



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

**NOTICE AND AGENDA  
MEETING OF THE PERSONNEL COMMITTEE**

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

**Tuesday, January 20, 2026 - 4:30 p.m.**  
**560 Magnolia Avenue, Beaumont, CA 92223**

**TELECONFERENCE NOTICE**

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

*This meeting is available to the public via Zoom teleconference*

*To access the Zoom conference, use the link below:*

<https://us02web.zoom.us/j/85792068838?pwd=cFArZHZ4aHRSUmJLeTBCZVpnUGRmdz09>

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

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

*Meeting materials will be available on the BCVWD’s website:*

<https://bcvwd.gov/document-category/personnel-committee-agendas/>

**PERSONNEL COMMITTEE MEETING – JANUARY 20, 2026**

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**Call to Order: Chair Covington**

**Roll Call**

	<b>John Covington, Chair</b>
	<b>Lona Williams</b>

	<b>Andy Ramirez (alternate)</b>
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## PERSONNEL COMMITTEE MEETING – JANUARY 20, 2026 - *continued*

### Public Comment

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

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

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

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

### ACTION ITEMS

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

*Minutes may be accepted by consensus*

- a. November 18, 2025 Regular Meeting (pages 4 - 9)

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

Association Representatives		
Andrew Becerra	Luis Lomeli	Ericka Enriquez

4. **Report / Update from BCVWD Exempt Employees** (no staff report)

5. **Human Resources Report for the Months of November and December 2025**  
(pages 10 - 13)

6. **2025 Risk Management Report for Fourth Quarter – October to December**  
(pages 14 - 21)

7. **Human Resources and Risk Management Report for Fiscal Year 2025** (pages 22 - 31)

8. **Consideration of Initiating Memorandum of Understanding (MOU) Negotiations with the Employee Association** (pages 32 - 54)

9. **Action List for Future Meetings**

- Employee Association topics

## **10. Next Meeting Date: February 17, 2026**

## **11. Adjournment**

### **NOTICES**

**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 Personnel Committee in connection with a matter subject to discussion or consideration at an open meeting of the Committee are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office") during business hours, Monday through Thursday from 7:30 a.m. to 5 p.m. 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 Office at the same time or within 24 hours' time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available in the Board Room at the District Office. Materials may also be available on the District's website: <https://bcvwd.gov/>. (GC 54957.5)

**REVISIONS TO THE AGENDA** - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the 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 72 hours prior to the Committee Meeting.

**REQUIREMENTS RE: DISABLED ACCESS** - In accordance with Government Code §54954.2(a), and the Americans with Disabilities Act (ADA), 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. Notification of at least 48 hours (two workdays) in advance of the meeting will generally enable staff to make reasonable arrangements to ensure accessibility. The Office may be contacted by telephone at (951) 845-9581, email at [info@bcvwd.gov](mailto:info@bcvwd.gov) or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

**CERTIFICATION OF POSTING:** A copy of the foregoing notice was posted near the regular meeting place of the Personnel Committee of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).



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

**MINUTES OF THE PERSONNEL COMMITTEE MEETING**  
**Tuesday, November 18, 2025, at 4:30 p.m.**

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**CALL TO ORDER**

*Chair Covington called the meeting to order at 4:40 p.m.*

**ROLL CALL**

<i>Directors present:</i>	John Covington, Lona Williams
<i>Directors absent:</i>	None
<i>Staff present:</i>	General Manager Dan Jagers Director of Engineering Mark Swanson Director of Finance and Administration Sylvia Molina Director of Information Technology and Cybersecurity Robert Rasha Director of Operations James Bean Field Superintendent Julian Herrera Human Resources and Risk Manager Ren Berioso Executive Assistant Lynda Kerney
<i>BCVWD Employee Association reps:</i>	Andrew Becerra
<i>Members of the Public:</i>	None

**PUBLIC COMMENT:** None.

**ACTION ITEMS**

- 1. Adjustments to the Agenda:** None.
- 2. Acceptance of Personnel Committee Meeting minutes**  
*The September 16, 2025 and October 21, 2025 meetings were canceled*
  - a. August 19, 2025 Regular Meeting

*The Committee accepted the meeting minutes by the following vote:*

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

**3. Report / Update from BCVWD Employees Association:** None

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

**5. Report from Human Resources and Risk Management Department**

Human Resources and Risk Manager Ren Berioso presented highlights of the report:

- Currently 48 employees
- Notable anniversaries including Taylor Williams (10 years) and Lynda Kerney (8 years)
- Recruitment is completed for the Temp Water Utility Worker I, and the candidate will start on December 1.
- One separation. YTD Turnover rate is 10.42 percent (lower than 2024)

Chair Covington commented on the report detail and said he was glad to see the anniversaries and new hires. Director Williams encouraged HR to continue the team.

**6. Policies and Procedures Manual Updates / Revisions**

Human Resources and Risk Manager Ren Berioso presented the proposed revisions to the following policies, based on refinement and modernization of language, and events experienced. He noted the policies had been reviewed by the employee group and legal counsel:

a.	Policy 3001	Employee Information and Emergency Data
b.	Policy 3020	Health and Welfare Benefits
c.	Policy 3085	Sick Leave

**a. Policy 3001 Employee Information and Emergency Data**

Berioso explained that the updates improve readability, and align the policy with current legal requirements, including California Labor Code Section 1198.5 and Government Code Section 1090. The revisions introduce new subsections providing explicit guidance on Department Head or Designee Access and Board Member Access to personnel files, areas previously unaddressed in the existing policy.

Berioso described how these sections establish procedures for department heads seeking access to employee files when a legitimate business need exists, setting a 30-day timeframe for such access upon HR and legal review. He emphasized that Board Members do not have unrestricted access. Requests must be made through the General Manager to ensure compliance with confidentiality laws, the Brown Act, and the California Public Records Act.

The Committee discussed privacy and transparency concerns, with Chair John Covington confirming that legal counsel reviews all requests before any disclosure. Director Lona Williams indicated she had no questions and expressed satisfaction with the clarifications.

*The Committee recommended Policy 3001 for consideration by the Board of Directors by the following vote:*

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

b. Policy 3020 Health and Welfare Benefits

Berioso advised that the intent of the update is to consolidate and clearly define all benefit programs offered to employees, Board Members, and dependents. The revised policy adds comprehensive detail on eligibility and program descriptions while incorporating flexible, forward-looking language to allow adaptation to future benefit changes. Berioso highlighted updates on eligibility tiers for full-time, part-time, and temporary staff, and noted that the Board of Directors is included among eligible participants in applicable programs.

New or expanded sections document current benefits such as CalPERS health insurance, life and accidental death insurance, employee assistance programs, voluntary benefit options, flexible spending accounts, deferred compensation (457) plans, and COBRA coverage. The policy ensures alignment with the Affordable Care Act, Internal Revenue Code Section 125, and CalPERS regulations. In response to Chair Covington, Berioso confirmed the proposed 401(a) plan could be added to the agenda for Board review.

Chair Covington and Director Williams both expressed support for the revisions. Covington noted that the revisions provided a thorough and flexible foundation for future benefit adjustments.

*The Committee recommended Policy 3020 for consideration by the Board of Directors by the following vote:*

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

c. Policy 3080 Sick Leave

Berioso explained that the update would allow the General Manager, or designee, to approve partial increments of sick leave on a case-by-case basis. The existing policy required that sick leave be used in hourly increments, which occasionally created inequities or administrative issues. The revision adds flexibility while maintaining compliance with the Labor Code and District policy structure.

General Manager Jagers supported the clarification and provided practical examples, saying it promotes fairness and employee well-being. Chair Covington asked how fractional leave increments would be recorded for payroll purposes, and Ms. Molina responded that staff time is already tracked in quarter-hour increments, allowing the change to integrate seamlessly.

Director Williams indicated she supported the revision and appreciated the flexibility it offered to staff.

*The Committee recommended Policy 3085 for consideration by the Board of Directors by the following vote:*

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

## **7. Update on Policy Tracking Matrix**

Berioso reviewed the dashboard. Board administration and IT policies are 100 percent complete. HR is at 97.10 percent, but these evolve over time. The remaining policy is the Leave Donation Program which is expected to come to the Committee in February. Mr. Jagers noted that Finance and Engineering will be working on policies after the first of the year and will come forward in March. It was noted that Engineering and Finance policies do not come to the Personnel Committee.

*Per the Policy Tracking Matrix, the Committee recommended Policy 3225 for future consideration by the Personnel Committee by the following vote:*

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

## **8. 2025 Risk Management Report for Third Quarter – July to September**

The report covered the third quarter (July through September). Mr. Berioso summarized the workers' compensation data and noted a decline in cases, which he attributed to proactive safety efforts and revamped field staff training. General Manager Jagers pointed out an error in the table title, which still referred to the second quarter.

Berioso explained that property loss reports remained generally consistent with the prior quarter and referenced the previously reported incident at Well 24 involving a motor failure. In response to Chair Covington, Director of Operations James Bean described the sequence of actions taken to address the Well 24 motor issue, including installation of a spare motor, purchase of a new motor, repair of the original motor, and fabrication of new headshafts allowing quicker motor swaps. Current repair expenditures were estimated to date at approximately \$110,000.

Berioso reviewed vehicle-related incidents and noted that one vehicle (No. 54) was struck by an outside party, while another incident (No. 52) was caused by a District employee. He stated that driver safety measures had been strengthened, and staff had been reminded to prioritize caution when operating District vehicles. He added that property damage caused by outside parties had also decreased, partly due to identifying high-risk areas within the city.

