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

NOTICE AND AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
ENGINEERING WORKSHOP

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

Thursday, November 19, 2026 - 6:00 p.m.
560 Magnolia Avenue, Beaumont, CA 92223
Note change of date due to Thanksgiving Day Holiday

TELECONFERENCE NOTICE
The BCVWD Board of Directors will attend in person at the BCVWD Administrative Office and/or via Zoom video teleconference pursuant to Government Code 54953 et. seq.

To access the Zoom conference, use the link below:
https://us02web.zoom.us/j/84318559070?pwd=SXlZMZCMGh0YTFlL2tnUGlpU3h0UT09

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

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

BCVWD provides remote attendance options primarily as a matter of convenience to the public. Unless a Board member is attending remotely pursuant to provisions of GC 54953 et. seq., BCVWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the Zoom teleconference or call-in line listed on the agenda. Members of the public are encouraged to attend BCVWD meetings in person at the above address, or remotely using the options listed. Members of the public are not required to provide identifying information in order to attend public meetings. Through the link above, the Zoom platform requests entry of a name and email address, and BCVWD is unable to modify this requirement.

Meeting materials are available on the BCVWD website:
https://bcvwd.gov/document-category/regular-board-agendas/

Call to Order: President Williams

Pledge of Allegiance: President Williams

Invocation: Director Hoffman

Request or Announcement, and Verification of Remote Meeting Participation Pursuant To GC 54953.8

Roll Call
and Introduction of Staff Members Present

Public Comment

Roll Call - Board of Directors

	President Lona Williams
	Vice President Andy Ramirez
	Secretary David Hoffman
	Treasurer John Covington
	Member Daniel Slawson

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

At this time, any person may address the Board of Directors on matters within its jurisdiction. However, state law prohibits the Board 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.

ACTION ITEMS
Action may be taken on any item on the agenda.
Information on the following items is included in the full Agenda Packet.

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

2. **Resolution 2026-__: Amending the District's Policies and Procedures Manual Part III adding Policy 5065 Easement Release and Abandonment, Policy 5066 Easement Acceptance, and Policy 5081 Contract Management** (pages 5 - 18)

3. **Proposed Successor Memorandum of Understanding with the BCVWD Employee Group (MOU), Incorporating Eight (8) Tentative Agreements, Labor Law Updates, and Language Modernization** (pages 19 - 135)

4. **Request for Will-Serve Letter for Tentative Tract Map No. 39327 (Assessor's Parcel No. 400-241-014) located at the southwest corner of Brookside Avenue and Union Street in the Community of Cherry Valley** (pages 136 - 145)

5. **Update on the 2025–2026 Urban Water Use Objective and Annual Reporting to the State Water Resources Control Board** (pages 146 -186)

6. **Resolution 2026-__: Adopting District Mission Statement** (pages 187 - 190)

7. **Legal Counsel Presentation: "Sustainable Groundwater Management Act and Streamlined Adjudication Act – are they compatible?"** (pages 191 - 197)

8. **Topic List for Future Meetings**

A Board Member may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors (Policy 4030.5)

	Item requested	Date of request	Requester
1	Recurring updates on MDP Line 16		
2	Options for District residence on Oak Glen Road	9/9/26	

9. **Announcements**

Check the meeting agenda for location and potential teleconference information.

- District Offices closed Thursday, Nov. 26 in observance of Thanksgiving Day
- Finance & Audit Committee meeting: Thursday, Dec. 3 at 3:00 p.m.
- Regular Board Meeting: Wednesday, Dec. 9 at 6:00 p.m.
- Personnel Committee: Tuesday, Dec. 15 at 4:30 p.m.
- District Offices closed Thursday, Dec. 24 in observance of Christmas Day
- District Offices closed Thursday, Dec. 31 in observance of New Year's Day

10. **Closed Session**

a) CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
District designated representative: Dan Jaggers, General Manager
Employee organization: BCVWD Employee Association and Contract Positions

b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: General Manager

c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Property: Sites Reservoir and water rights associated therewith
District Negotiator: Dan Jaggers, General Manager
Under Negotiations: Continued participation in financial support of the Project

d) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Property: APN 407-170-008 and 407-170-029
District Negotiator: Dan Jaggers, General Manager
Under Negotiation: Price and terms of payment

e) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Property: Recycled water generated by the
City of Beaumont Wastewater Treatment Plant
District Negotiator: Dan Jaggers, General Manager
Under Negotiation: Price and terms of payment

11. Report on Action Taken During Closed Session

12. Adjournment

NOTICES

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records and are distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting are available for public inspection at the District Office, 560 Magnolia Avenue, Beaumont, California, during regular business hours. Writings distributed to all or a majority of the Committee less than 72 hours before a regular meeting will be made available for public inspection in accordance with Government Code § 54957.5. Such writings may also be available on the District's website: http://bcvwd.gov

AGENDA POSTING AND CHANGES – The agenda for a regular meeting is posted at least 72 hours before the meeting in accordance with Government Code § 54954.2. After the agenda has been posted, the Board of Directors may take action on an item not appearing on the posted agenda only as permitted by the exceptions set forth in Government Code § 54954.2(b). Interested persons wishing to receive a copy of the set Agenda may pick one up at the District Office, located at 560 Magnolia Avenue, Beaumont, California, up to 72 hours prior to the Finance and Audit Committee Meeting.

ACCESSIBILITY – In accordance with the Americans with Disabilities Act and applicable provisions of the Brown Act, persons requiring a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting should contact the District Office. Notification at least 48 hours (two working days) before the meeting will generally enable District staff to make reasonable arrangements to ensure accessibility. The District may be contacted at (951) 845-9581, info@bcvwd.gov, or 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING: A copy of this Notice and Agenda was posted at the regular meeting location of the Beaumont-Cherry Valley Water District Board of Directors and on the District's website at least 72 hours before the meeting in accordance with Government Code § 54954.2(a).

Beaumont-Cherry Valley Water District
Regular Board Meeting
November 19, 2026

Item 2

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: **Resolution 2026-__: Amending the District's Policies and Procedures Manual Part III adding Policy 5065 Easement Release and Abandonment, Policy 5066 Easement Acceptance, and Policy 5081 Contract Management**

Staff Recommendation

Adopt Resolution 2026-__ Adopting Policy 5065 Easement Release and Abandonment, Policy 5066 Easement Acceptance (superseding Resolution 2005-07) and Policy 5081 Contract Management.

Executive Summary

Policies 5065 and 5066 establish a consistent framework for protecting and administering District easement rights. Policy 5065 preserves Board oversight of releases and abandonments; Policy 5066 delegates acceptance of routine easements to the General Manager, subject to District Counsel review, while reserving extraordinary transactions for Board approval.

Policy 5081 establishes District-wide standards for contract execution, administration, monitoring, and records management. It complements Purchasing Policy 5080 and provides for implementing administrative procedures.

Background

Government Code section 27281 requires agency consent before deeds and grants of real-property interests may be recorded and permits delegation of acceptance authority. On April 13, 2005, the Board adopted Resolution 2005-07, authorizing the Secretary or Assistant Secretary to accept deeds and easements and execute certificates of acceptance. The District has not otherwise established formal Board policies governing easement acceptance, release, or abandonment. Routine acceptances have generally been presented individually to the Board.

Purchasing Policy 5080 governs procurement and expenditure approval, but the District has no centralized contract management system or formalized procedures for administering contracts throughout their lifecycle. Policy 5081 addresses that gap.

Discussion

The proposed policies modernize the District's procedures by distinguishing between routine easement transactions that may be accepted administratively under delegated authority and property interests that continue to require specific Board approval.

Policy 5065, Easement Release and Abandonment

Because an easement is a valuable public property interest, Policy 5065 establishes a presumption against abandonment, including when the easement is not currently used. Staff must

evaluate present and reasonably foreseeable needs for access, maintenance, replacement, expansion, and other operational purposes. The General Manager must provide a written evaluation, and the Board must make findings and approve any release or abandonment by resolution. Applicants must provide necessary title/survey materials and bear processing costs.

Key Features of Proposed Policy No. 5065 – Easement Release and Abandonment

Policy Element	Proposed Policy
Asset Preservation	Establishes that District easements are valuable public assets held in trust for the benefit of ratepayers and should be retained whenever reasonably practicable.
Presumption Against Abandonment	Provides that easements will not be abandoned solely because they are not presently in use and requires consideration of future operational and infrastructure needs.
Staff Evaluation	Requires the General Manager to provide the Board with a written evaluation addressing operational, engineering, legal, and long-term planning considerations before recommending abandonment.
Board Oversight	Requires the Board to make formal findings and approve any easement release or abandonment by resolution.
Application Requirements	Requires applicants to submit supporting title and survey information and bear all costs associated with processing requests for easement release or abandonment.

5066 Easement Acceptance

Policy 5066 updates the delegation under Resolution 2005-07 from the Secretary/Assistant Secretary to the General Manager for routine utility, access, temporary construction, and similar easements associated with development and capital projects. District Counsel must approve the form of the instrument. Fee acquisitions and easements involving litigation, unusual terms, significant liabilities, conservation interests, or other extraordinary circumstances remain subject to Board approval by resolution. Routine acceptances will be reported on the Consent Calendar as Receive and File items.

Comparison of Existing Practice and Proposed Policy 5066 Easement Acceptance

Subject	Existing Practice Resolution 2005-07	Proposed Policy 5066
Statutory Authority	Government Code § 27281; Board delegated authority to Secretary/Assistant Secretary to accept deeds and execute certificates.	Continues reliance on Government Code § 27281 while updating the delegation to the General Manager for routine easements.
Delegated Officer	Secretary of the Board or Assistant Secretary.	General Manager.

Subject	Existing Practice Resolution 2005-07	Proposed Policy 5066
Scope of Delegation	Broad authority to execute acceptance documents; no distinction between routine and extraordinary property interests.	Limited to routine easements and related property interests, with District Counsel review.
Board Approval Criteria	Not specifically addressed.	Clearly identifies property interests requiring direct Board approval (fee acquisitions, litigation, unusual terms, significant obligations, conservation easements, etc.).
Administrative Record	Typically created through individual Board resolutions.	Routine acceptances reported on the Consent Calendar as Receive and File items, preserving the administrative record while eliminating unnecessary approval actions.
Counsel Review	Not addressed.	Requires District Counsel approval as to form prior to acceptance.
Execution of Documents	Secretary executes certificates and related documents.	General Manager executes certificates of acceptance and ancillary documents necessary to complete the conveyance and recordation.

Policy 5081 Contract Management

Proposed Policy 5081 distinguishes contract execution from procurement and expenditure approval under Policy 5080. The General Manager may execute agreements, including Board-approved agreements, without acquiring independent authority to approve expenditures requiring Board action. The Director of Finance and Administration oversees the District-wide contract management program, and each contract has an assigned Contract Manager responsible for its administration. The policy addresses monitoring, modifications, and official contract records; detailed procedures and internal controls will be maintained administratively.

Fiscal Impact: None.

Attachments

1. Proposed Resolution 2026-__ with clean versions of proposed policies
    a. Policy 5065 (new policy)
    b. Policy 5066 (clean draft – complete revision)
    c. Policy 5081 (new policy)
2. Policy 5066 side by side comparison
3. Resolution No. 2005-07 (to be superseded)

Staff Report prepared by Lynda Kerney, Executive Assistant

Attachment 1

RESOLUTION 2026-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT - CHERRY VALLEY WATER DISTRICT AMENDING THE DISTRICT'S POLICIES AND PROCEDURES MANUAL PART III – OPERATIONS: POLICIES 5065 EASEMENT RELEASE AND ABANDONMENT, 5066 EASEMENT ACCEPTANCE, AND 5081 CONTRACT MANAGEMENT

WHEREAS, on March 18, 2009 the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2009-05, establishing a Policy and Procedures Manual applicable to Board of Directors and District staff; and

WHEREAS, the Board of Directors desires to establish clear and consistent policies governing the acceptance, release, and abandonment of District easements and other real property interests, recognizing the importance of protecting public assets and preserving the District's ability to meet present and future operational needs; and

WHEREAS, Government Code section 27281 authorizes the Board of Directors to delegate authority for the acceptance of deeds and grants of interests in real property, and the Board desires to update the delegation previously established by Resolution 2005-07 to provide for the administrative acceptance of routine easements while retaining Board oversight of significant property transactions; and

WHEREAS, the Board of Directors further desires to establish a District-wide contract management policy to clarify authority and responsibilities for the execution, administration, monitoring, and maintenance of District contracts and agreements, consistent with existing Purchasing Policy 5080; and

WHEREAS, the Board of Directors has reviewed and considered proposed Policy 5065, Easement Release and Abandonment; Policy 5066, Easement Acceptance; and Policy 5081, Contract Management, and finds that adoption of these policies will strengthen administrative accountability, promote consistent District practices, and serve the best interests of the District and its ratepayers;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Beaumont-Cherry Valley Water District that the BCVWD Policies and Procedures Manual Part III is amended to include the attached exhibits as indicated below, superseding prior Resolutions:

Exhibit	Existing Policy	New or Revised Policy:
A	None	5065 Easement Release and Abandonment
B	Resolution 2005-07 Part III Section 14	5066 Easement Acceptance
C	None	5081 Contract Management

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ADOPTED this _____ day of _____, _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Director Lona Williams, President of the Board of Directors of the Beaumont-Cherry Valley Water District	Director David Hoffman, Secretary to the Board of Directors of the Beaumont-Cherry Valley Water District

Attachments: Exhibits

Exhibit	Policy:
A	5065 Easement Release and Abandonment
B	5066 Easement Acceptance
C	5081 Contract Management

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POLICY TITLE: EASEMENT RELEASE AND ABANDONMENT **1a - Exhibit A**
POLICY NUMBER: 5065

5065.1 Policy Statement: Asset Preservation.

A. Easements and other interests in real property acquired by the Beaumont-Cherry Valley Water District are valuable public assets held in trust for the benefit of the District's ratepayers. Because future operational, maintenance, replacement, emergency access, and system expansion needs cannot always be predicted, it is the policy of the District to retain easement rights whenever reasonably practicable.

B. Accordingly, abandonment, release, vacation, or quitclaim of a District easement shall be considered an extraordinary action and shall occur only when the Board of Directors determines that the property interest is no longer necessary for any present or reasonably foreseeable future District purpose and that such action is in the best interests of the District.

5065.2 Presumption Against Abandonment. The District shall not abandon, release, or quitclaim an easement solely because the easement is not presently being utilized. Future operational needs, replacement of facilities, emergency access, system redundancy, maintenance access, and long-term planning shall all be considered before any recommendation for abandonment is made.

5065.3 Findings. Prior to recommending abandonment or release of any District easement, the General Manager shall provide the Board with a written evaluation addressing the following factors:

a) The easement is no longer required for any existing District facility.
b) The easement is not reasonably anticipated to be required for future operation, maintenance, replacement, emergency access, expansion, or capital improvements.
c) The abandonment will not impair the reliability, flexibility, or long-term operation of the District's water system.
d) Where District facilities will remain in place or will be relocated, all necessary replacement easements or other property rights providing equivalent or superior access, operation, maintenance, repair, replacement, and emergency rights have been acquired and, when appropriate, recorded before the existing easement is released.
e) The proposed action has been reviewed with District Counsel to identify and ensure compliance with any applicable statutory findings, notices, procedures, or other legal requirements.
f) The abandonment is in the best interests of the District and its ratepayers.

5065.4 Board action. In addition to any findings, procedures, notices, or other requirements imposed by applicable law, to approve the release or abandonment of an easement, the Board shall make the following findings:

a) the easement is no longer necessary for any present or reasonably foreseeable District purpose;
b) the District has no present or reasonably foreseeable future District purpose or need;
c) any necessary replacement easements have been acquired;
d) abandonment is in the best interests of the District and its ratepayers; and

Upon making the foregoing findings, the Board may, by resolution, authorize the General Manager to execute and cause the recordation of the appropriate quitclaim deed, partial release, certificate of abandonment, or other instrument.

5065.5. Procedure. A property owner or authorized representative requesting the release or abandonment of a District easement shall submit a complete written application and shall bear all costs incurred in evaluating and processing the request, including title, survey, appraisal, engineering, legal, environmental, document preparation,

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and recording costs. The proposed transaction and all related instruments will be reviewed and approved as to form by District Counsel.

5065.6. Compliance with Applicable Statutory Requirements. If additional or different findings, notices, procedures, language, or other requirements are prescribed by state law for the abandonment, release, vacation, or quitclaim of an interest in real property, street, public right-of-way, or other property interest, such statutory requirements shall apply and shall be satisfied as a condition of the District's action. Nothing in this policy is intended to supersede or limit any requirement imposed by applicable law.

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POLICY TITLE: EASEMENT ACCEPTANCE
POLICY NUMBER: 5066

5066.1 Purpose. This policy establishes procedures for the acceptance of easements and other interests in real property conveyed to the Beaumont-Cherry Valley Water District in accordance with California Government Code section 27281.

5066.2 Board Authority
The Board of Directors retains ultimate authority over all real property interests conveyed to the District.

5066.3 Property Interests Requiring Specific Board Approval. The following property interests shall require specific approval by resolution of the Board of Directors prior to acceptance:

A. Fee title acquisitions;
B. Easements involving unusual or nonstandard terms or conditions;
C. Easements involving significant financial obligations, liabilities, indemnity obligations, maintenance obligations, or operational obligations outside the ordinary course of District operations;
D. Easements associated with pending or threatened litigation;
E. Easements acquired through eminent domain proceedings;
F. Conservation easements or environmentally sensitive property interests;
G. Any property interest determined by the General Manager or District Counsel to warrant specific Board consideration; and
H. Easements imposing ongoing maintenance, indemnity, or operational obligations outside the ordinary course of District operations.

5066.4 Routine Acceptances – Delegation of Authority. Pursuant to Government Code section 27281(b), the Board of Directors authorizes the General Manager to accept and consent to the recordation of routine easements and related real property interests conveyed to the District, provided such conveyances are reviewed and approved as to form by District Counsel.

The General Manager's delegated authority shall include, but not be limited to:

A. Waterline easements;
B. Utility easements;
C. Access easements;
D. Temporary construction easements;
E. Easements associated with developer-installed improvements;
F. Easements associated with District capital improvement projects; and
G. Easements substantially consistent with forms previously approved by the District.

Acceptance may be executed through a Certificate of Acceptance or other instrument authorized by law. The General Manager may execute such Certificates of Acceptance and ancillary documents as are necessary to complete the conveyance and recordation. Any easement accepted pursuant to this section shall thereafter be presented to the Board of Directors on the Consent Calendar as a Receive and File item for purposes of the administrative record.

5066.5 Compliance with Law.
All easement acceptances shall comply with applicable provisions of the California Government Code, Civil Code, Water Code, and all other applicable laws and regulations.

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POLICY TITLE: CONTRACT MANAGEMENT
POLICY NUMBER: 5081

1c - Exhibit C

5081.1 Purpose and Scope

The purpose of this policy is to establish consistent District-wide requirements for the authorization, execution, administration, monitoring, and closeout of contracts in order to manage contractual risk, safeguard District resources, and ensure accountability for contractual obligations.

5081.2 Definitions

1. **Contract:** Any agreement or other instrument that creates a legally binding obligation on behalf of the District, regardless of its title or form. Contracts include, but are not limited to, agreements, leases, memoranda of understanding, development agreements, mutual aid agreements, settlement agreements, letter agreements, and other binding commitments, including Will-Serve Letters. Employee memoranda of understanding and employment agreements are excluded from this policy.

2. **Contract Manager:** The District employee assigned responsibility by the department head for administration and oversight of a particular contract throughout its lifecycle as part of their role.

5081.3 Contract Authority and Execution

1. The General Manager is authorized to execute contracts and other agreements on behalf of the District, unless otherwise required by law or expressly directed by the Board of Directors. This authority includes contracts within the General Manager's delegated approval authority and contracts that have been approved or otherwise authorized by the Board of Directors. The General Manager's authority to execute a contract does not independently confer authority to approve an expenditure or contractual commitment that requires Board approval.

2. Procurement and expenditure approval authority shall be governed by Policy 5080 and other applicable District policies. No other officer or employee may execute a contract or otherwise bind the District unless specifically authorized by the Board of Directors, the General Manager pursuant to delegated authority, or other applicable District policy.

5081.4 Contract Management Responsibilities

1. The General Manager has overall administrative responsibility for implementation of this policy. The Director of Finance and Administration, or designee, shall provide District-wide oversight and administration of the contract management program and shall develop and maintain the administrative procedures, forms, internal controls, systems, and assignments of staff responsibility necessary to implement this policy, subject to the direction of the General Manager.

2. Administrative procedures may be revised as necessary without amendment of this policy, provided they remain consistent with Board policy and applicable law.

3. Each contract shall have an identified Contract Manager responsible for administration of the contract throughout its lifecycle. Contract administration duties may be assigned or delegated to other staff; however, the Contract Manager retains responsibility for appropriate oversight of the contract.

5081.5 Contract Administration

1. Contracts shall be administered to ensure that performance, deliverables, expenditures, schedules, insurance, and other contractual requirements are monitored; material issues are timely addressed; and amendments, renewals, extensions, termination, and closeout are appropriately authorized and documented.

2. No amendment, renewal, extension, or other material modification of a contract may be made except by a person or body having authority to approve the modification.

5081.6 Contract Records

The District shall maintain an official record of each contract and its amendments and sufficient documentation of contract administration to demonstrate compliance with the contract, applicable law, and District policy.

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Adopted by Resolution 20-XX, Date

Attachment 2

The Easement Acceptance policy has been completely rewritten, so there is no redline. Below is the side-by-side comparison.

Current Policy: Part II Section 14

14. EASEMENT ACCEPTANCE

A. **Policy.** Acceptance by the District of any interest in public utility easements or other easements dedicated to the District for installation, maintenance, repair, etc., of its facilities, shall require approval of the Board of Directors.

B. **Board Approval.** Commitments to accept easements or assurances that easements will be accepted may be provided by staff only after approval of same by the Board of Directors. Acceptance of easements shall be accomplished by the Board of Directors by adoption of a resolution. Said resolution shall be in the following format:

RESOLUTION NO._____
[DISTRICT NAME]

ACCEPTING [SPECIFY TYPE OF SERVICE] EASEMENT

WHEREAS, a permanent easement is needed for the purpose of constructing, maintaining, servicing and/or replacing [specify type of service] facilities for the parcel listed below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of [District Name] that the District shall accept the easements offered to it by the owners of the parcels hereinafter listed:

Assessor's Parcel No.'s Property Owner

BE IT FURTHER RESOLVED that the Secretary of the Board cause a copy of this Resolution certified by the Secretary of the Board of Directors to be filed for record in the office of the Recorder of the County of Riverside, State of California.

POLICY TITLE: EASEMENT ACCEPTANCE
POLICY NUMBER: 5066

5066.1 Purpose. This policy establishes procedures for the acceptance of easements and other interests in real property conveyed to the Beaumont-Cherry Valley Water District in accordance with California Government Code section 27281.

5066.2 Board Authority
The Board of Directors retains ultimate authority over all real property interests conveyed to the District.

5066.3 Property Interests Requiring Specific Board Approval. The following property interests shall require specific approval by resolution of the Board of Directors prior to acceptance:

A. Fee title acquisitions;
B. Easements involving unusual or nonstandard terms or conditions;
C. Easements involving significant financial obligations, liabilities, indemnity obligations, maintenance obligations, or operational obligations outside the ordinary course of District operations;
D. Easements associated with pending or threatened litigation;
E. Easements acquired through eminent domain proceedings;
F. Conservation easements or environmentally sensitive property interests;
G. Any property interest determined by the General Manager or District Counsel to warrant specific Board consideration; and
H. Easements imposing ongoing maintenance, indemnity, or operational obligations outside the ordinary course of District operations.

5066.4 Routine Acceptances – Delegation of Authority. Pursuant to Government Code section 27281(b), the Board of Directors authorizes the General Manager to accept and consent to the recordation of routine easements and related real property interests conveyed to the District, provided such conveyances are reviewed and approved as to form by District Counsel.

The General Manager's delegated authority shall include, but not be limited to:

A. Waterline easements;
B. Utility easements;
C. Access easements;
D. Temporary construction easements;
E. Easements associated with developer-installed improvements;
F. Easements associated with District capital improvement projects; and
G. Easements substantially consistent with forms previously approved by the District.

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Acceptance may be executed through a Certificate of Acceptance or other instrument authorized by law. The General Manager may execute such Certificates of Acceptance and ancillary documents as are necessary to complete the conveyance and recordation. Any easement accepted pursuant to this section shall thereafter be presented to the Board of Directors on the Consent Calendar as a Receive and File item for purposes of the administrative record.

5066.5 Compliance with Law.
All easement acceptances shall comply with applicable provisions of the California Government Code, Civil Code, Water Code, and all other applicable laws and regulations.

Attachment 3

RESOLUTION NO.2005-07



RESOLUTION OF THE BOARD OF DIRECTORS OF BEAUMONT CHERRY VALLEY WATER DISTRICT APPROVING, AUTHORIZING AND DIRECTING ACCEPTANCE OF INTEREST IN REAL PROPERTY

WHEREAS, California Government Code ("Code") §27281 provides that a deed or grant of any interest in or easement upon real property to a public agency such as Beaumont Cherry Valley Water District ("District") shall not be accepted for recordation without the consent of the District evidenced by a certificate or resolution of acceptance; and

WHEREAS, Code §27281 further provides that the District may authorize one or more officers and agents to accept and consent to such deeds or grants; and

WHEREAS, the Board of Directors ("Board") of the District desires to appoint the Secretary to the Board ("Secretary") or any assistant secretary to the Board to accept and consent to the recordation of deeds and/or grants of interest in an easement upon real property to the District,

NOW, THEREFORE, the Board of Directors of the District finds, resolves and determines as follows:

1. Section 1. The Secretary or any assistant secretary to the Board of District is hereby authorized and directed to accept and consent to the recordation of deeds and/or grants of interest in or easements upon real property to the District.

2. Section 2. The Secretary or any assistant secretary to the Board of the District is hereby authorized to execute a certification or resolution of acceptance or such other document and certificate and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

3. Section 3. This Resolution shall take effect

immediately upon its adoption.

PASSED AND ADOPTED on August 17,2005 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

APPROVED:

Gerald Brey, President of the
Board of Directors of the
Beaumont Cherry Valley Water
District

ATTEST:

Chuck Butcher, Secretary of the
Board of Directors of the
Beaumont Cherry Valley Water District

Beaumont-Cherry Valley Water District
Regular Board Meeting
November 19, 2026

Item 3

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager
Ren Berioso. Human Resources and Risk Management

SUBJECT: **Proposed Successor Memorandum of Understanding with the BCVWD Employee Group (MOU), Incorporating Eight (8) Tentative Agreements, Labor Law Updates, and Language Modernization**

Staff Recommendation

Review the proposed successor Memorandum of Understanding (MOU) language, incorporating the eight (8) previously approved tentative agreements, applicable labor law updates, and language modernization revisions, and direct staff as desired.

Executive Summary

The District's current Memorandum of Understanding (MOU) with the Employee Association expires on December 31, 2026. Following the Board's approval of eight (8) tentative agreements on November 12, 2026, and the Personnel Committee's review of the proposed language on November 17, 2026, the General Manager, Human Resources staff, and Employee Association representatives have reviewed the proposed successor MOU to incorporate the negotiated provisions, applicable labor law updates, language modernization, and administrative clarifications. The proposed MOU is also undergoing review by District Legal Counsel.

The complete redlined successor MOU was distributed to the Board of Directors for individual review in advance of the November 19, 2026, Engineering Workshop and is now presented for initial discussion and direction before its anticipated final consideration and possible adoption at the December 2026 Regular Board Meeting, with an effective date of January 1, 2027.

Background

The District, through the General Manager serving as Chief Negotiator, Human Resources staff, and Employee Association representatives, conducted twelve (12) meet-and-confer sessions between January and October 2026 to discuss nine (9) formal proposals addressing compensation, benefits, work schedules, and other terms and conditions of employment.

The proposals were presented to the Board of Directors during four (4) consecutive closed session meetings for review and direction. At the November 12, 2026, Regular Board Meeting, Human Resources staff presented eight (8) tentative agreements, which the Board approved as the basis for updating the successor MOU language. The associated fiscal impacts were also discussed during the initial Fiscal Year 2027 Annual Operating Budget presentation.

On November 17, 2026, the Personnel Committee reviewed the proposed MOU language incorporating the eight (8) tentative agreements approved by the Board. Additionally, the proposed successor MOU underwent a collaborative review involving the General Manager, Human Resources staff, and Employee Association representatives, with legal review by District

Legal Counsel currently underway. The complete redlined successor MOU was also distributed to the Board of Directors for individual review prior to the November 19, 2026, Engineering Workshop. As this staff report was prepared prior to the Personnel Committee meeting, any recommendations or direction provided by the Committee will be presented verbally by staff during the Workshop for the Board's consideration.

Discussion

In preparation for the successor MOU, the General Manager, Human Resources staff, and Employee Association representatives conducted a comprehensive review of the existing agreement to incorporate the eight (8) negotiated provisions, address applicable changes in labor laws, and modernize language throughout the document. The proposed revisions are also undergoing review by District Legal Counsel to assess consistency with applicable legal requirements. These efforts are intended to improve clarity, consistency, legal compliance, and administrative efficiency while preserving the original intent of existing provisions, except where substantive changes are specifically identified.

The proposed revisions generally fall into three categories:

1. ***Negotiated Provisions***: Incorporation of the eight (8) tentative agreements previously approved by the Board of Directors, including revisions to employee compensation, benefits, and working conditions. The proposed language was reviewed by the General Manager, Human Resources staff, and Employee Association representatives to ensure consistency with the negotiated agreements.

2. ***Labor Law Updates***: Revisions to applicable MOU provisions to reflect changes in federal and state employment laws and regulatory requirements. These revisions are undergoing review by District Legal Counsel to assess compliance with applicable legal standards and consistency with District policies and practices.

3. ***Language Modernization and Administrative Clarifications***: Reorganization of existing articles, updating of the article titles, incorporation of subsections, clarification of provisions, and updates to terminology to improve readability, consistency, and administration of the MOU. These revisions were reviewed collaboratively by the General Manager, Human Resources staff, and Employee Association representatives, with additional legal review currently underway.

To facilitate a comprehensive review, the complete redlined successor MOU was provided to each Board member in advance of the Engineering Workshop for individual review and consideration. This advance distribution provides Board members an opportunity to examine the proposed revisions, identify areas requiring clarification, and provide feedback during the scheduled discussion.

The following table summarizes the proposed revisions to the successor MOU, identifying the affected articles and corresponding language changes for the Board's review and discussion.

Table 1. Summary of Proposed Successor MOU Revisions (2027–2031)

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
1	**Entire MOU**	N/A	All articles were organized into a consistent paragraph format.	Organized all articles into clearly defined subsections to improve readability, consistency, and ease of reference. Modernized the language throughout the document to reflect the District's current organizational culture, practices, and workplace expectations. Some articles were ***retitled*** in accordance with the article contents.
2	**N/A**	Introduction	The date of the term was from January 1, 2022 to December 31, 2026.	Revised the dates to reflect the agreed-upon MOU term of January 1, 2027, through December 31, 2031.
3	**Article 1**	Compensation	The basis of compensation for Association Members is the published Salary Schedule, and the basis of overtime calculation is FLSA and the District's policies and procedures.	No major revisions were made to the article. Staff added language clarifying that the District's Salary Schedule is published annually on January 1.
4	**Article 2**	Recognition	Clarified the Association's recognition of all District non-exempt classifications as members of the bargaining unit and identified the classifications included within the unit.	Staff incorporated all proposed classifications approved by the Personnel Committee as part of the staffing plan presented by Human Resources.
5	**Article 4**	Management Rights	The current provisions are organized in paragraph format. The requirements of Assembly Bill 339 (AB 339) have not yet been incorporated into this article.	Staff organized the article into bullet points for ease of reference and improve readability. The new law was incorporated as Item 10 of the management's rights.
6	**Article 6**	Employee Rights	The article provides that employees shall be free of restraint, intimidation and coercion as a result of the exercise of right guaranteed by the MOU.	The member employees' rights were expanded to include the right against discrimination.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
7	**Article 10**	On-Call and Alternate Work Schedules	The existing article does not clearly distinguish between the Distribution and Production Divisions, resulting in confusion among employees regarding the interpretation and application of the MOU provisions.	Staff reorganized the article into clearly defined subsections to distinguish the on-call assignments and alternate work schedules applicable to the Production and Distribution Divisions. To further improve clarity and understanding, staff also incorporated a practical example and visual illustration of the modified work schedule applicable to Production personnel.
8	**Article 11**	Overtime	The current MOU language requires employees to complete eight (8) consecutive hours of unpaid rest following an emergency call-out. When the required rest period overlaps with regularly scheduled work hours, employees must use accrued leave to cover the missed hours to fulfill their forty (40)-hour workweek.	The revised MOU language establishes Rest Period Pay of up to eight (8) hours at the employee's regular hourly rate following an emergency call-out lasting at least four (4) hours. Employees must complete eight (8) consecutive hours of rest to qualify, subject to applicable eligibility and return-to-work requirements. The article was revised to modernize its language, improve clarity, and incorporate subsections for enhanced readability and ease of reference.
9	**Article 12**	Standby / On-Call Duties	The current MOU language provides daily standby/on-call compensation of $40 for primary employees and $30 for helpers, with provisions governing eligible classifications and work schedules.	The revised MOU language increases daily standby/on-call compensation to $60 for primary employees and $50 for helpers and further clarifies eligible classifications, assignment responsibilities, and scheduling requirements. The article was revised to clearly distinguish different divisions, recognizing their respective standby schedules and operational requirements.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
10	Article 13	Call-Out Time	The existing article does not adequately address certain call-out scenarios, resulting in a lack of clarity and guidance for employees and supervisors regarding the interpretation and application of its provisions.	Reorganized the article into subsections and provided illustrative examples for the proper interpretation and application of the call-out time and compensation.
11	Article 14	Equitable Distribution of Call-Out Overtime	The existing article provides for the equitable distribution of overtime opportunities among field personnel, as required by the MOU. However, a Board member requested revisions to clarify certain provisions and provide more specific guidance regarding the distribution of overtime assignments.	Staff revised the article to improve clarity, eliminate ambiguities, and provide more specific guidance to employees and supervisors regarding the interpretation and consistent application of its provisions.
12	Article 15	Promotions	The existing article was established prior to the revision of District Policy 3005 – Compensation and therefore does not reflect the updated provision requiring a minimum five percent (5%) salary increase when an employee is promoted to a higher classification.	Staff revised the article to align with the updated provisions of District Policy 3005 – Compensation, as amended on September 11, 2025, to ensure consistency in the application of compensation practices in terms of promotion.
13	Article 16	Employee Status and Temporary Employee	The existing article identifies the categories of employees covered under the MOU, including probationary and temporary employees. However, temporary employees should be excluded from MOU coverage based on their employment classification, subject to applicable bargaining-unit recognition provisions.	Staff revised the article to align with the updated provisions of District Policy 3000 – Employee Status, as amended on August 13, 2025. The revisions also clarify MOU eligibility by removing temporary employees from the categories of employees covered under the agreement.
14	Article 18	Layoff and Recall	The article provides the order of lay-offs and recall procedures. One board member added PIP as a determining factor for layoff order.	Revised the article incorporate Board recommendations. Also placed a provision under WARN Act and organized into subsections.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
15	**Article 19**	MOU Grievance Procedures	The existing article is generally aligned with District Policy 3200 – Grievance Procedures. However, it does not adequately address the Department Head's involvement in Step 2 of the grievance process or establish clear procedures for handling grievances involving the General Manager.	Staff revised the article to align with the requirements of Policy 3200 – Grievance Procedures.
16	**Article 20**	Progressive Discipline	The current article lacks certain requirements stated in Policy 3175 – Disciplinary Action or Terminations established on September 17, 2024.	Staff revised the article to modernize its language and established clearly defined subsections addressing the investigation process, notice of intent to take corrective action, appeal procedures, and notice of final decision. These revisions are intended to promote procedural fairness, ensure consistency in the administration of disciplinary actions, and minimize the District's legal exposure to potential wrongful termination claims.
17	**Article 22**	Employee Compensation	The existing article is redundant, as its provisions substantially overlap with those already addressed in Article 1 of the MOU.	Staff removed the article in its entirety and renumbered all subsequent articles to maintain consistency and proper organization throughout the MOU.
18	~~**Article 23,**~~ **now Article 22**	Incentive Pay	The current MOU language provides $50 per month for each qualifying certification exceeding the employee's job classification requirements, up to a maximum of $100 per month, with eligibility beginning after three (3) years of District service.	The revised MOU language increases the maximum monthly certification incentive from $100 to $200 while retaining the $50 monthly payment for each qualifying certification exceeding job classification requirements and the three (3)-year service eligibility requirement. The article was revised to organize existing paragraphs into clearly defined subsections.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
19	~~Article 25,~~ now Article 24	Insurance	The current article only covers health insurance, State Disability insurance, and Life AD&D.	Staff revised the article to include dental and vision insurances, and other voluntary insurance such as cancer, short-term, critical illness and accident.
20	~~Article 26,~~ now Article 25	Holidays	The current MOU language provides nine (9) fixed paid holidays and two (2) floating holidays, observed during the employee's birth month and on the day after Thanksgiving, for a total of eleven (11) paid holidays annually.	The revised MOU language designates December 24 and December 31 as additional fixed paid District holidays, increasing the number of fixed holidays from nine (9) to eleven (11). The two (2) existing floating holidays are retained, resulting in a total of thirteen (13) paid holidays annually. Subsections were also added.
21	~~Article 27,~~ now Article 26	Vacations	The current MOU language establishes a maximum vacation accrual cap of 160 hours for employees with fifteen (15) or more years of continuous District service.	The revised MOU language increases the maximum vacation accrual cap from 160 to 200 hours for employees with fifteen (15) or more years of continuous District service. Parts of the subsections were revised to modernize its language, improve clarity, and incorporate subsections for enhanced readability and ease of reference.
22	~~Article 28,~~ now Article 27	Retirement Plans	The article was organized into paragraphs that covers CalPERS retirement plans.	Staff revised the section to expand the CalPERS retirement plans for clarity of interpretation and application. Staff also added 457b accounts as these are also considered retirement plans.
23	~~Article 29,~~ now Article 28	Uniforms and Safety Equipment	The current MOU language provides an annual safety footwear allowance of $200 for eligible employees without provisions allowing unused balances to carry over to the following fiscal year.	The proposed MOU language increases the annual safety footwear allowance from $200 to $300 for eligible employees and authorizes the carryover of unused allowance balances to the following fiscal year.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
24	~~Article 31,~~ now Article 30	Wellness	This article covers the District provided Employee Assistance Program (EAP).	Staff revised the section to include that EAP is administered confidentially by a third party.
25	~~Article 32,~~ now Article 31	Bereavement Leave	The new law SB 1149 effected January 1, 2027, provides a 5-day (one week) paid bereavement leave for designated persons. The current provision does not have this provision.	Staff revised the article to provide forty (40) hours of paid bereavement leave for designated persons in accordance with the new California labor law. Additional clarifying language was incorporated to ensure consistency with the updated legal requirements and provide clear guidance on employee eligibility and leave entitlements.
26	~~Article 33,~~ now Article 32	Cost of Living Adjustments	The current MOU language establishes annual COLA calculations using the U.S. City Average Consumer Price Index (CPI), measured from August to August, with a minimum adjustment of 1.5% and a maximum adjustment of 5%.	The revised MOU language revises the annual COLA methodology to use the Riverside-San Bernardino-Ontario Consumer Price Index (CPI), measured from September to September, and eliminates the existing minimum floor and maximum cap, effective January 1, 2027. The entire paragraph was revised to modernize the language, enhance clarity, and improve the overall interpretation of its provisions.
27	~~Article 35,~~ now Article 34	Association Rep Compensation	The existing article provides a flat stipend of $175 to one (1) Employee Association representative for attending Committee or Board meetings in their official capacity as an Association representative while conducting Association business.	Revised the article replacing the $75 flat stipend with $25 per thirty (30) minutes, or portion thereof, for meeting attendance outside regular work hours, capped at $75 per meeting. Applies to one (1) designated Association representative attending eligible Committee or Board meetings, subject to General Manager approval.

