management system.

On 4/1/2021, Human Resources published Memo #21-011 regarding expansion of eligibility for the COVID-19 vaccine in Riverside County.

On 4/5/2021, Human Resources announced a new appointment to the Development Services Representative position.

On 4/5/2021, Human Resources published Memo #21-012 regarding expansion of eligibility for the COVID-19 vaccine in Riverside County.

On 4/8/2021, Human Resources shared a reminder regarding conference room reservation procedure.

Pending Legislation

This legislation has been introduced but not yet chaptered.

Bill/Legislation	Title	Description	Effective Date
AB 84	Employment: COVID-19 Supplemental Paid Sick Leave	Would entitle a covered employee to up to 80 hours of supplemental paid sick leave if the employee is unable to work due to COVID-19 qualifying reasons.	Passed in Assembly
AB 95	Employees: Bereavement Leave	Would require employers to provide 10 days of unpaid bereavement leave, subject to certain exclusions.	Re-referred to Committee
SB 46	Employment: Contact Tracing and Safety Policies, COVID-19	Would require employers to develop and implement contact tracing and safety policies for COVID-19. Employees would be required to provide notice to their employer if they receive a positive COVID-19 test.	Re-referred to Committee
AB 444	State and Local Employees: Pay Warrants: Designees	Currently, government employees may designate an individual to receive their final paycheck ("warrant") in the event of their death. The bill would require employers to issue the final paycheck in the designee's name.	Referred to Committee
AB 513 (similar to SB 657)	Employment: Telecommuting Employees	This bill would authorize an employee working from home to receive legally required notices and postings electronically and sign certain documents electronically. The bill would also require that a	Re-referred to Committee



		working from home employee's wages due at the time of separation of employment be deemed to have been paid on the date that the wages are mailed to the employee.	
AB 55	Employment: Telecommuting	Declares the intent of the Legislature to enact further legislation to ensure certain rights and benefits for telecommuting employees.	New (No updates)
AB 237	Public Employment: Unfair Practices: Health Protection	Would make it an unfair practice for a public agency employer to fail or refuse to maintain or pay for medical coverage for an enrolled employee or their dependents during the employee's participation in an authorized strike.	Re-referred to Committee
AB 684 (amended to AB 654)	COVID-19 Exposure: Notification	Would require the State Department of Public Health to make information available which would allow the public to track the number of COVID-19 cases and outbreaks by both workplace and industry.	Re-referred to Committee
SB 238	Fair Employment and Housing Protections: Political Affiliation	Would add political affiliation as a protected characteristic for the right to seek, obtain, and hold employment without discrimination.	Hearing scheduled; re-referred to Committee
AB 995 (SB 95 is similar)	Paid Sick Days: Accrual and Use	Would change the alternate sick leave accrual rate from a minimum of 24 hours per year to a minimum of 40 hours per year.	Referred to Committee
AB 1119	Employment Discrimination	Would expand protected characteristics to include family responsibilities, meaning the obligation of an employee to provide care for a minor child or care recipient.	Re-referred to Committee
AB 1179	Employer Provided Benefit: Backup Childcare	Would require an employer with 30 or more employees to provide up to 60 hours of paid backup childcare benefits to be used when the employee's regular childcare provider cannot be utilized.	Referred to Committee

Prepared by Sabrina Foley, Human Resources Coordinator