Covington asked about a claim against the District involving vehicle paint damage from a sprinkler. Jagers and Bean explained that hard-water sprinkler overspray had damaged a resident's new vehicle, that repair cost estimates were high due to the nature of the paint



treatment required, and that the District settled for \$2,500 after obtaining its own quotes. They also described corrective measures, including shutting off the sprinklers and planning turf removal and xeriscape conversion to prevent recurrence.

Berioso presented the Emergency Response Team update, noting that monthly meetings were being held and FEMA course completion rates were progressing. He stated that 11 of 13 team members had completed the ICS-100 and ICS-200 courses, but progress on ICS-700 and ICS-800 had been delayed due to the government shutdown. Covington asked whether participation was required; Berioso clarified that department heads are required to complete the training, while other staff participate voluntarily.

Berioso summarized the fiscal impacts of workers' compensation, property claims, liability claims, and FEMA training. Covington and Jagers briefly discussed incident trends, documentation practices, and prevention measures. Ren confirmed that detailed investigative reports, photographs, and drug tests are prepared for incident reviews.

*The Committee received and filed the 2025 Risk Management Report for Third Quarter by the Personnel Committee by the following vote:*

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

## **9. BCVWD Fiscal Year 2026 Budget**

- a. Review of 2026 Authorized Positions and Organizational Chart**
- b. Review of Fiscal Year 2026 Operating Budget – Proposed FY 2026 Salary Schedule and Staffing Plan**

Human Resources and Risk Manager Ren Berioso introduced the item and Chair Covington asked whether the authorized positions listed in Table A were the budgeted positions. GM Jagers and Berioso clarified that not all authorized positions are funded and that shaded areas in the Salary Matrix identify non-budgeted classifications. Covington recommended adding footnotes or shading directly to Table A for clarity.

Berioso reviewed the proposed addition of a full-time Administrative Clerk shared between Operations (75%) and Engineering (25%). He explained that temporary staffing had been ineffective due to six-month limits, continual retraining, and lack of continuity. Jagers and Berioso elaborated that although temporary clerical assistance had provided some value, instability and turnover created inefficiencies. Covington asked whether part of the administrative clerk cost could be allocated to development-related engineering work. Engineering Director Mark Swanson responded that tasks tied to development or capital projects could be charged accordingly.

Operations Director James Bean commented that new State cross-connection requirements were generating substantial clerical workload. Molina added that time sheets would be used to ensure correct accounting for Engineering-related work.

Berioso explained that the proposed part-time Executive Assistant position supported upcoming succession planning. Jagers described it as a temporary overlap to facilitate training and clarified that two permanent full-time positions would not exist long-term. Covington asked about the starting salary, and Molina noted that new positions are



budgeted at Step 1. Clarifications were provided that the part-time designation referred to part-year funding at full-time hours.

Berioso reviewed the total number of authorized positions and noted that some are non-budgeted but must be listed for annual reporting under AB 2561. Covington asked why the Assistant General Manager was not budgeted; Jagers responded that the position is planned within a future rate-study cycle.

Molina presented the personnel-related budget impacts, including the 2.9% COLA, merit increases, changes in health insurance costs, retirement contributions, and other benefits. She explained that 31 of 49.5 employees were eligible for merit increases, which contributed to the total personnel increase. Molina also described the cost offsets resulting from eliminating most temporary labor and reducing temporary Water Utility Worker staffing.

Covington expressed concern about rising labor costs and the effect on water rates. Jagers and Molina discussed District efforts to maintain efficiency, manage workload, and offset costs through operational savings. Both acknowledged the challenge of balancing rising costs with rate impacts. Directors Williams and Covington continued discussing retention, staffing levels, and efficiency improvements, with staff noting that internal efficiencies and technology initiatives have helped mitigate cost increases.

*The Committee approved the revised salary schedule to be included in the 2026 Operating Budget by the following vote:*

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

#### **10. Action List for Future Meetings**

- Employee Association topics
- Policy manual updates (ongoing)
- Employee Group 2027 Memorandum of Understanding
- Policy 3225 Leave Donation Program

#### **11. Next Meeting Date: January 20, 2026** *(pending Board approval of 2026 Meetings Schedule)*

**ADJOURNMENT:** 6:10 p.m.

Attest:

*DRAFT UNTIL APPROVED*

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



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
January 20, 2025**

**Item 5**

**HUMAN RESOURCES REPORT**

**TO:** Personnel Committee

**FROM:** Human Resources and Risk Management

**SUBJECT:** Human Resources Report for the Months of November and December 2025

**Table 1: Personnel**

The table below represents the District's current Workforce.

As of November 30, 2025

<b>Total Current Employees (Excluding Board Members)</b>	<b>46</b>
Full-Time Employees	44
Part-Time	1
Temporary	0
Interns	1
Separations	1
Retired Employee(s)	0

As of December 31, 2025

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

**Table 2: New Hires**

The table below represents newly hired employees.

As of November 30, 2025

<b>Employee Name</b>	<b>Job Title</b>	<b>Department</b>
None		

As of December 31, 2025

<b>Employee Name</b>	<b>Job Title</b>	<b>Department</b>
Gerardo Del Rio	Temp Water utility Worker I	Operations



### **Table 3: Anniversaries\***

The table below represents BCVWD employee anniversaries.

As of November 30, 2025

Employee Name	Department	Years of Service
Joseph Reichenberger	Engineering	19 years*
Jeremy McCarty	Operations	5 years
Edmund Clark	Operations	5 years
Thomas LaMont	Operations	4 years
Jordan Smith	Operations	4 years
Dontae Williams	Operations	3 years
Andrew Powell	Operations	2 years

As of December 31, 2025

Employee Name	Department	Years of Service
Lilian Tienda	Engineering	2 years

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

### **Table 4: Promotions or Division/Title Change**

The table below represents promotions or Division/Title Changes.

As of November, and December 2025

Employee Name	Former Title	Changed to
None	None	None

### **Table 5: Recruitment**

The table below represents active/closed recruitment(s).

As of November 30, 2025

Position	Department	Update
None		

As of December 31, 2025

Position	Department	Update
Administrative Clerk	Operations / Engineering	Job Posting Opened 12/15/2025
Customer Service Representative I	Finance and Administration	Job Posting Opened 12/15/2025



### **Tables 6 to 7: Separation/Retirement**

Table 6 below represents employees separating from BCVWD.

As of November 30, 2025

Employee Name	Position Held	Department	Last Day
Sheri Russell	Customer Service Representative I	Finance and Administration	11/16/2025

As of December 31, 2025

Employee Name	Position Held	Department	Last Day
None			

Table 7 below represents the monthly and year-to-date Turnover Rate comparing 2024 and 2025

As of November 2025, vs. 2024

<b>Turnover Rate as of November 30, 2025</b>	2.17%	1 Separation for this month
<b>2025 Turnover Rate Year-to-Date</b>	12.63%	6 Separations as of November 30, 2025
<b>Turnover Rate as of November 30, 2024</b>	2.22%	1 Separation for this month
<b>2024 Turnover Rate Year-to-Date</b>	13.64%	6 Separations as of November 30, 2024

As of December 31, 2025, vs. 2024

<b>Turnover Rate as of December 31, 2025</b>	0%	No Separation for this month
<b>2025 Turnover Rate Year-to-Date</b>	12.50%	6 Separations as of December 31, 2025
<b>Turnover Rate as of December 31, 2024</b>	2.22%	1 Separation for this month
<b>2024 Turnover Rate Year-to-Date</b>	15.09%	7 Separations as of December 31, 2024

### **Table 9: Communications**

The table below represents HR communications to BCVWD employees.

As of November 30, 2025

Communication	Topic
HR Memo 25-037 Statewide Special Election (November 4, 2025) – Time Off to Vote	Compliance
HR Memo 25-038 SAVE THE DATE: District's Annual Thanksgiving Potluck Event - 11/20/2025	Engagement
HR Memo 25-039 Veterans Day Holiday Closure and Holiday Pay Reminder	Holiday
HR Memo 25-040 Mandatory California Local Agency Ethics Training (AB 1234)	Compliance
HR Memo 25-041 Thanksgiving Holiday Closure and Holiday Pay Reminder	Holiday



As of December 31, 2025

Communication	Topic
HR Memo 25-042 SAVE THE DATE: District's Annual Holiday Luncheon - 12/18/2025	Engagement
HR Memo 25-043 Christmas Day Holiday Closure, Timesheet, and Holiday Pay Reminder	Holiday
HR Memo 25-044 New Year's Day Holiday Closure, Timesheet, and Holiday Pay Reminder	Holiday

*Staff Report Prepared by Ren Berioso, Human Resources and Risk Manager*



**Beaumont-Cherry Valley Water District  
Personnel Committee  
January 20, 2026**

**Item 6**

**RISK MANAGEMENT REPORT**

**TO:** Personnel Committee

**FROM:** Human Resources and Risk Management

**SUBJECT:** 2025 Risk Management Report for Fourth Quarter – October to December

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**Staff Recommendation**

Receive and file, or direct staff as desired. This does not need to go to the Full Board unless further directions are given.

**Executive Summary**

At its February 18, 2025 meeting, the Personnel Committee received the Fiscal Year (FY) 2025 Human Resources (HR) and Risk Management Report and directed staff to begin providing quarterly updates on risk management trends and mitigation efforts.