No.	MOU Article	Subject	Current MOU Provisions (2022–2026)	Proposed MOU Provisions (2027–2031)
28	~~Article 35,~~ now Article 34	Full Understanding, Modification and Waiver	The current article provides that any agreement, alteration or modification must be signed by both parties.	Staff revised this article that a meet and confer shall be held within 30 days and should be approved by the Board of Directors before implementation.
29	~~Article 39,~~ now Article 38	Term Agreement	The current MOU language establishes a five (5)-year agreement term, requires internal compensation surveys every three (3) years, and provides for external compensation studies every ninth year.	The revised MOU language retains the five (5)-year agreement term, continues internal compensation surveys every three (3) years and formal external compensation studies every ninth year, and expressly preserves the compensation survey scheduled for 2027 under the current MOU.

**The MOU articles are presented in numerical order for ease of reference.*
***Other MOU articles that did not have substantive revisions were not included in the table.*

Final Review and Adoption Process

Following the Board's initial review and discussion, Human Resources staff will coordinate with the General Manager, Employee Association representatives, and District Legal Counsel, as appropriate, to address any additional recommendations, complete the legal review, and incorporate Board direction.

The finalized successor MOU will be presented at the December 2026 Regular Board Meeting for final review and possible adoption. Upon Board approval, the successor MOU will be formally executed by the Board President, General Manager, and designated Employee Association representative, with an effective date of January 1, 2027.

Fiscal Impact

The fiscal impact associated with the proposed successor MOU, including the eight (8) tentative agreements, was initially discussed during the November 12, 2026, Regular Board Meeting and will be further addressed by the Finance and Administration Department as part of its Fiscal Year 2027 Annual Operating Budget presentation.

Attachments

1. Redlined Successor MOU Language
2. Side-by-Side Current and Successor MOU Language
3. Cleaned Successor MOU Language

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, 2027~~2~~ – December 31, 2031~~26~~

Commented [RB1]: Language Proposal for MOU Group's negotiated item (MOU Term). The MOU Term was kept for 5 years as agreed by both parties.

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Commented [RB2]: This will be fixed after everything is finalized.

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Introduction

This Memorandum of Understanding, hereinafter referred to as "MOU", **or Agreement** entered effective the 1st day of January 2027~~2~~, is by and between the Beaumont-Cherry Valley Water District, hereinafter referred to as **BCVWD or** 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 1st day of January, 2027~~2~~, and shall remain in full force and effective the 31st day of December 2031~~26~~. If the effective period closes with no new MOU in place, the provisions defined in this document **shall**~~will~~ remain in **full force and** effect until a new **successor** MOU **has been agreed by both parties and** is adopted **by the Board of Directors**.

Commented [RB3]: The tentative agreement is for a 5-year MOU term from 2027-2031.

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 ~~s~~employees.

Article 1
: CompensationArticle 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.~~

It is agreed that the adopted annual "BCVWD Salary Schedule" **published every January 1st,** 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") per FLSA rules. 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. The BCVWD Salary Schedule will be published as part of the Operating Budget prepared by District staff and will be made available to both employees 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 **the** ~~an example and non-exclusive~~ list of classifications represented by the Association bargaining unit.

Accounting Technician
Administrative Assistant
Administrative Clerk
Cross-Connection Control Technician
Cross-Connection, Non-Potable Water Supervisor
Customer Service Representative I
Customer Service Representative II
~~Customer Service Representative Supervisor~~
Development Services Technician
Maintenance Worker **I**
Maintenance Worker II
Senior Customer Service Representative
Senior Field Services and Meter Program Specialist
Senior Water Utility Worker
Underground Water Utility Locator
Water Production Operator I
Water Production Operator II
Water Production Supervisor
Water Utility Supervisor
Water Utility Worker I
Water Utility Worker II
~~Senior Water Utility Worker~~
~~Water Utility Supervisor~~

Commented [RB4]: Re-arrange the positions alphabetically, and also added the proposed roles/classifications effective 1/1/2027

~~Should additional~~**For new** classifications ~~be~~ added during the term of this agreement, the District and the Association shall meet **and confer** ~~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~~ **California** state laws, **rules** and **regulations** ~~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 **within the state of California**, such part or~~f the~~ provision shall be suspended and superseded by such applicable law**'s** or regulations, and the remainder of this MOU shall **remain in full force and effect.** ~~not be affected thereby.~~

Article 4
~~:~~ MManagement Rights

The Association recognizes that the District's Board of Directors has the responsibility and authority to set policy on behalf of the **District**~~public~~, and the General Manager **or his/her designee** has the **primary** responsibility and authority to manage and direct all District operations and activities to the full extent permitted by applicable statutes of **federal and California state** law.

The Association recognizes that the District and its representatives (Board of Directors **and** ~~,~~ 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**est** extent authorized by **federal and California state** law. All ~~direction of~~ **Association** bargaining unit employees **shall** ~~will~~ **meet and confer with the BCVWD**~~go through the duly~~ **duly** authorized managerial employees. **In the event the Association bargaining unit employees meet and confer with parties not duly recognized by BCVWD as authorized managerial employee's for the purpose's of this MOU, such determinations shall be invalid, void or unenforceable.**

The District shall retain, whether exercised or not, solely, and exclusively, all express and inherent rights and authority to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered, in accordance with the terms and conditions contained in this agreement and to the full extent authorized by law. ~~The District is conceded to have the right to make technological improvements, to assign work not expressly covered by the job descriptions, to determine normal working hours, and to schedule accordingly.~~

The Association recognizes the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

1. **Hire new employees, determine the staffing patterns and the number of personnel required for any Department or Division.**
2. **Direct and scheduled work and/or overtime work as required in the manner most advantageous to the District.**
3. **Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.**
4. **Introduce new jobs and new and improved methods of operation, modify, or abolish existing jobs, processes, and operations.**
5. **Discipline or discharge employees for just cause.**
6. **Lay off personnel at any time.**
7. **Determine assignments and establish methods and processes by which assignments are performed.**
8. **Transfer employees within departments, divisions, and sections and to a**

position
outside of a department, division, or section in a manner most advantageous to the
District.

9. **Effect reorganizations and reallocation of work of the District.**
10. **Exclusive authority to contract or subcontract work; the District shall provide the Association with at least 45 days' written notice before contracting, soliciting, renewing or extending contracts for services typically performed by represented classifications, except in emergencies requiring shorter notice.**
11. **Determine and adopt safety, health, and property protection measures for the District.**
12. **Establish, continue, discontinue, amend, and enforce District policies, practices, or**
procedures.
13. **The District retains full discretion to modify these Policies at any time in accordance with law.**

The District shall also reserve all other ~~prerogatives~~rights and responsibilities normally inherent in management of a public agency. ~~.~~

It is further agreed that nothing in this agreement shall in any way diminish the rights of
employees, the District, or the Association as established by the Meyers-Brown Act of the State of California and all amendments thereto.

~~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**, or by immediate direction of the Board of Directors**. 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

The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, or any other basis protected by applicable law nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of the Employee Association.

Except as otherwise provided in this MOU, the employees covered by this MOU shall have rights which may be exercised in accordance with California state and federal law, and applicable ordinances, resolutions, rules and regulations as defined by BCVWD. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 18. In addition, employees shall be free of restraint, intimidation, and coercion as a result of the exercise of their rights as guaranteed by this MOU.
~~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
Meeting ~~:~~ Agendas

Agendas for meetings of the BCVWD Board of Directors will be **available** ~~furnished~~ to Association R~~r~~epresentatives **as posted on the District website** ~~page.~~. ~~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).~~

1. Standard Work Schedule (4/10)

The District's standard work schedule consists of four (4) workdays per week, with ten (10) hours of work per day, excluding an unpaid thirty (30) minute meal period, followed by three (3) consecutive days off. The regular work schedules for employees shall be established as follows:

- **a. *Department of Operations*: All divisions within the Department of Operations shall observe a regular work schedule Mondays to Thursdays, from 6:30 a.m. to 5:00 p.m.**
- **b. Departments of Finance and Administration and Engineering: All divisions within these departments shall observe a regular work schedule Mondays to Thursdays, from 7:00 a.m. to 5:30 p.m.**

The standard 4/10 work schedule shall apply to all Association employees unless otherwise assigned to a modified work schedule established by the District as stated in Subsection 3.B of this Article.

2. Modification of Work Schedules

The District may reinstate a traditional work schedule consisting of five (5) workdays per week, with eight (8) hours of work per day, upon providing fourteen (14) calendar days' advance notice to affected employees, subject to applicable law and the provisions of this Memorandum of Understanding.

3. On-call Work Schedules

To ensure continuous monitoring of District facilities and timely response to operational emergencies, system failures, and customer service calls, designated employees in the Transmission and Distribution Division and Production Division shall participate in on-call rotations as follows:

A. Transmission and Distribution Division

Employees assigned to on-call duty shall maintain their standard 4/10 work schedule. The on-call period shall begin at 6:30 a.m. on Thursday and shall end at 6:30 a.m. the following Thursday.

B. Source of Supply Division (Production)

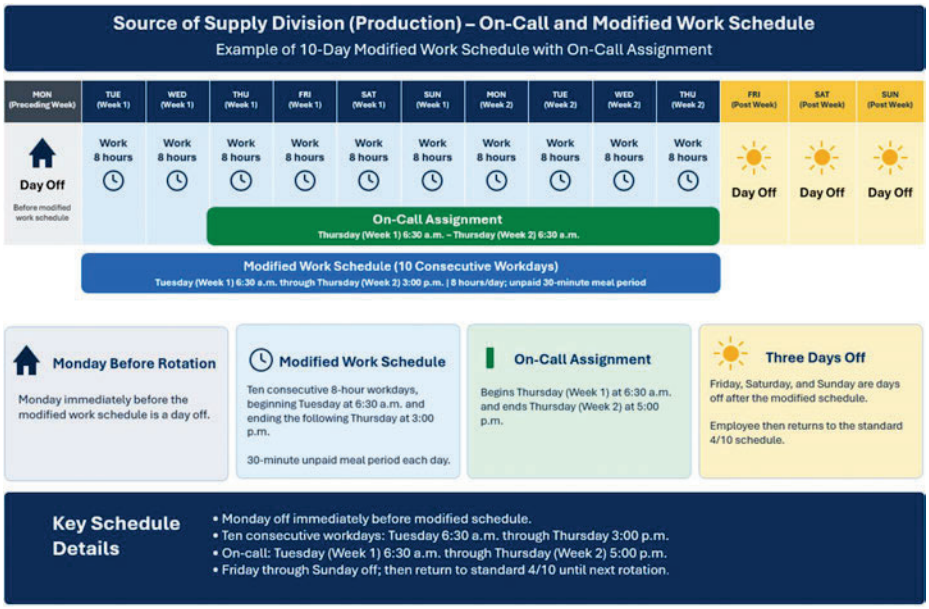
Employees assigned to on-call duty shall have Monday off immediately preceding their modified work schedule, which consists of ten (10) consecutive workdays, with eight (8) hours of work per day, excluding an unpaid thirty (30) minute meal period.

The modified work schedule shall begin on Tuesday at 6:30 a.m. and end on

Thursday of the following week at 3:00 p.m. During this period, the on-call assignment shall begin at 6:30 a.m. on Thursday and shall end at 6:30 a.m. the following Thursday.

Upon completion of the modified work schedule, employees shall receive three (3) consecutive days off (Friday through Sunday) before returning to the standard 4/10 work schedule until their next scheduled on-call rotation.

Illustration: Production On-call Schedule on a Modified Work Schedule



4. Paid Time-Off

Employees shall be charged accrued leave based on their regularly scheduled work hours:

a. **Standard 4/10 work schedule: Ten (10) hours for each full scheduled workday.**
b. **Modified 8-hour work schedule: Eight (8) hours for each full scheduled workday.**
c. **Partial-day absences shall be charged based on the actual scheduled hours missed.**

5. Overtime and On-Call Compensation

Overtime compensation, including overtime resulting from modified work schedules and emergency call-outs, shall be governed exclusively by Article 11 of this Memorandum of Understanding.

Standby and on-call compensation shall be administered in accordance with Article 12 of this Memorandum of Understanding.

Article 11
~~:~~ Overtime and Rest Period

~~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.~~

1. General Overtime Provisions

Non-exempt employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and the provisions of this Article.

- **a. Employees shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in the District's established workweek.**
- **b. Hours actually worked in excess of ten (10) hours in a work-day shall be compensated at one and one-half (1.5) times the employee's regular hourly rate.**
- **c. Hours actually worked in excess of twelve (12) consecutive hours in a work-day**

shall be compensated at two (2) times the employee's regular hourly rate (double-time rate).

d. Holidays, vacation leave, sick leave, and other paid leave shall not count as hours actually worked for purposes of calculating overtime.
e. All overtime must be approved in advance by the employee's supervisor, except in emergencies where prior approval is impracticable. All hours actually worked must be accurately recorded and compensated, regardless of prior authorization.
f. Employees shall neither overreport nor underreport hours worked. Employees directed to work without accurately reporting their hours shall promptly notify the General Manager and/or Human Resources and Risk Management Department.
g. Overtime shall be paid on the regular payday immediately following the pay period in which the overtime was earned.

2. Overtime Under Standard and Modified Work Schedules

The overtime provisions of this Article shall apply to employees assigned to the standard 4/10 work schedule and modified work schedules established under Article 10 (Source of Supply Division).

All hours actually worked, including hours worked beyond the employee's regularly scheduled workday and emergency call-outs, shall be included in determining overtime eligibility.

Overtime shall be calculated based on the District's established workweek, regardless of the employee's assigned work schedule or on-call rotation.

3. Holiday Work

a. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall receive one and one-half (1.5) times their regular hourly rate for all hours worked.
b. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall be compensated at their regular hourly rate for all hours worked, with applicable overtime compensation for hours of actual work in excess of forty (40) hours during the established workweek, in accordance with Article 11.
c. Employees scheduled to work on a District-recognized holiday shall receive their applicable holiday pay and regular hourly rate for all hours worked, subject to additional overtime compensation when applicable under this Article.
d. An employee required to work on a District-observed holiday, whether scheduled or unscheduled, may elect to bank their applicable holiday hours as a Floating Holiday to be used at a later date subject to provisions stated in Subsections A and B of this article, with approval from their direct supervisor.
e. Hours worked in excess of ten (10) consecutive hours shall be compensated at one and one-half (1.5) times the employee's regular hourly rate, and twelve (12) consecutive hours shall be compensated at two (2) times the employee's regular hourly rate. Applicable premium rates shall not be compounded for the same

hours worked, subject to applicable law.

4. Consecutive Work Hours

a. Overtime work extending beyond midnight or into the following calendar day shall be considered consecutive hours worked for purposes of determining the applicable overtime rate.
b. Employees who work more than twelve (12) consecutive hours shall continue to receive the applicable double-time rate until they are provided at least eight (8) consecutive hours of rest.
c. Employees required to return to work by their immediate supervisor before completing eight (8) consecutive hours of rest shall continue to receive double-time compensation at the applicable rate until the required rest period is provided.
d. Rest period requirements and associated benefits shall be administered in accordance with Section 6 (Rest Period Pay) of this Article.

5. On-Call and Emergency Call-Outs

Employees assigned to on-call duty under Article 10 shall receive standby compensation in accordance with Article 12.

All hours actually worked during emergency call-outs or other District-directed assignments shall be recorded and compensated in accordance with this Article.

On-call status alone shall not constitute hours worked for overtime purposes unless otherwise required by applicable law.

6. Rest Period Pay

The District recognizes the importance of providing employees with adequate rest between work shifts while maintaining their regular work hours. When an employee's required eight (8) consecutive hours of rest following an emergency call-out overlap with their regularly scheduled work hours, the following provisions shall apply:~~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. *Eligibility and Compensation*
Following an emergency call-out lasting at least four (4) hours after the employee's regularly scheduled shift, the employee shall receive Rest Period Pay at their regular hourly rate for the portion of the required rest period that overlaps with their scheduled work hours, up to a maximum of eight (8) hours.

Illustrative Example – Rest Period Pay

An employee completes their regular shift at 5:00 p.m. and responds to an emergency call-out from 9:00 p.m. to 3:30 a.m. (6.5 hours). The required eight-hour rest period ends at 11:30 a.m. Since the employee's next scheduled shift begins at 6:30 a.m., the employee shall receive five (5) hours of Rest Period Pay at their regular hourly rate for the overlapping period from 6:30 a.m. to 11:30 a.m.

b. *Required Rest Period*
Employees must complete eight (8) consecutive hours of rest to qualify for Rest Period Pay. An employee shall not return to work before completing the required eight (8) consecutive hours of rest unless expressly requested and authorized by his/her supervisor.

c. *Return to Work and Remaining Scheduled Hours*
If two (2) hours or less remain in the employee's regularly scheduled shift upon completion of the required rest period, the employee shall not be required to return to work that day.

Employees shall not be required to use accrued leave to cover any scheduled hours not compensated through Rest Period Pay but may elect to do so. Any remaining hours not covered by accrued leave shall be unpaid without adversely affecting the employee's full-time status or benefits.

d. *Eligibility Restrictions*
Employees who incur an unexcused absence or tardiness during the applicable workweek shall not be eligible for Rest Period Pay. However, employees who utilize approved vacation leave or sick leave supported by a physician's note may remain eligible for Rest Period Pay, subject to the requirements of Subsection F of this Article. Employees assigned to on-call or standby duty shall not be eligible for Rest Period Pay.

e. *Alternative Work Hours*
Where operationally feasible, employees may be permitted to work alternate hours within the same workweek to maintain their regular work hours, provided there is an operational need, available work, and approval from their supervisor and the General Manager or designee.

f. *Approval*
Rest Period Pay shall be subject to review and approval by the General Manager or designee in accordance with established District procedures.

g. *Exception to Required Rest Period*
An eight (8) hour rest period shall not be required when an employee assigned to standby duty completes a call-out in less than one (1) hour of actual time away from the employee's residence.

~~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.~~

Commented [RB5]: Language Proposal for MOU Group's negotiated item (Oncall/Standby Pay)

~~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.~~

1. Standby Assignments and Rotations

The District may assign qualified employees to standby duty to ensure adequate coverage for operational emergencies and after-hours service needs. Standby schedules shall be established in accordance with Article 10.

A. *Source of Supply (Production) Division*

Standby duty shall be assigned to qualified and available Water Production Operators, as determined by the employee's supervisor and/or Director of Operations.

Employees assigned to standby duty in this division shall serve as Primary Standby Employees.

The District shall maintain a planned minimum rotation of four (4) Production Operators, with the intent of providing at least three (3) weeks between standby assignments.

B. *Transmission and Distribution Division*

Standby duty shall consist of one (1) primary Water Utility Worker and one (1) standby helper, as assigned by the employee's supervisor and/or Director of Operations.

The following classifications shall apply:

a. *Primary Standby Employee*: Senior Water Utility Worker or Water Utility Worker II
b. *Standby Helper*: Any classifications within the Department of Operations

The District shall maintain the following planned minimum rotations:

a. Primary Water Utility Workers: Six (6) employees in rotation, with the intent of providing at least five (5) weeks between standby assignments.
b. Standby Helpers: Seven (7) employees in rotation, with the intent of providing at least eight (8) weeks between standby assignments.

C. *Scheduling Authority*

The District reserves the right to modify standby rotations and assign other qualified employees when necessary to maintain operational coverage. The rotation periods described above are intended scheduling guidelines and are not guaranteed.

2. Standby Compensation

Employees assigned to standby duty shall receive the following compensation:

a. Primary Standby Employee: Sixty dollars ($60) per standby day.
b. Standby Helper: Fifty dollars ($50) per standby day.

Commented [RB6]: Negotiated daily On-call/Standby Pay by the Employee Association.

A standby day shall mean a twenty-four (24) hour period during which an employee is assigned to remain available to respond to emergencies outside regularly scheduled work hours.

Standby compensation shall be paid separately from compensation for actual hours worked, which shall be governed by Article 11.

3. Standby Employee Responsibilities

Employees assigned to standby duty shall:

a. Remain available and prepared to respond to emergency calls throughout their assigned standby period.
b. Maintain reliable communication through a District-issued or other approved communication device.
c. Refrain from activities that may impair their ability to safely and effectively perform assigned duties.
d. Acknowledge or respond to emergency calls within five (5) minutes of receiving notification.
e. Report to the emergency location within twenty (20) minutes of receiving notification, unless otherwise authorized by the supervisor or Director of Operations.

Failure to meet the established response requirements without reasonable justification may result in forfeiture of standby compensation for the applicable standby day and/or disciplinary action, subject to applicable law and District policies.

4. District Vehicle Use

Employees assigned to primary standby duty may be provided a District vehicle for travel between their residence, regular workplace, and emergency response locations. Standby helpers may also be assigned a District vehicle when authorized by the supervisor or Director of Operations.

District vehicles shall be used exclusively for authorized District business, including approved commuting associated with standby assignments. Personal use is prohibited and may result in disciplinary action.

The District shall cover authorized fuel and operating expenses associated with standby vehicle use.

Any taxable commuting benefit shall be valued and reported in accordance with applicable Internal Revenue Service (IRS) regulations. Employees shall be responsible for applicable taxes associated with such benefits.

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).~~

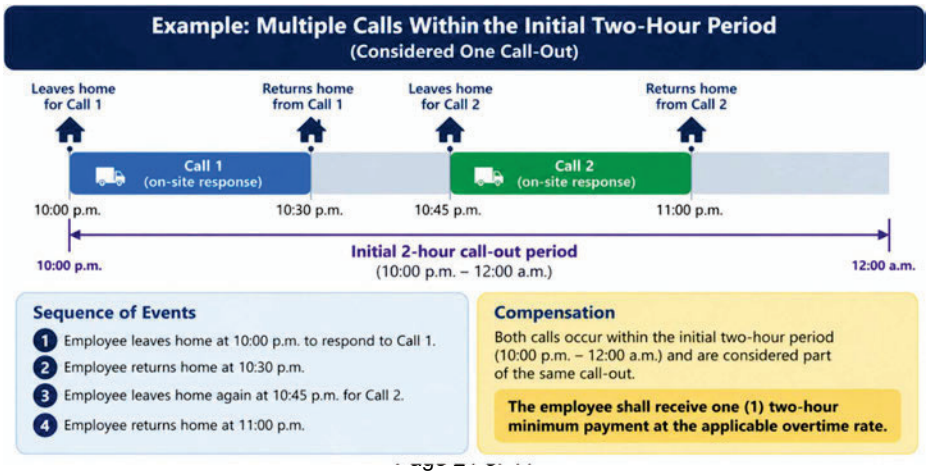
1. Call-Out Compensation

Employees required to respond to a call-out outside their regularly scheduled work hours shall receive a minimum of two (2) hours of compensation at the applicable overtime rate (1.5 times regular pay) established under Article 11, regardless of standby status.

Any additional calls received or performed within the initial two (2) hour period shall be considered part of the same call-out and shall not qualify for additional minimum compensation, regardless of whether the employee has returned to his/her residence or is required to depart again.

A new call-out occurring after the initial two (2) hour period has expired shall qualify for a separate two (2) hour minimum payment, provided the employee has completed the previous assignment and has been released from duty.

Illustrative Example – Separate Call-Outs
An employee responds to a call at 10:00 p.m. and returns home at 10:30 p.m. At 10:45 p.m., the employee receives another call requiring him/her to leave again. Since both calls occur within the initial two-hour period (10:00 p.m. to 12:00 a.m.), the employee shall receive only one (1) two-hour minimum payment at the applicable overtime rate.



2. Definition of Call-Out

A call-out occurs when an employee is required to physically leave his/her residence to respond to a District-related matter outside his/her regularly scheduled work hours. Work performed as a continuation of the employee's regularly scheduled shift shall not constitute a separate call-out.

3. Call-Out Work Activities

District-related matters resolved by telephone or other electronic communication without requiring the employee to leave their residence shall not qualify for the two (2) hour minimum call-out compensation under Subsection 1. However, employees shall be compensated for the actual time spent resolving such matters, calculated in fifteen (15) minute increments, at the applicable overtime rate established under Article 11.

Any actual work performed remotely shall be recorded and compensated in accordance with this article and applicable law.

Article 14
~~:~~Equitable Distribution of Call Out Overtime

~~There will be equitable distribution of call out overtime~~ **~~for all applicable employee's covered by this MOU~~**. ~~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~~ **~~employee's~~**~~individuals are not working excessively long shifts without~~ **~~the required~~** ~~rest. If all considerations are equal, volunteers for overtime will be selected using a random method.~~

The District shall make reasonable efforts to distribute call-out and additional overtime opportunities equitably among qualified employees covered by this MOU. When overtime is needed, qualified employees may volunteer for available assignments. Selection shall consider operational needs, employee qualifications, availability, and safety, including adequate rest between shifts. When multiple volunteers are equally qualified and available, selection shall be made through a random process.

Commented [JC7]: This seems like it needs to be modified, or the verbiage needs to be re-written.

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~~ **Adminstration, Engineering** and ~~Field~~ **Operations** Office**s**, 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:~~ **All required job posting shall be posted in a common area generally occupied by employee~~'~~s.**

~~These p~~**P**ositions will be filled based on merit, **demonstrated** ability to perform **the duties** ~~in~~**of** the vacant position, and, where applicable, possession of **required or desirable** certification**s,** /education **or qualifications** ~~that is required or desirable for the position~~. When**r**~~e~~ the District determines that all other **relevant** factors are equal, seniority may be considered.

When an employee is promoted or otherwise changes job classification, c Compensation at the new classification **shall**~~will~~ be set at a minimum of **five percent (**5%**)** above **the employee's** previous rate of pay**, provided such placement is within the established salary range** ~~in the salary schedule~~ for the new classification~~, if achievable within the salary range for the new position~~**, and employee meets all requirements of such classification** . The District reserves the right to **recruit and** hire **qualified candidates from** outside the **existing** ~~present~~ workforce **subject to existing policy**.

~~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~~ Employee Status~~and Temporary Employees~~ and Probationary Period

1. Regular, Full-Time Employee. A "Regular", Full-Time employee is one who has been hired to fill a regular position in any job classification and has completed his or her probationary period except as otherwise required by law. Full-Time Employment is defined as a 40-hour average workweek. A regular, full-time employee is eligible for benefits in accordance with his or her classification and employee group.

Part-Time Employee. A "Part-time" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The part-time employee works whenever the District's workload increases to a level that a regular employee cannot accommodate or when other factors make part-time employment advantageous. On average, a part-time employee may not work more than 20 hours per week. He or she may also work standby if required by his or her job classification. A part-time employee is not eligible for fringe benefits such as holiday pay, vacation pay, jury or witness duty pay, bereavement leave, or other similar forms of paid leave, nor is he or she eligible for seniority accrual or leave of absence rights, except as required by law. However, under the Public Employees' Medical and Hospital Care Act (PEMHCA), a part-time employee who works at least 20 hours per week for a period exceeding six (6) months is eligible for District-sponsored health insurance coverage. ~~**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.~~

2.

3. Probationary Period for ~~Introductory~~ Newly Hired and Rehired Employee~~s~~. All newly hired **full-time and part-time** employees covered under the MOU ~~will~~ **shall** serve a~~n~~ **probationary** ~~introductory~~ period. The **probationary** ~~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 **"at-will"** relationship ~~at will~~ at any time during or after the ~~introductory~~ **probationary** period, with or without cause or advance notice.

All new **and** ~~(including~~ rehired ~~)~~ employees **shall** work on an ~~introductory~~ **probationary** basis for the first six (6) months ~~after~~ **from** ~~their~~ **the** date of hire. Any significant absence will automatically extend the ~~introductory~~ **probationary** period by the length of the absence. If the District determines that the designated **probationary** ~~introductory~~ period does not allow sufficient time to thoroughly evaluate the employee's performance, the ~~introductory~~ **probationary** period may be extended ~~one or more times~~**up to a maximum of twelve (12) months**. **In the event an employee is unable to satisfactorily complete his/her probationary period regardless of the extension, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District.** ~~.~~

Upon satisfactory completion of the **probationary** ~~introductory~~ period, full-time **and part-time probationary** employees enter the "regular" employment classification. Successful completion of the ~~introductory~~ **probationary** period does not guarantee employment for any specific duration or change the at-will status of regular employment. Successful completion of the ~~introductory~~ **probationary** period does not **guarantee** ~~make~~ an employee eligible for a merit **or any other** increase in regular pay.

4. Probationary Period for Promoted or Transferred Employees. An employee who is promoted to a higher classification or transferred to a new classification shall serve a six (6) month probationary period. The probationary period will commence from the date of promotion, rather than date of hire. If the District determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended up to a maximum of twelve (12) months. In the event an employee is unable to satisfactorily complete his/her probationary period in the reclassified role regardless of the extension, the employee may

be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District..

5. Probationary Period for Employees on a Reclassified Position. Current employees whose position is reclassified will serve a probationary period for the first six (6) months from the effective date of position reclassification. In the event an employee is not able to satisfactorily complete his/her probationary period in the reclassified role, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District..

~~**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. **Employee must meet the basic qualifications in order to be compensated.** 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

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

a. ~~Temporary~~**Part-time** employees in the bargaining unit shall be laid off first.

~~1.~~**b. Employees under a Performance Improvement Plan (PIP) shall be laid off**

next.

2.c. Should a further reduction be necessary, full-time ~~PIP or reclassified~~ probationary **employees in the** ~~–~~bargaining unit**, whether a new hire, rehired or reclassified** ~~employees~~ shall be laid off next.

3.d. **Regular,** ~~F~~full-time employees shall be **the last to be** laid off ~~last.~~**, with layoffs among full-time employees occurring in reverse order of seniority.**

2. Layoff Notification and Applicable District Policy. 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. **Any matters not specifically addressed in this Article shall be governed by *District Policy 3065 – Reduction in Force*, as amended from time to time.**

Nothing in this Article is intended to supersede or limit the District's obligations under the federal Worker Adjustment and Retraining Notification (WARN) Act or the California WARN Act. Where applicable, the District shall comply with all statutory notice requirements

Re-Employment Eligibility and Recall Procedures. Employees who are laid off shall be placed on a re-employment list in reverse order of layoff for a period of six (6) months from the effective date of layoff. Employees on the re-employment list shall be recalled in reverse order of layoff, provided they are qualified to perform the duties of the position at the sole discretion of the District. ~~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.~~ **3.**

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.

1. Grievance Procedure. 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:

a. ***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.

b. ***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, **and**

Risk Management Department within five (5) business days of receipt of the immediate supervisor's answer. Upon receipt of a written MOU grievance, Human Resources shall **discuss the complaint with the Department Head for possible resolution. After discussion, Human Resources and the Department Head 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.

c. ***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 **or his/her designee**, within five (5) business days of receipt of the response from Human Resources. Upon receipt of a written MOU grievance, the General Manager **or his/her designee** shall meet with the employee, his/her representative, and with management within ten (10) business days. The General Manager **or his/her designee** shall render a written decision no later than three (3) business days after the Step 3 meeting.

d. ***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.

2. Grievance Involving the General Manager. In the event that the General Manager is directly involved, formal grievance shall be submitted in writing to Human Resources or designee within five (5) business days and shall be presented to the Personnel Committee. The Personnel Committee shall meet with the General Manager, the grievant and his/her representative within ten (10) business days to discuss the grievance. The Personnel Committee shall render a written decision within seven (7) business days, which decision shall be final.

3. Grievance Time Limits and Procedural Exceptions. 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.

By agreement in writing, the parties may extend any and all-time limitations specified above.

If an employee with a pending grievance separates from employment with the District for any reason, the grievance shall be automatically dismissed.

The General Manager may temporarily suspend grievance processing on a Districtwide basis in an emergency situation, or as directed by the Board of Director's. Employees covered by this policy may appeal this decision to the Board of Directors.

Article 20
: Progressive DisciplineDisciplinary Actions or Termination

Types of Disciplinary Action. 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 recommendation for discipline by the immediate supervisor must first be consulted with the General Manager or his/her designee and Human Resources and Risk Management.** The following is a nonexclusive list of the types of disciplinary action which may be imposed.

~~i.~~**1.**

a. ***Oral or written warnings***. **The recommended progressioin is from verbal warning, written warning and final written warning.**

~~A.~~

~~B.~~**b.** ***Probation***. ~~—t~~**T**he placing of an employee in a position wherein his/her past and current performance is being reevaluated **through a three- (3) to six (6)-month Performance Improvement Plan (PIP)**. Failure to improve his/her performance during the probationary period will result in further disciplinary action.

~~C.~~**c.** ***Suspension***. ~~—a~~**A**n involuntary leave without pay.

~~D.~~**d.** ***Demotion***. ~~- r~~**R**eduction 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.~~**e.** ***Termination***. ~~—i~~**I**nvoluntary discharge from service with the District.