**Discussion**

HR and Risk Management, in collaboration with District Legal Counsel and ACWA-JPIA, plays a pivotal role in risk management at the District, proactively addressing potential challenges to ensure a safe and compliant work environment. Key risk areas include workers' compensation claims, property loss and damage claims, and liability claims against the District. Through strategic oversight and preventive measures, HR and Risk Management continues to mitigate risks while fostering a culture of safety and accountability.

**Occupational Injury Mitigation Report:**

Table A shows a slight increase in workers' compensation claims in Q4 2025, rising from 2 claims in Q3 to 3 claims in Q4. While this reflects a modest uptick, claim levels remained relatively low and stable compared to earlier in the year. In response to prior lower back injury incidents, HR and Risk Management implemented ongoing monthly in-house safety training for safety-sensitive staff to promote safe movement, health awareness, and a stronger safety culture.

As the colder season is here, BCVWD Management continues to emphasize the importance of strengthening the immune system to protect against flu and cold-related illnesses. Staff are reminded to remain vigilant as cooler temperatures often coincide with increased exposure to seasonal viruses. Training and reminders highlight key prevention strategies such as proper hand hygiene, maintaining healthy nutrition, adequate rest, and staying home when experiencing symptoms. By reinforcing these practices, the District aims to safeguard employee health and maintain a culture of safety and wellness throughout the year.

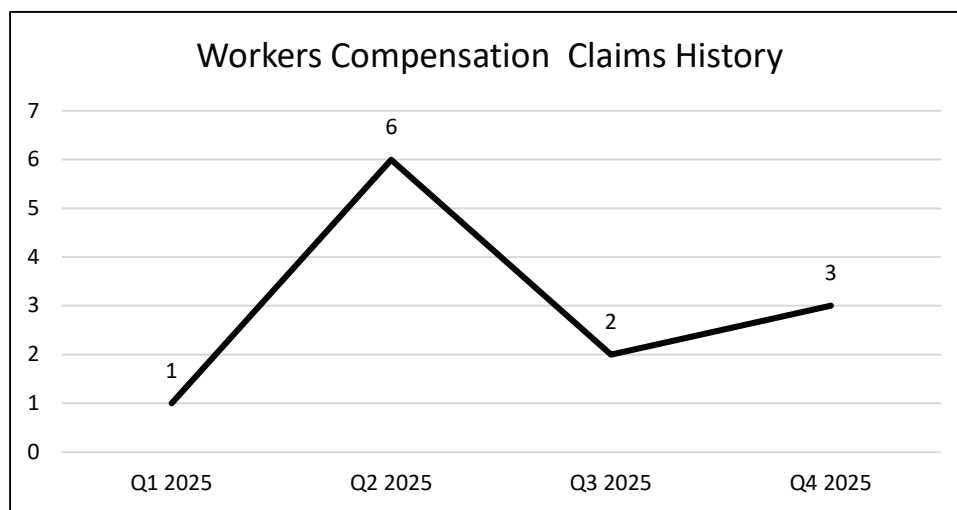
To reinforce safe work practices and reduce the risk of occupational injuries, HR and Risk Management also conducted refresher training sessions with the employees involved in the prior incidents. These sessions emphasized the importance of adhering to safety protocols. Each training course was documented with acknowledgment forms signed by the trainees and affirmed



by their respective Department Heads. Table A shows the number of claims for workers compensation for the fourth quarter.

**Table A – Second Quarter 2025 Workers Compensation Claims**

	Case	Department/s	Status	Date
1	Minor Knee Wound	Engineering	First Aid Only	October 8, 2025
2	Right Knee Injury	Operations	Medical Care	December 8, 2025
3	Bodily Trauma	Operations	Medical Care	December 30, 2025



**Property Damage and Loss Report:**

In Q4 2025, property damage and loss claims decreased from 4 in Q3 to 2, indicating an overall reduction in incidents. The Q4 claims consisted of a minor vehicle accident and the theft of fire hydrants, with only one incident involving district employee liability and a combined estimated cost of approximately \$32,000. Due to increased vehicle-related incidents in Q2 and Q3 2025, the District implemented enhanced driver safety measures, including mandatory refresher training to reinforce safe driving practices and policy compliance.

To ensure accountability and further reduce risks, the District has increased the monitoring of employee driving behavior. The objective of these initiatives is to foster responsible vehicle operation, minimize preventable accidents, and protect the safety of both employees and the public.

Additionally, due to an increase in hydrant theft incidents just in the month of December alone, the District continues to strengthen its efforts to mitigate infrastructure losses and protect critical water system assets. As of December 2025, five hydrants have been stolen from various locations within the cities of Beaumont and Cherry Valley, prompting increased monitoring and coordination among Operations, Engineering, and field staff. Management is exploring various methods to

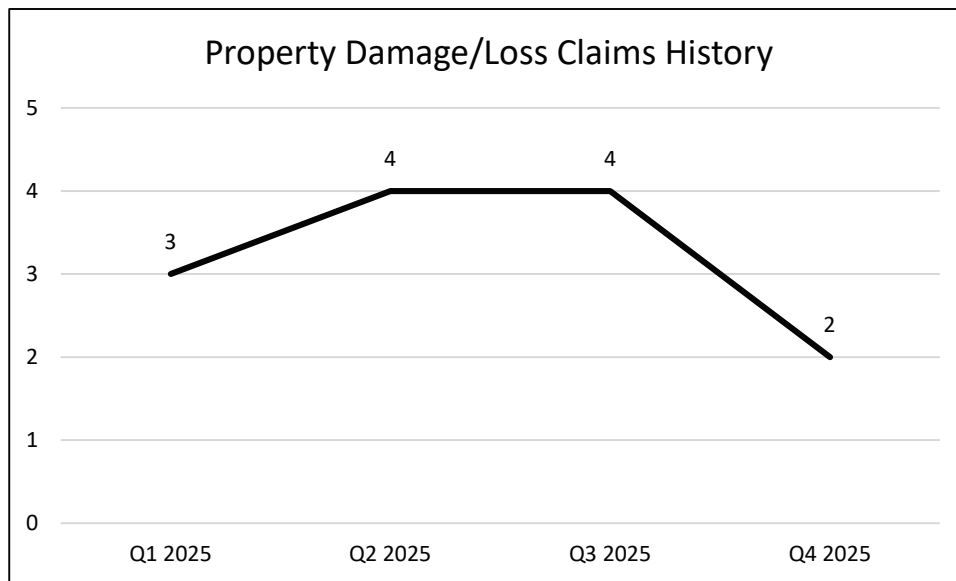




further secure hydrants, including the potential use of locators or tracking devices, and the District is currently evaluating the costs and feasibility associated with implementing these measures. Table B reflects the number of claims for property loss and damages for the fourth quarter.

**Table B – Second Quarter 2025 Property Loss or Damage Claims**

	Case	Involved Party	District Employee Liable?	Incident Location	Date	Approximate Cost
1	Minor Vehicle Accident	Employee	Yes	Brookside Avenue	December 4, 2025	\$2,000
2	Stolen Fire Hydrants (5)	External	No	Beaumont and Cherry Valley	December 2025	\$30,000



**General Liability Report:**

To ensure accountability and reduce exposure to liability, the District continues to actively manage and monitor claims filed against the organization. The objective of these efforts is to promptly address incidents, control costs, and implement corrective actions that help prevent future claims. Through regular coordination between Risk Management, Operations, and Finance, the District is strengthening its claims oversight process and reinforcing a proactive approach to risk mitigation. As of Q4 2025 shown in Table C, the District has two active claims under investigation, including one claim for property damage filed on December 29, 2025, and one claim for financial loss filed on November 3, 2025. While no costs have been finalized, one claim may result in a potential financial impact estimated between \$250 and \$500, and both matters remain under review and discussion with the claimants.



**Table C – Claims Against the District and Litigations**

	Type of Case	Case Status	Date Claim Filed	Cost Associated with Claims
1	Claim for Property Damage	Ongoing investigation and discussion with claimant.	December 29, 2025	TBD
2	Claim for Financial Loss	Ongoing investigation and discussion with claimant.	November 3, 2025	None, but potential \$250-\$500

**Emergency Response Team Report:**

Since September 31, 2025, the Emergency Response Team (ERT) has been conducting workshops on the Emergency Response Plan (ERP), as modified by the HR and Risk Manager and jointly reviewed by the team. At the April 15, 2025 Personnel Committee meeting, the Committee recommended that the General Manager and HR and Risk Manager coordinate Federal Emergency Management Agency (FEMA) training for key members of the ERT. This training is intended to strengthen employees' understanding of state- and federally-required emergency and non-emergency protocols, requiring 13 Emergency Response Team members to complete designated FEMA courses by February 10, 2026.

As of December 31, 2025, participants have achieved an 85% completion rate across all four FEMA virtual courses. These courses, totaling between 2 and 4 hours each, support continued compliance with incident command and emergency management training requirements.

**Table D – FEMA Virtual Courses Progress At-a-Glance**

	Virtual FEMA Courses	Hours	Completion Percentage	Individuals Completed
1	IS-00100(c): Introduction to Incident Command System (ICS-100)	2 hours	85%	11/13
2	IS-00200(c): Basic Incident Command System for Initial Response (ICS-200)	4 hours	85%	11/13
3	IS-00700(b): An Introduction to the National Incident Management System (ICS-700)	3.5 hours	85%	11/13
4	IS-00800(d): National Response Framework, An Introduction (ICS-800)	3 hours	85%	11/13



### **ACWA-JPIA President's Special Recognition Awards**

On December 1, 2025, Beaumont-Cherry Valley Water District (BCVWD) was honored with three President's Special Recognition Awards from the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), recognizing exceptional performance in risk management and loss prevention. This marks the first time BCVWD has received all three awards concurrently, highlighting the District's strong commitment to operational excellence and fiscal stewardship.

BCVWD received the General Liability Program award for maintaining low claim costs relative to contributions from October 1, 2021, through September 30, 2024, reflecting a culture of accountability and effective risk management. In addition, the District earned first-time President's Special Recognition Awards for both the Property Program and Workers' Compensation Program for the period July 1, 2021, through June 30, 2024, underscoring its dedication to employee safety and infrastructure protection.

These recognitions are proudly dedicated to all BCVWD staff, whose professionalism, diligence, and daily commitment made this milestone achievement possible in service to the Beaumont and Cherry Valley communities.

### **Fiscal Impact**

There is no fiscal impact to the District's Workers' Compensation program, as all related costs are fully covered under the ACWA JPIA blanket policy. The incident resulted in no lost work time, aside from medical follow-ups, and the employee remained on restricted duty with minimal operational impact.

The fiscal impact of property damage claims depends on whether costs fall below the \$10,000 ACWA JPIA deductible or are excluded from the Memorandum of Coverage (MOC). District vehicle repairs for the quarter are estimated at \$2,000 and are covered within the annual budget. For property loss claims, the fiscal impact is pending ACWA JPIA determination; if excluded from the MOC, the District could incur an estimated \$30,000 loss for five damaged hydrants.

The fiscal impact of active claims against the District remains undetermined.

There is no direct fiscal impact from FEMA training, as courses are provided at no cost; staff time to complete the training (12.5 hours) has already been accounted for in the operating budget.

### **Attachments:**

1. ACWA JPIA Presidential Recognition Award for General Liability Program
2. ACWA JPIA Presidential Recognition Award for Property Program
3. ACWA JPIA Presidential Recognition Award for Workers Compensation Program

*Staff Report Prepared by Ren Berioso, Human Resources and Risk Manager*




# *President's Special Recognition Award*

*The President of the  
ACWA JPIA  
hereby presents Special Recognition Award to*

## *Beaumont-Cherry Valley Water District*

*In recognition of outstanding performance in the Liability program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 10/01/2021 - 09/30/2024 announced at the ACWA JPIA Board of Director's meeting held in San Diego, California.*



*Melody McDonald, President*



*December 01, 2025*



# *President's Special Recognition Award*

*The President of the  
ACWA JPIA  
Hereby presents Special Recognition Award to*

## *Beaumont-Cherry Valley Water District*

*In recognition of outstanding performance in the Property program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 07/01/2021 - 06/30/2024 announced at the ACWA JPIA Board of Director's meeting held in San Diego, California.*

*Melody McDonald*

*Melody McDonald, President*



*December 01, 2025*



# *President's Special Recognition Award*

*The President of the  
ACWA JPIA*

*Hereby presents this Special Recognition Award to*

## *Beaumont-Cherry Valley Water District*

*In recognition of outstanding performance in the Workers' Compensation program, demonstrated by maintaining exceptionally low claim costs relative to contributions during the period 07/01/2021 - 06/30/2024 announced at the ACWA JPIA Board of Directors' meeting held in San Diego, California.*



*Melody McDonald, President*



*December 01, 2025*



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
January 20, 2026**

**Item 7**

**HUMAN RESOURCES AND RISK MANAGEMENT 2025 ANNUAL REPORT**

**TO:** Personnel Committee

**FROM:** Ren Berioso, Human Resources and Risk Manager

**SUBJECT:** Human Resources and Risk Management Report for Fiscal Year 2025

**Staff Recommendation**

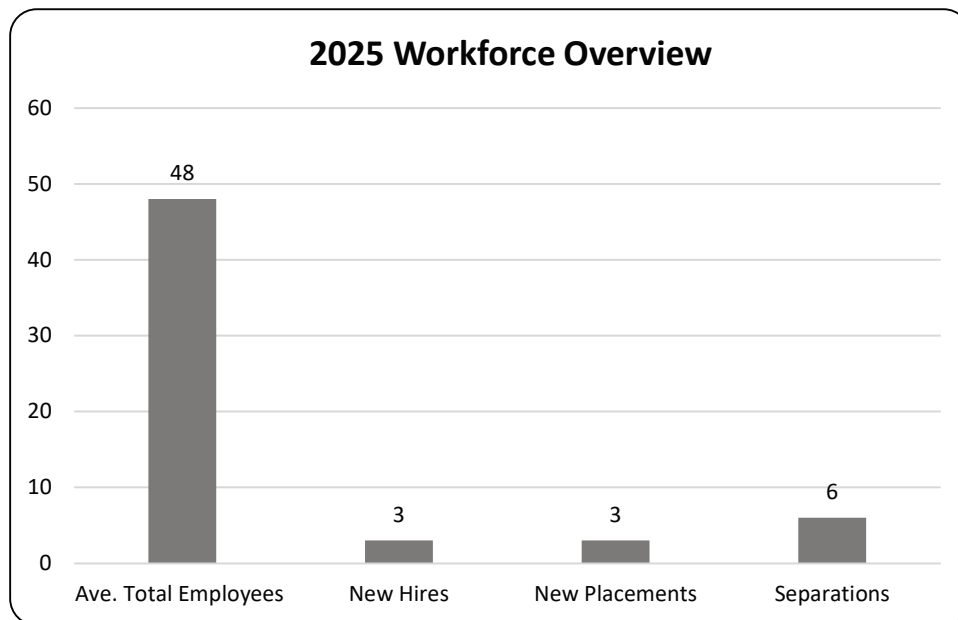
Receive and file, or direct staff as desired.

**Item 1: Workforce Overview\***

The table and chart below represent the District's Workforce Overview from January 1 to December 31, 2025.

Total Employee Count Beginning January 1, 2025 ( <i>excluding Board of Directors</i> )	49
Total Employee Count Ending December 31, 2025 ( <i>excluding Board of Directors</i> )	47
New Hires (including temporary employees)	3
New Placements (including department/division transfers)	3
Separations (Full-Time and Part-Time)	6
Net Growth	-4.10%
Turnover Rate	12.5%

*\*Employee count includes full-time, part-time, interns and direct-hired temporary employees.*



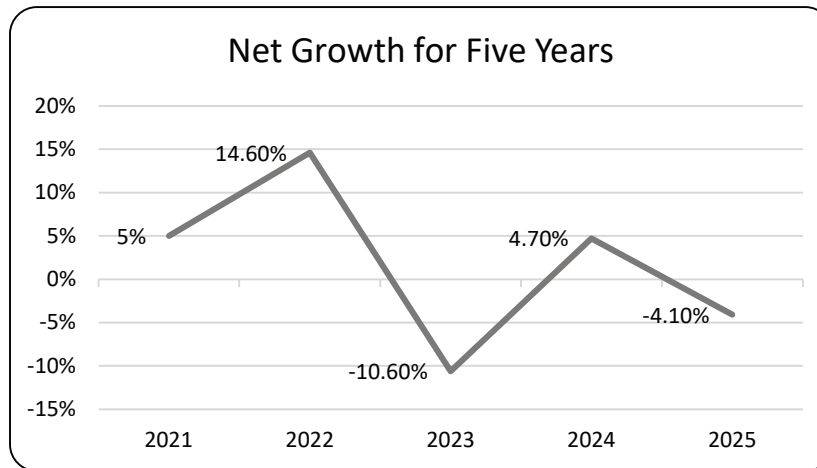




## **Item 2: Workforce Net Growth (5-Year Period)**

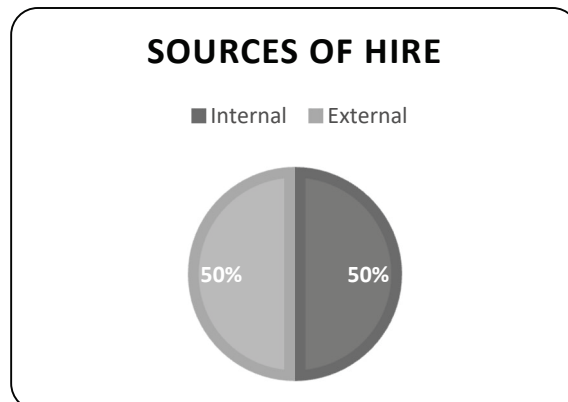
Between 2021 and 2025, the District experienced fluctuations in workforce size, with the most significant growth occurring in 2022 (+14.6%) and the largest decline in 2023 (-10.6%). The most recent year reflects a modest net decrease of 4.1 percent.

Year	Beginning Headcount	Ending Headcount	Net Change	Net Growth
2021	40	42	+2	5%
2022	41	47	+6	14.60%
2023	47	42	-5	-10.60%
2024	43	45	+2	4.70%
2025	49	47	-2	-4.10%



## **Item 2: Recruitment and Classification**

In 2025, the District posted 8 positions and successfully filled a total of 6 positions, with 3 employees hired internally—including those promoted—and 3 talented individuals recruited externally. With the internal and external hiring percentages closely aligned, this balance highlights the District's strong commitment to employee development and succession planning. On average, positions were filled within 38 days, with a cost-per-hire of approximately \$2,670, demonstrating efficiency in the hiring process.