~~ii.~~**2. Common Causes of Disciplinary Actions.** 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.~~**a.** Action contrary to the ~~Personnel Rules and Regulations of the District~~**the District's established Policies and Procedures**.

b. Inefficiency or incompetency **such as failure to comply with the minimum standards of Employee's position for a significant period of time.**~~e.~~

~~B.~~**c. Neglect of duty, such as failure to timley perform the duties required of Employee's position.**

~~C.~~**d.** Disobedience or insubordination.

e. Dishonesty **involving employment.**~~-~~

~~D.~~**f. Being under the influence, and/or in possession of alcohol or intoxicating drugs while on duty.**

~~E. Consumption~~ **Use** of alcoholic beverages**, narcotics** or **any~~u~~ habit-forming** drug~~s~~ **that impacts Employee's ability to safely perform the duties of Employee's position~~.~~. E**~~e~~mployees 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.

g.

~~F.~~ **Conduct unbecoming a public employee or any behavior that undermines integrity, efficiency, courtesy or public trust in the District**~~Disorderly conduct.~~

~~G.~~**h.** ~~Discourteous treatment of the public.~~

~~H.~~ **Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to Employee's regular compensation, as a personal benefit to the Employee for actions performed in the normal course of Employee's assigned duties.**~~Accepting gratuities or tips offered in exchange for District services rendered to a customer or prospective customer.~~

i.

j. Conviction of a **crime or conduct constituting a violation of state or federal law which interferes with Employee's ability to deliver public service**~~felony~~.

~~I.~~**k. Falsification of any District report or record or of any report or record required to be, or, filed by Employee.**

~~J.~~**l.** Tardiness.

~~K.~~**m.** Absenteeism.

~~L. Neglect of duty.~~

n. Failure to follow safe working practices or failure to report promptly any injury.

~~M.~~

~~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.~~

3. Progressive Discipline and Disciplinary Discretion. It is recommended that disciplinary action should be taken progressively. However, the District reserves the right to combine and/or omit steps or immediately issue an involuntary separation depending on the nature of the offense. The level of disciplinary action may also vary. Some factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's behavior or work record, and the impact the conduct and performance issues have on the District and its reputation. ~~Except in significant situations such as theft, fighting, drunkenness, drug use, etc. as determined by District Management, the District agrees to the~~**The** following **are the recommended** order of discipline:

a. First offenders **depending on the severity and at the sole discretion of the District.** ~~shall~~ **will** be counseled and given a warning. Both verbal and written warnings ~~shall~~ **will** be documented and documentation ~~shall~~ **will** be maintained in the employee's personnel file.

b. Should the misconduct continue **depending on the severity**, management has the option to issue a second, written warning, along with notification that further misconduct could be grounds for more severe disciplinary action **at the sole discretion of the District.**~~.~~

c. 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 **at the sole discretion of the District.**~~.~~

4. Investigation Process. The Human Resources Department will initiate and conduct a thorough and objection investigation within five (5) workdays after a report from the immediate supervisor of the infraction by an employee that may result in a disciplinary action. The General Manager or his/her designee may place the employee involved on a paid administrative leave of absence pending investigation. An investigation summary report shall be presented by Human Resources Department to the General Manager or his/her designee and the Department Head outlining the findings and the recommendation for a decision. The General Manager or his/her designee will render a decision within three (3) workdays. Human Resources Department will keep a copy of the investigation summary report and shall not be provided to the employee for confidentiality purposes and to the extent applicable by law.

5. Notice of Intent to Take Disciplinary Action or Termination. Once the General Manager or his/her designee has decided on disciplinary action or termination, a notice will be sent to the employee within 48 hours. The notice will specify the reasons for the intended disciplinary action and termination.

6. Appeal Process. The employee has the right to appeal any disciplinary action. The appeal must be submitted in writing to Human Resources Department within five (5) business days of receiving the notice of disciplinary action or termination. When an appeal is submitted in writing, the Human Resources Department will schedule and conduct an Administrative Hearing together with the General Manager or his/her designee, the employee involved in a disciplinary action or termination and/or the employee's representative to plead his/her case within five (5) business days. Appeals not submitted within five (5) business days from notice of disciplinary action or terminations will render the decision as final.

7. Notice of Final Decision. After the hearing, the General Manager or his/her designee in collaboration with the Department Head and Human Resources Department will review the result of the Administrative Hearing and make a final decision within three (3) business days. The final decision notice will be sent to the employee by Human Resources Department within two (2) business days after the date of the Administrative Hearing.

Recordkeeping. 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.

8. All progressive discipline violations shall be documented in the employee's personnel file. **Upon termination, the employee shall return all District property.**

Right to Grieve Disciplinary Action. To promote fairness, accountability, and due process in the administration of discipline, any disciplinary action other than a verbal warning may be challenged through the grievance procedure established under this Agreement. ~~All disciplinary actions, other than verbal warning, shall be subject to the grievance procedures, including representation.~~
9.

10. Right to Representation. An employee may be represented throughout the grievance

process by an authorized representative of the Employee Association. No attorney or other legal counsel shall participate in the grievance process prior to arbitration unless otherwise required by law or mutually agreed upon by the District and the Employee Association.

Article 21
~~:~~ Step Increases

Employees below Step 5 in his/her classification may~~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 223
~~:~~ Incentive Pay

1. Eligibility and Incentive Pay Rates. Full-Time continuous employees **shall be eligible to receive incentive pay after three (3) years of service to the District. Employees who obtain** ~~with 3 years of service or more (at time of application) an~~**receiving** education certification **that is** one ~~step~~ **level** or higher ~~above their~~**than the minimum requirements of their** ~~existing~~ job classification requirements ~~will be~~**are** eligible to receive a monthly incentive of ~~fifty~~ **fifty** dollars ($~~5~~50) per ~~month per~~ certificati**on**~~e~~, up to **a maximum of two**~~one~~ hundred dollars ($2~~1~~00) per month.

Commented [RB8]: Language Proposal for MOU Group's negotiated item (Incentive Pay)

2. Application and Approval Process. Incentive pay is not automatically applied. Employees must first ~~make~~ **submit an** application to their supervisors to ~~be eligible to~~ participate in the Incentive Pay program, including ~~employees~~ **those in**~~whose~~ job classification**s that** may not have corresponding ~~education~~ certification **requirements**. All applications are subject to approval by~~of~~ the General Manager **or designee**.

3. Qualifying Education and Certifications. To qualify for the incentive pay, ~~E~~education and/or certification**s** must be relevant to the employee's job classi**fication** ~~to be eligible for incentive pay~~. **For job classifications that do not have established certification requirements, employees may qualify for incentive pay for relevant education, certifications, or licenses that enhance their ability to perform assigned duties, as determined by the General Manager or designee.** The following is a non-exclusive, illustrative list of certifications which may be eligible for incentive pay:

a. California Water Distribution Operator (level D-2 and above)
b. California Water Treatment Operator (level T-1 and above)
c. Backflow **Prevention Assembly** ~~Water~~ Tester **(BPAT) Certification**
~~c~~**d. Cross-Connection Control Specialist**

e. California Class A or B Driver's License
~~d.~~f. Notary Public (State of California)
~~e.~~g. Other ~~relevant~~ education, certification, or degree deemed applicable ~~as approved~~ by the General Manager or designee, including those obtained by employees in the highest job classification.

Article 2~~3~~4
~~:~~ Sick Leave

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

Incentive Plan "A":
1.
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":
2.
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: The ~~B~~beneficiary shall be the individual ~~indicated~~ designated by the employee on his/her Life ~~on the employee's Life~~ Insurance Beneficiary Form.

Article 2~~4~~5
Medical ~~:~~ Insurance and Voluntary Benefits

1. **Health Insurance:** The District shall provide ~~to~~ the Bargaining Unit members health insurance coverage through the California Public Employees Retirement System (CalPERS) for all members of the Bargaining Unit and their eligible dependents.

2. **Dental and Vision Insurance: The District shall make dental and vision insurance coverage available to Bargaining Unit members and their eligible dependents. Employees who elect such coverage shall be responsible for paying the full cost of the applicable premiums for themselves and any enrolled dependents through payroll deduction.**

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

4. **Life and AD&D 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.

5. **Other Voluntary Insurance: The District shall make voluntary insurance plans,**

including Accident, Cancer, Critical Illness, Hospital Confinement, Individual Term Life, Whole Life, and other voluntary insurance programs offered by the District, available to Bargaining Unit members and their eligible dependents. Employees who elect such coverage shall be responsible for the full cost of all applicable premiums through payroll deduction.

Article 256 ÷Holidays

1. **Recognized Paid Holidays.** Employees shall be entitled to the following paid holidays:

   a. January 1 (New Year's Day)
   b. Third Monday in January (Martin Luther King Jr. Day)
   c. Third Monday in February (Presidents' Day)
   d. Last Monday in May (Memorial Day)
   e. July 4 (Independence Day)
   f. First Monday in September (Labor Day)
   g. November 11 (Veteran's Day)
   h. Thanksgiving Day
   i. Friday after Thanksgiving Day (Floating Holiday)
   j. December 24 (Day Before Christmas) ~~(Christmas Eve)~~
   k. December 25 (Christmas Day)
   l. December 31 (New Year's Eve)
   m. Employee Birthday (Floating Holiday)
   ~~December 31 (New Year's Eve)~~

Commented [RB9]: Language Proposal for MOU Group's negotiated item (Additional Holidays) - Dec 24th and Dec 31st.

2. **Compensation for Holiday Work.** Unless required as part of the District required rotation schedule set forth under Article 123, an employee required to work the holiday shall be paid one and one-half (1/2) times his/her rate of pay.

3. **Holiday Observance.** 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.

4. **Floating Holiday Credit.** For the alternative (4/10) work week schedule, the Friday after Tthanksgiving Dayf shall be credited to the employee as a paid floating holiday to be used at a later date ~~in the fiscal year~~.

5. **Holiday Pay Eligibility and Conditions.** Unless excused due to pre-approved vacation, jury or witness duty, hospitalization, scheduled preventive care, 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~~Holiday Pay. Human Resources or designee 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 267 ÷Vacations

1. **Vacation Leave Eligibility and Accrual. New full-time, regular employees will become**

eligible to use accrued vacation after the first 90 calendar days of employment. Vacation shall be earned from date of hire and earned based on the hours worked in each pay period.

2. Vacation Accrual Schedule. Employees shall accrue vacation **according to** ~~in~~ the following ~~manner~~**schedule**:

Years of Service	***Vacation Hours 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 Accrual and Scheduling Procedures. ~~Vacation shall be earned from date of hire.~~

3. 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.

4. Vacation Carryover and Accrual Limits. 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.~~ **Employees represented by the bargaining unit who have completed fifteen (15) or more years of continuous service with the District shall be permitted to accrue and maintain a vacation leave balance of up to two hundred (200) hours. All other bargaining unit employees shall remain subject to the applicable vacation accrual limitations established by District policy.**

Commented [RB10]: Language Proposal for MOU Group's negotiated item (Increase Accrual Cap for Vacation for Employees 15 years above tenure)

~~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.~~

5. Vacation Buy-Back Eligibility and Procedures. Employees may "buy back" accrued and unused vacation hours twice (2x) within the fiscal year. The request is submitted to Payroll and will be reviewed by Human Resources. An employee may request to buy back vacation hours as desired during the year but must request a minimum of 10 hours per buy-back. To purchase vacation hours, an employee must have a minimum remaining balance of 40 hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the pay rate in effect for that employee at the time the hours are paid.

a. **Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.**
b. **All vacation buy-back requests will be processed in the payroll cycle following the date the request was approved.**

Article 278
: Retirement Plans

1. **CalPERS Defined Benefit Plan**

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

a. **Benefit Description Classic Members (: Government Code § Section 21354.5)**
Employees hired prior to January 1, 2013 shall participate in the CalPERS 2.7% at age 55 retirement benefit formula, with all eligible prior service credit recognized. 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.

b. ➢ ***Final Compensation Benefit Description – Classic Members (Government Code § : Section 20042)***
Retirement benefits for Classic Members shall be calculated based on the highest average annual compensation earnable over a consecutive 12-month period. One Year Final Compensation

b. **PEPRA Members (Government Code § 7522.02)**
Employees hired on or after January 1, 2013, who are new to CalPERS, shall participate in the Public Employees' Pension Reform Act (PEPRA) retirement benefit formula of 2% at age 62.

➢ ***Final Compensation – PEPRA Members (Government Code § 7522.34(a))***
Retirement benefits for PEPRA Members shall be calculated based on the highest average pensionable compensation earned over a consecutive 36-month period.

c. **Post-Retirement Survivor Allowance (Government Code §§ 21624, 21626, and 21628)**
Eligible survivors of retired members shall receive a post-retirement survivor allowance in accordance with applicable provisions of the California Government Code and the District's CalPERS contract.

Benefit Description: Section 21624, 21626, & 21628
Post Retirement Survivor Allowance

d. **Employee Retirement Contribution Requirements.** 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.

2. CalPERS 457b Pre-Tax and Roth Plans

a. CalPERS 457(b) Pre-Tax Plan
The District shall make available participation in the CalPERS 457(b) Pre-Tax Deferred Compensation Plan. Employees who elect to participate may authorize voluntary pre-tax payroll deductions in accordance with applicable federal and state laws and the terms of the plan. The District does not provide matching contributions. Employees shall be solely responsible for their elected contributions and any applicable fees or costs.

b. CalPERS 457(b) Roth Plan
The District shall make available participation in the CalPERS 457(b) Roth Deferred Compensation Plan. Employees who elect to participate may authorize voluntary after-tax payroll deductions in accordance with applicable federal and state laws and the terms of the plan. The District does not provide matching contributions. Employees shall be solely responsible for their elected contributions and any applicable fees or costs.

Retirement benefits, including eligibility and vesting, shall be administered in accordance with the California Public Employees' Retirement Law (PERL), applicable CalPERS regulations, and other governing law.

Article 289 ~~:~~ Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time**, regular** 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~~2**3**) office appropriate shirts and/or sweater.

The district will reimburse full-time operational personnel, upon date of hire **as full-time, regular status** and annually thereafter, up to a maximum amount of $**3**2**0**0 for the purchase of steel-toe shoes or boots. **The allowance may be renewed within the year, as needed, subject to review and approval by Operations Management based on the condition of the safety footwear and operational safety requirements at the sole discretion of the District.**

Field operational personnel may purchase a second pair of shoes if field personnel can do so within the ~~allotment of~~**annual** $**3**~~4~~2**0**0 **safety footwear allowance**; **Any costs exceeding the annual available allowance shall be the employee's responsibility**~~- the employee shall contribute the additional funds required if the cost exceeds the $3200 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. **Any unused portion of the annual $3400 safety footwear allowance shall carry over into the following year.**

Employees who have provided notice of intent to voluntarily resign or retire are not eligible for

the $3200 **safety footwear** allowance.

Article 39 ~~0~~
~~:~~ Wellness

~~The District shall provide, as an employee benefit, an Employee Assistance Program (EAP).~~
The District shall provide an Employee Assistance Program (EAP) as an employee benefit to support employees' mental, emotional, and overall well-being. The EAP shall provide confidential access to counseling, referral services, and other available resources to assist employees with personal, family, and work-related concerns.

Article 30 ~~1~~
~~:~~ 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 31 ~~2~~
~~:~~ 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 **shall** 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 **or his/her designee** has the discretion to approve bereavement leave for relationships not disclosed in this Article, or to extend excused time off, with or without pay.~~

Employees shall be entitled to forty (40) hours of paid bereavement leave upon the death of a spouse, child, domestic partner, or designated person, and twenty (20) hours upon the death of a parent, parent-in-law, sibling, grandchild, or grandparent. Pursuant to California Government Code Section 12945.7, eligible employees shall be entitled to a minimum of five (5) days of bereavement leave for each qualifying death. Any portion

Commented [RB11]: New CA Law (SB 1149) effective January 1, 2027 allows 5 days (40 hours) of leave for designated persons. Since designated persons can be anyone identified by the employee, there is no use of placing other family members for 20 hours allowance.

of the statutory entitlement not covered by paid bereavement leave may be taken as unpaid leave or supplemented with available accrued sick leave, vacation, or compensatory time off, in accordance with applicable law.

Effective January 1, 2027, a designated person shall mean an individual related by blood or whose association with the employee is equivalent to a family relationship. Employees may identify a designated person when requesting leave, limited to one (1) designated person within a twelve (12) month period.

Bereavement leave must be completed within three (3) months of the date of death and need not be taken consecutively. Employees shall notify Human Resources and provide documentation of the death within thirty (30) days of the first day of leave, if requested. All documentation shall remain confidential. Bereavement leave does not accrue, is not considered an earned benefit, and shall not run concurrently with FMLA or CFRA leave, except as permitted by law.

Article 323
~~:~~Cost of Living Adjustments

~~Salaries to be adjusted on~~For the period of January 1, 2027, through December 31, 2031, salaries shall be adjusted annually, effective January 1 of each year, based on the percentage change in the September-to-September Consumer Price Index for All Urban Consumers (CPI-U), Riverside–San Bernardino–Ontario, California, as published by the U.S. Bureau of Labor Statistics (BLS).

The annual adjustment shall reflect the actual percentage change in the applicable CPI, without a minimum (floor) or maximum (cap), unless otherwise mutually agreed upon by the District and the Employee Association~~ 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~~.

Commented [RB12]: Language Update: Board and Employee Association agreed into keeping the MOU Term to 5 years with the salary schedule utilizing Sept to Sept Regional CPI with no minimum and maximum ceiling.

Article 334
~~:~~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.

Commented [RB13]: The Employee Reps proposed to increase it to 5 hours but can only be utilized during negotiations year.

Article 345
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. The Association representative must attend at least 75% or more of said meeting to be eligible for compensation.~~

One (1) duly elected representative of the Employee Association shall be eligible to receive a stipend of twenty-five dollars ($25.00) for each thirty (30) minutes of attendance, or any portion thereof, at Personnel Committee, Regular Board, and Special Board meetings, provided such attendance is required for Association business and occurs outside the employee's regularly scheduled work hours. No stipend shall be paid for attendance of less than fifteen (15) minutes outside regularly scheduled work hours. The stipend shall not exceed seventy-five dollars ($75.00) per meeting.

If a meeting begins during the representative's regularly scheduled work hours and continues beyond the end of their shift, the stipend shall be calculated solely on the portion of attendance occurring outside those hours, with any partial thirty (30) minute increment qualifying for the full stipend. No stipend shall be paid for attendance during regularly scheduled work hours.

The eligible representative shall be designated by the Employee Association prior to the meeting. Attendance in their capacity as an Association representative shall not qualify for overtime compensation unless otherwise required by law.

Association representatives shall not be required by District management to attend Board meetings outside their regularly scheduled work hours unless attendance is required as part of their regular job duties, such as presenting District business to the Board.

Stipend Calculation:

Eligible attendance outside work hours	Stipend
15 to 30 minutes	$25

Commented [RB14]: The GM negotiated this with the reps since the Personnel Committee meetings are held within work hours.

31 to 60 minutes	$50
60 to 90 minutes	$75
More than 90 minutes	$75 (capped)

Article 356
~~:~~Total Agreement

This Memorandum of Understanding (MOU) 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 367
~~:~~Reopener

The District may reopen the MOU at any time after January 1, 20272, for the purpose of negotiating health insurance benefits, and any related provisions as deemed necessary by the District. The District may exercise its right to reopen by delivering a written request to the ~~Association.~~ Association R~~r~~epresentatives. Meeting and conferring will commence no later than 30 calendar days following the date of said~~the~~ request ~~to reopen~~.

Article 378
~~:~~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, verbal, written, or otherwise 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 or~~ ~~provisions contained in writing signed by both parties and approved and implemented by the~~ ~~District.~~

Any amendment, modification, or waiver of the provisions of this Memorandum of Understanding (MOU) shall be valid only when mutually agreed upon through a meet and confer within 30 days, and in writing, by the District and the Employee Association and approved by the District's Board of Directors.

Commented [JC15]: I don't think I understand this paragraph??

Commented [RB15R2]: Revised the paragraph as this should be approved by the Board before it's implemented.

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 389 ~~:~~ Term Agreement

This agreement shall remain in full force and effect from January 1, 2027~~,2~~ **through** ~~until~~ December 31, 2031~~26~~.

Notwithstanding the expiration of the 2022–2026 Memorandum of Understanding, the salary survey scheduled for FY 2027 pursuant to the provisions of the 2022–2026 MOU shall proceed as agreed upon by both parties.

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

Article 3940 ~~:~~ 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~~ **ASSOCIATION REPRESENTATIVES**
By: _____ Lona Williams, President of the Board of Directors	By: _____ **Luis Lomeli**
	By: _____ **Ericka Enriquez**
By: _____ Dan Jaggers, General Manager	By: _____ **Jordan Smith**

CURRENT MOU LANGUAGE

Introduction

This Memorandum of Understanding, hereinafter referred to as "MOU" entered effective the 1st 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 1st day of January, 2022, and shall remain in full force and effective the 31st 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

PROPOSED SUCCESSOR MOU LANGUAGE

Introduction

This Memorandum of Understanding, hereinafter referred to as "MOU", or Agreement entered effective the 1st day of January 20272, is by and between the Beaumont-Cherry Valley Water District, hereinafter referred to as BCVWD or 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 1st day of January, 20272, and shall remain in full force and effective the 31st day of December 203126. If the effective period closes with no new MOU in place, the provisions defined in this document shallwill remain in full force and effect until a new successor MOU has been agreed by both parties and is adopted by the Board of Directors.

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 semployees.

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Article 1
: CompensationArticle 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.

It is agreed that the adopted annual "BCVWD Salary Schedule" published every January 1st, 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") per FLSA rules. 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. The BCVWD Salary Schedule will be published as part of the Operating Budget prepared by District staff and will be made available to both employees and the general public.

Article 2
: Recognition

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

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

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

Accounting Technician
Administrative Assistant
Administrative Clerk
Cross-Connection Control Technician
Cross-Connection, Non-Potable Water Supervisor
Customer Service Representative I
Customer Service Representative II
~~Customer Service Representative Supervisor~~
Development Services Technician
Maintenance Worker I
Maintenance Worker II
Senior Customer Service Representative
Senior Field Services and Meter Program Specialist
Senior Water Utility Worker
Underground Water Utility Locator
Water Production Operator I
Water Production Operator II
Water Production Supervisor
Water Utility Supervisor
Water Utility Worker I
Water Utility Worker II
~~Senior Water Utility Worker~~
~~Water Utility Supervisor~~

~~Should additional~~For new classifications ~~be~~ added during the term of this agreement, the District and the Association shall meet and confer ~~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~~ California state laws, rules and regulations ~~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 within the state of California, such part o~~f the~~ provision shall be suspended and superseded by such applicable law's or regulations, and the remainder of this MOU shall remain in full force and effect ~~not be affected thereby~~.

Article 4 ~~: M~~Management Rights

The Association recognizes that the District's Board of Directors has the responsibility and authority to set policy on behalf of the District~~public~~, and the General Manager or his/her designee has the primary responsibility and authority to manage and direct all District operations and activities to the full extent permitted by applicable statutes of federal and

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.

California state law.

The Association recognizes that the District and its representatives (Board of Directors and ~~,~~ 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 fullest extent authorized by federal and California state law. All ~~direction of~~ Association bargaining unit employees shall ~~will~~ meet and confer with the BCVWD~~go through the duly~~ duly authorized managerial employees. In the event the Association bargaining unit employees meet and confer with parties not duly recognized by BCVWD as authorized managerial employee's for the purpose's of this MOU, such determinations shall be invalid, void or unenforceable.

The District shall retain, whether exercised or not, solely, and exclusively, all express and inherent rights and authority to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered, in accordance with the terms and conditions contained in this agreement and to the full extent authorized by law. ~~The District is conceded to have the right to make technological improvements, to assign work not expressly covered by the job descriptions, to determine normal working hours, and to schedule accordingly.~~

The Association recognizes the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

1. Hire new employees, determine the staffing patterns and the number of personnel required for any Department or Division.
2. Direct and scheduled work and/or overtime work as required in the manner most advantageous to the District.
3. Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.
4. Introduce new jobs and new and improved methods of operation, modify, or abolish existing jobs, processes, and operations.
5. Discipline or discharge employees for just cause.
6. Lay off personnel at any time.
7. Determine assignments and establish methods and processes by which assignments are performed.
8. Transfer employees within departments, divisions, and sections and to a position outside of a department, division, or section in a manner most advantageous to the District.
9. Effect reorganizations and reallocation of work of the District.
10. Exclusive authority to contract or subcontract work; the District shall provide the Association with at least 45 days' written notice before contracting, soliciting, renewing or extending contracts for services typically performed by represented classifications, except in emergencies requiring shorter notice.
11. Determine and adopt safety, health, and property protection measures for the District.
12. Establish, continue, discontinue, amend, and enforce District policies, practices, or procedures.

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

13. The District retains full discretion to modify these Policies at any time in accordance with law.

The District shall also reserve all other ~~prerogatives~~rights and responsibilities normally inherent in management of a public agency. .

It is further agreed that nothing in this agreement shall in any way diminish the rights of employees, the District, or the Association as established by the Meyers-Brown Act of the State of California and all amendments thereto.

~~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, or by immediate direction of the Board of Directors. 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.

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

Article 6
~~:~~Employee Rights

The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, or any other basis protected by applicable law nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of the Employee Association.

Except as otherwise provided in this MOU, the employees covered by this MOU shall have rights which may be exercised in accordance with California state and federal law, and applicable ordinances, resolutions, rules and regulations as defined by BCVWD. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 18. In addition, employees shall be free of restraint, intimidation, and coercion as a result of the exercise of their rights as guaranteed by this MOU.
~~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
Meeting ~~:~~Agendas

Agendas for meetings of the BCVWD Board of Directors will be available ~~furnished~~ to Association R~~r~~epresentatives as posted on the District website ~~page. at no charge~~.

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

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).~~

1. Standard Work Schedule (4/10)

The District's standard work schedule consists of four (4) workdays per week, with ten (10) hours of work per day, excluding an unpaid thirty (30) minute meal period, followed by three (3) consecutive days off. The regular work schedules for employees shall be established as follows:

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,

a. ***Department of Operations***: All divisions within the Department of Operations shall observe a regular work schedule Mondays to Thursdays, from 6:30 a.m. to 5:00 p.m.
b. **Departments of Finance and Administration and Engineering**: All divisions within these departments shall observe a regular work schedule Mondays to Thursdays, from 7:00 a.m. to 5:30 p.m.

The standard 4/10 work schedule shall apply to all Association employees unless otherwise assigned to a modified work schedule established by the District as stated in Subsection 3.B of this Article.

2. Modification of Work Schedules

The District may reinstate a traditional work schedule consisting of five (5) workdays per week, with eight (8) hours of work per day, upon providing fourteen (14) calendar days' advance notice to affected employees, subject to applicable law and the provisions of this Memorandum of Understanding.

3. On-call Work Schedules

To ensure continuous monitoring of District facilities and timely response to operational emergencies, system failures, and customer service calls, designated employees in the Transmission and Distribution Division and Production Division shall participate in on-call rotations as follows:

A. Transmission and Distribution Division

Employees assigned to on-call duty shall maintain their standard 4/10 work schedule. The on-call period shall begin at 6:30 a.m. on Thursday and shall end at 6:30 a.m. the following Thursday.

B. Source of Supply Division (Production)

Employees assigned to on-call duty shall have Monday off immediately preceding their modified work schedule, which consists of ten (10) consecutive workdays, with eight (8) hours of work per day, excluding an unpaid thirty (30) minute meal period.

The modified work schedule shall begin on Tuesday at 6:30 a.m. and end on Thursday of the following week at 3:00 p.m. During this period, the on-call assignment shall begin at 6:30 a.m. on Thursday and shall end at 6:30 a.m. the following Thursday.

Upon completion of the modified work schedule, employees shall receive three (3) consecutive days off (Friday through Sunday) before returning to the standard 4/10 work schedule until their next scheduled on-call rotation.

Illustration: Production On-call Schedule on a Modified Work Schedule

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

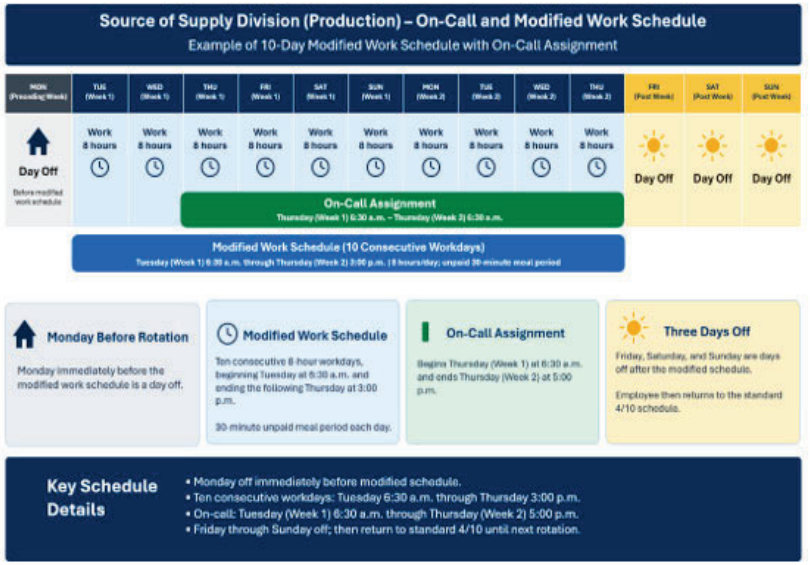
Introductory Employee. All newly hired employees covered under the MOU will serve an introductory period. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets 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



4. Paid Time-Off

Employees shall be charged accrued leave based on their regularly scheduled work hours:

a. Standard 4/10 work schedule: Ten (10) hours for each full scheduled workday.
b. Modified 8-hour work schedule: Eight (8) hours for each full scheduled workday.
c. Partial-day absences shall be charged based on the actual scheduled hours missed.

5. Overtime and On-Call Compensation

Overtime compensation, including overtime resulting from modified work schedules and emergency call-outs, shall be governed exclusively by Article 11 of this Memorandum of Understanding.

Standby and on-call compensation shall be administered in accordance with Article 12 of this Memorandum of Understanding.

Article 11
~~:~~Overtime and Rest Period

~~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~~

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.

~~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.~~

1. General Overtime Provisions

Non-exempt employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and the provisions of this Article.

a. Employees shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in the District's established workweek.
b. Hours actually worked in excess of ten (10) hours in a work-day shall be compensated at one and one-half (1.5) times the employee's regular hourly rate.
c. Hours actually worked in excess of twelve (12) consecutive hours in a work-day shall be compensated at two (2) times the employee's regular hourly rate (double-time rate).
d. Holidays, vacation leave, sick leave, and other paid leave shall not count as hours actually worked for purposes of calculating overtime.
e. All overtime must be approved in advance by the employee's supervisor, except in emergencies where prior approval is impracticable. All hours actually worked must be accurately recorded and compensated, regardless of prior authorization.
f. Employees shall neither overreport nor underreport hours worked. Employees directed to work without accurately reporting their hours shall promptly notify the General Manager and/or Human Resources and Risk Management Department.
g. Overtime shall be paid on the regular payday immediately following the pay period in which the overtime was earned.

2. Overtime Under Standard and Modified Work Schedules

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.

The overtime provisions of this Article shall apply to employees assigned to the standard 4/10 work schedule and modified work schedules established under Article 10 (Source of Supply Division).

All hours actually worked, including hours worked beyond the employee's regularly scheduled workday and emergency call-outs, shall be included in determining overtime eligibility.

Overtime shall be calculated based on the District's established workweek, regardless of the employee's assigned work schedule or on-call rotation.

3. Holiday Work

a. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall receive one and one-half (1.5) times their regular hourly rate for all hours worked.
b. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall be compensated at their regular hourly rate for all hours worked, with applicable overtime compensation for hours of actual work in excess of forty (40) hours during the established workweek, in accordance with Article 11.
c. Employees scheduled to work on a District-recognized holiday shall receive their applicable holiday pay and regular hourly rate for all hours worked, subject to additional overtime compensation when applicable under this Article.
d. An employee required to work on a District-observed holiday, whether scheduled or unscheduled, may elect to bank their applicable holiday hours as a Floating Holiday to be used at a later date subject to provisions stated in Subsections A and B of this article, with approval from their direct supervisor.
e. Hours worked in excess of ten (10) consecutive hours shall be compensated at one and one-half (1.5) times the employee's regular hourly rate, and twelve (12) consecutive hours shall be compensated at two (2) times the employee's regular hourly rate. Applicable premium rates shall not be compounded for the same hours worked, subject to applicable law.

4. Consecutive Work Hours

a. Overtime work extending beyond midnight or into the following calendar day shall be considered consecutive hours worked for purposes of determining the applicable overtime rate.
b. Employees who work more than twelve (12) consecutive hours shall continue to receive the applicable double-time rate until they are provided at least eight (8) consecutive hours of rest.
c. Employees required to return to work by their immediate supervisor before completing eight (8) consecutive hours of rest shall continue to receive double-time compensation at the applicable rate until the required rest period is provided.
d. Rest period requirements and associated benefits shall be administered in accordance with Section 6 (Rest Period Pay) of this Article.

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

5. On-Call and Emergency Call-Outs

Employees assigned to on-call duty under Article 10 shall receive standby compensation in accordance with Article 12.

All hours actually worked during emergency call-outs or other District-directed assignments shall be recorded and compensated in accordance with this Article.

On-call status alone shall not constitute hours worked for overtime purposes unless otherwise required by applicable law.

6. Rest Period Pay

The District recognizes the importance of providing employees with adequate rest between work shifts while maintaining their regular work hours. When an employee's required eight (8) consecutive hours of rest following an emergency call-out overlap with their regularly scheduled work hours, the following provisions shall apply:~~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. *Eligibility and Compensation*

Following an emergency call-out lasting at least four (4) hours after the employee's regularly scheduled shift, the employee shall receive Rest Period Pay at their regular hourly rate for the portion of the required rest period that overlaps with their scheduled work hours, up to a maximum of eight (8) hours.

Illustrative Example – Rest Period Pay

An employee completes their regular shift at 5:00 p.m. and responds to an emergency call-out from 9:00 p.m. to 3:30 a.m. (6.5 hours). The required eight-hour rest period ends at 11:30 a.m. Since the employee's next scheduled shift begins at 6:30 a.m., the employee shall receive five (5) hours of Rest Period Pay at their regular hourly rate for the overlapping period from 6:30 a.m. to 11:30 a.m.

b. *Required Rest Period*

Employees must complete eight (8) consecutive hours of rest to qualify for Rest Period Pay. An employee shall not return to work before completing the required eight (8) consecutive hours of rest unless expressly requested and authorized by his/her supervisor.

c. *Return to Work and Remaining Scheduled Hours*

If two (2) hours or less remain in the employee's regularly scheduled shift upon completion of the required rest period, the employee shall not be required to return to work that day.

Employees shall not be required to use accrued leave to cover any scheduled hours not compensated through Rest Period Pay but may elect to do so. Any remaining hours

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.

not covered by accrued leave shall be unpaid without adversely affecting the employee's full-time status or benefits.

d. ***Eligibility Restrictions***
Employees who incur an unexcused absence or tardiness during the applicable workweek shall not be eligible for Rest Period Pay. However, employees who utilize approved vacation leave or sick leave supported by a physician's note may remain eligible for Rest Period Pay, subject to the requirements of Subsection F of this Article. Employees assigned to on-call or standby duty shall not be eligible for Rest Period Pay.

e. ***Alternative Work Hours***
Where operationally feasible, employees may be permitted to work alternate hours within the same workweek to maintain their regular work hours, provided there is an operational need, available work, and approval from their supervisor and the General Manager or designee.

f. ***Approval***
Rest Period Pay shall be subject to review and approval by the General Manager or designee in accordance with established District procedures.

g. ***Exception to Required Rest Period***
An eight (8) hour rest period shall not be required when an employee assigned to standby duty completes a call-out in less than one (1) hour of actual time away from the employee's residence.

~~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~~

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)

~~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~~

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 f 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.

~~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.~~

1. Standby Assignments and Rotations

The District may assign qualified employees to standby duty to ensure adequate coverage for operational emergencies and after-hours service needs. Standby schedules shall be established in accordance with Article 10.

A. *Source of Supply (Production) Division*

Standby duty shall be assigned to qualified and available Water Production Operators, as determined by the employee's supervisor and/or Director of Operations.

Employees assigned to standby duty in this division shall serve as Primary Standby Employees.

The District shall maintain a planned minimum rotation of four (4) Production Operators, with the intent of providing at least three (3) weeks between standby assignments.