**Table 1 – List of Positions Posted and Filled for FY 2025\***

	<b>Positions Hired / Promoted</b>	<b>Talent Acquired</b>	<b>Number of Placement/s</b>	<b>Department</b>	<b>Posting Time Frame</b>	<b>Start Date</b>
<b>1</b>	Director of Finance and Administration	Internal	1	Finance and Administration	Succession Planning 1/1/2025	1/1/2025
<b>2</b>	Customer Service Representative I	External	1	Finance and Administration	1/27/2025 – 2/6/2025	4/21/2025
<b>3</b>	Engineering Intern	External	1	Engineering	3/31/2025 – 4/11/2025	7/28/2025
<b>4</b>	Water Utility Worker I	Internal	1	Operations	6/30/2025 – 7/10/2025	7/15/2025
<b>5</b>	Customer Service and Utility Billing Manager	Internal	1	Finance and Administration	Reclassified Position / Succession Planning	7/1/2025
<b>6</b>	Water Utility Worker I (Temp)	External	1	Operations	9/9/2025 – 9/23/2025	12/1/2025
<b>7</b>	Customer Service Representative I	N/A	N/A	Finance and Administration	12/15/2025 – 1/5/2026	Potential 1/26/2026
<b>8</b>	Administrative Clerk	N/A	N/A	Operations / Engineering	12/15/2025 – 1/5/2026	Potential 1/26/2026

\*Table is organized by posting time frame.

Table 2 summarizes six position changes for FY 2025, including four reclassified existing positions and two newly established positions across Operations, Finance and Administration, and Information Technology. The reclassifications reflect updated scopes and titles, while the new positions support enhanced customer service and administrative capacity, with effective dates ranging from May 2025 through January 2026.

**Table 2 – List of Reclassified Positions for FY 2025**

	<b>Status</b>	<b>Former Classification</b>	<b>New Classification</b>	<b>Effective Date</b>	<b>Department</b>
<b>1</b>	Existing	Maintenance Technician*	Maintenance Technician I	5/1/2025	Operations
<b>2</b>	Existing	Customer Service Supervisor	Customer Service and Utility Billing Manager	7/1/2025	Finance and Administration



	Status	Former Classification	New Classification	Effective Date	Department
3	Existing	Human Resources Manager	Human Resources and Risk Manager	7/1/2025	Finance and Administration
4	Existing	Director of Information Technology	Director of Information Technology and Cybersecurity	7/1/2025	Information Technology and Cybersecurity
5	New	N/A	Senior Customer Service Representative	7/1/2025	Finance and Administration
6	New	N/A	Administrative Clerk	1/1/2026	Operations and Engineering

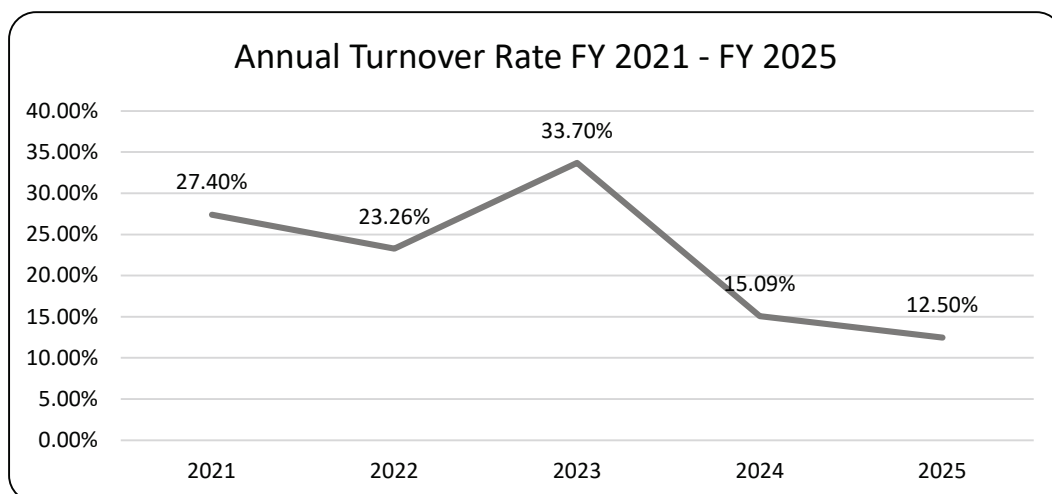
*\*Maintenance Technician I previously shared the same job description with Maintenance Technician II*

### **Item 3: Employee Retention and Turnover**

The overall turnover rate for FY 2025 was 12.50%, with the following information:

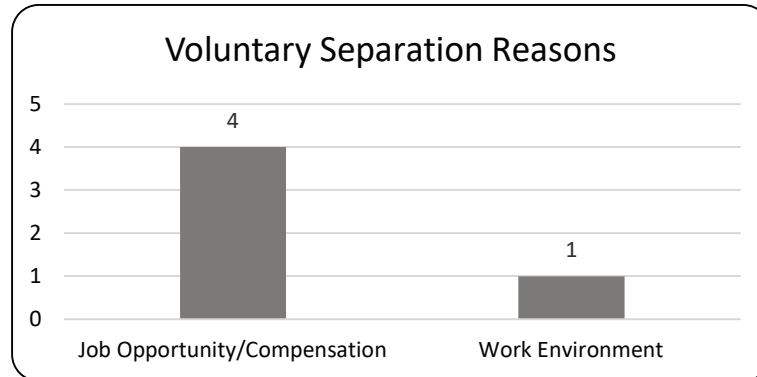
2025 Employee Turnover Breakdown	
Voluntary	5
Involuntary	1
Retirement	0

For the past five years since 2021, the District has significantly reduced its turnover rate, demonstrating the success of its proactive retention strategies. This improvement reflects the District's commitment to fostering a positive work environment, providing career growth opportunities, and supporting employee well-being, all of which contribute to a long-term workforce stability.





The chart below shows that the top reasons for voluntary departures included career advancement opportunities and compensation concerns.



#### **Item 4: Compensation and Benefits**

Effective January 1, 2026, market-based salary adjustments included a 2.9% cost-of-living adjustment (COLA) based on the August-to-August Consumer Price Index (CPI) for U.S. Cities. This adjustment was incorporated into the 2026 salary schedule, which was adopted by the Board on December 10, 2025.

As part of the Benefits Survey conducted April 1–7, 2025, HR and Risk Management enhanced employee health and wellness offerings that support work-life balance, including employee discounts through FunExpress and discounted gym memberships through the District's partnership with Planet Fitness in Beaumont, California.

Additionally, overall benefits enrollment increased by 2.22%, with the majority of employees continuing to participate in health insurance, deferred compensation, and retirement plans, underscoring a strong focus on long-term financial security and employee well-being. Healthcare benefits remain the District's largest benefit expense, with medical insurance premiums increasing an average of 11.38% in 2025.

#### **Item 5: Training and Development**

The District is committed to investing in the training and development of its staff to ensure they are well-equipped to perform their duties effectively, respond to emergencies, and mitigate health and safety risks. These training programs are also conducted in compliance with State and Federal requirements, reinforcing the District's commitment to regulatory adherence and workplace safety.

In FY 2025, District employees completed a total of 87 training hours. Additionally, leadership development initiatives were conducted from June to July 2025 for directors, managers, and supervisors, further strengthening the District's commitment to fostering strong leadership, professional growth and adherence to federal and state laws.



**Table 1 – List of Trainings Conducted for FY 2025**

	<b>Training</b>	<b>Department/s</b>	<b>Hours</b>	<b>Date/s</b>
<b>1</b>	Monthly Safety Training	All Departments	6	Every 1 <sup>st</sup> Wednesdays of the month
<b>2</b>	Monthly Operations Safety Training	Operations	6	Every 3 <sup>rd</sup> Thursdays of the month
<b>3</b>	CalPERS 457(b) Plan Overview and Refresher	All Departments	1	January and May 2025
<b>4</b>	2025 Guide to Employee Engagement Survey	All Departments	0.5	January 15, 2025
<b>5</b>	Unannounced Earthquake Drill	All Departments	2	January 12, 2025
<b>6</b>	Active Shooter Training	All Department	4	February 1, 2025
<b>7</b>	Heat Stress Management	All Departments	0.5	April 1, 2025
<b>8</b>	Defensive Driving Class	Operations	6	April 3, 2025
<b>9</b>	Confined Space Training	Operations	4	May 6, 2025
<b>10</b>	Online Cybersecurity Training	All Departments	1	May and June 2025
<b>11</b>	DOT Supervisor Training	All Leadership	3	May 29, 2025
<b>12</b>	Customer Service Training	Customer Service Division	16.5	May to July 2025
<b>13</b>	HR Training Sessions for Leadership	All Leadership	3	June and July 2025
<b>14</b>	Fire Safety and Extinguisher Training	All Departments	3	July 3, 2024
<b>15</b>	Great Shakeout Earthquake Drill	All Departments	3	October 16, 2025
<b>16</b>	Budget 101, 102, 103 and General Presentation	All Departments	3	June, July and December 2025
<b>17</b>	Anti-Harassment Training for Managers, Supervisors	All Leadership	3	November 3, 2025
<b>18</b>	Anti-Harassment Training for Staff	All Staff	2	November 3, 2025
<b>19</b>	Local Agency Ethics Training	Selected Staff	2	November 17, 2025
<b>20</b>	FEMA Training	ERT Members	12.5	November 3, 2024
<b>21</b>	HR Safety Trainings	Operations	4	May to September 2025
<b>TOTAL HOURS</b>			<b>87</b>	



### **Item 6: Performance Management**

In 2025, employee performance reviews were conducted for 88% of staff. 100% of employees reviewed met or exceeded expectations, and 4.26% (2 out of 47) of the employees reviewed received promotions based on performance evaluations.