B. *Transmission and Distribution Division*

Standby duty shall consist of one (1) primary Water Utility Worker and one (1) standby helper, as assigned by the employee's supervisor and/or Director of Operations.

The following classifications shall apply:

- 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.

a. *Primary Standby Employee*: Senior Water Utility Worker or Water Utility Worker II
b. *Standby Helper*: Any classifications within the Department of Operations

The District shall maintain the following planned minimum rotations:
a. Primary Water Utility Workers: Six (6) employees in rotation, with the intent of providing at least five (5) weeks between standby assignments.
b. Standby Helpers: Seven (7) employees in rotation, with the intent of providing at least eight (8) weeks between standby assignments.

C. ***Scheduling Authority***
The District reserves the right to modify standby rotations and assign other qualified employees when necessary to maintain operational coverage. The rotation periods described above are intended scheduling guidelines and are not guaranteed.

2. Standby Compensation

Employees assigned to standby duty shall receive the following compensation:

a. **Primary Standby Employee:** Sixty dollars ($60) per standby day.
b. **Standby Helper:** Fifty dollars ($50) per standby day.

A standby day shall mean a twenty-four (24) hour period during which an employee is assigned to remain available to respond to emergencies outside regularly scheduled work hours.

Standby compensation shall be paid separately from compensation for actual hours worked, which shall be governed by Article 11.

3. Standby Employee Responsibilities

Employees assigned to standby duty shall:
a. Remain available and prepared to respond to emergency calls throughout their assigned standby period.
b. Maintain reliable communication through a District-issued or other approved communication device.
c. Refrain from activities that may impair their ability to safely and effectively perform assigned duties.
d. Acknowledge or respond to emergency calls within five (5) minutes of receiving notification.
e. Report to the emergency location within twenty (20) minutes of receiving notification, unless otherwise authorized by the supervisor or Director of Operations.

Failure to meet the established response requirements without reasonable justification may result in forfeiture of standby compensation for the applicable standby day and/or disciplinary action, subject to applicable law and District policies.

4. District Vehicle Use

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

Employees assigned to primary standby duty may be provided a District vehicle for travel between their residence, regular workplace, and emergency response locations. Standby helpers may also be assigned a District vehicle when authorized by the supervisor or Director of Operations.

District vehicles shall be used exclusively for authorized District business, including approved commuting associated with standby assignments. Personal use is prohibited and may result in disciplinary action.

The District shall cover authorized fuel and operating expenses associated with standby vehicle use.

Any taxable commuting benefit shall be valued and reported in accordance with applicable Internal Revenue Service (IRS) regulations. Employees shall be responsible for applicable taxes associated with such benefits.

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).~~

1. Call-Out Compensation

Employees required to respond to a call-out outside their regularly scheduled work hours shall receive a minimum of two (2) hours of compensation at the applicable overtime rate (1.5 times regular pay) established under Article 11, regardless of standby status.

Any additional calls received or performed within the initial two (2) hour period shall be considered part of the same call-out and shall not qualify for additional minimum compensation, regardless of whether the employee has returned to his/her residence or is required to depart again.

A new call-out occurring after the initial two (2) hour period has expired shall qualify for a separate two (2) hour minimum payment, provided the employee has completed the previous assignment and has been released from duty.

Illustrative Example – Separate Call-Outs

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.

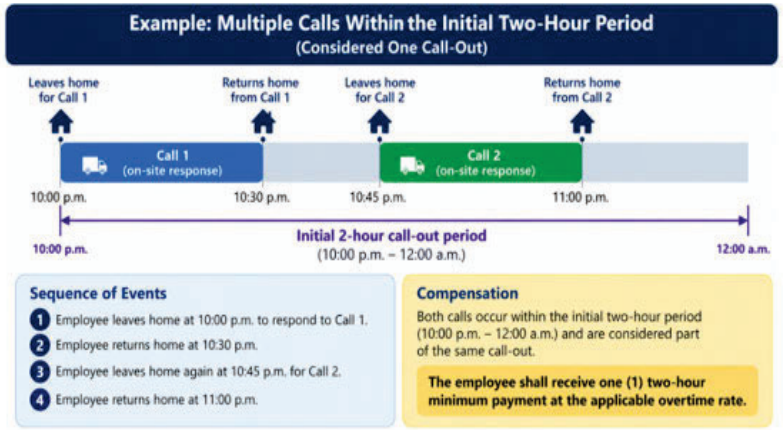
Any agreement, alteration, understanding, variation, waiver, or modifications of any terms of provisions contained in writing signed by both parties and approved and implemented by the District.

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,

An employee responds to a call at 10:00 p.m. and returns home at 10:30 p.m. At 10:45 p.m., the employee receives another call requiring him/her to leave again. Since both calls occur within the initial two-hour period (10:00 p.m. to 12:00 a.m.), the employee shall receive only one (1) two-hour minimum payment at the applicable overtime rate.



2. Definition of Call-Out

A call-out occurs when an employee is required to physically leave his/her residence to respond to a District-related matter outside his/her regularly scheduled work hours. Work performed as a continuation of the employee's regularly scheduled shift shall not constitute a separate call-out.

3. Call-Out Work Activities

District-related matters resolved by telephone or other electronic communication without requiring the employee to leave their residence shall not qualify for the two (2) hour minimum call-out compensation under Subsection 1. However, employees shall be compensated for the actual time spent resolving such matters, calculated in fifteen (15) minute increments, at the applicable overtime rate established under Article 11.

Any actual work performed remotely shall be recorded and compensated in accordance with this article and applicable law.

Article 14
~~:~~Equitable Distribution of Call Out Overtime

~~There will be equitable distribution of call out overtime for all applicable employee's covered by this MOU. 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 employee's~~individuals are ~~not working~~

2026. The District agrees to conduct an internal compensation survey every third (3rd) year, and an external compensation study, conducted by an outside consultant, every ninth (9th) 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.

~~excessively long shifts without~~ the ~~required~~ rest. ~~If all considerations are equal, volunteers for overtime will be selected using a random method.~~
The District shall make reasonable efforts to distribute call-out and additional overtime opportunities equitably among qualified employees covered by this MOU. When overtime is needed, qualified employees may volunteer for available assignments. Selection shall consider operational needs, employee qualifications, availability, and safety, including adequate rest between shifts. When multiple volunteers are equally qualified and available, selection shall be made through a random process.

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~~ Adminstration, Engineering and ~~Field~~ Operations Offices, 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:~~ All required job posting shall be posted in a common area generally occupied by employee's.

~~These p~~Positions will be filled based on merit, demonstrated ability to perform the duties ~~in~~of the vacant position, and, where applicable, possession of required or desirable certifications, /education or qualifications ~~that is required or desirable for the position~~. When~~re~~ the District determines that all other relevant factors are equal, seniority may be considered.

When an employee is promoted or otherwise changes job classification, c~~C~~ompensation at the new classification shall~~will~~ be set at a minimum of five percent (5%) above the employee's previous rate of pay, provided such placement is within the established salary range ~~in the salary schedule~~ for the new classification~~, if achievable within the salary range for the new position~~, and employee meets all requirements of such classification ~~.~~ The District reserves the right to recruit and hire qualified candidates from~~,~~ outside the existing ~~present~~ workforce subject to existing policy.

~~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~~ Employee ~~Status~~and ~~Temporary Employees~~ and Probationary Period

1. **Regular, Full-Time Employee.** A "Regular", Full-Time employee is one who has been hired to fill a regular position in any job classification and has completed his or her probationary period except as otherwise required by law. Full-Time Employment is defined as a 40-hour average workweek. A regular, full-time employee is eligible for benefits in accordance with his or her

classification and employee group.

Part-Time Employee. A "Part-time" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The part-time employee works whenever the District's workload increases to a level that a regular employee cannot accommodate or when other factors make part-time employment advantageous. On average, a part-time employee may not work more than 20 hours per week. He or she may also work standby if required by his or her job classification. A part-time employee is not eligible for fringe benefits such as holiday pay, vacation pay, jury or witness duty pay, bereavement leave, or other similar forms of paid leave, nor is he or she eligible for seniority accrual or leave of absence rights, except as required by law. However, under the Public Employees' Medical and Hospital Care Act (PEMHCA), a part-time employee who works at least 20 hours per week for a period exceeding six (6) months is eligible for District-sponsored health insurance coverage.**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.

2.

3. Probationary Period for Introductory Newly Hired and Rehired Employees. All newly hired full-time and part-time employees covered under the MOU will shall serve an probationary introductory period. The probationary 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 "at-will" relationship at-will at any time during or after the introductory probationary period, with or without cause or advance notice.

All new and (including rehired) employees shall work on an introductory probationary basis for the first six (6) months after from their the date of hire. Any significant absence will automatically extend the introductory probationary period by the length of the absence. If the District determines that the designated probationary introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory probationary period may be extended one or more timesup to a maximum of twelve (12) months. In the event an employee is unable to satisfactorily complete his/her probationary period regardless of the extension, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and

including termination of employment if necessary at the sole discretion of the District. .

Upon satisfactory completion of the probationary ~~introductory~~ period, full-time and part-time probationary employees enter the "regular" employment classification. Successful completion of the ~~introductory~~ probationary period does not guarantee employment for any specific duration or change the at-will status of regular employment. Successful completion of the ~~introductory~~ probationary period does not guarantee ~~make~~ an employee eligible for a merit or any other increase in regular pay.

4. Probationary Period for Promoted or Transferred Employees. An employee who is promoted to a higher classification or transferred to a new classification shall serve a six (6) month probationary period. The probationary period will commence from the date of promotion, rather than date of hire. If the District determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended up to a maximum of twelve (12) months. In the event an employee is unable to satisfactorily complete his/her probationary period in the reclassified role regardless of the extension, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District. .

5. Probationary Period for Employees on a Reclassified Position. Current employees whose position is reclassified will serve a probationary period for the first six (6) months from the effective date of position reclassification. In the event an employee is not able to satisfactorily complete his/her probationary period in the reclassified role, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District. .

~~**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. Employee must meet the basic qualifications in order to be compensated. 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

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

   a. ~~Temporary~~Part-time employees in the bargaining unit shall be laid off first.
   ~~1.~~b. Employees under a Performance Improvement Plan (PIP) shall be laid off next.
   ~~2.~~c. Should a further reduction be necessary, full-time ~~PIP or reclassified~~ probationary employees in the ~~–~~bargaining unit, whether a new hire, rehired or reclassified ~~employees~~ shall be laid off next.
   ~~3.~~d. Regular, ~~F~~full-time employees shall be the last to be laid off ~~last.~~, with layoffs among full-time employees occurring in reverse order of seniority.

2. Layoff Notification and Applicable District Policy. 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. Any matters not specifically addressed in this Article shall be governed by *District Policy 3065 – Reduction in Force*, as amended from time to time.

Nothing in this Article is intended to supersede or limit the District's obligations under the federal Worker Adjustment and Retraining Notification (WARN) Act or the California WARN Act. Where applicable, the District shall comply with all statutory notice requirements

Re-Employment Eligibility and Recall Procedures. Employees who are laid off shall be placed on a re-employment list in reverse order of layoff for a period of six (6) months from the effective date of layoff. Employees on the re-employment list shall be recalled in reverse order of layoff, provided they are qualified to perform the duties of the position at the sole discretion of the District. ~~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.~~
3.

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.

1. Grievance Procedure. 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:

a. ***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.

b. ***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, and Risk Management Department within five (5) business days of receipt of the immediate supervisor's answer. Upon receipt of a written MOU grievance, Human Resources shall discuss the complaint with the Department Head for possible resolution. After discussion, Human Resources and the Department Head 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.

c. ***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 or his/her designee, within five (5) business days of receipt of the response from Human Resources. Upon receipt of a written MOU grievance, the General Manager or his/her designee shall meet with the employee, his/her representative, and with management within ten (10) business days. The General Manager or his/her designee shall render a written decision no later than three (3) business days after the Step 3 meeting.

d. ***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.

2. Grievance Involving the General Manager. In the event that the General Manager is directly involved, formal grievance shall be submitted in writing to Human Resources or designee within five (5) business days and shall be presented to the Personnel Committee. The Personnel Committee shall meet with the General Manager, the grievant and his/her representative within ten (10) business days to discuss the grievance. The Personnel Committee shall render a written decision within seven (7) business days, which decision shall be final.

3. Grievance Time Limits and Procedural Exceptions. 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.

By agreement in writing, the parties may extend any and all-time limitations specified above.

If an employee with a pending grievance separates from employment with the District for any reason, the grievance shall be automatically dismissed.

The General Manager may temporarily suspend grievance processing on a Districtwide basis in an emergency situation, or as directed by the Board of Director's. Employees covered by this policy may appeal this decision to the Board of Directors.

Article 20
~~: Progressive Discipline~~Disciplinary Actions or Termination

Types of Disciplinary Action. 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 recommendation for discipline by the immediate supervisor must first be consulted with the General Manager or his/her designee and Human Resources and Risk Management. The following is a nonexclusive list of the types of disciplinary action which may be imposed.

~~i.~~1.

a. ***Oral or written warnings***. The recommended progressioin is from verbal warning, written warning and final written warning.
~~A.~~

~~B.~~b. ***Probation***. ~~- t~~The placing of an employee in a position wherein his/her past and current performance is being reevaluated through a three- (3) to six (6)-month Performance Improvement Plan (PIP). Failure to improve his/her performance during the probationary period will result in further disciplinary action.

~~C.~~c. ***Suspension***. ~~- a~~An involuntary leave without pay.

~~D.~~d. ***Demotion***. ~~- t~~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.~~e. ***Termination***. ~~— i~~Involuntary discharge from service with the District.

~~ii.~~2. Common Causes of Disciplinary Actions. 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.~~a. Action contrary to the ~~Personnel Rules and Regulations of the District~~the District's established Policies and Procedures.

b. Inefficiency or incompetency such as failure to comply with the minimum standards of Employee's position for a significant period of time.~~e.~~

~~B.~~c. Neglect of duty, such as failure to timley perform the duties required of Employee's position.

~~C.~~d. Disobedience or insubordination.

e. Dishonesty involving employment.~~.~~

~~D.~~f. Being under the influence, and/or in possession of alcohol or intoxicating drugs while on duty.

~~E. Consumption~~ Use of alcoholic beverages, narcotics or any~~u~~ habit-forming drug~~s~~ that impacts Employee's ability to safely perform the duties of Employee's position~~.~~. E~~e~~mployees 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.

g.

~~F.~~ Conduct unbecoming a public employee or any behavior that undermines integrity, efficiency, courtesy or public trust in the District~~Disorderly conduct.~~

~~G.~~h. ~~Discourteous treatment of the public.~~.

~~H.~~ Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to Employee's regular compensation, as a personal benefit to the Employee for actions performed in the normal course of Employee's assigned duties. ~~Accepting gratuities or tips offered in exchange for District services rendered to a customer or prospective customer.~~

~~I.~~

j. Conviction of a crime or conduct constituting a violation of state or federal law which interferes with Employee's ability to deliver public service~~felony~~.

~~J.~~k. Falsification of any District report or record or of any report or record required to be, or, filed by Employee.

~~J.~~l. Tardiness.

~~K.~~m. Absenteeism.

~~L. Neglect of duty.~~

n. Failure to follow safe working practices or failure to report promptly any injury.

~~M.~~

~~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.~~

3. Progressive Discipline and Disciplinary Discretion. It is recommended that disciplinary action should be taken progressively. However, the District reserves the right to combine and/or omit steps or immediately issue an involuntary separation depending on the nature of the offense. The level of disciplinary action may also vary. Some factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's behavior or work record, and the impact the conduct and performance issues have on the District and its reputation. ~~Except in significant situations such as theft, fighting, drunkenness, drug use, etc. as determined by District Management, the District agrees to the~~The following are the recommended order of discipline:

a. First offenders depending on the severity and at the sole discretion of the District, ~~shall~~ will be counseled and given a warning. Both verbal and written warnings ~~shall~~ will be

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

b. Should the misconduct continue depending on the severity, management has the option to issue a second, written warning, along with notification that further misconduct could be grounds for more severe disciplinary action at the sole discretion of the District.~~-~~

c. 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 at the sole discretion of the District.~~-~~

4. Investigation Process. The Human Resources Department will initiate and conduct a thorough and objection investigation within five (5) workdays after a report from the immediate supervisor of the infraction by an employee that may result in a disciplinary action. The General Manager or his/her designee may place the employee involved on a paid administrative leave of absence pending investigation. An investigation summary report shall be presented by Human Resources Department to the General Manager or his/her designee and the Department Head outlining the findings and the recommendation for a decision. The General Manager or his/her designee will render a decision within three (3) workdays. Human Resources Department will keep a copy of the investigation summary report and shall not be provided to the employee for confidentiality purposes and to the extent applicable by law.

5. Notice of Intent to Take Disciplinary Action or Termination. Once the General Manager or his/her designee has decided on disciplinary action or termination, a notice will be sent to the employee within 48 hours. The notice will specify the reasons for the intended disciplinary action and termination.

6. Appeal Process. The employee has the right to appeal any disciplinary action. The appeal must be submitted in writing to Human Resources Department within five (5) business days of receiving the notice of disciplinary action or termination. When an appeal is submitted in writing, the Human Resources Department will schedule and conduct an Administrative Hearing together with the General Manager or his/her designee, the employee involved in a disciplinary action or termination and/or the employee's representative to plead his/her case within five (5) business days. Appeals not submitted within five (5) business days from notice of disciplinary action or terminations will render the decision as final.

7. Notice of Final Decision. After the hearing, the General Manager or his/her designee in collaboration with the Department Head and Human Resources Department will review the result of the Administrative Hearing and make a final decision within three (3) business days. The final decision notice will be sent to the employee by Human Resources Department within two (2) business days after the date of the Administrative Hearing.

Recordkeeping. 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.

8. All progressive discipline violations shall be documented in the employee's personnel file. Upon termination, the employee shall return all District property.

Right to Grieve Disciplinary Action. To promote fairness, accountability, and due process in

the administration of discipline, any disciplinary action other than a verbal warning may be challenged through the grievance procedure established under this Agreement. ~~All disciplinary actions, other than verbal warning, shall be subject to the grievance procedures, including representation.~~

9.

10. Right to Representation. An employee may be represented throughout the grievance process by an authorized representative of the Employee Association. No attorney or other legal counsel shall participate in the grievance process prior to arbitration unless otherwise required by law or mutually agreed upon by the District and the Employee Association.

Article 21
~~:~~ Step Increases

Employees below Step 5 in his/her classification may~~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 2~~2~~3
~~:~~ Incentive Pay

1. Eligibility and Incentive Pay Rates. Full-Time continuous employees shall be eligible to receive incentive pay after three (3) years of service to the District. Employees who obtain ~~with 3 years of service or more (at time of application) an~~receiving education certification that is one ~~step~~ level or higher ~~above their~~than the minimum requirements of their ~~existing~~ job classification requirements ~~will be~~are eligible to receive a monthly incentive of ~~fifty~~ fifty dollars ($5~~5~~0) per ~~month per~~ certificatio~~n~~e, up to a maximum of two~~one~~ hundred dollars ($2100) per month.

2. Application and Approval Process. Incentive pay is not automatically applied. Employees must first ~~make~~ submit an application to their supervisors to ~~be eligible to~~ participate in the Incentive Pay program, including ~~employees~~ those in~~whose~~ job classifications that may not have corresponding ~~education~~ certification requirements. All applications are subject to approval by~~of~~ the General Manager or designee.

3. Qualifying Education and Certifications. To qualify for the incentive pay, E~~e~~ducation and/or certification~~s~~ must be relevant to the employee's job classification ~~to be eligible for incentive pay~~. For job classifications that do not have established certification requirements, employees may qualify for incentive pay for relevant education, certifications, or licenses that enhance their ability to perform assigned duties, as determined by the General Manager or designee. The following is a non-exclusive, illustrative list of certifications which may be eligible

for incentive pay:

a. California Water Distribution Operator (level D-2 and above)
b. California Water Treatment Operator (level T-1 and above)
c. Backflow Prevention Assembly ~~Water~~ Tester (BPAT) Certification
~~c.~~d. Cross-Connection Control Specialist
e. California Class A or B Driver's License
~~d.~~f. Notary Public (State of California)
~~e.~~g. Other ~~relevant~~ education, certification, or degree deemed applicable ~~as approved~~ by the General Manager or designee, including those obtained by employees in the highest job classification.

Article 2~~3~~4
~~:~~ Sick Leave

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

Incentive Plan "A":

1.
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":

2.
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: The Bbeneficiary shall be the individual ~~indicated~~ designated by the employee on his/her Life ~~on the employee's Life~~ Insurance Beneficiary Form.

Article 2~~4~~5
Medical ~~:~~ Insurance and Voluntary Benefits

1. **Health Insurance**: The District shall provide ~~to~~ the Bargaining Unit members health insurance coverage through the California Public Employees Retirement System (CalPERS) for all members of the Bargaining Unit and their eligible dependents.

2. **Dental and Vision Insurance:** The District shall make dental and vision insurance coverage available to Bargaining Unit members and their eligible dependents. Employees who elect such coverage shall be responsible for paying the full cost of the applicable premiums for themselves and any enrolled dependents through payroll deduction.

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

4. **Life and AD&D 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.

5. **Other Voluntary Insurance:** The District shall make voluntary insurance plans, including Accident, Cancer, Critical Illness, Hospital Confinement, Individual Term Life, Whole Life, and other voluntary insurance programs offered by the District, available to Bargaining Unit members and their eligible dependents. Employees who elect such coverage shall be responsible for the full cost of all applicable premiums through payroll deduction.

Article 25~~6~~ : Holidays

1. **Recognized Paid Holidays.** Employees shall be entitled to the following paid holidays:

a. January 1 (New Year's Day)
b. Third Monday in January (Martin Luther King Jr. Day)
c. Third Monday in February (Presidents' Day)
d. Last Monday in May (Memorial Day)
e. July 4 (Independence Day)
f. First Monday in September (Labor Day)
g. November 11 (Veteran's Day)
h. Thanksgiving Day
i. Friday after Thanksgiving Day (Floating Holiday)
j. December 24 (Day Before Christmas)~~(Christmas Eve)~~
k. December 25 (Christmas Day)
l. December 31 (New Year's Eve)
m. Employee Birthday (Floating Holiday)
~~December 31 (New Year's Eve)~~

2. **Compensation for Holiday Work.** Unless required as part of the District required rotation schedule set forth under Article 1~~2~~3, an employee required to work the holiday shall be paid one and one-half (1/2) times his/her rate of pay.

3. **Holiday Observance.** 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.

4. **Floating Holiday Credit.** For the alternative (4/10) work week schedule, the Friday after T~~t~~hanksgiving Day~~f~~ shall be credited to the employee as a paid floating holiday to be used at a later date ~~in the fiscal year~~.

5. **Holiday Pay Eligibility and Conditions.** Unless excused due to pre-approved vacation, jury or witness duty, hospitalization, scheduled preventive care, 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~~Holiday Pay. Human Resources or designee 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 26~~7~~
~~:~~Vacations

1. Vacation Leave Eligibility and Accrual. New full-time, regular employees will become eligible to use accrued vacation after the first 90 calendar days of employment. Vacation shall be earned from date of hire and earned based on the hours worked in each pay period.

2. Vacation Accrual Schedule. Employees shall accrue vacation according to~~in~~ the following ~~manner~~schedule:

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Years of Service	*Vacation Hours 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 Accrual and Scheduling Procedures. ~~Vacation shall be earned from date of hire.~~

3. 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.

4. Vacation Carryover and Accrual Limits. 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.~~Employees represented by the bargaining unit who have completed fifteen (15) or more years of continuous service with the District shall be permitted to accrue and maintain a vacation leave balance of up to two hundred (200) hours. All other bargaining unit employees shall remain subject to the applicable vacation accrual limitations established by 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.~~

5. Vacation Buy-Back Eligibility and Procedures. Employees may "buy back" accrued and unused vacation hours twice (2x) within the fiscal year. The request is submitted to Payroll and will be reviewed by Human Resources. An employee may request to buy back vacation hours as desired during the year but must request a minimum of 10 hours per buy-back. To purchase vacation hours, an employee must have a minimum remaining balance of 40 hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the pay rate in effect for that employee at the time the hours are paid.

a. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.
b. All vacation buy-back requests will be processed in the payroll cycle following the date the request was approved.

Article 278
: Retirement Plans

1. CalPERS Defined Benefit Plan

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

a. **Benefit DescriptionClassic Members (: Government Code § Section 21354.5)**
Employees hired prior to January 1, 2013 shall participate in the CalPERS 2.7% at age 55 retirement benefit formula, with all eligible prior service credit recognized 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. .

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b. ➢ *Final CompensationBenefit Description – Classic Members (Government Code § : Section 20042)*
Retirement benefits for Classic Members shall be calculated based on the highest average annual compensation earnable over a consecutive 12-month period One-Year Final Compensation

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b. **PEPRA Members (Government Code § 7522.02)**
Employees hired on or after January 1, 2013, who are new to CalPERS, shall participate in the Public Employees' Pension Reform Act (PEPRA) retirement benefit formula of 2% at age 62.

➢ *Final Compensation – PEPRA Members (Government Code § 7522.34(a))*
Retirement benefits for PEPRA Members shall be calculated based on the highest average pensionable compensation earned over a consecutive 36-month period.

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c. **Post-Retirement Survivor Allowance (Government Code §§ 21624, 21626, and 21628)**
Eligible survivors of retired members shall receive a post-retirement survivor allowance in accordance with applicable provisions of the California Government Code and the District's CalPERS contract.

Benefit Description: Section 21624, 21626, & 21628
Post Retirement Survivor Allowance

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d. **Employee Retirement Contribution Requirements.** 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.

2. CalPERS 457b Pre-Tax and Roth Plans

a. CalPERS 457(b) Pre-Tax Plan

The District shall make available participation in the CalPERS 457(b) Pre-Tax Deferred Compensation Plan. Employees who elect to participate may authorize voluntary pre-tax payroll deductions in accordance with applicable federal and state laws and the terms of the plan. The District does not provide matching contributions. Employees shall be solely responsible for their elected contributions and any applicable fees or costs.

b. CalPERS 457(b) Roth Plan

The District shall make available participation in the CalPERS 457(b) Roth Deferred Compensation Plan. Employees who elect to participate may authorize voluntary after-tax payroll deductions in accordance with applicable federal and state laws and the terms of the plan. The District does not provide matching contributions. Employees shall be solely responsible for their elected contributions and any applicable fees or costs.

Retirement benefits, including eligibility and vesting, shall be administered in accordance with the California Public Employees' Retirement Law (PERL), applicable CalPERS regulations, and other governing law.

Article 2~~8~~9
~~:~~ Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time, regular 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~~23) office appropriate shirts and/or sweater.

The district will reimburse full-time operational personnel, upon date of hire as full-time, regular status and annually thereafter, up to a maximum amount of $3200 for the purchase of steel-toe shoes or boots. The allowance may be renewed within the year, as needed, subject to review and approval by Operations Management based on the condition of the safety footwear and operational safety requirements at the sole discretion of the District.

Field operational personnel may purchase a second pair of shoes if field personnel can do so within the ~~allotment of~~annual $3~~4~~200 safety footwear allowance; Any costs exceeding the annual available allowance shall be the employee's responsibility ~~the employee shall contribute the additional funds required if the cost exceeds the $3200 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. Any unused portion of the annual $3400 safety footwear allowance shall carry over into the following year.

Employees who have provided notice of intent to voluntarily resign or retire are not eligible for the $3200 safety footwear allowance.

Article 390
: Wellness

~~The District shall provide, as an employee benefit, an Employee Assistance Program (EAP).~~ The District shall provide an Employee Assistance Program (EAP) as an employee benefit to support employees' mental, emotional, and overall well-being. The EAP shall provide confidential access to counseling, referral services, and other available resources to assist employees with personal, family, and work-related concerns.

Article 301
: 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 312
: 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 shall 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 or his/her designee has the discretion to approve bereavement leave for relationships not disclosed in this Article, or to extend excused time off, with or without pay.~~

Employees shall be entitled to forty (40) hours of paid bereavement leave upon the death of a spouse, child, domestic partner, or designated person, and twenty (20) hours upon the death of a parent, parent-in-law, sibling, grandchild, or grandparent. Pursuant to California Government Code Section 12945.7, eligible employees shall be entitled to a minimum of five (5) days of bereavement leave for each qualifying death. Any portion of the statutory entitlement not covered by paid bereavement leave may be taken as unpaid leave or supplemented with available accrued sick leave, vacation, or compensatory time off, in

accordance with applicable law.

Effective January 1, 2027, a designated person shall mean an individual related by blood or whose association with the employee is equivalent to a family relationship. Employees may identify a designated person when requesting leave, limited to one (1) designated person within a twelve (12) month period.

Bereavement leave must be completed within three (3) months of the date of death and need not be taken consecutively. Employees shall notify Human Resources and provide documentation of the death within thirty (30) days of the first day of leave, if requested. All documentation shall remain confidential. Bereavement leave does not accrue, is not considered an earned benefit, and shall not run concurrently with FMLA or CFRA leave, except as permitted by law.

Article 323
~~:~~Cost of Living Adjustments

~~Salaries to be adjusted on~~For the period of January 1, 2027, through December 31, 2031, salaries shall be adjusted annually, effective January 1 of each year, based on the percentage change in the September-to-September Consumer Price Index for All Urban Consumers (CPI-U), Riverside–San Bernardino–Ontario, California, as published by the U.S. Bureau of Labor Statistics (BLS).

The annual adjustment shall reflect the actual percentage change in the applicable CPI, without a minimum (floor) or maximum (cap), unless otherwise mutually agreed upon by the District and the Employee Association~~ 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 334
~~:~~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 3~~4~~5
~~-~~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. The Association representative must attend at least 75% or more of said meeting to be eligible for compensation.~~

One (1) duly elected representative of the Employee Association shall be eligible to receive a stipend of twenty-five dollars ($25.00) for each thirty (30) minutes of attendance, or any portion thereof, at Personnel Committee, Regular Board, and Special Board meetings, provided such attendance is required for Association business and occurs outside the employee's regularly scheduled work hours. No stipend shall be paid for attendance of less than fifteen (15) minutes outside regularly scheduled work hours. The stipend shall not exceed seventy-five dollars ($75.00) per meeting.

If a meeting begins during the representative's regularly scheduled work hours and continues beyond the end of their shift, the stipend shall be calculated solely on the portion of attendance occurring outside those hours, with any partial thirty (30) minute increment qualifying for the full stipend. No stipend shall be paid for attendance during regularly scheduled work hours.

The eligible representative shall be designated by the Employee Association prior to the meeting. Attendance in their capacity as an Association representative shall not qualify for overtime compensation unless otherwise required by law.

Association representatives shall not be required by District management to attend Board meetings outside their regularly scheduled work hours unless attendance is required as part of their regular job duties, such as presenting District business to the Board.

Stipend Calculation:

Eligible attendance outside work hours	Stipend
15 to 30 minutes	$25
31 to 60 minutes	$50
60 to 90 minutes	$75

More than 90 minutes	$75 (capped)

Article 356 -Total Agreement

This Memorandum of Understanding (MOU) 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 367 -Reopener

The District may reopen the MOU at any time after January 1, 20272, for the purpose of negotiating health insurance benefits, and any related provisions as deemed necessary by the District. The District may exercise its right to reopen by delivering a written request to the ~~Association.~~ Association Rrepresentatives. Meeting and conferring will commence no later than 30 calendar days following the date of saidthe request ~~to reopen~~.

Article 378 -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, verbal, written, or otherwise 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.~~

Any amendment, modification, or waiver of the provisions of this Memorandum of Understanding (MOU) shall be valid only when mutually agreed upon through a meet and confer within 30 days, and in writing, by the District and the Employee Association and approved by the District's Board of Directors.

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

Article 38~~9~~
~~:~~ Term Agreement

This agreement shall remain in full force and effect from January 1, 2027,2 through ~~until~~ December 31, 203126~~.~~

Notwithstanding the expiration of the 2022–2026 Memorandum of Understanding, the salary survey scheduled for FY 2027 pursuant to the provisions of the 2022–2026 MOU shall proceed as agreed upon by both parties.

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

Article 39~~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.

Attachment 3

MEMORANDUM OF UNDERSTANDING

BETWEEN

BEAUMONT-CHERRY VALLEY WATER DISTRICT

AND

BEAUMONT-CHERRY VALLEY WATER DISTRICT EMPLOYEE ASSOCIATION

January 1, 2027 – December 31, 2031

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Introduction

This Memorandum of Understanding, hereinafter referred to as “MOU”, or Agreement entered effective the 1st day of January 2027, is by and between the Beaumont-Cherry Valley Water District, hereinafter referred to as BCVWD or 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 1st day of January, 2027, and shall remain in full force and effective the 31st day of December 2031. If the effective period closes with no new MOU in place, the provisions defined in this document shall remain in full force and effect until a new successor MOU has been agreed by both parties and is adopted by the Board of Directors.

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 members.

Article 1
Compensation

It is agreed that the adopted annual “BCVWD Salary Schedule” published every January 1st, 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”) per FLSA rules. 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. The BCVWD Salary Schedule will be published as part of the Operating Budget prepared by District staff and will be made available to both employees 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 the list of classifications represented by the Association bargaining unit.

Accounting Technician
Administrative Assistant
Administrative Clerk
Cross-Connection Control Technician
Cross-Connection, Non-Potable Water Supervisor
Customer Service Representative I
Customer Service Representative II
Development Services Technician

Maintenance Worker I
Maintenance Worker II
Senior Customer Service Representative
Senior Field Services and Meter Program Specialist
Senior Water Utility Worker
Underground Water Utility Locator
Water Production Operator I
Water Production Operator II
Water Production Supervisor
Water Utility Supervisor
Water Utility Worker I
Water Utility Worker II

For new classifications added during the term of this agreement, the District and the Association shall meet and confer 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, California state laws, rules and 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 within the state of California, such part or provision shall be suspended and superseded by such applicable law's or regulations, and the remainder of this MOU shall remain in full force and effect.

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 District, and the General Manager or his/her designee has the primary responsibility and authority to manage and direct all District operations and activities to the full extent permitted by applicable statutes of federal and California state law.

The Association recognizes that the District and its representatives (Board of Directors and District Management) have the right, responsibility, and authority to manage and direct, all operations and activities of the District to the fullest extent authorized by federal and California state law. All Association bargaining unit employees shall meet and confer with the BCVWD duly authorized managerial employees. In the event the Association bargaining unit employees meet and confer with parties not duly recognized by BCVWD as authorized managerial employee's for the purpose's of this MOU, such determinations shall be invalid, void or unenforceable.

The District shall retain, whether exercised or not, solely, and exclusively, all express and inherent rights and authority to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered, in accordance with the terms and conditions contained in this agreement and to the full extent authorized by law.

The Association recognizes the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

1. Hire new employees, determine the staffing patterns and the number of personnel required for any Department or Division.
2. Direct and scheduled work and/or overtime work as required in the manner most advantageous to the District.
3. Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.
4. Introduce new jobs and new and improved methods of operation, modify, or abolish existing jobs, processes, and operations.
5. Discipline or discharge employees for just cause.
6. Lay off personnel at any time.
7. Determine assignments and establish methods and processes by which assignments are performed.
8. Transfer employees within departments, divisions, and sections and to a position outside of a department, division, or section in a manner most advantageous to the District.
9. Effect reorganizations and reallocation of work of the District.
10. Exclusive authority to contract or subcontract work; the District shall provide the Association with at least 45 days' written notice before contracting, soliciting, renewing or extending contracts for services typically performed by represented classifications, except in emergencies requiring shorter notice.
11. Determine and adopt safety, health, and property protection measures for the District.
12. Establish, continue, discontinue, amend, and enforce District policies, practices, or procedures.
13. The District retains full discretion to modify these Policies at any time in accordance with law.

The District shall also reserve all other rights and responsibilities normally inherent in management of a public agency.

It is further agreed that nothing in this agreement shall in any way diminish the rights of employees, the District, or the Association as established by the Meyers-Brown Act of the State of California and all amendments thereto.

The District retains the right to amend, modify, or rescind policies and practices set forth in this MOU in cases of emergency, or by immediate direction of the Board of Directors. 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 Deduction (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

The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, childbirth, gender, gender identity, gender expression, age, sexual orientation, or any other basis protected by applicable law nor will there be any discrimination with respect to hiring, retention or any condition of employment because of membership or activities on behalf of the Employee Association.

Except as otherwise provided in this MOU, the employees covered by this MOU shall have rights which may be exercised in accordance with California state and federal law, and applicable ordinances, resolutions, rules and regulations as defined by BCVWD. However, employees covered by this MOU shall not have the right to file a grievance for violation of any such law, ordinance, resolution or rule, except as specifically set forth herein at Article 18. In addition, 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 t 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
Meeting Agendas

Agendas for meetings of the BCVWD Board of Directors will be available to Association Representatives as posted on the District website.

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. Standard Work Schedule (4/10)

The District's standard work schedule consists of four (4) workdays per week, with ten (10) hours of work per day, excluding an unpaid thirty (30) minute meal period, followed by three (3) consecutive days off. The regular work schedules for employees shall be established as follows:

a. ***Department of Operations***: All divisions within the Department of Operations shall observe a regular work schedule Mondays to Thursdays, from 6:30 a.m. to 5:00 p.m.
b. **Departments of Finance and Administration and Engineering**: All divisions within these departments shall observe a regular work schedule Mondays to Thursdays, from 7:00 a.m. to 5:30 p.m.

The standard 4/10 work schedule shall apply to all Association employees unless otherwise assigned to a modified work schedule established by the District as stated in Subsection 3.B of this Article.

2. Modification of Work Schedules

The District may reinstate a traditional work schedule consisting of five (5) workdays per week, with eight (8) hours of work per day, upon providing fourteen (14) calendar days' advance notice to affected employees, subject to applicable law and the provisions of this Memorandum of Understanding.

3. On-call Work Schedules

To ensure continuous monitoring of District facilities and timely response to operational emergencies, system failures, and customer service calls, designated employees in the Transmission and Distribution Division and Production Division shall participate in on-call rotations as follows:

A. Transmission and Distribution Division

Employees assigned to on-call duty shall maintain their standard 4/10 work schedule. The on-call period shall begin at 6:30 a.m. on Thursday and shall end at 6:30 a.m. the following Thursday.

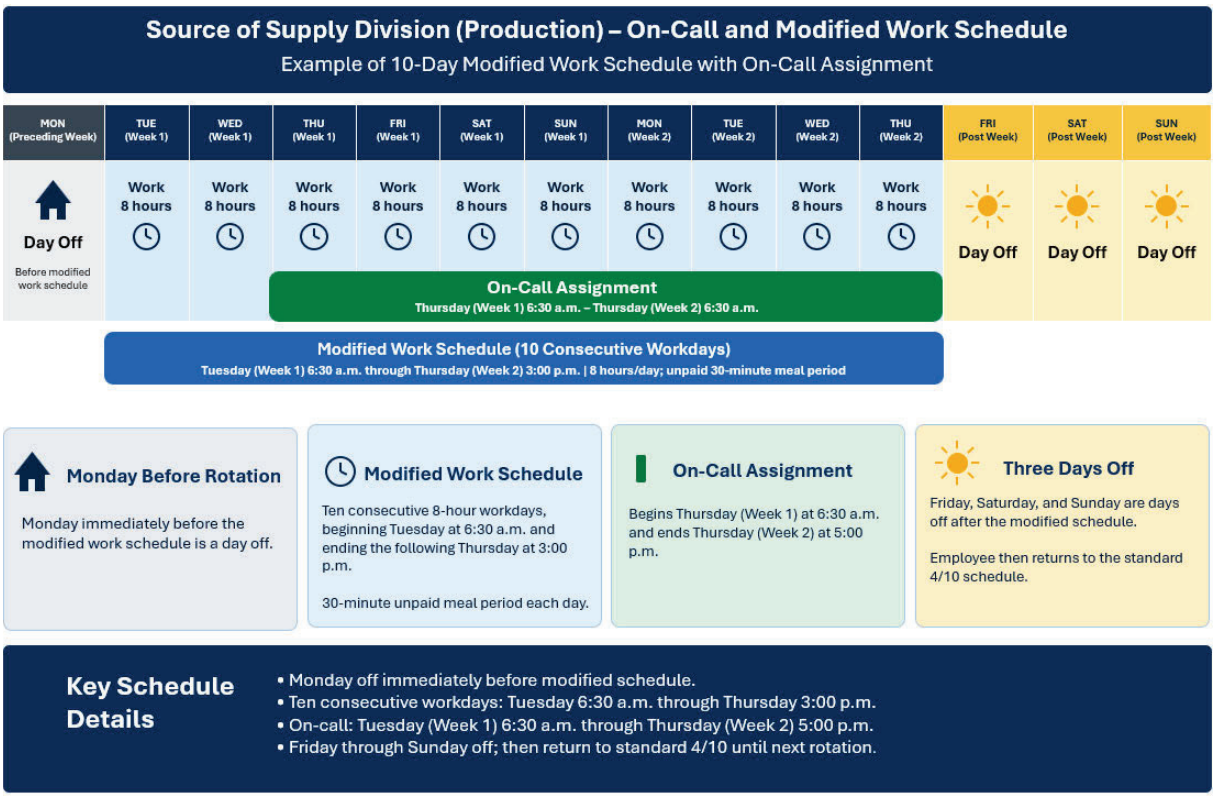
B. Source of Supply Division (Production)

Employees assigned to on-call duty shall have Monday off immediately preceding their modified work schedule, which consists of ten (10) consecutive workdays, with eight (8) hours of work per day, excluding an unpaid thirty (30) minute meal period.

The modified work schedule shall begin on Tuesday at 6:30 a.m. and end on Thursday of the following week at 3:00 p.m. During this period, the on-call assignment shall begin at 6:30 a.m. on Thursday and shall end at 6:30 a.m. the following Thursday.

Upon completion of the modified work schedule, employees shall receive three (3) consecutive days off (Friday through Sunday) before returning to the standard 4/10 work schedule until their next scheduled on-call rotation.

Illustration: Production On-call Schedule on a Modified Work Schedule



4. Paid Time-Off

Employees shall be charged accrued leave based on their regularly scheduled work hours:

a. Standard 4/10 work schedule: Ten (10) hours for each full scheduled workday.
b. Modified 8-hour work schedule: Eight (8) hours for each full scheduled workday.
c. Partial-day absences shall be charged based on the actual scheduled hours missed.

5. Overtime and On-Call Compensation

Overtime compensation, including overtime resulting from modified work schedules and emergency call-outs, shall be governed exclusively by Article 11 of this Memorandum of Understanding.

Standby and on-call compensation shall be administered in accordance with Article 12 of this Memorandum of Understanding.

Article 11
Overtime and Rest Period

1. General Overtime Provisions

Non-exempt employees shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA) and the provisions of this Article.

a. Employees shall be compensated at one and one-half (1.5) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in the District's established workweek.
b. Hours actually worked in excess of ten (10) hours in a work-day shall be compensated at one and one-half (1.5) times the employee's regular hourly rate.
c. Hours actually worked in excess of twelve (12) consecutive hours in a work-day shall be compensated at two (2) times the employee's regular hourly rate (double-time rate).
d. Holidays, vacation leave, sick leave, and other paid leave shall not count as hours actually worked for purposes of calculating overtime.
e. All overtime must be approved in advance by the employee's supervisor, except in emergencies where prior approval is impracticable. All hours actually worked must be accurately recorded and compensated, regardless of prior authorization.
f. Employees shall neither overreport nor underreport hours worked. Employees directed to work without accurately reporting their hours shall promptly notify the General Manager and/or Human Resources and Risk Management Department.
g. Overtime shall be paid on the regular payday immediately following the pay period in which the overtime was earned.

2. Overtime Under Standard and Modified Work Schedules

The overtime provisions of this Article shall apply to employees assigned to the standard 4/10 work schedule and modified work schedules established under Article 10 (Source of Supply Division).

All hours actually worked, including hours worked beyond the employee's regularly scheduled workday and emergency call-outs, shall be included in determining overtime eligibility.

Overtime shall be calculated based on the District's established workweek, regardless of the employee's assigned work schedule or on-call rotation.

3. Holiday Work

a. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall receive one and one-half (1.5) times their regular hourly rate for all hours worked.
b. Employees required to work on a District-recognized holiday that falls outside their regularly scheduled workdays shall be compensated at their regular hourly rate for all hours worked, with applicable overtime compensation for hours of actual work in excess of forty (40) hours during the established workweek, in accordance with Article 11.
c. Employees scheduled to work on a District-recognized holiday shall receive their applicable holiday pay and regular hourly rate for all hours worked, subject to additional overtime compensation when applicable under this Article.
d. An employee required to work on a District-observed holiday, whether scheduled or unscheduled, may elect to bank their applicable holiday hours as a Floating Holiday to be used at a later date subject to provisions stated in Subsections A and B of this article, with approval from their direct supervisor.
e. Hours worked in excess of ten (10) consecutive hours shall be compensated at one and one-half (1.5) times the employee's regular hourly rate, and twelve (12) consecutive hours shall be compensated at two (2) times the employee's regular hourly rate. Applicable premium rates shall not be compounded for the same hours worked, subject to applicable law.

4. Consecutive Work Hours

a. Overtime work extending beyond midnight or into the following calendar day shall be considered consecutive hours worked for purposes of determining the applicable overtime rate.
b. Employees who work more than twelve (12) consecutive hours shall continue to receive the applicable double-time rate until they are provided at least eight (8) consecutive hours of rest.
c. Employees required to return to work by their immediate supervisor before completing eight (8) consecutive hours of rest shall continue to receive double-time compensation at the applicable rate until the required rest period is provided.
d. Rest period requirements and associated benefits shall be administered in accordance with Section 6 (Rest Period Pay) of this Article.

5. On-Call and Emergency Call-Outs

Employees assigned to on-call duty under Article 10 shall receive standby compensation in accordance with Article 12.

All hours actually worked during emergency call-outs or other District-directed assignments shall be recorded and compensated in accordance with this Article.

On-call status alone shall not constitute hours worked for overtime purposes unless otherwise required by applicable law.

6. Rest Period Pay

The District recognizes the importance of providing employees with adequate rest between work shifts while maintaining their regular work hours. When an employee's required eight (8) consecutive hours of rest following an emergency call-out overlap with their regularly scheduled work hours, the following provisions shall apply:

a. ***Eligibility and Compensation***
Following an emergency call-out lasting at least four (4) hours after the employee's regularly scheduled shift, the employee shall receive Rest Period Pay at their regular hourly rate for the portion of the required rest period that overlaps with their scheduled work hours, up to a maximum of eight (8) hours.

Illustrative Example – Rest Period Pay
An employee completes their regular shift at 5:00 p.m. and responds to an emergency call-out from 9:00 p.m. to 3:30 a.m. (6.5 hours). The required eight-hour rest period ends at 11:30 a.m. Since the employee's next scheduled shift begins at 6:30 a.m., the employee shall receive five (5) hours of Rest Period Pay at their regular hourly rate for the overlapping period from 6:30 a.m. to 11:30 a.m.

b. ***Required Rest Period***
Employees must complete eight (8) consecutive hours of rest to qualify for Rest Period Pay. An employee shall not return to work before completing the required eight (8) consecutive hours of rest unless expressly requested and authorized by his/her supervisor.

c. ***Return to Work and Remaining Scheduled Hours***
If two (2) hours or less remain in the employee's regularly scheduled shift upon completion of the required rest period, the employee shall not be required to return to work that day.

Employees shall not be required to use accrued leave to cover any scheduled hours not compensated through Rest Period Pay but may elect to do so. Any remaining hours not covered by accrued leave shall be unpaid without adversely affecting the employee's full-time status or benefits.

d. ***Eligibility Restrictions***
Employees who incur an unexcused absence or tardiness during the applicable workweek shall not be eligible for Rest Period Pay. However, employees who utilize approved vacation leave or sick leave supported by a physician’s note may remain eligible for Rest Period Pay, subject to the requirements of Subsection F of this Article. Employees assigned to on-call or standby duty shall not be eligible for Rest Period Pay.

e. ***Alternative Work Hours***
Where operationally feasible, employees may be permitted to work alternate hours within the same workweek to maintain their regular work hours, provided there is an operational need, available work, and approval from their supervisor and the General Manager or designee.

f. ***Approval***
Rest Period Pay shall be subject to review and approval by the General Manager or designee in accordance with established District procedures.

g. ***Exception to Required Rest Period***
An eight (8) hour rest period shall not be required when an employee assigned to standby duty completes a call-out in less than one (1) hour of actual time away from the employee's residence.

Article 12
Standby and On-Call Duties

1. Standby Assignments and Rotations

The District may assign qualified employees to standby duty to ensure adequate coverage for operational emergencies and after-hours service needs. Standby schedules shall be established in accordance with Article 10.

A. ***Source of Supply (Production) Division***
Standby duty shall be assigned to qualified and available Water Production Operators, as determined by the employee's supervisor and/or Director of Operations.

Employees assigned to standby duty in this division shall serve as Primary Standby Employees.

The District shall maintain a planned minimum rotation of four (4) Production Operators, with the intent of providing at least three (3) weeks between standby assignments.

B. ***Transmission and Distribution Division***
Standby duty shall consist of one (1) primary Water Utility Worker and one (1) standby helper, as assigned by the employee's supervisor and/or Director of Operations.

The following classifications shall apply:

a. *Primary Standby Employee*: Senior Water Utility Worker or Water Utility Worker II
b. *Standby Helper*: Any classifications within the Department of Operations

The District shall maintain the following planned minimum rotations:

a. Primary Water Utility Workers: Six (6) employees in rotation, with the intent of providing at least five (5) weeks between standby assignments.
b. Standby Helpers: Seven (7) employees in rotation, with the intent of providing at least eight (8) weeks between standby assignments.

C. ***Scheduling Authority***

The District reserves the right to modify standby rotations and assign other qualified employees when necessary to maintain operational coverage. The rotation periods described above are intended scheduling guidelines and are not guaranteed.

2. Standby Compensation

Employees assigned to standby duty shall receive the following compensation:

a. **Primary Standby Employee:** Sixty dollars ($60) per standby day.
b. **Standby Helper:** Fifty dollars ($50) per standby day.

A standby day shall mean a twenty-four (24) hour period during which an employee is assigned to remain available to respond to emergencies outside regularly scheduled work hours.

Standby compensation shall be paid separately from compensation for actual hours worked, which shall be governed by Article 11.

3. Standby Employee Responsibilities

Employees assigned to standby duty shall:

a. Remain available and prepared to respond to emergency calls throughout their assigned standby period.
b. Maintain reliable communication through a District-issued or other approved communication device.
c. Refrain from activities that may impair their ability to safely and effectively perform assigned duties.
d. Acknowledge or respond to emergency calls within five (5) minutes of receiving notification.
e. Report to the emergency location within twenty (20) minutes of receiving notification, unless otherwise authorized by the supervisor or Director of Operations.

Failure to meet the established response requirements without reasonable justification may result in forfeiture of standby compensation for the applicable standby day and/or disciplinary action, subject to applicable law and District policies.

4. District Vehicle Use

Employees assigned to primary standby duty may be provided a District vehicle for travel between their residence, regular workplace, and emergency response locations. Standby helpers may also be assigned a District vehicle when authorized by the supervisor or Director of Operations.

District vehicles shall be used exclusively for authorized District business, including approved commuting associated with standby assignments. Personal use is prohibited and may result in disciplinary action.

The District shall cover authorized fuel and operating expenses associated with standby vehicle use.

Any taxable commuting benefit shall be valued and reported in accordance with applicable Internal Revenue Service (IRS) regulations. Employees shall be responsible for applicable taxes associated with such benefits.

Article 13
Call Out Time

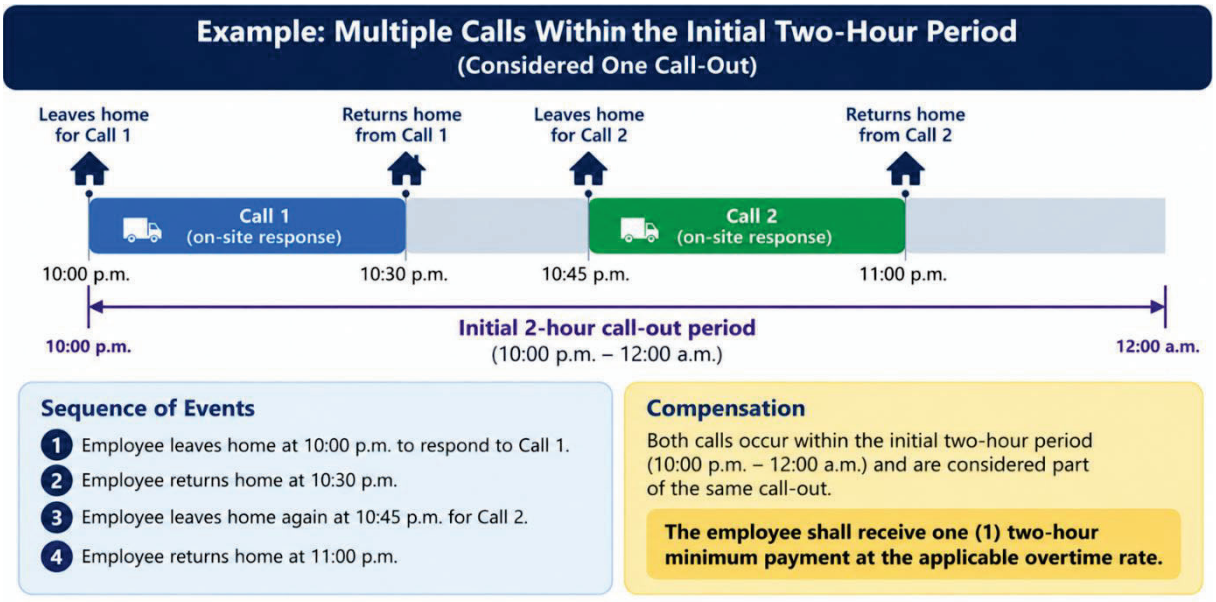
1. Call-Out Compensation

Employees required to respond to a call-out outside their regularly scheduled work hours shall receive a minimum of two (2) hours of compensation at the applicable overtime rate (1.5 times regular pay) established under Article 11, regardless of standby status.

Any additional calls received or performed within the initial two (2) hour period shall be considered part of the same call-out and shall not qualify for additional minimum compensation, regardless of whether the employee has returned to his/her residence or is required to depart again.

A new call-out occurring after the initial two (2) hour period has expired shall qualify for a separate two (2) hour minimum payment, provided the employee has completed the previous assignment and has been released from duty.

Illustrative Example – Separate Call-Outs
An employee responds to a call at 10:00 p.m. and returns home at 10:30 p.m. At 10:45 p.m., the employee receives another call requiring him/her to leave again. Since both calls occur within the initial two-hour period (10:00 p.m. to 12:00 a.m.), the employee shall receive only one (1) two-hour minimum payment at the applicable overtime rate.



2. Definition of Call-Out

A call-out occurs when an employee is required to physically leave his/her residence to respond to a District-related matter outside his/her regularly scheduled work hours. Work performed as a continuation of the employee's regularly scheduled shift shall not constitute a separate call-out.

3. Call-Out Work Activities

District-related matters resolved by telephone or other electronic communication without requiring the employee to leave their residence shall not qualify for the two (2) hour minimum call-out compensation under Subsection 1. However, employees shall be compensated for the actual time spent resolving such matters, calculated in fifteen (15) minute increments, at the applicable overtime rate established under Article 11.

Any actual work performed remotely shall be recorded and compensated in accordance with this article and applicable law.

Article 14
Equitable Distribution of Call Out Overtime

The District shall make reasonable efforts to distribute call-out and additional overtime opportunities equitably among qualified employees covered by this MOU. When overtime is needed, qualified employees may volunteer for available assignments. Selection shall consider operational needs, employee qualifications, availability, and safety, including adequate rest between shifts. When multiple volunteers are equally qualified and available, selection shall be made through a random process.

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 at the District Adminstration, Engineering and Operations Offices, 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. All required job posting shall be posted in a common area generally occupied by employees.

Positions will be filled based on merit, demonstrated ability to perform the duties of the vacant position, and, where applicable, possession of required or desirable certifications, education or qualifications. When the District determines that all other relevant factors are equal, seniority may be considered.

When an employee is promoted or otherwise changes job classification, compensation at the new classification shall be set at a minimum of five percent (5%) above the employee’s previous rate of pay, provided such placement is within the established salary range for the

new classification, and employee meets all requirements of such classification The District reserves the right to recruit and hire qualified candidates from outside the existing workforce subject to existing policy.

Article 16
Employee Status and Probationary Period

1. Regular, Full-Time Employee. A “Regular”, Full-Time employee is one who has been hired to fill a regular position in any job classification and has completed his or her probationary period except as otherwise required by law. Full-Time Employment is defined as a 40-hour average workweek. A regular, full-time employee is eligible for benefits in accordance with his or her classification and employee group.

2. Part-Time Employee. A “Part-time” employee is one who is hired to work within any job classification, but whose position is not regular in nature. The part-time employee works whenever the District’s workload increases to a level that a regular employee cannot accommodate or when other factors make part-time employment advantageous. On average, a part-time employee may not work more than 20 hours per week. He or she may also work standby if required by his or her job classification. A part-time employee is not eligible for fringe benefits such as holiday pay, vacation pay, jury or witness duty pay, bereavement leave, or other similar forms of paid leave, nor is he or she eligible for seniority accrual or leave of absence rights, except as required by law. However, under the Public Employees’ Medical and Hospital Care Act (PEMHCA), a part-time employee who works at least 20 hours per week for a period exceeding six (6) months is eligible for District-sponsored health insurance coverage.

3. Probationary Period for Newly Hired and Rehired Employees. All newly hired full-time and part-time employees covered under the MOU shall serve a probationary period. The probationary 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 “at-will” relationship at any time during or after the probationary period, with or without cause or advance notice.

All new and rehired employees shall work on an probationary basis for the first six (6) months from the date of hire. Any significant absence will automatically extend the probationary period by the length of the absence. If the District determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended up to a maximum of twelve (12) months. In the event an employee is unable to satisfactorily complete his/her probationary period regardless of the extension, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District.

Upon satisfactory completion of the probationary period, full-time and part-time probationary employees enter the "regular" employment classification. Successful completion of the probationary period does not guarantee employment for any specific duration or change the at-will status of regular employment. Successful completion of the probationary period does not guarantee an employee eligible for a merit or any other increase in regular pay.

4. Probationary Period for Promoted or Transferred Employees. An employee who is promoted to a higher classification or transferred to a new classification shall serve a six (6) month probationary period. The probationary period will commence from the date of promotion, rather than date of hire. If the District determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended up to a maximum of twelve (12) months. In the event an employee is unable to satisfactorily complete his/her probationary period in the reclassified role regardless of the extension, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District..

5. Probationary Period for Employees on a Reclassified Position. Current employees whose position is reclassified will serve a probationary period for the first six (6) months from the effective date of position reclassification. In the event an employee is not able to satisfactorily complete his/her probationary period in the reclassified role, the employee may be placed on a Performance Improvement Plan (PIP) for no more than six (6) months, subjected to progressive corrective action, up to and including termination of employment if necessary at the sole discretion of the District..

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. Employee must meet the basic qualifications in order to be compensated. 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

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

a. Part-time employees in the bargaining unit shall be laid off first.
b. Employees under a Performance Improvement Plan (PIP) shall be laid off next.
c. Should a further reduction be necessary, full-time probationary employees in the bargaining unit, whether a new hire, rehired or reclassified shall be laid off next.
d. Regular, full-time employees shall be the last to be laid off, with layoffs among full-time employees occurring in reverse order of seniority.

2. Layoff Notification and Applicable District Policy. 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. Any matters not specifically addressed in this Article shall be governed by *District Policy 3065 – Reduction in Force*, as amended from time to time.

Nothing in this Article is intended to supersede or limit the District's obligations under the federal Worker Adjustment and Retraining Notification (WARN) Act or the California WARN Act. Where applicable, the District shall comply with all statutory notice requirements

3. Re-Employment Eligibility and Recall Procedures. Employees who are laid off shall be placed on a re-employment list in reverse order of layoff for a period of six (6) months from the effective date of layoff. Employees on the re-employment list shall be recalled in reverse order of layoff, provided they are qualified to perform the duties of the position at the sole discretion of the District.

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.

1. Grievance Procedure. 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:

a. ***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.

b. ***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,and Risk Management Department within five (5) business days of receipt of the immediate supervisor's answer. Upon receipt of a written MOU grievance, Human Resources shall discuss the complaint with the Department Head for possible resolution. After discussion, Human Resources and the Department Head 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.

c. ***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 or his/her designee, within five (5) business days of receipt of the response from Human

Resources. Upon receipt of a written MOU grievance, the General Manager or his/her designee shall meet with the employee, his/her representative, and with management within ten (10) business days. The General Manager or his/her designee shall render a written decision no later than three (3) business days after the Step 3 meeting.

d. ***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.

2. Grievance Involving the General Manager. In the event that the General Manager is directly involved, formal grievance shall be submitted in writing to Human Resources or designee within five (5) business days and shall be presented to the Personnel Committee. The Personnel Committee shall meet with the General Manager, the grievant and his/her representative within ten (10) business days to discuss the grievance. The Personnel Committee shall render a written decision within seven (7) business days, which decision shall be final.

3. Grievance Time Limits and Procedural Exceptions. 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.

By agreement in writing, the parties may extend any and all-time limitations specified above.

If an employee with a pending grievance separates from employment with the District for any reason, the grievance shall be automatically dismissed.

The General Manager may temporarily suspend grievance processing on a Districtwide basis in an emergency situation, or as directed by the Board of Director's. Employees covered by this policy may appeal this decision to the Board of Directors.

Article 20
Disciplinary Actions or Termination

1. Types of Disciplinary Action. The General Manager, or his/her designee has the authority to discipline or terminate any employee. A recommendation for discipline by the immediate supervisor must first be consulted with the General Manager or his/her designee and Human Resources and Risk Management. The following is a nonexclusive list of the types of disciplinary action which may be imposed.

a. ***Oral or written warnings***. The recommended progressioin is from verbal warning, written warning and final written warning.

b. ***Probation***. The placing of an employee in a position wherein his/her past and current

performance is being reevaluated through a three- (3) to six (6)-month Performance Improvement Plan (PIP). 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.

2. Common Causes of Disciplinary Actions. 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:

a. Action contrary to the the District's established Policies and Procedures.
b. Inefficiency or incompetency such as failure to comply with the minimum standards of Employee's position for a significant period of time.
c. Neglect of duty, such as failure to timley perform the duties required of Employee's position.
d. Disobedience or insubordination.
e. Dishonesty involving employment.
f. Being under the influence, and/or in possession of alcohol or intoxicating drugs while on duty.
g. Use of alcoholic beverages, narcotics or any habit-forming drug that impacts Employee's ability to safely perform the duties of Employee's position. Employees shall not use, carry, or transport alcoholic beverages or non-prescription drugs during work shift or on District property. 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.
h. Conduct unbecoming a public employee or any behavior that undermines integrity, efficiency, courtesy or public trust in the District.
i. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to Employee's regular compensation, as a personal benefit to the Employee for actions performed in the normal course of Employee's assigned duties.
j. Conviction of a crime or conduct constituting a violation of state or federal law which interferes with Employee's ability to deliver public service.
k. Falsification of any District report or record or of any report or record required to be, or, filed by Employee.
l. Tardiness.
m. Absenteeism.
n. Failure to follow safe working practices or failure to report promptly any injury.

3. Progressive Discipline and Disciplinary Discretion. It is recommended that disciplinary action should be taken progressively. However, the District reserves the right to combine and/or omit steps or immediately issue an involuntary separation depending on the nature of the offense. The level of disciplinary action may also vary. Some factors that will be considered are whether the offense is repeated despite coaching, counseling or training, the employee's

behavior or work record, and the impact the conduct and performance issues have on the District and its reputation. The following are the recommended order of discipline:

a. First offenders depending on the severity and at the sole discretion of the District. will be counseled and given a warning. Both verbal and written warnings will be documented and documentation will be maintained in the employee's personnel file.
b. Should the misconduct continue depending on the severity, management has the option to issue a second, written warning, along with notification that further misconduct could be grounds for more severe disciplinary action at the sole discretion of the District.
c. 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 at the sole discretion of the District.

4. Investigation Process. The Human Resources Department will initiate and conduct a thorough and objection investigation within five (5) workdays after a report from the immediate supervisor of the infraction by an employee that may result in a disciplinary action. The General Manager or his/her designee may place the employee involved on a paid administrative leave of absence pending investigation. An investigation summary report shall be presented by Human Resources Department to the General Manager or his/her designee and the Department Head outlining the findings and the recommendation for a decision. The General Manager or his/her designee will render a decision within three (3) workdays. Human Resources Department will keep a copy of the investigation summary report and shall not be provided to the employee for confidentiality purposes and to the extent applicable by law.

5. Notice of Intent to Take Disciplinary Action or Termination. Once the General Manager or his/her designee has decided on disciplinary action or termination, a notice will be sent to the employee within 48 hours. The notice will specify the reasons for the intended disciplinary action and termination.

6. Appeal Process. The employee has the right to appeal any disciplinary action. The appeal must be submitted in writing to Human Resources Department within five (5) business days of receiving the notice of disciplinary action or termination. When an appeal is submitted in writing, the Human Resources Department will schedule and conduct an Administrative Hearing together with the General Manager or his/her designee, the employee involved in a disciplinary action or termination and/or the employee's representative to plead his/her case within five (5) business days. Appeals not submitted within five (5) business days from notice of disciplinary action or terminations will render the decision as final.

7. Notice of Final Decision. After the hearing, the General Manager or his/her designee in collaboration with the Department Head and Human Resources Department will review the result of the Administrative Hearing and make a final decision within three (3) business days. The final decision notice will be sent to the employee by Human Resources Department within two (2) business days after the date of the Administrative Hearing.

8. Recordkeeping. 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. Upon termination, the employee shall return all District property.

9. Right to Grieve Disciplinary Action. To promote fairness, accountability, and due process in the administration of discipline, any disciplinary action other than a verbal warning may be challenged through the grievance procedure established under this Agreement.

10. Right to Representation. An employee may be represented throughout the grievance process by an authorized representative of the Employee Association. No attorney or other legal counsel shall participate in the grievance process prior to arbitration unless otherwise required by law or mutually agreed upon by the District and the Employee Association.

Article 21
Step Increases

Employees below Step 5 in his/her classification may 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
Incentive Pay

1. Eligibility and Incentive Pay Rates. Full-Time continuous employees shall be eligible to receive incentive pay after three (3) years of service to the District. Employees who obtain an education certification that is one level or higher than the minimum requirements of their job classification requirements are eligible to receive a monthly incentive of fifty dollars ($50) per certification, up to a maximum of two hundred dollars ($200) per month.

2. Application and Approval Process. Incentive pay is not automatically applied. Employees must first submit an application to their supervisors to participate in the Incentive Pay program, including those in job classifications that may not have corresponding certification requirements. All applications are subject to approval by the General Manager or designee.

3. Qualifying Education and Certifications. To qualify for the incentive pay, education and/or certification must be relevant to the employee's job classification. For job classifications that do not have established certification requirements, employees may qualify for incentive pay for relevant education, certifications, or licenses that enhance their ability to perform assigned duties, as determined by the General Manager or designee. The following is a non-exclusive, illustrative list of certifications which may be eligible for incentive pay:

a. California Water Distribution Operator (level D-2 and above)
b. California Water Treatment Operator (level T-1 and above)
c. Backflow Prevention Assembly Tester (BPAT) Certification
d. Cross-Connection Control Specialist
e. California Class A or B Driver's License
f. Notary Public (State of California)
g. Other education, certification, or degree deemed applicable by the General Manager or designee, including those obtained by employees in the highest job classification.

Article 23
Sick Leave

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

1. ***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.

2. ***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: The beneficiary shall be the individual designated by the employee on his/her Life Insurance Beneficiary Form.

Article 24
Medical Insurance and Voluntary Benefits

1. Health Insurance: The District shall provide the Bargaining Unit members health insurance coverage through the California Public Employees Retirement System (CalPERS) for all members of the Bargaining Unit and their eligible dependents.

2. Dental and Vision Insurance: The District shall make dental and vision insurance coverage available to Bargaining Unit members and their eligible dependents. Employees who elect such coverage shall be responsible for paying the full cost of the applicable premiums for themselves and any enrolled dependents through payroll deduction.

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

4. Life and AD&D 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.

5. Other Voluntary Insurance: The District shall make voluntary insurance plans, including Accident, Cancer, Critical Illness, Hospital Confinement, Individual Term Life, Whole Life, and other voluntary insurance programs offered by the District, available to Bargaining Unit members and their eligible dependents. Employees who elect such coverage shall be responsible for the full cost of all applicable premiums through payroll deduction.

Article 25
Holidays

1. Recognized Paid Holidays. Employees shall be entitled to the following paid holidays:

a. January 1 (New Year's Day)
b. Third Monday in January (Martin Luther King Jr. Day)
c. Third Monday in February (Presidents' Day)
d. Last Monday in May (Memorial Day)
e. July 4 (Independence Day)
f. First Monday in September (Labor Day)
g. November 11 (Veteran's Day)
h. Thanksgiving Day
i. Friday after Thanksgiving Day (Floating Holiday)
j. December 24 (Day Before Christmas)
k. December 25 (Christmas Day)
l. December 31 (New Year's Eve)
m. Employee Birthday (Floating Holiday)

2. Compensation for Holiday Work. Unless required as part of the District required rotation schedule set forth under Article 12, an employee required to work the holiday shall be paid one and one-half (1/2) times his/her rate of pay.

3. Holiday Observance. 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.

4. Floating Holiday Credit. For the alternative (4/10) work week schedule, the Friday after Thanksgiving Day shall be credited to the employee as a paid floating holiday to be used at a later date.

5. Holiday Pay Eligibility and Conditions. Unless excused due to pre-approved vacation, jury or witness duty, hospitalization, scheduled preventive care, 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 Holiday Pay. Human Resources or designee 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 26
Vacations

1. Vacation Leave Eligibility and Accrual. New full-time, regular employees will become eligible to use accrued vacation after the first 90 calendar days of employment. Vacation shall be earned from date of hire and earned based on the hours worked in each pay period.

2. Vacation Accrual Schedule. Employees shall accrue vacation according to the following schedule:

Years of Service	***Vacation Hours 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

3. Vacation Accrual and Scheduling Procedures. 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.

4. Vacation Carryover and Accrual Limits. The District agrees that an employee may carry over, to the following year, his/her previously accrued vacation. Employees represented by the bargaining unit who have completed fifteen (15) or more years of continuous service with the District shall be permitted to accrue and maintain a vacation leave balance of up to two hundred (200) hours. All other bargaining unit employees shall remain subject to the applicable vacation accrual limitations established by District policy.

5. Vacation Buy-Back Eligibility and Procedures. Employees may "buy back" accrued and unused vacation hours twice (2x) within the fiscal year. The request is submitted to Payroll and will be reviewed by Human Resources. An employee may request to buy back vacation hours as desired during the year but must request a minimum of 10 hours per buy-back. To purchase vacation hours, an employee must have a minimum remaining balance of 40 hours of vacation leave accrual after the purchase of said vacation hours for the calendar year. The employee will be compensated for such purchased vacation hours at the pay rate in effect for that employee at the time the hours are paid.

a. Vacation accruals for which the employee receives compensation will be deducted from the employee's accumulated total.
b. All vacation buy-back requests will be processed in the payroll cycle following the date the request was approved.

Article 27
Retirement Plans

1. <u>CalPERS Defined Benefit Plan</u>

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

a. Classic Members (Government Code § 21354.5)
Employees hired prior to January 1, 2013 shall participate in the CalPERS 2.7% at age 55 retirement benefit formula, with all eligible prior service credit recognized.

- *<u>Final Compensation – Classic Members (Government Code § 20042)</u>*
  Retirement benefits for Classic Members shall be calculated based on the highest average annual compensation earnable over a consecutive 12-month period.

b. PEPRA Members (Government Code § 7522.02)
Employees hired on or after January 1, 2013, who are new to CalPERS, shall participate in the Public Employees' Pension Reform Act (PEPRA) retirement benefit formula of 2% at age 62.

- *Final Compensation – PEPRA Members (Government Code § 7522.34(a))*
  Retirement benefits for PEPRA Members shall be calculated based on the highest average pensionable compensation earned over a consecutive 36-month period.

c. Post-Retirement Survivor Allowance (Government Code §§ 21624, 21626, and 21628)
Eligible survivors of retired members shall receive a post-retirement survivor allowance in accordance with applicable provisions of the California Government Code and the District's CalPERS contract.

d. Employee Retirement Contribution Requirements. The District and the employees agree that the District will pay the entire 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.