### **Item 7: Employee and Labor Relations**

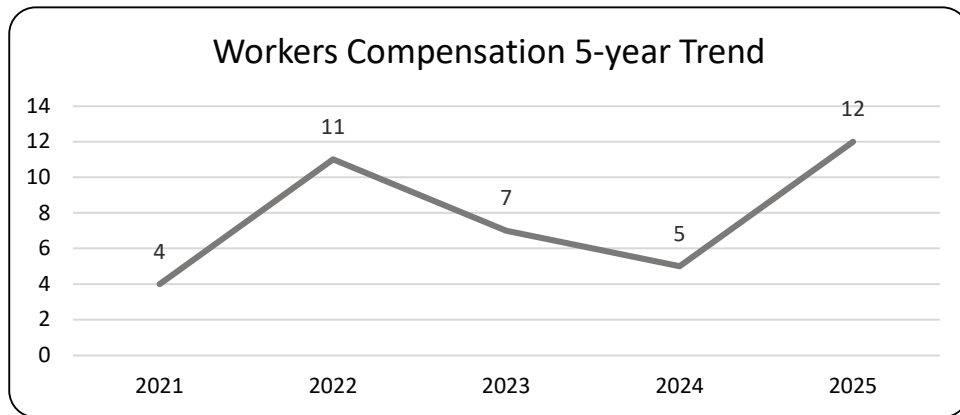
In 2025, Human Resources and Risk Management documented a total of 29 employee and labor relations cases, all of which were resolved through partnership with the General Manager and the Department Heads, within an average of 6.10 days. The top 3 issues addressed in these cases are employee conflict (10), policy or procedure conflict (6) and complaints against management/supervisor (5). Through a proactive and structured approach, HR ensured timely resolutions while fostering a fair and supportive work environment.

### **Item 8: Risk Management**

Human Resources, in collaboration with District Legal Counsel and ACWA-JPIA, plays a pivotal role in risk management at the District, proactively addressing potential challenges to ensure a safe and compliant work environment. Key risk areas include workers' compensation claims, property loss and damage claims, and liability claims against the District. Through strategic oversight and preventive measures, HR continues to mitigate risks while fostering a culture of safety and accountability.

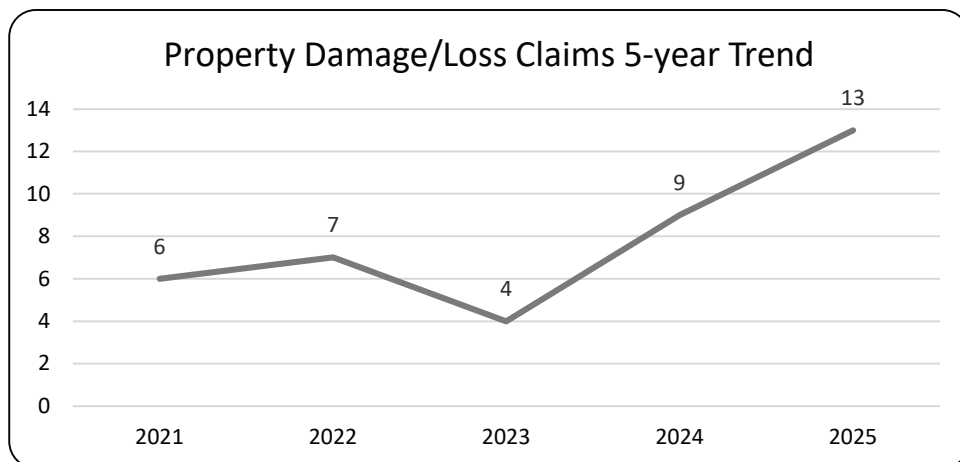
**Table 1 – 2025 Workers Compensation Claims**

	<b>Case</b>	<b>Department/s</b>	<b>Status</b>	<b>Date</b>
<b>1</b>	Strained Right Leg and Lower Back	Operations	Medical Care	March 20, 2025
<b>2</b>	Ankle Injury	Operations	Medical Care	May 7, 2025
<b>3</b>	Deep-Cut Middle Finger	Operations	First Aid	May 22, 2025
<b>4</b>	Lower Back Injury	Operations	Medical Care	June 9, 2025
<b>5</b>	Heat Exhaustion	Operations	Medical Care	June 24, 2025
<b>6</b>	Heat Exhaustion	Operations	Near -Miss / First Aid	June 27, 2025
<b>7</b>	Lower Back Injury	Operations	Medical Care	June 30, 2025
<b>8</b>	Bodily Trauma	Operations	Medical Care	July 9, 2025
<b>9</b>	Heat Exhaustion	Operations	Near -Miss / First Aid	August 5, 2025
<b>10</b>	Minor Left Knee Wound	Engineering	First Aid	October 8, 2025
<b>11</b>	Right Knee Injury	Operations	Medical Care	December 8, 2025
<b>12</b>	Bodily Trauma	Operations	Medical Care	December 30, 2025
			<b>TOTAL</b>	<b>12 Cases</b>



**Table 2 – 2025 Property Loss or Damage Claims**

	Case	Party Liable	Incident Location	Date
1	Damaged Fire Hydrant	External	Masters Ave	January 2, 2025
2	District Vehicle Damage	Employee	5 <sup>th</sup> Street	January 28, 2025
3	District Vehicle Damage	Employee	1 <sup>st</sup> Street	February 12, 2025
4	District Vehicle Damage	Employee	12 <sup>th</sup> and Palm Ave	April 2, 2025
5	District Vehicle Damage	Employee	Orchard Ave	May 6, 2025
6	District Vehicle Damage	Employee	12 <sup>th</sup> and Palm Ave	May 19, 2025
7	Damaged Fire Hydrant	External	Singh St	May 26, 2025
8	District Property Damage	External	Brookside Ave	July 6, 2025
9	District Vehicle Damage	External	Beaumont Ave	July 9, 2025
10	Customer Property Damage	Employee	Live Oak Ave	August 2, 2025
11	Damaged Fire Hydrant	External	Palm Ave & 11 <sup>th</sup> St	August 12, 2025
12	District Vehicle Damage	Employee	Brookside Ave	December 4, 2025
13	Stolen Fire Hydrants	External	Multiple Locations	December 2025
<b>TOTAL</b>				<b>13 Cases</b>







**Table 3 – Claims Against the District (General Liability)**

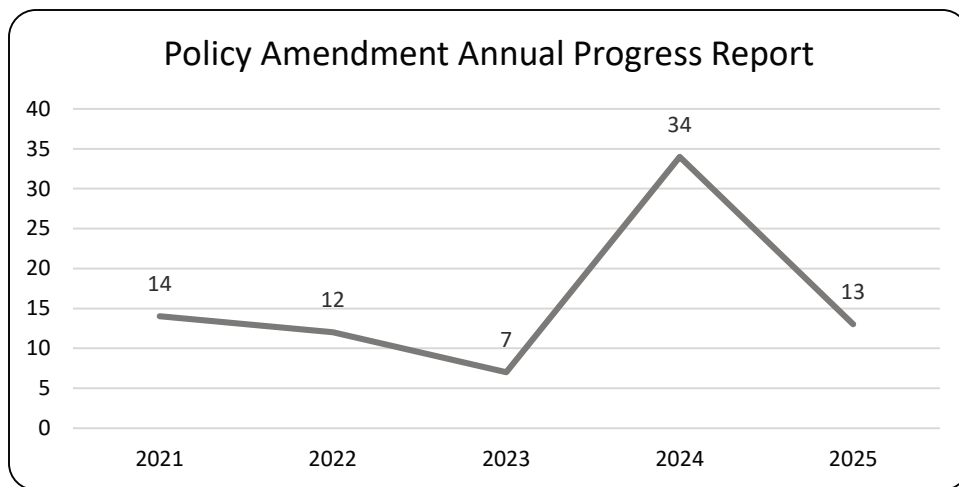
	Case Status	Count
1	Claims Resolved	6
2	Claims Pending Resolution	2
3	Claims Escalated to Litigation	1

### **Item 9: Policy Amendments and Legal Compliance**

In 2025, the Human Resources and Risk Management Department successfully amended **13** personnel-related policies through a strong, collaborative partnership with District staff and the Personnel Committee. These coordinated efforts resulted in the District's personnel policy framework being **100%** complete, reflecting a continued commitment to regulatory compliance, operational clarity, consistency in employment practices, and overall organizational effectiveness.

In parallel, the Department of Information Technology (IT) and Cybersecurity partnered with HR and Risk Management to develop and formalize all personnel-related IT and cybersecurity policies. Through this cross-departmental collaboration, a total of **18** IT-related personnel policies were successfully established, strengthening governance, data security, and employee accountability in the use of District technology resources.

The chart below illustrates the District's steady progress in revising and establishing personnel-related policies since FY 2021, highlighting a multi-year, strategic approach to policy modernization and risk mitigation.



A few sections of the District Personnel Policies Manual were amended to align with the legislative updates introduced in 2025, ensuring compliance with the latest labor laws and regulatory requirements. These amendments reflect the District's commitment to maintaining a fair, legally compliant, and up-to-date workplace framework.