2. CalPERS 457b Pre-Tax and Roth Plans

a. CalPERS 457(b) Pre-Tax Plan
The District shall make available participation in the CalPERS 457(b) Pre-Tax Deferred Compensation Plan. Employees who elect to participate may authorize voluntary pre-tax payroll deductions in accordance with applicable federal and state laws and the terms of the plan. The District does not provide matching contributions. Employees shall be solely responsible for their elected contributions and any applicable fees or costs.

b. CalPERS 457(b) Roth Plan
The District shall make available participation in the CalPERS 457(b) Roth Deferred Compensation Plan. Employees who elect to participate may authorize voluntary after-tax payroll deductions in accordance with applicable federal and state laws and the terms of the plan. The District does not provide matching contributions. Employees shall be solely responsible for their elected contributions and any applicable fees or costs.

Retirement benefits, including eligibility and vesting, shall be administered in accordance with the California Public Employees' Retirement Law (PERL), applicable CalPERS regulations, and other governing law.

Article 28
Uniforms and Safety Equipment

The District shall provide, as an employee benefit, all full-time, regular 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 as full-time, regular

status and annually thereafter, up to a maximum amount of $300 for the purchase of steel-toe shoes or boots. The allowance may be renewed within the year, as needed, subject to review and approval by Operations Management based on the condition of the safety footwear and operational safety requirements at the sole discretion of the District.

Field operational personnel may purchase a second pair of shoes if field personnel can do so within the annual $300 safety footwear allowance; Any costs exceeding the annual available allowance shall be the employee's responsibility. Employees will be allowed to use this amount to also purchase other uniform related items such as belts, shoe or boot inserts, laces, etc. Any unused portion of the annual $300 safety footwear allowance shall carry over into the following year.

Employees who have provided notice of intent to voluntarily resign or retire are not eligible for the $300 safety footwear allowance.

Article 39
Wellness

The District shall provide an Employee Assistance Program (EAP) as an employee benefit to support employees' mental, emotional, and overall well-being. The EAP shall provide confidential access to counseling, referral services, and other available resources to assist employees with personal, family, and work-related concerns.

Article 30
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 31
Bereavement Leave

Employees shall be entitled to forty (40) hours of paid bereavement leave upon the death of a spouse, child, domestic partner, or designated person, and twenty (20) hours upon the death of a parent, parent-in-law, sibling, grandchild, or grandparent. Pursuant to California Government Code Section 12945.7, eligible employees shall be entitled to a minimum of five (5) days of bereavement leave for each qualifying death. Any portion of the statutory entitlement not covered by paid bereavement leave may be taken as unpaid leave or supplemented with available accrued sick leave, vacation, or compensatory time off, in accordance with applicable law.

Effective January 1, 2027, a designated person shall mean an individual related by blood or whose association with the employee is equivalent to a family relationship. Employees may identify a designated person when requesting leave, limited to one (1) designated person within a twelve (12) month period.

Bereavement leave must be completed within three (3) months of the date of death and need not be taken consecutively. Employees shall notify Human Resources and provide documentation of the death within thirty (30) days of the first day of leave, if requested. All documentation shall remain confidential. Bereavement leave does not accrue, is not considered an earned benefit, and shall not run concurrently with FMLA or CFRA leave, except as permitted by law.

Article 32
Cost of Living Adjustments

For the period of January 1, 2027, through December 31, 2031, salaries shall be adjusted annually, effective January 1 of each year, based on the percentage change in the September-to-September Consumer Price Index for All Urban Consumers (CPI-U), Riverside–San Bernardino–Ontario, California, as published by the U.S. Bureau of Labor Statistics (BLS).

The annual adjustment shall reflect the actual percentage change in the applicable CPI, without a minimum (floor) or maximum (cap), unless otherwise mutually agreed upon by the District and the Employee Association.

Article 33
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 34
Association Representative Compensation

One (1) duly elected representative of the Employee Association shall be eligible to receive a stipend of twenty-five dollars ($25.00) for each thirty (30) minutes of attendance, or any portion thereof, at Personnel Committee, Regular Board, and Special Board meetings, provided such attendance is required for Association business and occurs outside the employee’s regularly scheduled work hours. No stipend shall be paid for attendance of less than fifteen (15) minutes outside regularly scheduled work hours. The stipend shall not exceed seventy-five dollars ($75.00) per meeting.

If a meeting begins during the representative's regularly scheduled work hours and continues beyond the end of their shift, the stipend shall be calculated solely on the portion of attendance occurring outside those hours, with any partial thirty (30) minute increment qualifying for the full stipend. No stipend shall be paid for attendance during regularly scheduled work hours.

The eligible representative shall be designated by the Employee Association prior to the meeting. Attendance in their capacity as an Association representative shall not qualify for overtime compensation unless otherwise required by law.

Association representatives shall not be required by District management to attend Board

meetings outside their regularly scheduled work hours unless attendance is required as part of their regular job duties, such as presenting District business to the Board.

Stipend Calculation:

Eligible attendance outside work hours	Stipend
15 to 30 minutes	$25
31 to 60 minutes	$50
60 to 90 minutes	$75
More than 90 minutes	$75 (capped)

Article 35
Total Agreement

This Memorandum of Understanding (MOU) 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 36
Reopener

The District may reopen the MOU at any time after January 1, 2027, for the purpose of negotiating health insurance benefits, and any related provisions as deemed necessary by the District. The District may exercise its right to reopen by delivering a written request to the Association Representatives. Meeting and conferring will commence no later than 30 calendar days following the date of said request.

Article 37
Full Understanding, Modification, and Waiver

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, verbal, written, or otherwise 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 amendment, modification, or waiver of the provisions of this Memorandum of Understanding (MOU) shall be valid only when mutually agreed upon through a meet and confer within 30 days, and in writing, by the District and the Employee Association and approved by the District's Board of Directors.

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

Article 38
Term Agreement

This agreement shall remain in full force and effect from January 1, 2027, through December 31, 2031.

Notwithstanding the expiration of the 2022–2026 Memorandum of Understanding, the salary survey scheduled for FY 2027 pursuant to the provisions of the 2022–2026 MOU shall proceed as agreed upon by both parties.

The District agrees to conduct a compensation survey every third (3rd) year, and a general compensation study every ninth (9th) year to facilitate salary range discussions to be considered for rate calculations and for the next term.

Article 39
Savings Clause

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

BEAUMONT-CHERRY VALLEY WATER DISTRICT

By: _____
Lona Williams, President of the Board of Directors

By: _____
Dan Jaggers, General Manager

EMPLOYEE ASSOCIATION REPRESENTATIVES

By: _____
Luis Lomeli

By: _____
Ericka Enriquez

By: _____
Jordan Smith

ATTESTATION

By: _____
Ren Berioso, Human Resources and Risk Manager

Beaumont-Cherry Valley Water District
Regular Board Meeting
November 19, 2026

Item 4

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: **Request for Will-Serve Letter for Tentative Tract Map No. 39327 (Assessor's Parcel No. 400-241-014) located at the southwest corner of Brookside Avenue and Union Street in the Community of Cherry Valley**

Staff Recommendation

Consider the request for a Will-Serve Letter and Annexation Approval for Tentative Tract Map (TTM) 39327, a proposed five (5) lot single-family residential development (Assessor's Parcel No. [APN] 400-241-014) located at the southwest corner of Brookside Avenue and Union Street in the Community of Cherry Valley and:

1. Consider the Will-Serve Letter for the Project:
    a. Approve the request for a Will-Serve Letter for five (5) Equivalent Dwelling Units (EDUs) for a term of one year, subject to the Conditions of Development identified in this staff report; or
    b. Deny the request for a Will-Serve Letter.
2. Consider the Resolution of Application for Annexation into the District Service Boundary:
    a. Adopt Resolution 2026-__, requesting the Riverside Local Agency Formation Commission (LAFCO) to initiate proceedings for the annexation of APN 400-241-014 into the District's service boundary, or
    b. Decline to adopt Resolution 2026-__.

Executive Summary

The Applicants, Nabil Nassar, Nader Nassar, Hany Nassar, and Naheda Nassar, have requested a Will-Serve Letter from the District for Tentative Tract Map 39327, located at the southwest corner of Brookside Avenue and Union Street in the Community of Cherry Valley. The proposed development consists of subdividing the existing property into five (5) residential lots for the construction of five (5) single-family residences.

The proposed development is estimated to require 5.0 Equivalent Dwelling Units (EDUs) of potable water service, which includes the anticipated irrigation demands associated with the proposed residences. No additional non-potable water demand is anticipated for the project. The property is currently located outside the District's service boundary and will require annexation into the District prior to receiving permanent water service.

As part of the proposed annexation, the Applicants will be required to submit an application to the Riverside Local Agency Formation Commission (LAFCO). In support of this process, the District has prepared the proposed Resolution 2026-__ (Attachment 1), requesting LAFCO to initiate proceedings for annexation of the subject property into the District's service boundary. Adoption of the Resolution would provide formal District support for the proposed annexation; however, final approval of the annexation remains subject to LAFCO review and approval.

Table 1 – Project Summary

Description	Project Information
Applicant / Developer	Nabil Nassar, Nader Nassar, Hany Nassar, and Naheda Nassar
Property Owners	Nabil Nassar and Hany Nassar
Development Type	Single-Family Residential
Development Name	Tentative Tract Map 39327
Assessor's Parcel Number	400-241-014
Annexation Required (Yes/No)	Yes
Estimated Domestic Water Demand	5.0 EDUs
Estimated Non-Potable Irrigation Demand	0.0 EDUs
Total Proposed Water Demand	**5.0 EDUs**

Background

The Applicants submitted a Will-Serve Letter request to the District for Tentative Tract Map 39327, located on existing APN 400-241-014. The proposed development consists of subdividing the existing property into five (5) residential lots and constructing five (5) single-family residences (see Attachment 3 – Tentative Tract Map 39327).

The subject property is currently located outside the District's service boundary and will require annexation into the District prior to receiving permanent water service.

The District maintains an existing 18-inch ductile iron pipe (DIP) potable waterline within Brookside Avenue and an existing 8-inch DIP potable waterline within Union Street. Both waterlines are served by the District's 2750 Pressure Zone (PZ) and may be utilized to provide potable water service to the proposed development.

Discussion

Tentative Tract Map 39327 proposes to subdivide the existing parcel (APN 400-241-014) into five (5) single-family residential lots. The proposed development is located adjacent to existing District potable water infrastructure within Brookside Avenue and Union Street.

The existing 18-inch DIP potable waterline within Brookside Avenue and the existing 8-inch DIP potable waterline within Union Street are anticipated to provide potable water service to the proposed development. The final location and configuration of the proposed water service connections, including any necessary fire hydrants and associated appurtenances, will be determined during the District's review of the proposed water improvements.

The subject property is currently located outside the District's service boundary and will require annexation prior to receiving permanent water service. The proposed annexation will be processed through the Riverside Local Agency Formation Commission (LAFCO), which has the authority to approve or deny the annexation request. As part of the annexation process, the District has prepared Resolution 2026-__ (Attachment 1), requesting LAFCO to initiate

proceedings for annexation of APN 400-241-014 into the District's service boundary. If adopted by the Board, the Resolution will be included with the annexation application submitted to LAFCO. Adoption of the Resolution does not constitute final approval of the annexation, which remains subject to LAFCO review and approval.

The Applicants will also be required to prepare a Plan of Service (POS) for District review and approval in support of the annexation application. The POS will evaluate the District's ability to provide potable water service to the proposed development and identify the facilities and improvements necessary to serve the property. The Applicants shall be responsible for all applicable costs, fees, and deposits associated with the preparation and review of the POS and the annexation process. Permanent water service will not be provided until the annexation process has been completed and all applicable District requirements have been satisfied.

The Applicants shall pay all applicable District fees and deposits, including but not limited to Capacity Charges, meter fees, front-footage fees, and GIS deposits, in accordance with District requirements and the applicable fee schedule. Front-footage fees will be applicable along Brookside Avenue and Union Street due to the existing potable water facilities located along both property frontages.

The Applicants shall be responsible for the cost of additional water storage capacity, if required, to accommodate the Project’s fire flow requirements exceeding the District’s baseline fire flow allowance of 1,000 gallons per minute [gpm] for 2 hours in accordance with District policy.

The Applicants shall propose water meter sizes based on anticipated water demands, subject to District review and approval. Fire flow requirements will be established by the Riverside County Fire Department and will be considered in determining the necessary water infrastructure improvements for the Project.

As the proposed development is located within the Community of Cherry Valley, the Applicants anticipate utilizing individual on-site septic systems for wastewater disposal. The proposed septic systems will be subject to the review and approval of the appropriate Riverside County agencies. The District will not be responsible for the design, construction, operation, or maintenance of the proposed wastewater disposal systems.

The Applicants shall be responsible for obtaining all required project approvals from the County of Riverside and Fire Department prior to construction, as applicable.

Conditions of Development

The Applicants shall comply with all applicable District requirements for water service, as well as applicable County of Riverside and Riverside County Fire Department requirements.

1. The Applicants shall coordinate with District staff to determine the appropriate points of connection to the existing potable water facilities within Brookside Avenue and Union Street. The Applicants may be required to design and construct additional water facilities, including pipelines, fire hydrants, service connections, and associated appurtenances, as determined by the District to provide adequate water service and fire flow to the proposed development.

2. The Applicants shall prepare water improvement plans and enter into a Water Facilities Extension Agreement with the District, as applicable, and pay all associated fees, deposits, construction costs, and inspection costs for the required water improvements.
3. The Applicants shall pay applicable front-footage fees along Brookside Avenue and Union Street, where existing District potable water facilities are installed, and along any property frontages with existing non-potable water facilities, if applicable, in accordance with District requirements.
4. To minimize the potable water consumption, the Applicants shall comply with applicable County of Riverside landscaping ordinances pertaining to water-efficient landscaping and the following requirements:
    a. Landscaped areas containing turf (i.e., rear yards) shall be equipped with smart irrigation controllers utilizing evapotranspiration (ET) data to automatically adjust watering schedules based on weather conditions. Irrigation systems shall include automatic rain sensors to prevent watering during and shortly after rainfall. Watering schedules shall not require seasonal manual adjustments.
    b. Landscaping in non-turf areas shall be drought-tolerant, consisting of planting materials which are appropriate to the region, with an emphasis on native species. Irrigation systems for these areas shall utilize drip or bubbler irrigation.
    c. The Applicants shall comply with applicable County of Riverside landscaping requirements and District water conservation regulations pertaining to the installation and maintenance of turf and landscaped areas.
    d. Conversion of drought-tolerant landscaping to turf is prohibited.
5. The Applicants shall prepare and submit a Plan of Service (POS) for District review and approval in support of the proposed annexation. Applicants shall complete the annexation of the subject property into the Beaumont-Cherry Valley Water District through the Riverside Local Agency Formation Commission (LAFCO) prior to receiving permanent water service. Applicants shall be responsible for all applicable costs, fees, and deposits associated with the preparation and review of the POS and the annexation process.

Fiscal Impact

No negative fiscal impact to the District is anticipated. The Applicants shall be responsible for all applicable fees, deposits, and costs associated with the preparation and review of the Plan of Service, annexation into the District, and any required water infrastructure improvements. All applicable District fees and deposits shall be paid in accordance with District requirements.

Attachments

1. Resolution 2026-__: Requesting LAFCO to Take Proceedings for Annexation of a Portion of the District's Service Boundary, with Exhibit A
2. Tentative Tract Map 39327 Location Map
3. Tentative Tract Map 39327
4. Tentative Tract Map 39327 Will-Serve Letter Application

Staff Report prepared by Evan Ward, Associate Civil Engineer I

Attachment 1 - Resolution 2026-__: Requesting LAFCO to Take Proceedings for Annexation of a Portion of the District's Service Boundary with Exhibit A

RESOLUTION 2026-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT REQUESTING THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION TO INITIATE PROCEEDINGS FOR ANNEXATION OF A PORTION OF THE DISTRICT'S SERVICE BOUNDARY: RIVERSIDE COUNTY ASSESSOR'S PARCEL NUMBER 400-241-014

WHEREAS, the Beaumont-Cherry Valley Water District (BCVWD) desires to initiate proceedings pursuant to Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for the annexation of approximately 4.12 acres of property ("annexation property") to the District's service boundary; and

WHEREAS, the Riverside County Local Agency Formation Commission (LAFCO) is the responsible agency that oversees the establishment, expansion, governance, and dissolution of local government agencies and their service areas to meet current and future community needs; and

WHEREAS, notice of intent to adopt this Resolution of Application has not been given to the Riverside County Local Agency Formation Commission, each interested agency and each subject agency at least 21 days prior to the adoption of this Resolution; and

WHEREAS, a description of Assessor's Parcel No. 400-241-014, the uninhabited area within the Community of Cherry Valley proposed to be annexed to BCVWD, is attached hereto as Exhibit "A", and by this reference incorporated herein; and

WHEREAS, BCVWD has received a Will-Serve Letter application from the property owners, Nabil Nassar, Nader Nassar, Hany Nassar, and Naheda Nassar (the "Applicants") for the proposed development of Assessor's Parcel Number 400-241-014, which will require potable water service from BCVWD, and the proposed annexation is consistent with BCVWD's sphere of influence; and

WHEREAS, it is desired to provide that the proposed annexation be subject to the following terms and conditions:

1. The Applicants shall submit the annexation application, along with the Board approved Resolution to LAFCO, which has the jurisdiction to approve or deny the proposed annexation, with or without conditions.

2. The Applicants shall prepare a Plan of Service (POS) for District review and approval. The Plan of Service shall demonstrate BCVWD's capability to provide potable water service to the proposed annexation area and shall be submitted with the annexation application to Riverside LAFCO.

3. The Applicant shall be responsible for all applicable costs, fees, and deposits associated with the preparation and review of the Plan of Service and the annexation process through Riverside LAFCO.

DRAFT

NOW THEREFORE BE IT RESOLVED by the BCVWD Board of Directors as follows:

1. This Resolution of Application to LAFCO is hereby approved and adopted by the Board of Directors of the Beaumont-Cherry Valley Water District.
2. The Riverside Local Agency Formation Commission is hereby requested to initiate proceedings for the annexation of the property described in Exhibit "A", subject to the terms and conditions stated above and in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
3. The General Manager of the Beaumont-Cherry Valley Water District is hereby directed and authorized to execute, on behalf of the District, such documents as necessary for completing this proposed annexation.
4. That the Secretary to the Board of Directors shall certify to the passage and adoption of this Resolution and is hereby authorized and directed to file, or cause to be filed, a certified copy of this Resolution with the Riverside Local Agency Formation Commission.
5. This Resolution shall be effective as of the date of adoption.

ADOPTED this _____ day of _____, 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

_____	_____
Director Lona Williams, President of the Board of Directors of the Beaumont-Cherry Valley Water District	Director David Hoffman, Secretary to the Board of Directors of the Beaumont-Cherry Valley Water District

Attachment: Exhibit A – Map Book 400, Page 24

DRAFT

Exhibit A - Map Book 400, Page 24

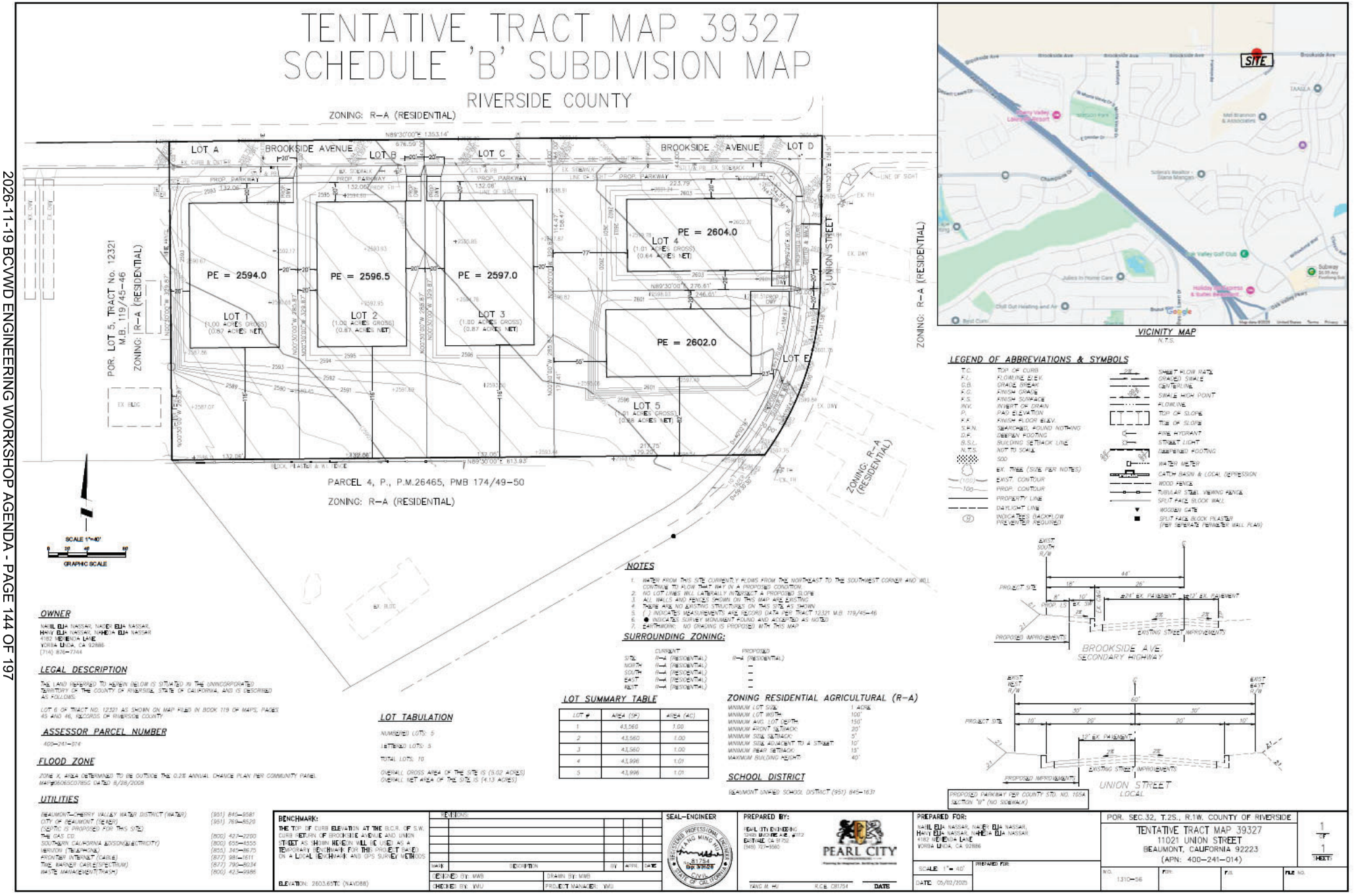


2026-11-19 BCVWD ENGINEERING WORKSHOP AGENDA - PAGE 142 OF 197

Attachment 2 - Tentative Tract Map 39327 Location Map



Attachment 3 - Tentative Tract Map 39327



OWNER

NAIL ELIA NASSAR, NADER ELIA NASSAR,
HANY ELIA NASSAR, NAHEIA ELIA NASSAR
4182 MENENDA LANE
YORBA LINDA, CA 92886
(714) 970-7744

LEGAL DESCRIPTION

THE LAND HEREINED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 6 OF TRACT NO. 12321 AS SHOWN ON MAP FILED IN BOOK 119 OF MAPS, PAGES 45 AND 46, RECORDS OF RIVERSIDE COUNTY

ASSESSOR PARCEL NUMBER

400-241-014

FLOOD ZONE

ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE PLAN PER COMMUNITY PANEL MAP#06065C0785G DATED 8/28/2008

UTILITIES

BEAUMONT-CHERRY VALLEY WATER DISTRICT (WATER)	(951) 845-9581
CITY OF BEAUMONT (SEWER)	(951) 769-8520
(SEPTIC IS PROPOSED FOR THIS SITE)	
THE GAS CO.	(800) 427-2200
SOUTHERN CALIFORNIA EDISON(ELECTRICITY)	(800) 655-4555
VERIZON (TELEPHONE)	(855) 347-8675
FRONTIER INTERNET (CABLE)	(877) 981-1611
TIME WARNER CABLE(SPECTRUM)	(877) 790-8034
WASTE MANAGEMENT(TRASH)	(800) 423-9986

LOT TABULATION

NUMBERED LOTS: 5
LETTERED LOTS: 5
TOTAL LOTS: 10
OVERALL GROSS AREA OF THE SITE IS (5.02 ACRES)
OVERALL NET AREA OF THE SITE IS (4.13 ACRES)

NOTES

1. WATER FROM THIS SITE CURRENTLY FLOWS FROM THE NORTHEAST TO THE SOUTHWEST CORNER AND WILL CONTINUE TO FLOW THAT WAY IN A PROPOSED CONDITION.
2. NO LOT LINES WILL LATERALLY INTERSECT A PROPOSED SLOPE
3. ALL WALLS AND FENCES SHOWN ON THIS MAP ARE EXISTING
4. THERE ARE NO EXISTING STRUCTURES ON THIS SITE AS SHOWN
5. ( ) INDICATES MEASUREMENTS ARE RECORD DATA PER TRACT 12321 M.B. 119/45-46
6. ● INDICATES SURVEY MONUMENT FOUND AND ACCEPTED AS NOTED
7. EARTHWORK: NO GRADING IS PROPOSED WITH THIS MAP

SURROUNDING ZONING:

	CURRENT	PROPOSED
SITE	R-A (RESIDENTIAL)	R-A (RESIDENTIAL)
NORTH	R-A (RESIDENTIAL)	–
SOUTH	R-A (RESIDENTIAL)	–
EAST	R-A (RESIDENTIAL)	–
WEST	R-A (RESIDENTIAL)	–

LOT SUMMARY TABLE

LOT #	AREA (SF)	AREA (AC)
1	43,560	1.00
2	43,560	1.00
3	43,560	1.00
4	43,996	1.01
5	43,996	1.01

ZONING RESIDENTIAL AGRICULTURAL (R-A)

MINIMUM LOT SIZE	1 ACRE
MINIMUM LOT WIDTH	100'
MINIMUM AVG. LOT DEPTH	150'
MINIMUM FRONT SETBACK	20'
MINIMUM SIDE SETBACK	5'
MINIMUM SIDE SETBACK TO A STREET	10'
MINIMUM REAR SETBACK	15'
MAXIMUM BUILDING HEIGHT	40'

SCHOOL DISTRICT

BEAUMONT UNIFIED SCHOOL DISTRICT (951) 845-1631

LEGEND OF ABBREVIATIONS & SYMBOLS

T.C. TOP OF CURB
F.L. FLOWLINE ELEV.
F.G. FINISH GRADE
F.S. FINISH SURFACE
INV. INVERT OF DRAIN
P. PAD ELEVATION
F.F. FINISH FLOOR ELEV.
S.F.N. SEARCHED, FOUND NOTHING
D.F. DEEPEN FOOTING
B.S.L. BUILDING SETBACK LINE
N.T.S. NOT TO SCALE
SOD
EX. TREE (SIZE PER NOTES)
(100) EXIST. CONTOUR
100 PROP. CONTOUR
PROPERTY LINE
DAYLIGHT LINE
(2) INDICATES BACKFLOW PREVENTER REQUIRED
2% SHEET FLOW RATE
GRADED SWALE
CENTERLINE
SWALE HIGH POINT
FLOWLINE
TOP OF SLOPE
TOE OF SLOPE
FIRE HYDRANT
STREET LIGHT
DEEPENED FOOTING
WATER METER
CATCH BASIN & LOCAL DEPRESSION
WOOD FENCE
TUBULAR STEEL VIEWING FENCE
SPLIT FACE BLOCK WALL
WOODEN GATE
SPLIT FACE BLOCK PILASTER (PER SEPERATE PERIMETER WALL PLAN)

PROPOSED PARKWAY PER COUNTY STD. NO. 1054 SECTION "B" (NO SIDEWALK)

BENCHMARK:
THE TOP OF CURB ELEVATION AT THE B.C.R. OF S.W. CURB RETURN OF BROOKSIDE AVENUE AND UNION STREET AS SHOWN HEREON WILL BE USED AS A TEMPORARY BENCHMARK FOR THIS PROJECT BASED ON A LOCAL BENCHMARK AND GPS SURVEY METHODS

ELEVATION: 2603.65'TC (NAVD88)

REVISIONS

MARK	DESCRIPTION	BY	APP'D	DATE

DESIGNED BY: MWB | DRAWN BY: MWB
CHECKED BY: WU | PROJECT MANAGER: WU

SEAL-ENGINEER
REGISTERED PROFESSIONAL ENGINEER — WANG MING LEE — 51754 — exp 9/30/20 — STATE OF CALIFORNIA — CIVIL

PREPARED BY:
PEARL CITY ENGINEERING
12400 BOOTHE AVE. #112
EASTVALE, CA 91752
(949) 701-9560
PEARL CITY
TANG M. HU | R.C.E. 081754 | DATE

PREPARED FOR:
NAIL ELIA NASSAR, NADER ELIA NASSAR,
HANY ELIA NASSAR, NAHEIA ELIA NASSAR
4182 MENENDA LANE
YORBA LINDA, CA 92886

SCALE: 1"= 40' | PREPARED FOR:
DATE: 05/02/2020

POR. SEC.32, T.2S., R.1W. COUNTY OF RIVERSIDE

TENTATIVE TRACT MAP 39327
11021 UNION STREET
BEAUMONT, CALIFORNIA 92223
(APN: 400-241-014)

1 OF 1 SHEETS

W.O. 1310-56 | FB#: | P.B. | FILE NO.

Attachment 4 - Tentative Tract Map 39327 Will-Serve Letter Application

BEAUMONT CHERRY VALLEY WATER DISTRICT
560 Magnolia Avenue • PO Box 2037
Beaumont, CA 92223-2258
Phone (951) 845-9581
www.bcvwd.org

☑ **Will Serve Request** ☐ **Water Supply Assessment (SB210)**

Applicant Name: Nabil Nassar, Nader Nassar, Hany Nassar, Naheda Nassar	Contact Phone # [redacted]
Mailing Address: [redacted]	Fax #: [redacted]
City: [redacted]	E-mail: [redacted]
State & Zip: [redacted]	

Service Address:
southwest corner of the intersection of Brookside Avenue and UNION St,

Assessor's Parcel Number (APN), Tract Map No. Parcel Map No.:
400-241-014

Project Type: ☑ Single-Family ☐ Multi-Family ☐ Commercial/Industrial ☑ Minor Subdivision (5 lots or less) ☐ Major subdivision (6+ lots) ☐ Other

Site Map Attached: ☑ Yes ☐ No

The letter should be delivered to:

Recipient: _____

_____

_____

PLEASE CHOOSE ONE:

☐ **Mail (above address)** ☑ **E-mail**

☐ **Fax** ☐ **Will pick up**

The District reserves the right to impose terms and conditions in Will Serve Letters and/or Water Supply Assessment Reports that take into account water availability issues, conservation issues and the District's existing facilities, all of which impact the District's ability to provide service to the subject property and maintain the District's ability to meet existing water demands.

Applicant's Signature

09-22-2026
Date

Reset Form Print Form

Beaumont-Cherry Valley Water District
Regular Board Meeting
November 19, 2026

Item 5

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: **Update on the 2025–2026 Urban Water Use Objective and Annual Reporting to the State Water Resources Control Board**

Staff Recommendation

Receive and file the update regarding the District's 2025–2026 Urban Water Use Objective (UWUO) and associated reporting to the State Water Resources Control Board.

Executive Summary

District staff has prepared the preliminary calculations for the 2025–2026 Urban Water Use Objective (UWUO), as required by the State Water Resources Control Board (State Water Board) under the Making Conservation a California Way of Life regulation. The UWUO establishes an annual water-use efficiency objective for urban retail water suppliers based on residential indoor and outdoor water use, commercial, industrial, and institutional (CII) outdoor irrigation, system water losses, and other applicable adjustments.

Based on the District's preliminary analysis, Actual Water Use for the July 1, 2025, through June 30, 2026, reporting period exceeded the calculated UWUO by approximately 1,433.94 acre-feet (AF). The indoor residential water-use standard decreased to 47 gallons per capita per day (gpcd) for the entire reporting year, compared to the previous reporting period, which included six months at 55 gpcd and six months at 47 gpcd. This change reduced the District's allowable indoor residential water-use budget and contributed to the calculated UWUO exceedance.

District staff has been working with Eagle Aerial Solutions to update the residential landscape area data to calculate the District's outdoor residential water-use budget. Eagle Aerial Solutions identified 3,073 newly constructed residential parcels that were not represented in the California Department of Water Resources' (DWR) original 2018 Landscape Area Measurement (LAM) dataset. These parcels represent approximately 6,056,606 square feet of additional irrigable and irrigated residential landscape area.

Based on District staff's preliminary calculations, incorporating the additional landscape area would increase the District's outdoor residential water-use budget by approximately 541.94 AF, reducing the difference between Actual Water Use and the UWUO to approximately 892 AF.

Staff, with the assistance of Eagle Aerial Solutions, has prepared a draft affidavit and supporting technical documentation to request an update to the State's residential landscape area dataset. This adjustment remains subject to review and acceptance by the appropriate State agencies. Staff has also identified additional opportunities to improve the accuracy of the District's landscape area data, including existing residential parcels assigned zero square feet of irrigable landscape area in DWR's original dataset. District staff intends to continue working with Eagle Aerial Solutions to evaluate these parcels and pursue additional corrections, where supported.

District staff will continue preparing the required 2025–2026 UWUO reporting materials for submittal to the State Water Board.

Background

On July 3, 2024, the State Water Board adopted Resolution No. 2024-0019, implementing the Making Conservation a California Way of Life regulation. This regulation establishes annual water-use efficiency objectives for urban retail water suppliers throughout California.

The UWUO consists of several components, including:

- Indoor residential water-use budget;
- Outdoor residential water-use budget;
- CII outdoor water-use budget associated with dedicated irrigation meters;
- Real water loss budget;
- Applicable variances and temporary provisions; and
- Bonus incentives for potable reuse, where applicable.

The UWUO is calculated using State-established efficiency standards and data specific to each water supplier, including population, residential landscape area, evapotranspiration, and water-use characteristics.

The District previously reported that Actual Water Use for the 2023–2024 fiscal year was approximately 263 AF below its UWUO. However, Actual Water Use for the 2024–2025 fiscal year exceeded the UWUO by approximately 931 AF.

A significant limitation identified during the preparation of previous UWUO reports was the State's reliance on residential landscape area measurements derived from aerial imagery collected in 2018. Since that time, substantial residential development has occurred within the District's service area, resulting in additional irrigated residential landscape areas that were not included in the original dataset.

To address this limitation, District staff has been coordinating with Eagle Aerial Solutions to identify newly constructed residential parcels, quantify additional landscape areas, and prepare supporting documentation for potential updates to the State's dataset.

Discussion

2025–2026 Urban Water Use Objective Results

District staff has completed a preliminary analysis of the District's Actual Water Use and UWUO for the July 1, 2025, through June 30, 2026, reporting period. Based on this analysis, the District's Actual Water Use exceeded its calculated UWUO by approximately 1,433.94 AF.

An important change from the previous reporting period is the reduction in the indoor residential water-use efficiency standard. During the 2024–2025 reporting period, the applicable indoor residential standard was 55 gpcd for the first six months and 47 gpcd for the remaining six months. For the 2025–2026 reporting period, the standard was reduced to 47 gpcd for the entire year.

This change reduced the District's allowable indoor residential water-use budget and contributed to the difference between Actual Water Use and the calculated UWUO.

Table 1 – Preliminary 2025–2026 UWUO Results

Description	Acre-Feet (AF)
Actual Water Use Exceeding Preliminary UWUO	1,433.94
Potential Increase in UWUO from Updated Residential Landscape Area	541.94
Estimated Remaining Exceedance Following Acceptance of Landscape Area Adjustment	892.00

Note: The proposed increase in the residential outdoor water-use budget has not been accepted by the State. The adjusted result is preliminary and provided for informational purposes only.

Residential Landscape Area Analysis

District staff has been working with Eagle Aerial Solutions to evaluate residential landscape areas that were not included in DWR's original 2018 LAM dataset.

Eagle Aerial Solutions completed an analysis of newly constructed residential parcels within the District's service area and identified 3,073 parcels representing an estimated 6,056,606 square feet of additional irrigable and irrigated residential landscape area.

The analysis utilized updated aerial imagery, parcel-level information, and District water meter data to identify and verify residential developments not represented in the original dataset. Eagle Aerial Solutions then estimated the associated landscape areas using a District-specific statistical model and documented its methodology and findings in a technical memorandum to support the proposed updates.