**Table 1 – 2025 Legislative Compliance**

	<b>Legal Statute</b>	<b>Nature</b>	<b>Effective Date</b>	<b>Policies / Procedures Amended</b>
<b>1</b>	AB 2499	Leave Protection for Victims of Domestic Violence	January 1, 2025	3085 Leave for Crime Victims and Family Members, and Victims of Domestic Violence, Sexual Assault and Stalking
<b>2</b>	SB 1100	Driver License Requirement	January 1, 2025	3145 Driver Training and Record Review  All Job Descriptions Audited and Modified
<b>3</b>	AB 2561	Public Hearing for Job Vacancies and Retention	January 1, 2025	Held a Public Hearing on October 28, 2025

**Item 10: Awards and Recognition**

In 2025, the Human Resources and Risk Management Department experienced a year marked by several significant milestones and “firsts” that reflect the District’s continued focus on employee engagement, organizational culture, and risk management excellence.

In August 2025, the District achieved an Employee Engagement score of 95% on the Great Place To Work® survey. This result represents a notable achievement, as it is the first time in five years that the District has earned a score exceeding 90%, underscoring meaningful improvements in workplace culture, leadership trust, and employee satisfaction.

Additionally, 2025 marked the first time the District received the ACWA JPIA President’s Special Recognition Award in all three program categories—General Liability, Property, and Workers’ Compensation. This distinction reflects the District’s strong performance in risk management, loss prevention, and safety practices, as well as the effectiveness of cross-departmental collaboration and proactive compliance efforts.

Collectively, these accomplishments highlight the District’s commitment to fostering a positive workplace environment while maintaining robust risk management and operational accountability.

**Item 11: 2026 Goals**

In 2026, the Human Resources and Risk Management Department will focus on strengthening workforce stability and engagement through targeted recruitment, retention, and leadership development initiatives. The Department will continue to enhance compliance, risk mitigation, and safety programs by leveraging data, refining policies, and expanding training to proactively address emerging organizational and regulatory risks. Additionally, HR and Risk Management will prioritize employee well-being, operational efficiency, and cross-departmental collaboration to support a resilient, high-performing workforce aligned with the District’s strategic goals.

*Staff Report Prepared by Ren Berioso, Human Resources Manager*



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
January 20, 2026**

**Item 8**

**STAFF REPORT**

**TO:** Personnel Committee

**FROM:** Human Resources and Risk Management

**SUBJECT: Consideration of Initiating Memorandum of Understanding (MOU) Negotiations with the Employee Association**

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**Staff Recommendation**

Recommend that the Board of Directors authorize staff to proceed with Memorandum of Understanding (MOU) negotiations with the recognized Employee Association for the current year and provide directions to the Chief Negotiator or designee regarding the negotiation framework and priorities.

**Background**

The District's current Memorandum of Understanding (MOU) with the recognized Employee Association covers the term January 1, 2022 through December 31, 2026, and governs wages, hours, and other terms and conditions of employment. The current MOU is scheduled to sunset on December 31, 2026. The General Manager serves as the District's designated Chief Negotiator in accordance with District policy. As part of the District's ongoing labor relations responsibilities, the MOU is subject to renegotiation to ensure alignment with operational needs, financial sustainability, and labor market conditions.

**Summary:**

The District is preparing to begin negotiations with the Employee Association in advance of the expiration of the current 2022–2026 MOU. Several factors will inform the negotiation process and related budgeting considerations:

1. Pre-Bargaining Analysis
  - a. Review of existing MOU provisions and contractual obligations
  - b. Financial and economic analysis to assess fiscal capacity and long-term sustainability
  - c. Human Resources analysis, including recruitment, retention, classification, and compensation considerations
2. Closed Session – Board of Directors
  - a. The Board will receive the results of the pre-bargaining analysis in Closed Session
  - b. The Board will provide direction/s to the Chief Negotiator regarding negotiation parameters and objectives
3. Negotiation Meetings and Closed Session Updates
  - a. Negotiation meetings with the Employee Association will commence January 27, 2026, in accordance with applicable labor laws and MOU provisions
  - b. The Chief Negotiator and Human Resources staff will provide periodic updates to the Board of Directors in Closed Session and receive further directions as needed
4. Tentative Agreement



- a. The Chief Negotiator will have authority to reach a tentative agreement with the Employee Association, subject to Board approval
  - b. Any tentative agreement will be reviewed by Legal Counsel and the Employee Association prior to presentation to the Board by HR and Risk Management
5. Board Approval and Adoption
  - a. Upon recommendation from HR staff and approval by Legal Counsel, the revised MOU will be presented to the Board of Directors for consideration and adoption in Open Session tentatively August or September 2026.

To support effective fiscal planning, HR staff recommends that the Board consider adopting the updated MOU by the end of July 2026, allowing the District to align finalized economic provisions with the annual budget development process by Finance and Administration Department. Accordingly, the target timeframe to finalize the economic components of the MOU is between June and July, providing sufficient time to prepare for implementation of any proposed changes.

Additionally, Employee Association representatives will be permitted to use District resources, within reason, such as District buildings, meeting rooms, and internet utilities, for the purpose of preparing for negotiations, provided that advance notice is given to the General Manager or designee and such use does not interfere with District operations.

### **Fiscal Impact**

Fiscal impacts associated with the proposed MOU negotiations are currently unknown and will be evaluated as negotiations progress.

### **Attachments**

1. BCVWD and Employee Association Memorandum of Understanding (2022–2026)

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

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

January 1, 2022 – December 31, 2026

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## **Introduction**

This Memorandum of Understanding, hereinafter referred to as "MOU" entered effective the 1<sup>st</sup> day of January 2022, 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". The Association is the only employee organization which has been formally recognized by the District pursuant to District policy.

## **Duration**

This MOU shall become effective the 1<sup>st</sup> day of January, 2022, and shall remain in full force and effective the 31<sup>st</sup> day of December 2026. If the effective period closes with no new MOU in place, the provisions defined in this document will remain in effect until a new MOU is adopted.

## **Purpose**

The purposes and objectives of the Parties in entering this MOU are to preserve and continue the existing harmonious relationship between the District, Association, and the Association member employees.

## **Article 1: Compensation**

It is agreed that the adopted "BCVWD Salary Schedule" will be the basis of compensation for employees in the bargaining unit or Association. The listed hourly rate for each step will be considered the "base rate" for the purposes of calculating overtime pay ("time and a half"). The BCVWD Salary Schedule will be published in the Operating Budget prepared by District staff, available to staff and the general public.

## **Article 2: Recognition**

The District hereby recognizes the Association as the sole and exclusive bargaining agent for all District employees classified as non-exempt (hourly). The following is an example and non-exclusive list of classifications represented by the Association bargaining unit.

- Administrative Assistant
- Customer Service Representative I
- Customer Service Representative II
- Customer Service Representative Supervisor
- Development Services Technician
- Maintenance Worker
- Water Production Operator I
- Water Production Operator II
- Water Production Supervisor
- Water Utility Worker I
- Water Utility Worker II
- Senior Water Utility Worker

## Water Utility 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, in accordance with District policy.

### **Article 3: Provisions of Law**

It is understood and agreed upon, that this MOU is subject to all current and future applicable federal and state laws, 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 4: Management Rights**

The Association recognizes that the District's Board of Directors has the responsibility and authority to set policy on behalf of the public, and the General Manager has the responsibility and authority to manage and direct all District operations and activities to the full extent permitted by applicable statutes of law.

The Association recognizes that the District and its representatives (Board of Directors, District Management, etc.) have the right, 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. All direction of bargaining unit employees will go through the duly authorized managerial employees.

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 management 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 District's sole right to manage the District and direct the work of its employees; right to hire new employees; determine the staffing patterns and the number of kinds of personnel required; determine its organization; determine performance standards; 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; decide on the building, location, or modification of a facility; determine the budget and methods of raising revenue; determine District objectives and policies; determine the time and hours of operation to District facilities; and determine rules applicable to employees. The District also retains the right to hire, transfer, promote, demote, lay off, recall, discharge, suspend, and discipline for just cause.

The District retains the right to amend, modify, or rescind policies and practices set forth in this

MOU in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action that affects District facilities or equipment or involves an act of God or specific governmental emergency order requiring the District to take certain action or refrain from taking certain action.

#### **Article 5: District's Rights Relative to Payroll Deductions (Withholding)**

The District shall have the unqualified right to make all proper and required deductions (withholdings) from the wages of District employees represented by the Association. Such amounts are including, but not limited to, Federal and State income taxes, employee contributions to CalPERS, and voluntary programs such as supplemental life insurance, deferred compensation, and benefits deductions.

#### **Article 6: Employee Rights**

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

#### **Article 7: No Strike or Lock-Out**

During the term of this MOU, BCVWD employees and MOU representatives 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 Association Representative 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 8: Agendas**

Agendas for meetings of the BCVWD Board of Directors will be furnished to Association representatives at no charge.

#### **Article 9: Non-Discrimination**

The District is an Equal Opportunity Employer. The provisions of this agreement shall apply to all persons covered by this agreement without discrimination on account of any protected status recognized by law, nor will there be discrimination in respect to hiring and retention.

## **Article 10: On-Call and Alternate Work Schedules**

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

Employees 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 on-call employees will continue, subject to the On-Call Work Schedule described below. The On-Call 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 (On-Call Work Schedule), the employee shall work two consecutive weeks subject to the standard schedule until his/her next scheduled stand-by. Employees are assigned different starting weeks to provide weekend coverage.

Alternate Work Schedule (4/10): The normal workday 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 ½) hours of rest for all employees. Employees would work four (4) ten (10) hour days and be off for three (3) days.

Overtime shall be in accordance with Article 11, herein.

Paid Time Off: Employees scheduled under an alternate work schedule, such as a 4/10 schedule, shall be charged at the rate of ten (10) hours per day for vacation and sick leave. Employees scheduled under Option B or C above shall be charged at the rate of eight (8) hours per day for vacation and sick leave.