The State's requirements allow water suppliers to submit alternative landscape area measurements when the supporting methodology satisfies applicable accuracy and documentation requirements.

District staff, with assistance from Eagle Aerial Solutions, has prepared a draft affidavit and supporting documentation requesting that the State recognize the additional residential landscape area identified through this analysis.

If accepted, the additional 6,056,606 square feet of residential landscape area is estimated to increase the District's outdoor residential water-use budget by approximately 541.94 AF. This adjustment would reduce the District's preliminary 2025–2026 UWUO exceedance from approximately 1,433.94 AF to approximately 892 AF.

The proposed adjustment remains subject to review and acceptance by the appropriate State agencies. Until the updated landscape area is accepted and incorporated into the District's UWUO calculations, the District's currently calculated UWUO remains unchanged.

Additional Landscape Area Corrections

In addition to the newly constructed residential parcels, District staff has identified existing residential parcels within DWR's original 2018 LAM dataset that were assigned zero square feet of irrigable landscape area.

District staff believes that certain parcels may contain qualifying residential landscape areas that were not accurately represented in the original dataset. District staff intends to continue working with Eagle Aerial Solutions to evaluate these parcels, verify the applicable landscape areas, and prepare additional supporting documentation where corrections are warranted.

These efforts may result in further adjustments to the District's residential outdoor water-use budget. However, the potential increase has not yet been quantified and is not included in the preliminary results presented herein.

State Reporting and Next Steps

District staff will continue preparing the required 2025–2026 UWUO reporting materials for submittal to the State Water Board.

District staff will also coordinate with Eagle Aerial Solutions and the appropriate State agencies regarding the review and potential acceptance of the proposed residential landscape area adjustments.

Following the initial submittal, District staff intends to continue evaluating opportunities to improve the accuracy of the District's UWUO calculations, particularly as they relate to residential landscape area measurements.

District staff will provide additional updates to the Board as appropriate regarding the status of the proposed adjustments and any resulting changes to the District's UWUO.

Fiscal Impact

There is no additional fiscal impact associated with receiving and filing this informational update. The preparation of the UWUO and coordination with Eagle Aerial Solutions are being performed as part of the District's ongoing water-use efficiency reporting and data management activities.

Attachments

1. 2025 – 2026 Urban Water Use Objective Reporting Form Summary
2. Draft Affidavit for Updated Residential Landscape Area Measurements
3. Eagle Aerial Solutions Technical Memorandum – Newly Constructed Residential Landscape Area Analysis
4. Residential Landscape Area Analysis Exhibits

Staff Report prepared by Evan Ward, Associate Civil Engineer I

Attachment 1 - 2025-2026 Urban Water Use Objective Reporting Form Summary

Actual Use Compared to Urban Water Use Objective

The source datasets are located on the Open Data Portal.

In Gallons/Year

Water Use Component	Actual Water Use (Gallons)	Urban Water Use Objective (Gallons)
Total Residential Water Use, Indoor + Outdoor	2,967,678,206.97	2,421,380,755.26
Outdoor Irrigation of CII landscapes associated with DIMs	761,464,909.35	761,464,909.35
System Water Loss	290,024,659.95	173,105,426.39
Variances, Provisions, and 20% INI buffer, if applicable	N/A	195,965,278.12
Bonus Incentive	N/A	0.00
Sum of Water Use Components (Specific to Objective)	**4,019,167,776.27**	**3,551,916,369.11**
Excluded Demands	649,779,479.10	649,779,479.10
Sum of Water Use Components (Objective + Excluded)	**4,668,947,255.37**	**4,201,695,848.21**
SB X7-7 Target Volume Plus Previously Excluded Process and Recycled Water	N/A	5,904,065,530.00
"Capped" Objective	N/A	3,551,916,369.11
Regional Alliance Met Regional Target? (If Applicable)	N/A	Not Applicable
Final Comparison of Actual Water Use to Objective	**4,019,167,776.27**	**3,551,916,369.11**

In Acre-Feet/Year

Water Use Component	Actual Water Use (Acre-Feet)	Urban Water Use Objective (Acre-Feet)
Total Residential Water Use, Indoor + Outdoor	9,107.46	7,430.93
Outdoor Irrigation of CII landscapes associated with DIMs	2,336.85	2,336.85
System Water Loss	890.05	531.24
Variances, Provisions, and 20% INI buffer, if applicable	N/A	601.39
Bonus Incentive	N/A	0.00
Sum of Water Use Components (Specific to Objective)	**12,334.36**	**10,900.42**
Excluded Demands	1,994.10	1,994.10
Sum of Water Use Components (Objective + Excluded)	**14,328.47**	**12,894.53**
SB X7-7 Target Volume Plus Previously Excluded Process and Recycled Water	N/A	18,118.91
"Capped" Objective	N/A	10,900.43
Regional Alliance Met Regional Target?	N/A	Not Applicable
Final Comparison of Actual Water Use to Objective	**12,334.37**	**10,900.43**

Actual Water Use (AF)	12,334.4
Urban Water Use Objective (AF)	10,900.4
Difference (AF)	1,434 Rounded

Beaumont-Cherry Valley Water District
560 Magnolia Avenue, Beaumont, CA 92223
www.bcvwd.gov

Board of Directors

Andy Ramirez
Division 1

Lona Williams
Division 2

Daniel Slawson
Division 3

John Covington
Division 4

David Hoffman
Division 5

November 10, 2026

Ms. Courtney Tyler
Clerk to the Board
STATE WATER RESOURCES CONTROL BOARD
P.O. Box 100
Sacramento, California 95812-2000
Via: Board.Clerk@waterboards.ca.gov

AFFIDAVIT AND CERTIFICATION OF NEWLY CONSTRUCTED RESIDENTIAL LANDSCAPE AREA DATA

Dear Ms. Tyler:

I, Daniel K. Jaggers, General Man er of e Beaumont-Cherry Valley Water District (District), hereby declare and ce f the following:

1. The newly constructed esidential la dscape area data submitted with this request was prepare by Eagle Aerial Solutions and subsequently reviewed by Mark Swan on, t e trict's Director of Engineering.
2. The analysis tified **73 newly constructed residential parcels** within the stric servi area, representing an estimated **6,056,606 square f** of irr able irrigated residential landscape area.
3. The identifie esidential landscape areas were developed subsequent to th per repr ented by the data used in the California Department of Water Re urces (DWR) Residential Landscape Area Measurement (AM). Acc dingly, these areas were not included in the Residential LAM dat previo sly provided to the District.
4. The ne y constructed residential parcels were identified and verified using current parcel records, Geographic Information System (GIS) spatial analysis, residential water meter data, and remote-sensing imagery. The associated irrigable irrigated landscape area was estimated using a validated, District-specific statistical cohort model developed from the existing 2018 DWR Residential LAM measurements.

Based on my knowledge and the information provided by Eagle Aerial Solutions and reviewed by District staff, I certify that the submitted data is complete and accurate to the best of my knowledge.

DRAFT

The District appreciates the opportunity to submit this supplemental residential landscape area data for consideration. Should you have any questions or require additional information, please contact me at (951) 845-9581 or Dan.jaggers@bcvwd.gov.

Sincerely,

Daniel K. Jaggers, General Manager

Beaumont-Cherry Valley Water District

DRAFT

Technical Memorandum

Date: October 19, 2026

To: State Water Resources Control Board, Conservation Program

Prepared by Eagle Aerial Solutions

Prepared for Beaumont Cherry Valley

Subject: Residential New Landscaped Areas

Beaumont Cherry Valley Water District (BCVWD) is requesting additional residential landscaped area to our urban water use objective (UWUO) calculation, pursuant to 23 CCR Section 968(e)(2).

OVERVIEW

Since DWR's Residential Landscape Area Measurement (LAM) was generated in 2018, over 3,000 new residential units have been constructed within our service area. These residential landscapes are not reflected in the DWR-provided LAM, so our current outdoor residential budget does not account for residential landscape area we now actively serve. Including this area would allow our UWUO to accurately reflect efficient residential outdoor water use across our full-service area.

METHODOLOGY

Estimating Irrigable Irrigated Area for Newly Developed Residential Parcels

Background and Purpose

Beaumont-Cherry Valley Water District has experienced substantial and ongoing residential development since completion of the 2018 DWR Residential Landscape Area

Measurement (LAM) dataset. As a result, a significant number of newly developed residential parcels are not represented in the 2018 baseline dataset and have no Irrigable Irrigated (II) Area values.

The purpose of this methodology is to establish a reliable, scalable, and repeatable process for estimating II Area for qualifying newly developed residential parcels. The methodology does not replace or revise existing DWR II measurements. Rather, it extends the existing residential landscape dataset by generating new II estimates for parcels that were not represented or measured in the 2018 baseline.

Given the District's continuing pace and volume of residential development, parcel-by-parcel field measurement, manual delineation, or procuring current remote-sensing-based measurements would be difficult and costly to maintain as the primary method for keeping the Residential LAM dataset current and reflective of the District's current developed residential parcel population. A scalable estimation methodology was therefore developed that could be applied consistently as new development occurs while maintaining a strong connection to the existing DWR residential landscape data.

The methodology uses the District's existing 2018 DWR Residential LAM data as the empirical reference population. Qualifying newly developed residential parcels are compared with similarly sized existing residential parcels, and II Area is estimated using an agency-specific statistical cohort model. The model was intentionally designed to remain aligned, where practical, with the structure, parcel classifications, and analytical principles underlying the existing DWR Residential LAM dataset.

Model performance was evaluated through repeated holdout validation using parcels with known DWR II measurements before the methodology was applied to the newly developed parcel population.

Data Sources

- ***2018 DWR Residential LAM dataset***: source of the existing residential II measurements used as the empirical reference population for model development and validation. A_UID_Summary file.
- ***Current county parcel dataset***: used to identify parcels not represented in the District's existing parcel layer and to provide current parcel geometry and parcel area.
- ***District DWR Res parcel layer***: existing DWR Res 2018 parcel dataset used for comparison against the current county parcel inventory. A_UID_Summary file.

- ***District water service boundary***: provided by Beaumont-Cherry Valley Water District and used to confirm that candidate parcels fall within the current District boundary.
- ***District meter data***: used to verify association with residential service and to identify additional candidate parcels through parcel/meter spatial intersection.
- ***Externally sourced parcel land-use data***: From a national parcel and property data vendor; used during candidate identification and land-use screening.
- ***Current aerial imagery***: used to verify development status, particularly for parcels classified as vacant land or where development status was uncertain.
- ***Real estate listing and transaction data***: used as a supplemental source to verify development status and populate missing Year Built information where necessary.

Identification of Candidate New Residential Parcels

The most current county parcel dataset, vintage Dec 2025, was compared against the District's existing parcel layer using Assessor Parcel Number (APN) to identify parcels not previously represented in the District's residential parcel dataset. Candidate parcels were then spatially screened to confirm that their parcel centroids fell within the District's current water service boundary. The current boundary used for this analysis was provided directly by Beaumont-Cherry Valley Water District.

Separately sourced land-use data was then used to identify parcels classified as residential, along with parcels having an unknown land-use classification, for additional evaluation.

A supplemental meter-based spatial analysis was also performed to identify residential parcels that may not have been captured through the parcel comparison alone. Existing residential meters were geocoded and spatially intersected with current parcel polygons.

Additional new development candidate parcels identified through this meter-based analysis were filtered by the same land-use classification as the original set of candidate parcels.

All parcels retained for further review were confirmed to fall within the District's current water service boundary.

Candidate Parcel Verification and Model Eligibility

Following initial identification, candidate parcels underwent additional spatial and manual review to confirm that they represented qualifying newly developed residential parcels appropriate for inclusion in the estimation model.

Each candidate parcel was reviewed to confirm that it was associated with a residential meter and did not duplicate a parcel already represented in the 2018 DWR Residential LAM dataset. Where a candidate parcel spatially overlapped a 2018 DWR residential parcel, the overlap was investigated to determine whether it reflected subdivision of a former master parcel into individual development parcels. In these cases, the new parcel was retained only when the overlapping 2018 DWR parcel did not contain an existing Irrigable Irrigated Area measurement and there was evidence of development (see screenshot below)



Caption: See area in yellow circle for existing and overlapping APN of 408-291-026 with zero II area. Overlaps two new, developed parcels.

Land-use classifications were also reviewed in detail. Parcels classified as vacant residential land were inspected using current aerial imagery and, where needed, supplemental real estate listing and transaction data to determine whether development had since occurred. Parcels were retained only when current development could be confirmed.

Year Built was used as an additional development-screening criterion. Missing Year Built values were supplemented using listing and transaction data where available. Parcels with Year Built prior to 2017 were manually reviewed and excluded from the model population as they did not represent qualifying new development. 2017 was determined to be the suitable cutoff for this data population as there were several new parcels identified with year built of 2017 and subsequently no underlying parcel geometries, APN matches, nor II measurements in the 2018 DWR parcel dataset. This is normal and expected due to lagging update cycles with county assessor offices with regard to parcel splits, land use

updates, and even ingestion of new county parcel sets in the 3rd party parcel data used for the 2018 Res LAM project.

The final model population was restricted to parcels with land uses classified as Single Family Residential or Planned Unit Development (Residential). Planned Unit Development (PUD) is a type of housing community where homeowners own their individual home and the plot of land beneath it, while sharing ownership and responsibility for common neighborhood spaces through a mandatory Homeowners Association (HOA). Parcels with other land-use classifications, parcels without sufficient evidence of residential development, and parcels outside the validated parcel-size range were excluded from the estimation model and assigned to separate review or measurement pathways.

Model Overview

To estimate Irrigable Irrigated (II) Area for qualifying newly developed residential parcels, a district-specific statistical estimation model was developed using Beaumont-Cherry Valley Water District's existing residential parcels with known 2018 DWR II measurements.

The model is based on the premise that residential parcels of similar size within the same water agency tend to exhibit similar landscape characteristics at the population level. Rather than attempting to predict II Area for each parcel using a parcel-specific remote-sensing measurement, the model groups comparable residential parcels into parcel-size cohorts and derives a representative II Area value for each cohort from the District's existing measured residential population.

The model reference population was limited to parcels classified as Single Family Residential or Planned Unit Development (Residential) and to parcel sizes below 20,000 square feet. Although larger residential parcels are present in the 2018 DWR dataset, their measured II values were substantially more variable and reduced model accuracy. Parcels at or above 20,000 square feet were therefore excluded from the estimation model to maintain a more consistent and predictable reference population. This treatment is also generally consistent with limitations observed in the original 2018 DWR residential modeling work for larger parcels.

Each qualifying new residential parcel is assigned to the appropriate parcel-size cohort based on its parcel area and receives the representative II Area value associated with that cohort.

Development of Agency-Specific Parcel-Size Cohorts

The eligible reference population was analyzed based on parcel size to establish a series of cohorts representing similarly sized residential parcels within the District.

Initial cohort boundaries were informed by the parcel-size distribution using a quantile-based approach. The resulting ranges were then reviewed and refined to create more meaningful and reasonably uniform groupings across the observed distribution. This refinement was intended to improve sensitivity to differences in residential lot size while maintaining sufficient numbers of measured parcels within each cohort. The final model contains 29 parcel-size cohorts, with an average of approximately 489 measured residential parcels per cohort and no cohort containing fewer than 120 parcels.

The final cohort structure was developed specifically for Beaumont-Cherry Valley Water District rather than applying a universal set of parcel-size ranges. This allows the model to reflect the characteristics of the District's residential development patterns and measured parcel population.

For production use, the cohort ranges were converted to contiguous parcel-size intervals so that every qualifying new parcel within the model's supported size range could be assigned consistently to a single cohort.

Calculation and Application of II Estimates

For each parcel-size cohort, the median measured Irrigable Irrigated (II) Area was calculated from the District's existing 2018 DWR residential reference population. The median was selected as the representative cohort value because it is less sensitive than the mean to unusually high or low parcel-level II measurements and therefore provides a more stable estimate of typical landscape area within each cohort.

Each qualifying newly developed residential parcel is assigned to a production cohort based on its parcel area. The parcel then receives the median II Area associated with that cohort as its estimated II value.

For production use, cohort boundaries were converted to contiguous parcel-size ranges so that every qualifying parcel within the supported model range could be assigned consistently to one and only one cohort. This adjustment affected only the assignment boundaries between adjacent cohorts and did not alter the underlying measured II values or representative cohort medians.

Following completion of the parcel identification, verification, and eligibility screening process, the final estimation model was applied to 3,073 qualifying newly developed residential parcels within Beaumont-Cherry Valley Water District. Each parcel was

assigned to one of the 29 production cohorts based on parcel area and received the corresponding cohort median II Area estimate. Across the 3,073 qualifying parcels, the model produced a total estimated Irrigable Irrigated Area of 6,056,606 square feet.

The resulting estimates are applied consistently across the qualifying new-development population and can be reproduced as additional parcels are identified in future development updates.

Model Validation and Accuracy Assessment

Model performance was evaluated using repeated holdout validation against residential parcels with known 2018 DWR Irrigable Irrigated (II) Area measurements. Across ten independent validation runs, the model demonstrated a slight overall tendency to underestimate aggregate II area, with an average signed error of -0.65%.

For each validation run, approximately 75% of the measured residential reference population was randomly assigned to a Training dataset and the remaining approximately 25% was assigned to a Validation dataset. Cohort-level median II values were recalculated using only the Training parcels and were then applied to the withheld Validation parcels based on parcel size.

The estimated II Area for the Validation population was compared with the actual measured DWR II Area for those same parcels. Because the model is intended to estimate II Area across a population of comparable residential parcels, validation focused on aggregate II Area accuracy rather than parcel-level prediction accuracy, an ***approach consistent with the 2018 DWR Residential model***.

This process was repeated independently ten times using different randomized Training and Validation splits. Each Validation population contained approximately 3,500 to 3,700 parcels.

Across the ten validation runs, the model produced:

Mean absolute aggregate error	1.09%
Average signed aggregate error	-0.65%
Standard deviation of aggregate error	1.17 percentage points
Observed aggregate error range	-2.39% to +1.00%
Nine of ten validation runs within ±2% aggregate error	

The repeated holdout results demonstrate that the model produced consistent aggregate estimates across multiple independent samples of parcels that were withheld from

calculation of the cohort-level II values. The validation results were used to confirm model performance prior to application to the qualifying newly developed residential parcel population.

Treatment of Parcels Outside the Model Scope

Parcels that do not meet the eligibility criteria for the SFR/PUD estimation model are excluded from the modeled population and addressed through other appropriate data sources or measurement methods. Examples of such data sources and methods could be: the CII LAM LUCD data (once released), on the ground measurements, manual delineation from current aerial imagery, or acquisition of other accurate remote sensing data.

Methodology Quality, Accuracy, and Suitability for New Development Updates

The methodology was designed to leverage the District's existing 2018 DWR Residential LAM dataset using the District's own measured residential II values as the empirical reference population. Its use is intentionally limited to newly developed Single Family Residential and Planned Unit Development (Residential) parcels that meet defined development, land-use, year-built, and parcel-size criteria.

The model is supported by a substantial measured reference population and was validated through ten independent randomized holdout tests. Across those tests, the model produced a mean absolute aggregate error of 1.09%, an average signed aggregate error of -0.65%, and an observed aggregate error range of -2.39% to +1.00%.

The finalized methodology was applied to 3,073 qualifying newly developed residential parcels, producing a total estimated Irrigable Irrigated Area of 6,056,606 square feet for parcels with a year built between 2017 and 2026.

The methodology is transparent, repeatable, and scalable. It relies on existing DWR measurements, clearly defined eligibility controls, documented cohort assignment rules, and demonstrated validation performance. These characteristics make it suitable for generating reliable new II estimates as residential development continues within Beaumont-Cherry Valley Water District.

RELATED FILES

- NewDevelopmentParcels_Final.zip
- ParcelEstimationModel_Final.xlsx

STATEMENT OF QUALIFICATIONS

Eagle Aerial Solutions

Eagle Aerial Solutions has over 30 years of experience working with aerial imagery and has extensive knowledge of the requirements of the legislation. Eagle Aerial Solutions and its partner NV5 were the contractors who provided the original data to the state and have the expertise to update the data to the state's specifications. Eagle staff also have extensive expertise in working with residential and commercial parcel data.

The following individuals conducted the measurement and verification of the newly constructed residential landscape area data submitted with this request.

Annie Schwab, Chief Commercial Officer, Eagle Aerial Solutions
Role: Data Modeling & Regulatory Strategy Lead

Education: MBA from the University of California, Berkeley Haas School of Business and a B.A. in Molecular and Cell Biology from the University of California, Berkeley.
Experience: Ms. Schwab is a technology and data executive with over 25 years of experience in product strategy, data analytics, predictive modeling, statistical analysis, and data architecture.

Jonathan Kemnitz, GIS and Data Engineer, Eagle Aerial Solutions
Role: GIS and Data Engineer
Education: Bachelor of Arts in Geography and Environmental Studies from the University of California, Los Angeles, with a minor in Geospatial Information Systems & Technologies.

Experience: Mr. Kemnitz is an experienced GIS and data professional with a background spanning geospatial engineering, data architecture, product development, technical systems design, and customer-facing solution development.

Jazmine Molloy, Director of Product Development, Eagle Aerial Solutions
Role: Subject Matter Expect
Education: BA in Business from Southern Oregon University

Experience: Ms. Molloy has served in a variety of project management capacities at Eagle Aerial Solutions. Jazmine oversees the coordination of Eagle's efforts in connection with the state-wide, residential irrigated vegetation analysis project.

Rob Whipple, Customer Success Advocate, Eagle Aerial Solutions
Role: Subject Matter Expert
Education: MS, Resource Recreation and Tourism, University of Idaho. BS, Forest Recreation Resources, Oregon State University.
Experience: Mr. Whipple serves as a Customer Success Advocate at Eagle Aerial. Rob is a water utility professional with over 17 years of experience in using innovative technologies to promote water-use-efficiency.

Norman Woo, Data Engineer and GIS Manager, Eagle Aerial Solutions
Role: GIS and Data Engineer

Education: Management Certification, Military GIS and Remote Sensing Expertise, ESRI GIS Certificate Holder.
Experience: Highly respected member of the Eagle Aerial team, bringing over 26 years of expertise in Geographic Information Systems (GIS), Geospatial Imagery, and Remote Sensing.

APPENDIX

Public Notice and Board Discussion

Beaumont-Cherry Valley Water District

February 24, 2026 | Engineering Workshop

Appendix A - Board Meeting Agenda and Staff Report

Item 3: Parcel Measurement Project Update - Eagle Aerial Solutions

Appendix B - Board Meeting Minutes

Item 3: Parcel Measurement Project Update - Eagle Aerial Solutions

Supporting documentation reproduced as provided by the District.

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

NOTICE AND AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS
ENGINEERING WORKSHOP

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

Tuesday, February 24, 2026 - 6:00 p.m.
560 Magnolia Avenue, Beaumont, CA 92223

TELECONFERENCE NOTICE

The BCVWD Board of Directors will attend in person at the BCVWD Administrative Office and/or via Zoom video teleconference pursuant to Government Code 54953 et. seq.

To access the Zoom conference, use the link below:
https://us02web.zoom.us/j/84318559070?pwd=SXIzMFZCMGh0YTFIL2tnUGlpU3h0UT09

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

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

BCVWD provides remote attendance options primarily as a matter of convenience to the public. Unless a Board member is attending remotely pursuant to provisions of GC 54953 et. seq., BCVWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the Zoom teleconference or call-in line listed on the agenda. Members of the public are encouraged to attend BCVWD meetings in person at the above address, or remotely using the options listed. Members of the public are not required to provide identifying information in order to attend public meetings. Through the link above, the Zoom platform requests entry of a name and email address, and BCVWD is unable to modify this requirement.

Meeting materials are available on the BCVWD website:
https://bcvwd.gov/document-category/regular-board-agendas/

BCVWD ENGINEERING WORKSHOP – FEBRUARY 24, 2026

Call to Order: President Williams

Pledge of Allegiance: Director Ramirez

Invocation: President Williams

Request or Announcement, and Verification of Remote Meeting Participation Pursuant To GC 54953.8

Roll Call
and Introduction of Staff Members Present

Public Comment

Roll Call - Board of Directors

	President Lona Williams
	Vice President Andy Ramirez
	Secretary David Hoffman
	Treasurer John Covington
	Member Daniel Slawson

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

At this time, any person may address the Board of Directors on matters within its jurisdiction. However, state law prohibits the Board 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.

ACTION ITEMS
Action may be taken on any item on the agenda.
Information on the following items is included in the full Agenda Packet.

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

2. **California Environmental Quality Act Notice of Exemption for Installation of 54 Linear Feet of 16-inch Ductile Iron Pipe for the Brookside Avenue Heli-Hydrant Water System Connection Project (APN 404-010-016)** (pages 5 - 10)

3. **Parcel Measurement Project Update – Eagle Aerial Solutions** (pages 11 - 14)

4. **Consider Correspondence re: Making Conservation a California Way of Life Regulations - Legislative Advocacy and Statutory Clarification Request** (pages 15 - 36)

5. **Nominations for California Special Districts Association Board of Directors, Southern Network Seat C** (pages 37 - 43)

6. **Topic List for Future Meetings**
A Board Member may request that a matter directly related to District business be placed on the agenda of a regularly scheduled meeting of the Board of Directors (Policy 4030.5)

	Item requested	Date of request	Requester
1	Update on Grand Avenue pipeline project	1/22/26	Covington

7. **Announcements**
Check the meeting agenda for location and potential teleconference information.

- ~~Engineering Workshop: Thursday, Feb. 26 at 6:00~~ p.m. CANCELED
- Finance & Audit Committee meeting: Thursday, Mar. 5 at 3 p.m.
- Regular Board Meeting: Wednesday, Mar. 11 at 6:00 p.m.
- Personnel Committee: Tuesday, Mar. 17 at 5:30 p.m.
- San Gorgonio Pass Regional Water Alliance: Wednesday, Mar. 25 at 5 p.m.
- Engineering Workshop: Thursday, Mar. 26 at 6:00 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Apr. 1 at 11 a.m.
- Collaborative Agencies Committee: Wednesday, Apr. 1 at 5 p.m.

8. **Closed Session**

a) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
To which the District is a party pursuant to Government Code Section 54956.9(d)(1):
Draper 26, LLC vs Beaumont-Cherry Valley Water District
Riverside County Superior Court, Case no. CVR12406726

b) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Property: APN 407-170-008 and 407-170-029
Agency Negotiator: Dan Jaggers, General Manager
Under Negotiation: Price and terms of payment

c) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code Section 54956.8
Property: APN 407-150-016
Agency Negotiator: Dan Jaggers, General Manager
Under Negotiation: Price and terms of payment

9. **Report on Action Taken During Closed Session**

10. **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 Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors 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 regular meeting Agenda may be made up to 72 hours before the Board 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 Board Special 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 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 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 Board of Directors 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
Special Board Meeting
February 24, 2026

Item 3

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: **Parcel Measurement Project Update – Eagle Aerial Solutions**

Staff Recommendation

This item is provided for information only. No Board action is required.

Executive Summary

In order to improve the accuracy of annual water use targets established under California water-use-efficiency legislation (AB 1666 and SB 606), and upon Board approval at the November 20, 2025 meeting, staff engaged Eagle Aerial Solutions (Eagle Aerial) to update residential parcel data within the District.

The State Water Resources Control Board (SWRCB) currently calculates water use targets using 2018 baseline landscape area measurement (LAM) data derived from aerial imagery. Since 2018, BCVWD has experienced significant residential growth and development. Updating irrigated landscape area measurements for parcels added or misclassified since 2018 will improve the accuracy of the District's water use target calculations and provide a more reliable representation of actual residential water demands.

District staff completed the 2024–2025 Urban Water Use Objective (UWUO) data analysis and uploaded the District's UWUO data to the State Department of Water Resources on December 31, 2025. At the time of submission, the District's actual water use exceeded the calculated State objective by 931 acre-feet (AF). In response, District staff has conducted multiple coordination meetings with Eagle Aerial beginning in December 2025 to provide supporting parcel, development, and landscape data necessary to analyze and compute updated UWUO values that have not been accounted (or misclassified) for by the State since the initial 2018 baseline dataset was developed. Staff continues to work extensively with Eagle Aerial to prepare a comprehensive submittal package intended to update and modernize the District's UWUO calculations. Completion of this package is anticipated in the near future.

Eagle Aerial Solutions will update the District's parcel dataset and incorporate a new GIS layer into the WaterView platform in accordance with State Water Board guidelines (see Attachment 1 – Landscape Area Measurement (LAM) Update Framework). The updated dataset will be submitted to the SWRCB for review and inclusion in future target calculations.

Background

California's long-term water use efficiency framework (AB 1666 and SB 606) requires urban retail water suppliers to meet annual residential water use targets. These targets are calculated using several parcel-level and demographic variables, including:

- Irrigated landscape area (square feet)
- Weather data (ETo)
- Indoor residential water use standards (currently 42 gpcd)

- Population and household occupancy factors

The SWRCB's baseline landscape area measurement (LAM) dataset is derived from aerial imagery collected in 2018. Because BCVWD has experienced substantial residential growth since that time, many parcels are not included in the baseline dataset or may be misclassified. As a result, the State's current target calculations may not accurately reflect existing development patterns within the District.

BCVWD is also required to report water consumption on a fiscal year basis for both residential customers and commercial customers with dedicated irrigation meters. Accurate parcel data is critical to ensuring compliance with legislative reporting requirements and properly calculating water use objectives.

Discussion

Eagle Aerial Solutions has over 30 years of experience in aerial imagery analysis and water-use-efficiency compliance. Eagle Aerial Solutions and its partner NV5 were the original contractors who developed the State's baseline dataset and are familiar with SWRCB specifications and reporting requirements. Their familiarity with SWRCB specifications ensures that updates meet State requirements.

Eagle Aerial Solutions also developed the WaterView platform, a GIS-based tool that allows agencies to:

- View customer consumption data on a monthly basis
- Compare usage against estimated water budgets
- Identify high-use trends
- Track selected customer groups
- Export targeted outreach lists
- Stay current with evolving legislative requirements

Eagle Aerial Solutions will update BCVWD parcel data by identifying:

- New residential parcels not included in the 2018 DWR dataset
- Parcels inside and outside the agency boundary meeting residential classifications
- Previously misclassified parcels
- Residential parcels with minimal irrigated area that now have residential meters

The updated parcel information will be incorporated into a new GIS layer within WaterView and accessible to District staff as part of an official submittal package to the SWRCB for approval.

Fiscal Impact

The Parcel Measurement Project is being funded through the District's approved operating budget for water-use efficiency compliance and reporting activities.

No additional budget appropriation is requested at this time.

Attachments

1. Landscape Area Measurement (LAM) Update Framework

Staff Report prepared by Evan Ward, Associate Civil Engineer I

Attachment 1 – Landscape Area Measurement (LAM) Update Framework

State Water Board guidelines allow for updates of the 2018 baseline landscape area measurement (LAM) data. In accordance with these guidelines, Eagle Aerial Solutions developed the following methodology to update BCVWD's parcel maps.

Methodology for Estimating LAM Values for New Residential Parcels

Eagle Aerial Solutions will update the following parcel data for BCVWD:

1. **New parcels** not in the 2018 DWR Parcel dataset that meet the DWR residential land use classifications OR have a residential meter on them
    a. Inside the agency boundary
    b. Outside the agency boundary (areas not yet annexed in 2018)
2. **Misclassified parcels** existing in the 2018 DWR dataset that DID NOT have a DWR Residential land use classification but now do have a DWR qualified Residential land use classification
3. **Residential parcels existing in the 2018 DWR dataset** with a Residential classification that have very low to no Irrigated Area but have a Residential meter on them

To assign Landscape Area Measurement (LAM) values to newly developed residential (RES) parcels that do not appear in the 2018 baseline dataset, Eagle Aerial Solutions employs a quantile-based proxy estimation framework augmented with a targeted refinement for large-lot parcels. This allows Eagle Aerial Solutions to produce statistically consistent, scalable LAM estimates without requiring manual measurement or costly remote sensing.

1. **Create Parcel-Size Cohorts (Quantile + Upper-Tail Refinement)**

    Eagle Aerial Solutions began by generating parcel-size quantiles for the majority of existing RES parcels, creating equal-frequency stratification bins that group parcels with similar lot sizes.

    Because parcel size is highly skewed—particularly at the upper end of the distribution—Eagle Aerial Solutions then applied a targeted refinement for the upper tail. Specifically, after forming the initial quantile bins, Eagle Aerial Solutions manually subdivided the largest parcel-size segment(s) to create additional cohorts.

This refinement provides:

- Better resolution among unusually large or outlier parcels
- More accurate LAM estimation for parcel classes whose landscape characteristics diverge from the general RES population
- Improved model fidelity for districts with heterogeneous residential development patterns

The resulting set of parcel-size cohorts balances statistical rigor with practical modeling sensitivity.

2. **Calculate Representative LAM Values per Cohort**

   For each parcel-size cohort (including the refined upper-tail segments), Eagle Aerial Solutions computed the average LAM component values:

- II — Irrigable Irrigated Area
- INI — Irrigable Not-Irrigated Area
- NI — Not-Irrigable Area

These cohort-level averages form a set of reference LAM profiles that characterize landscape allocation patterns for parcels of comparable size.

3. **Map New Parcels to the Appropriate Cohort**

   Each new RES parcel is assigned to the cohort whose parcel-size range it falls within. The manually refined upper-tail cohorts ensure appropriate classification for large-lot parcels that would otherwise be overgeneralized in a pure quantile model.

4. **Inherit Cohort-Level Baseline LAM Values**

   Once matched, each new parcel inherits the representative LAM profile (II, INI, NI values) for its assigned cohort. This approach yields:

- Consistent and reproducible estimates
- Statistical alignment with real-world parcel patterns
- A scalable method suitable for annual updates

This process provides a defensible, data-driven approximation of baseline LAM values in the absence of parcel-specific measurements.

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

MINUTES OF SPECIAL MEETING – ENGINEERING WORKSHOP OF THE BOARD OF DIRECTORS
Tuesday, February 24, 2026 at 6:00 p.m.

Meeting held at 560 Magnolia Ave., Beaumont, CA
pursuant to California Government Code Section 54950 et. seq.

Call to Order: *President Williams opened the meeting at 6:04 p.m.*
Pledge of Allegiance was led by Director Hoffman.
Invocation was given by President Williams.

Announcement and Verification of Remote Meeting Participation
Director Slawson attended the meeting via teleconference under the Just Cause provision pursuant to Government Code 54953.8

Roll Call:

Directors present:	Covington, Hoffman, Slawson, Williams
Directors absent:	Ramirez
Staff present:	General Manager Dan Jaggers Director of Engineering Mark Swanson Director of Finance and Administration Sylvia Molina Director of IT and Cybersecurity Robert Rasha Director of Operations James Bean Human Resources and Risk Manager Ren Berioso Associate Civil Engineer Evan Ward Engineering Assistant Khalid Sebai Executive Assistant Lynda Kerney
Legal Counsel	Steven Flower

Members of the public who registered their attendance or appeared online: Larry Smith, Dr. Blair Ball.

Public Comment:
Larry Smith of the San Gorgonio Pass Water Agency (SGPWA) explained the significance of the upcoming election for the special district seat on the Riverside Local Agency Formation Commission, and the need for representation from the Pass area. Mr. Jaggers noted that Mr. Smith had indicated interest in representing the region if support was offered.

1. **Adjustments to the Agenda:** None.

2. **California Environmental Quality Act Notice of Exemption for Installation of 54 Linear Feet of 16-inch Ductile Iron Pipe for the Brookside Avenue Heli-Hydrant Water System Connection Project (APN 404-010-016)**

Director of Engineering Mark Swanson presented a Notice of Exemption (NOE) for installation of approximately 54 linear feet of pipeline for the heli-hydrant project. This action pertains only to the short pipeline extension intended to serve a future District well site, and the SGPWA has already completed California Environmental Quality Act (CEQA) review for the primary hydrant facility and system connection. The limited scope of work occurs within a previously disturbed area and qualifies as a categorical exemption, he said.

Director Covington inquired about next steps following CEQA approval. Swanson explained that subsequent actions would include finalizing the cost-sharing agreement with the SGPWA, securing an easement for the pipeline improvements, and pursuing a future grant deed for the well site. Swanson also outlined the anticipated timeline, indicating a goal of returning with agreements in March and coordinating construction during spring break to minimize impacts to nearby schools.