2. The Alternate Work Schedule (4 days per week, 10 hours per day), currently operates for all staff except for designated production operators, with the understanding that a traditional work schedule (5 days per week, 8 hours per day), may be implemented with fourteen (14) calendar days' notice to all affected employee(s).

## **Article 11: Overtime**

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

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

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

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

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

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

## **Article 12: Standby and On-Call Duties**

Production Operator:

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

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

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

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

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

#### Utility Worker:

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

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

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

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

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

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



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

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

All Standby Employees shall:

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

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

### **Article 13: Call Out Time**

Employees shall be paid a minimum of two (2) hours at the regular overtime rate as defined in Article 11, 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 employee's 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. 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 14: Equitable Distribution of Call Out Overtime**

There will be equitable distribution of call out overtime. The District will make use of an overtime schedule, and if there are volunteers for additional or unscheduled overtime, volunteers will be selected for overtime. Considerations will be made to ensure safety so that individuals are not working excessively long shifts without rest. If all considerations are equal,

volunteers for overtime will be selected using a random method.

### **Article 15: 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. The District reserves the right to advertise internal positions to the general public, and to select an outside candidate, if that candidate is the best qualified for the open 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 may be considered.

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. Compensation at the new classification will be set at a minimum of 5% above previous rate of pay in the salary schedule for the new classification, if achievable within the salary range for the new position. The District reserves the right to hire outside the present workforce.

### **Article 16: Introductory and Temporary Employees**

**Introductory Employee.** All newly hired employees covered under the MOU will 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. Successful completion of the introductory period does not make an employee eligible for a merit increase in regular pay.

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

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 and eighty (180) days. If said leave of absence will be in excess of one hundred and eighty (180) calendar days, the General Manager may extend a temporary employee's assignment, hire a regular employee to fill the vacancy, promote or transfer an employee, or appoint an interim employee, depending on the District's needs.

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

### **Article 17: Performing Work Out of Classification**

Employees required by their supervisor to work a normal shift in a temporary classification higher than his/her 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.

Performing work out of classification is limited to a total of six (6) months within a calendar year.

### **Article 18: 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) calendar days prior to the date the layoff is to take effect. Employee Association Representatives will be notified in the event of a layoff in each circumstance. 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 19: MOU Grievance Procedure**

A MOU grievance is any alleged violation, or major difference of opinion, as to the interpretation or application of the negotiated MOU agreement.

An employee is entitled to representation in the preparation and presentation of his/her MOU 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 with the MOU, or reprisal in seeking appropriate adjustment of a MOU grievance. The following steps illustrate the MOU grievance procedure:

**Step 1:** A MOU 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 MOU grievance will be deemed to have been waived. Prior to filing a written MOU 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) business days of the discussion with the employee concerning the matters giving rise to the MOU grievance.

**Step 2:** In the event the problem is not resolved through informal discussion as outlined in Step 1, the MOU grievance will be submitted in writing to Human Resources, within five (5) business days of receipt of the immediate supervisor's answer. Upon receipt of a written MOU grievance, Human Resources shall meet with the employee and his/her representative within ten (10) business days. Human Resources will review the matter with management and shall render a written decision no later than three (3) business days after the Step 2 meeting.

**Step 3:** In the event the problem is not resolved through the procedure outlined in Step 2, the MOU grievance shall be submitted in writing to the General Manager, within five (5) business days of receipt of the response from Human Resources. Upon receipt of a written MOU grievance, the General Manager shall meet with the employee, his/her representative, and with management within ten (10) business days. The General Manager shall render a written decision no later than three (3) business days after the Step 3 meeting.

**Step 4:** Should the grievance not be resolved in step 3, it may then be appealed by the grievant, in writing, to the Personnel Committee of the Board of Directors within three (3) business days. The Personnel Committee shall meet with the grievant, and his/her representative, within ten (10) business days of submission for review and render a written decision ten (10) business days thereafter, which decision shall be final.

A MOU 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. If the nature of the MOU grievance concerns the safety of employees and/or the public, the grievant may choose to skip to Step 2 or 3 to issue the grievance to either Human Resources or the General Manager directly.

## **Article 20: Progressive Discipline**

- i. The General Manager, or his/her designee 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 – involuntary 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 shall 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 non-prescription drugs during work shift or on District property nor report for work while under the influence of alcohol or drugs. 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 conduct.
  - G. Discourteous treatment of the public.
  - H. Accepting gratuities or tips offered in exchange for District services rendered to 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 warning. Both verbal and written

warnings shall be documented and documentation shall be maintained in the employee's personnel file.

2. Should the misconduct continue, management has the option to issue a second, written warning, 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 employee's 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 personnel file.

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

### **Article 21: 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 the most recent anniversary date of hire or promotion.

### **Article 22: Employee Compensation**

All full-time employees covered under the MOU shall receive compensation in accordance with the provisions of this MOU, District Policies and Procedures manual, and adjusted ranges in the Salary Schedule (as defined in the approved annual District budget).

### **Article 23: Incentive Pay**

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

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

## **Article 24: Sick Leave**

Bargaining Unit employees shall accumulate sick leave at the rate of 3.70 hours per pay period (bi-weekly).

Incentive Plan "A":

An employee not using any sick leave for twelve (12) consecutive months may convert their accrued sick hours to cash at a rate of half (0.5) times their regular hourly rate. Sick hours may be "cashed out" at the employee's request no more than two (2) times per calendar year. Employees must maintain a balance of a least forty (40) hours of sick leave.

Incentive Plan "B":

Upon retirement or death, an employee, or his/her beneficiary, shall be entitled to receive 50% of all accumulated sick leave not compensated for in Incentive Plan "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 25: 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.

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

Life Insurance: Life Insurance and/or Accidental Death and Dismemberment (AD&D) insurance shall be provided at the employee's current regular rate of pay, at the time of death or qualified event, equal to one year's salary.

## **Article 26: Holidays**

Employees shall be entitled to the following paid holidays:

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

### Employee Birthday (Floating Holiday)

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

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

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

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

### Article 27: Vacations

Employees shall accrue vacation in the following manner:

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

Vacation shall be earned from date of hire.

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

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

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

### Article 28: 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% employee contribution 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.

Vesting for retirement benefits will be in accordance with CalPERS requirements.

### **Article 29: Uniforms and Safety Equipment**

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

### **Article 30: Wellness**

The District shall provide, as an employee benefit, an Employee Assistance Program (EAP).

### **Article 31: Job-Related Instruction**

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

The District retains the right to approve any and all courses of study prior to attendance by the MOU Employee. The course must be approved by a supervisor prior to attendance in order to be eligible for reimbursement.



### **Article 32: Bereavement Leave**

Employees shall be allowed forty (40) hours of excused time off with pay for bereavement leave upon the death of a spouse, child, or domestic partner, and twenty (20) hours of excused time off with pay for bereavement leave upon the death of a parent, parent-in-law, sibling, grandchild, or grandparent. The designated number of hours of bereavement leave shall be allowed for each death of a qualifying family member. Documentation of the relation(s) death may be requested by Human Resources prior to approval. If additional time is needed, employees may use accrued leave time, such as sick leave or vacation, to supplement bereavement. Bereavement leave hours do not accrue, and bereavement leave is not considered an earned benefit. Time off due to bereavement will be counted concurrently against other approved leave, such as Family and Medical Leave due to FMLA.

Bereavement leave must be used within thirty (30) days of the loss and must be used in minimum five (5) hour increments of time. Employees will document time used and submit documentation of the loss to Human Resources if requested.

In extenuating circumstances, the General Manager has the discretion to approve bereavement leave for relationships not disclosed in this Article, or to extend excused time off, with or without pay.

### **Article 33: Cost of Living Adjustments**

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

### **Article 34: 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 35: Association Representative Compensation**

One (1) duly elected representative of the Employee Association will be provided a stipend of \$75.00 per meeting to attend Personnel Committee meetings, Regular Board Meetings, and special Board meetings if he/she attends in his/her capacity as an Association representative on Association business, and are not performing any work for the District at the meeting. The representative to be paid the stipend will be determined in advance of the meeting by the Association. Meeting attendance is not eligible for overtime pay unless required by law. Association representatives are not required by District management to attend Board meetings



outside of regular working hours, unless required in the employee's regular working capacity, such as making a presentation to the Board regarding District business.

### **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: Reopener**

The District may reopen the MOU at any time after January 1, 2022, for the purpose of negotiating health insurance benefits, and related provisions as necessary. The District may exercise its right to reopen by delivering a written request to the Association. Meeting and conferring will commence no later than 30 calendar days following the date of the request to reopen.

### **Article 38: 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 39: Term Agreement**

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

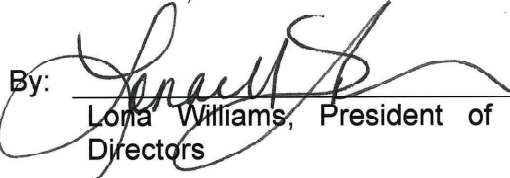
2026. The District agrees to conduct an internal compensation survey every third (3<sup>rd</sup>) year, and an external compensation study, conducted by an outside consultant, every ninth (9<sup>th</sup>) year, to facilitate salary range discussions to be considered for rate calculations and for the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

#### Article 40: 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

EMPLOYEE REPRESENTATIVES

By:   
Lona Williams, President of the Board of  
Directors

By: 

By:   
Dan Jagers, General Manager

By: 

By: 