The Board accepted the findings of staff that the installation of approximately 54 linear feet (LF) of 16-inch ductile iron pipe extending from the proposed heli-hydrant connection toward a future well site on APN 404-010-016 is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), and directed staff to file a Notice of Exemption with the Riverside County Clerk-Recorder by the following roll-call vote:

MOVED: Hoffman	SECONDED: Covington	APPROVED 4-0
AYES:	Covington, Hoffman, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Ramirez	

3. Parcel Measurement Project Update – Eagle Aerial Solutions

General Manager Jaggers explained that the Eagle Aerial effort is intended to address discrepancies in the State's Urban Water Use Objective calculations, which rely on outdated 2018 parcel data. Jaggers noted that the District has experienced significant growth since that time, with thousands of new or misclassified parcels not accurately reflected in the State's dataset, resulting in an apparent exceedance of the District's assigned water use budget. He stated that the District believes it is much closer to compliance than current State calculations indicate and is working to correct the underlying data.

Director of Engineering Swanson provided a detailed overview of the technical issues and described how parcels built after 2018 or those initially lacking landscaping were often categorized incorrectly, leading to underestimation of allowable water use. Swanson reported that Eagle Aerial Solutions has begun identifying new and misclassified parcels and has already analyzed a substantial portion of the dataset, with thousands more requiring review. He emphasized that this process involves detailed, parcel-by-parcel validation.

Swanson further described the GIS-based "WaterView" platform provided by Eagle Aerial, which allows staff to visualize water use patterns across the District. The system compares actual consumption to calculated allocations and displays results

using a color-coded map, enabling staff to identify areas of higher water use and potential inefficiencies. He noted that while the tool is still being refined, it represents a significant advancement in the District's ability to understand and manage compliance with State mandates.

Jaggers explained that although the District is currently reported as exceeding its water use target, this is largely a function of incomplete data rather than actual overuse. Staff is preparing a comprehensive submittal to the State to update parcel information and correct misclassifications, and he expressed cautious optimism that the District will be able to eliminate or significantly reduce the reported deficit. He also noted that the current reporting period is effectively a transition year, with no penalties imposed, but emphasized that future compliance requirements will become more stringent.

Jaggers also highlighted the broader regulatory context, noting that State-imposed reductions in allowable indoor water use will continue over time, further tightening overall water budgets. He discussed the interaction between conservation mandates and recycled water planning, explaining that reduced indoor water use may decrease wastewater flows, thereby limiting the availability of recycled water supplies even as the State encourages expanded reuse. He described this as a conflicting policy dynamic that may have long-term implications for water supply planning.

Director Covington asked whether the use of recycled water provides any benefit under the State's framework. Jaggers responded that recycled water used for irrigation is treated more favorably in the calculations, as it is not subject to the same landscape efficiency reductions as potable water; however, Swanson noted that the District currently lacks dual-plumbed residential systems that would allow widespread use of recycled water for landscape irrigation.

Director Hoffman raised concerns about visible excessive irrigation and runoff, and asked whether the District has authority to address such situations. Jaggers responded that State requirements will increasingly push agencies toward enforcement roles, but emphasized that the District's current approach is focused on education and outreach. Director of Finance and Administration Sylvia Molina added that the District already implements a notification program, including field verification, property tagging, and follow-up letters, and is exploring ways to integrate Eagle Aerial data and advanced metering information to better identify and address high water use.

Director Williams asked several questions regarding the interpretation of landscape data, ownership and long-term accessibility of the GIS platform, and the relationship between reduced consumption targets and system operations. Swanson clarified the distinction between correcting parcel classifications and managing customer usage. Jaggers noted that the GIS platform is proprietary to Eagle Aerial, although underlying data can be retained by the District, and that ongoing updates will likely be necessary as development continues. In response to questions about emergency water use, staff clarified that State compliance is based on metered consumption and does not include unmetered uses such as firefighting.

Staff emphasized that the District's primary objective is to correct the State's dataset to accurately reflect existing development and to position the District for compliance as regulations evolve.

4. Consider Correspondence re: Making Conservation a California Way of Life Regulations - Legislative Advocacy and Statutory Clarification Request

General Manager Jaggers presented a draft legislative advocacy letter regarding the State's "Making Conservation a California Way of Life" regulations, noting that the item originated from prior Board direction to engage on the issue. Jaggers explained that staff had prepared a draft letter outlining concerns with the regulatory framework but recommended pausing before transmitting it in order to better understand the District's position as additional data becomes available through the Eagle Aerial analysis.

Director of Engineering Mark Swanson stated that while the draft letter identifies valid concerns, including the need for greater flexibility and clarification from the State, it may be premature to proceed. He explained that ongoing parcel data analysis could significantly improve the District's compliance position, and that it would be beneficial to evaluate the results of that work before advancing formal advocacy. Swanson also noted that many agencies are facing similar challenges, and broader industry response may develop as implementation progresses.

Jaggers added that, based on discussions with Eagle Aerial Solutions, the District is not alone in appearing out of compliance under the current State calculations, and that many agencies are performing worse relative to their assigned targets. He indicated that BCVWD's recent growth and newer development patterns may ultimately position the District more favorably once data corrections are complete. He further explained that future regulatory milestones, including incorporation of commercial, industrial, and institutional water use and additional reductions in indoor water use standards, may present more significant challenges and could warrant future advocacy.

Director Covington asked whether the intent was for the letter to be issued solely by the District or as part of a broader, multi-agency effort. Swanson responded that while collaboration with other agencies would be desirable, staff has not yet coordinated with regional partners and would need to better understand shared concerns before pursuing a joint approach. Covington expressed support for advocacy efforts but noted skepticism that such correspondence would result in meaningful changes at the State level. He suggested that legal challenges may ultimately be necessary to address regulatory overreach and indicated a willingness to support such efforts if warranted.

Director Slawson expressed support for continued communication with the State, stating that it is important to document concerns and maintain engagement even if immediate results are uncertain. Director Williams concurred with staff's recommendation to pause, indicating that it would be prudent to evaluate the outcome of the Eagle Aerial analysis and monitor actions by other agencies before proceeding with formal correspondence. She also expressed concern regarding the practicality of the regulations and their alignment with real-world conditions.

In response to a follow-up question from Director Covington regarding prior District correspondence, staff indicated they did not recall receiving formal responses from the State to earlier comment letters. Jaggers noted that while extensive testimony had been provided by multiple agencies during the regulatory development process, most concerns were not incorporated into the final regulations, reflecting the State's broader policy direction.

Staff emphasized that the draft letter remains available and can be refined or advanced at a later date as the District's position becomes clearer. The Board reached consensus to defer action on the correspondence and revisit the item following further analysis and regional developments.

5. **Nominations for California Special Districts Association Board of Directors, Southern Network Seat C**
   No nomination was made. President Williams suggested staff bring the item back to a future meeting for consideration by Director Ramirez.

6. **Topic List for Future Meetings:**

	Item requested	Date of request	Requester
1	Update on Grand Avenue pipeline project	1/22/26	Covington
2	Revisit the LAFCO election nomination / ballot	2/24/26	Slawson

7. **Announcements**
   President Williams called attention to the following announcements:
   - ~~Engineering Workshop: Thursday, Feb. 26 at 6:00~~ p.m. CANCELED
   - Finance & Audit Committee Meeting: Thursday, Mar. 5 at 3 p.m.
   - Regular Board Meeting: Wednesday, Mar. 11 at 6:00 p.m.
   - Personnel Committee: Tuesday, Mar. 17 at 5:30 p.m.
   - San Gorgonio Pass Regional Water Alliance: Wednesday, Mar. 25 at 5 p.m.
   - Engineering Workshop: Thursday, Mar. 26 at 6:00 p.m.
   - Beaumont Basin Watermaster Committee: Wednesday, Apr. 1 at 11 a.m.
   - Collaborative Agencies Committee: Wednesday, Apr. 1 at 5 p.m.

8. **Recessed to Closed Session: 7:20 p.m.**
   President Williams announced the following Closed Session items:

   a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   To which the District is a party pursuant to GC Section 54956.9(d)(1):
   Draper 26, LLC vs Beaumont-Cherry Valley Water District
   Riverside County Superior Court, Case no. CVR12406726

   b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to California Government Code Section 54956.8
   Property: APN 407-170-008 and 407-170-029
   Agency Negotiator: Dan Jaggers, General Manager
   Under Negotiation: Price and terms of payment

   c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to California Government Code Section 54956.8
   Property: APN 407-150-016
   Agency Negotiator: Dan Jaggers, General Manager
   Under Negotiation: Price and terms of payment

Reconvene in Open Session: 7:27 p.m.

9. Report on Action Taken During Closed Session

President Williams announced there was no reportable action taken in Closed Session.

10. Adjournment

President Williams adjourned the meeting at 7:27 p.m.

ATTEST:

Director Lona Williams, President
to the Board of Directors of the
Beaumont-Cherry Valley Water District

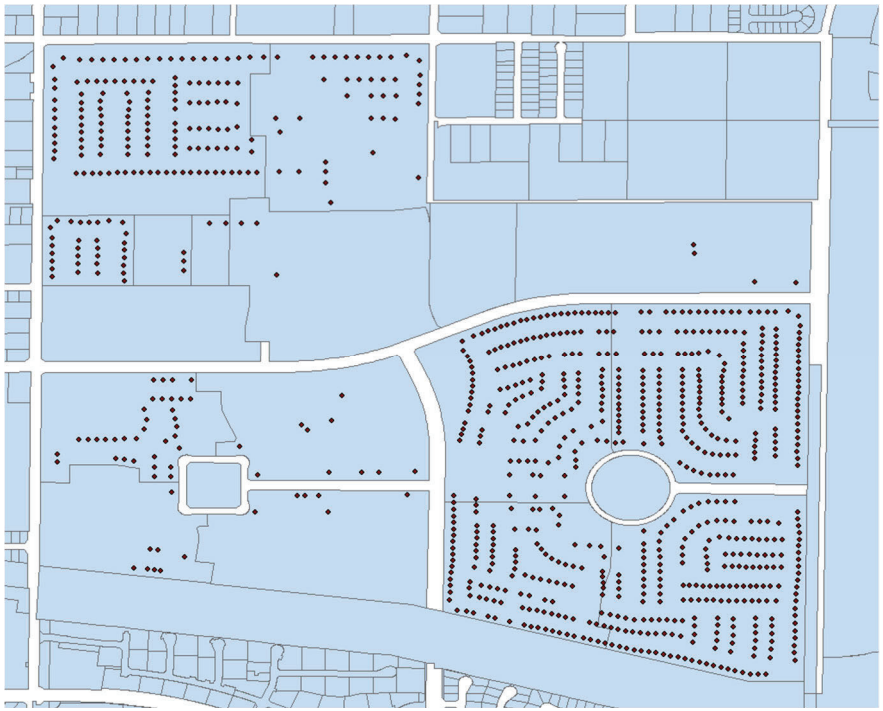
Director David Hoffman, Secretary
to the Board of Directors of the
Beaumont-Cherry Valley Water District

BEAUMONT-CHERRY VALLEY WATER DISTRICT | ENGINEERING

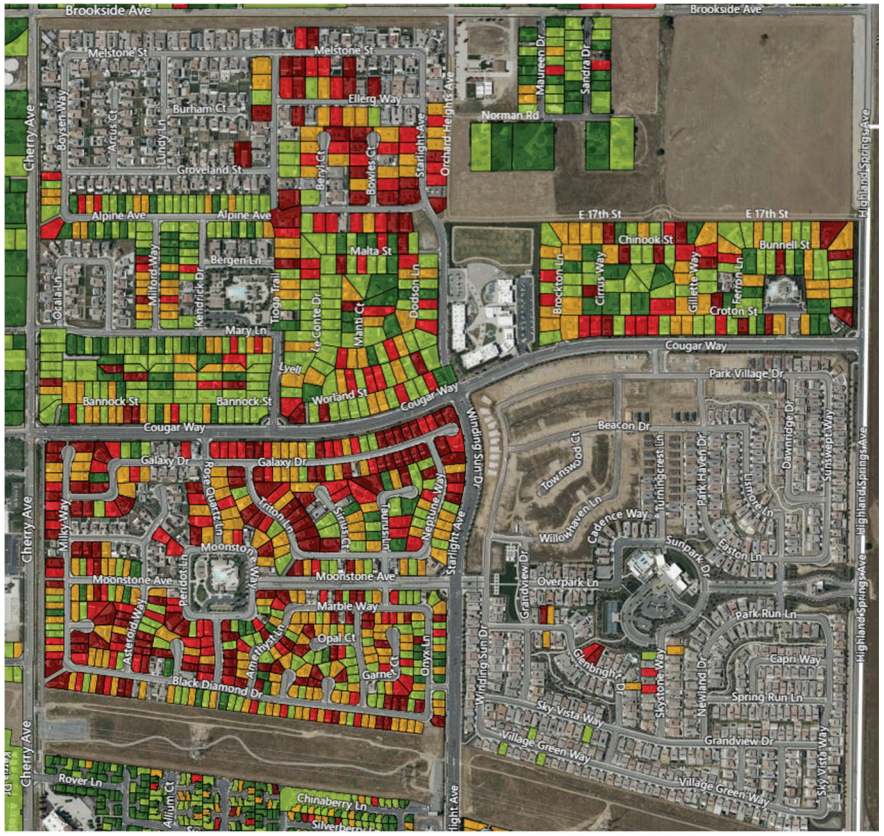
NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 01 of 09

EAGLE AERIAL • NEW PARCELS (GIS)



WATERVIEW • EXISTING DISPLAY



Review note Side-by-side visual reference; screenshots do not independently establish State acceptance or final II-area credit.

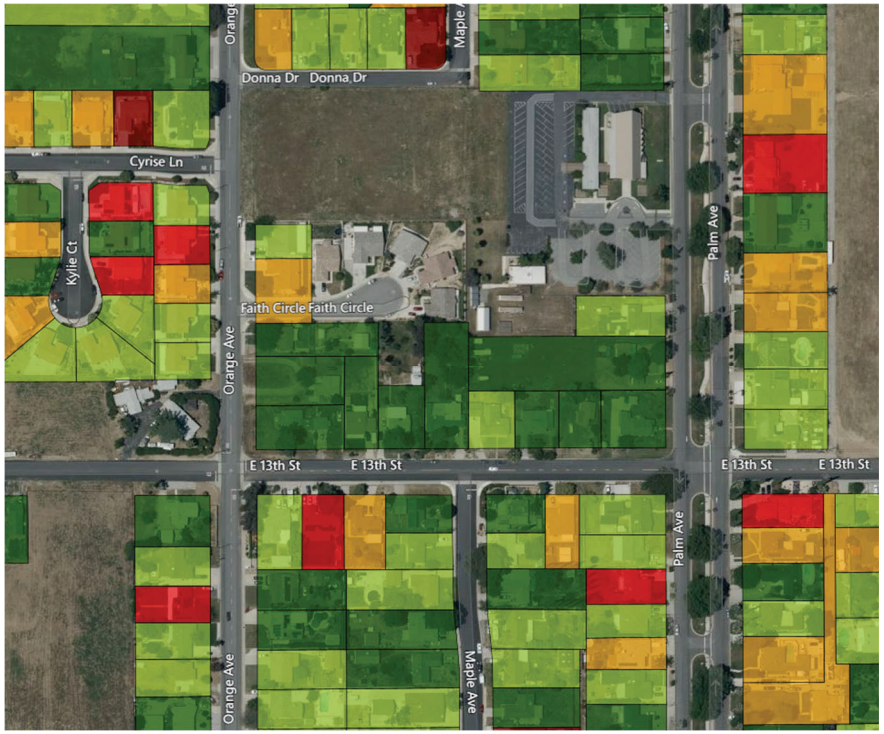
NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 02 of 09

EAGLE AERIAL • NEW PARCELS (GIS)



WATERVIEW • EXISTING DISPLAY



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NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 03 of 09

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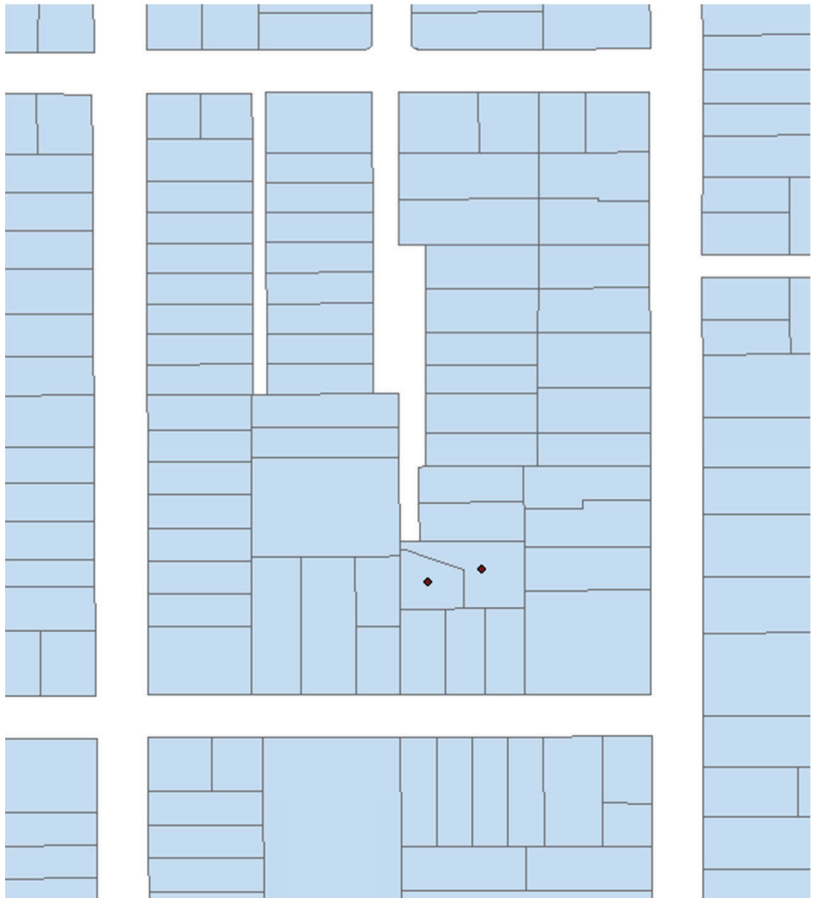

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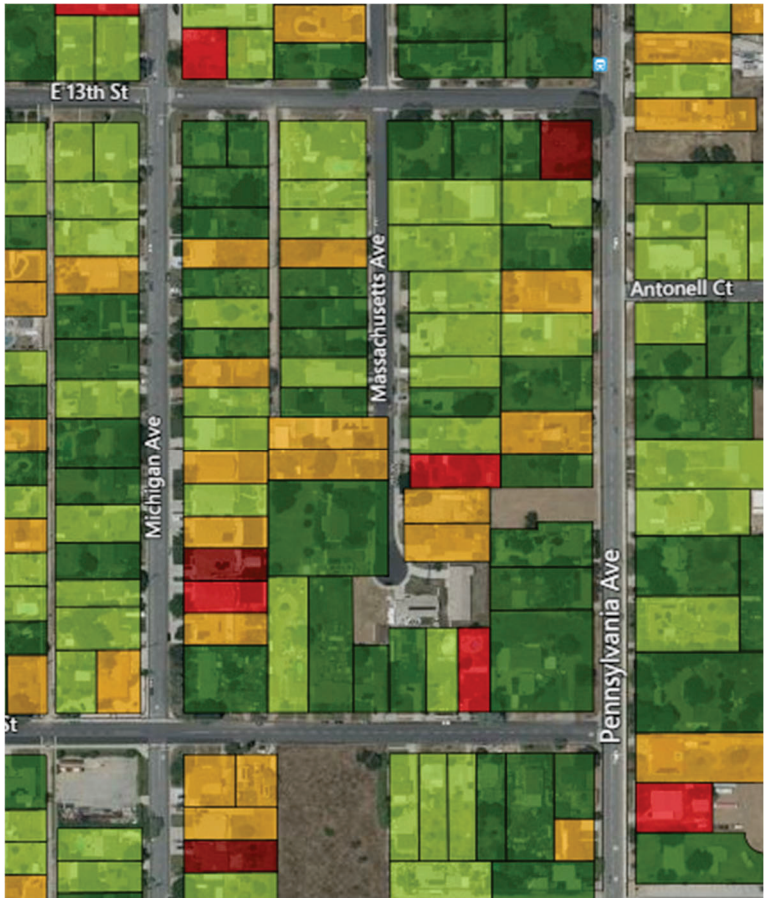

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NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 04 of 09

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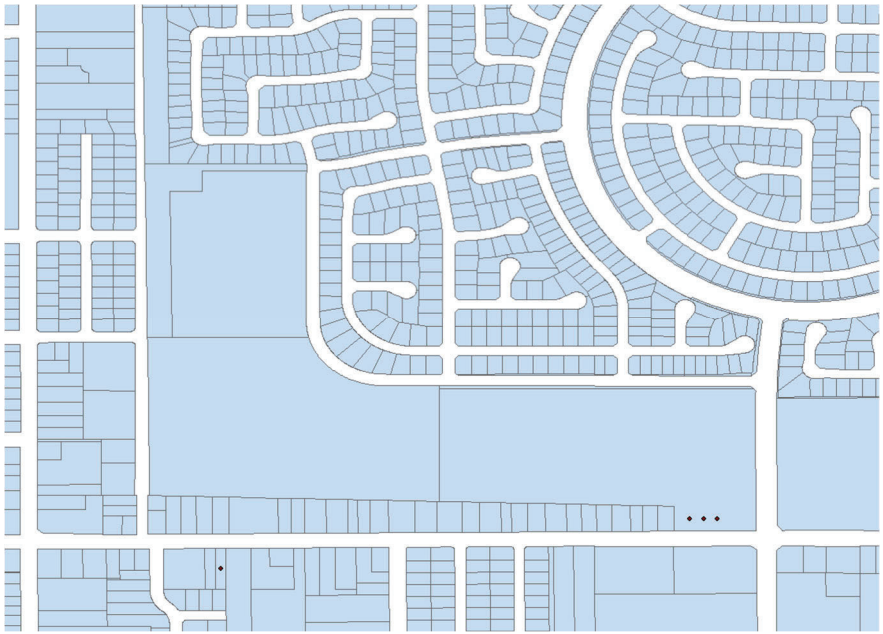

WATERVIEW • EXISTING DISPLAY



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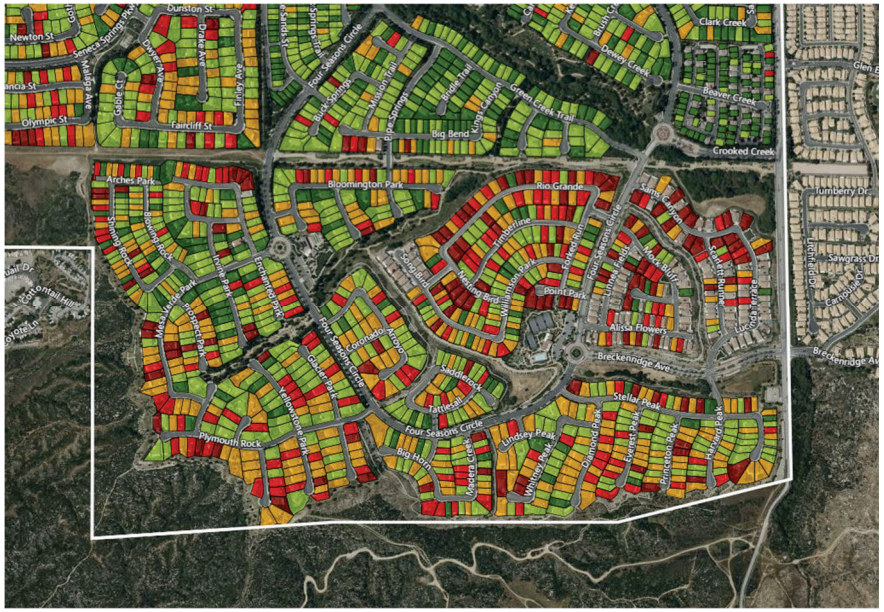
NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 05 of 09

EAGLE AERIAL • NEW PARCELS (GIS)



WATERVIEW • EXISTING DISPLAY



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NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 06 of 09

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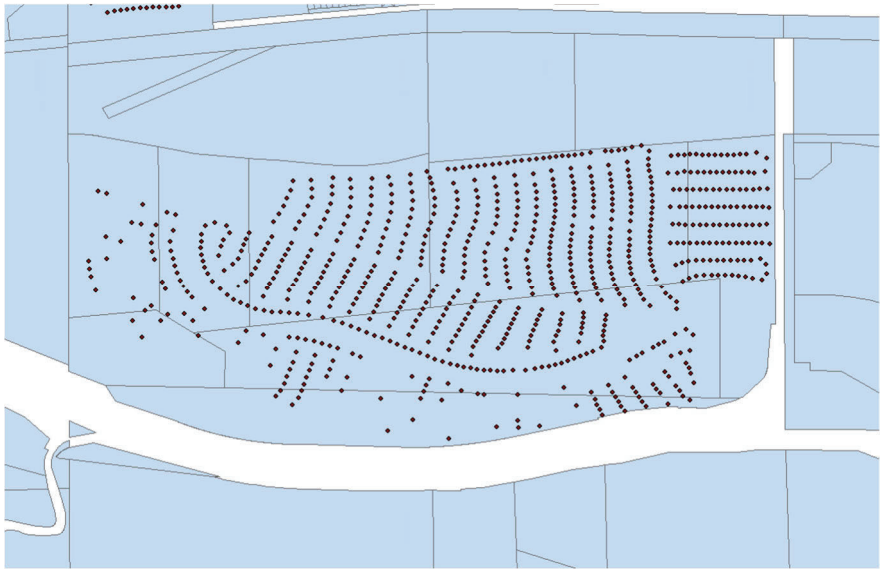

WATERVIEW • EXISTING DISPLAY



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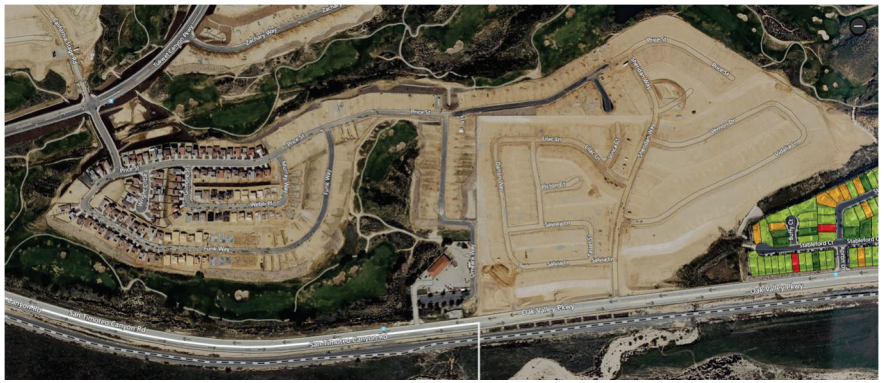
NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 07 of 09

EAGLE AERIAL • NEW PARCELS (GIS)



WATERVIEW • EXISTING DISPLAY



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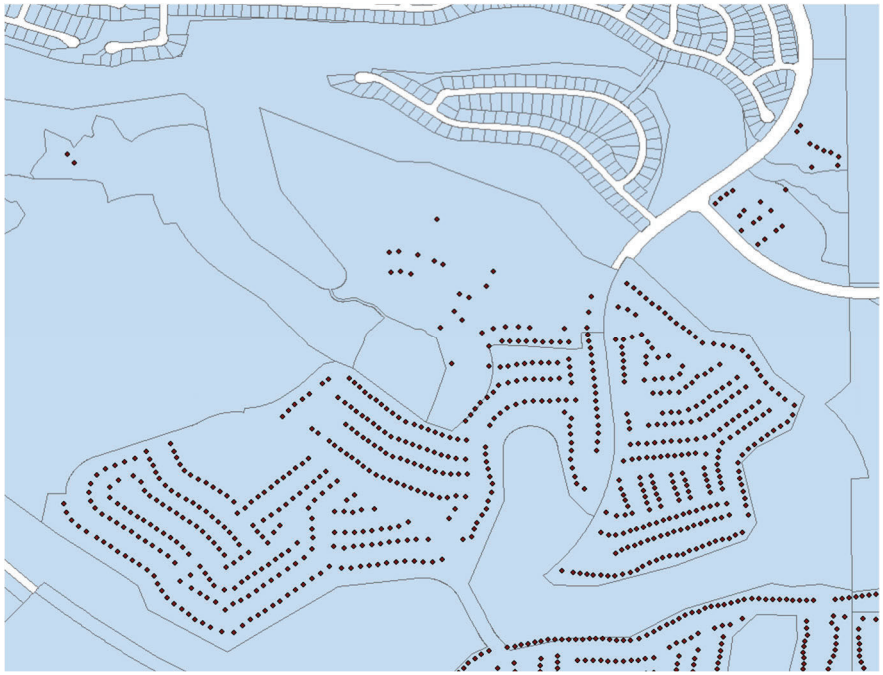
NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 08 of 09

EAGLE AERIAL • NEW PARCELS (GIS)



WATERVIEW • EXISTING DISPLAY

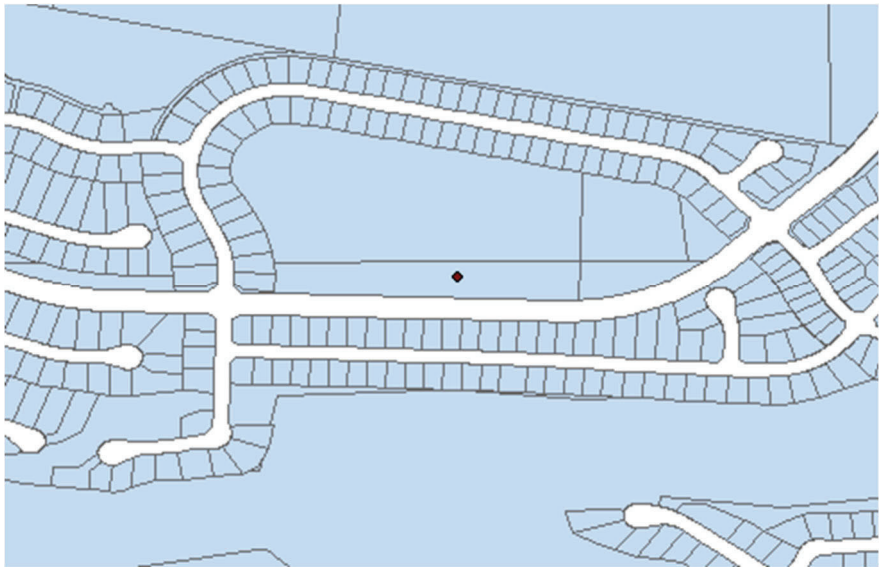


Review note Side-by-side visual reference; screenshots do not independently establish State acceptance or final II-area credit.

NEW DEVELOPMENT PARCELS | GIS & WATERVIEW COMPARISON

Comparison 09 of 09

EAGLE AERIAL • NEW PARCELS (GIS)



WATERVIEW • EXISTING DISPLAY



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Beaumont-Cherry Valley Water District
Regular Board Meeting
November 19, 2026

Item 6

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: **Resolution 2026-__ Adopting District Mission Statement**

Staff Recommendation

1. Review, discuss, and finalize the draft District Mission Statement developed during the Board training session October 23-24, 2026.
2. Adopt the Mission Statement as finalized by the Board, and/or direct staff as desired.

Executive Summary

As part of its recent Board training and development program, the Board of Directors participated in an exercise to develop a mission statement. The resulting draft is presented for further discussion, refinement, and formal adoption by the Board:

"The District's mission is to provide the community and the Pass area with safe, reliable water now and in the future."

The District is currently preparing its Fiscal Year 2027 Operating Budget, which provides an opportunity to incorporate the Board's newly established mission statement into a foundational District planning document. Formal adoption will also establish a clear distinction between the District's Board-approved mission and other organizational goals, priorities, or messaging developed administratively to support District operations.

Background

Establishing the District's mission and strategic direction is a fundamental responsibility of the elected Board of Directors. The California Special Districts Association (CSDA), in its *Special District Board Member Handbook*[1], identifies setting the direction of the district as a primary Board responsibility, specifically including the establishment of its mission and vision. The Institute for Local Government (ILG) similarly distinguishes the policy-setting responsibilities of elected officials from the implementation responsibilities of professional staff[2].

A mission statement articulates the District's purpose and establishes the foundation for policy development, strategic planning, resource allocation, and organizational accountability. While staff may assist in developing language and implementing the District's mission, the statement should ultimately reflect the collective priorities and direction of the Board.

Staff Report prepared by Lynda Kerney, Executive Assistant

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[1] CSDA, *Special District Board Member Handbook* (2020), p. 10, "Setting Direction."

[2] Institute for Local Government, *Working with Staff*, "The Division of Roles Between Elected Officials and Staff" (December 28, 2011).

RESOLUTION 2026-__

A RESOLUTION OF THE BOARD OF DIRECTORS BEAUMONT-CHERRY VALLEY WATER DISTRICT ADOPTNG THE DISTRICT'S MISSION STATEMENT

WHEREAS, the Beaumont-Cherry Valley Water District is committed to providing safe, reliable, and cost-effective services to the community it serves; and

WHEREAS, the Board of Directors recognizes the importance of maintaining a clear, concise mission statement that reflects the District's values, priorities, and commitment to public service; and

WHEREAS, the Board participated in a visioning session and prepared a mission statement to align with current organizational goals, community expectations and industry best practices; and,

WHEREAS, the Board of Directors has reviewed the proposed mission statement and finds it accurately represents the District's purpose and strategic direction,

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Beaumont-Cherry Valley Water District hereby formally adopts the following mission statement:

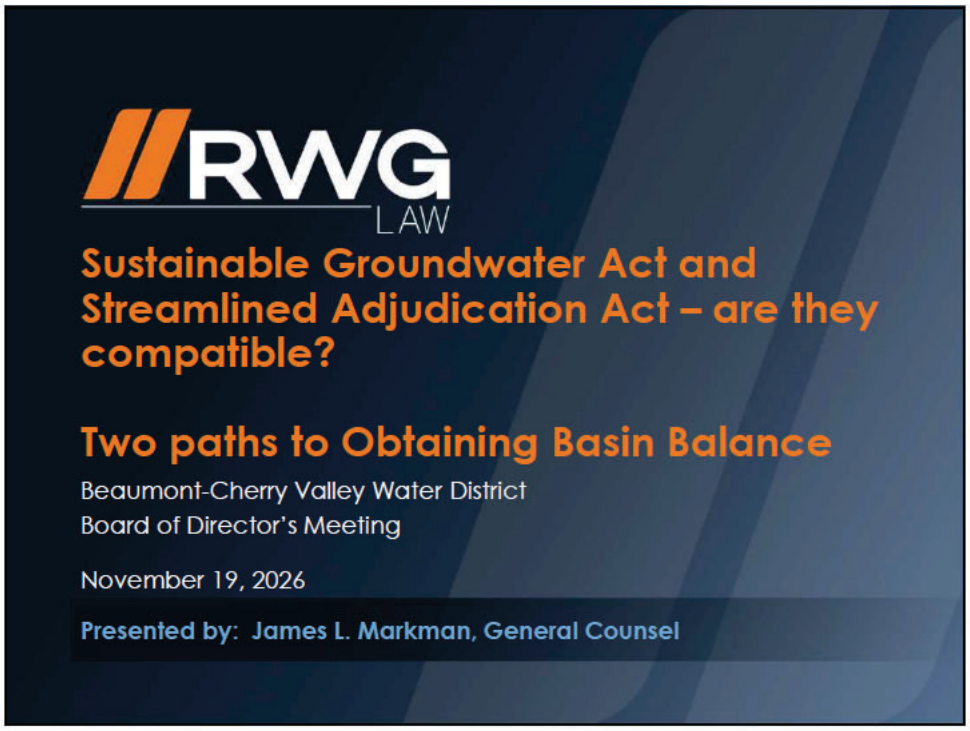
BE IT FURTHER RESOLVED that this mission statement shall be incorporated into appropriate District documents, publications, and communication materials, and shal guide the District's operations, planning, and decision-making.

ADOPTED this _____ day of _____, _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Director Lona Wiliams, President of the Board of Directors of the Beaumont-Cherry Valley Water District	Director David Hoffman, Secretary to the Board of Directors of the Beaumont-Cherry Valley Water District


RWG LAW
Sustainable Groundwater Act and Streamlined Adjudication Act – are they compatible?
Two paths to Obtaining Basin Balance
Beaumont-Cherry Valley Water District
Board of Director's Meeting
November 19, 2026
Presented by: James L. Markman, General Counsel

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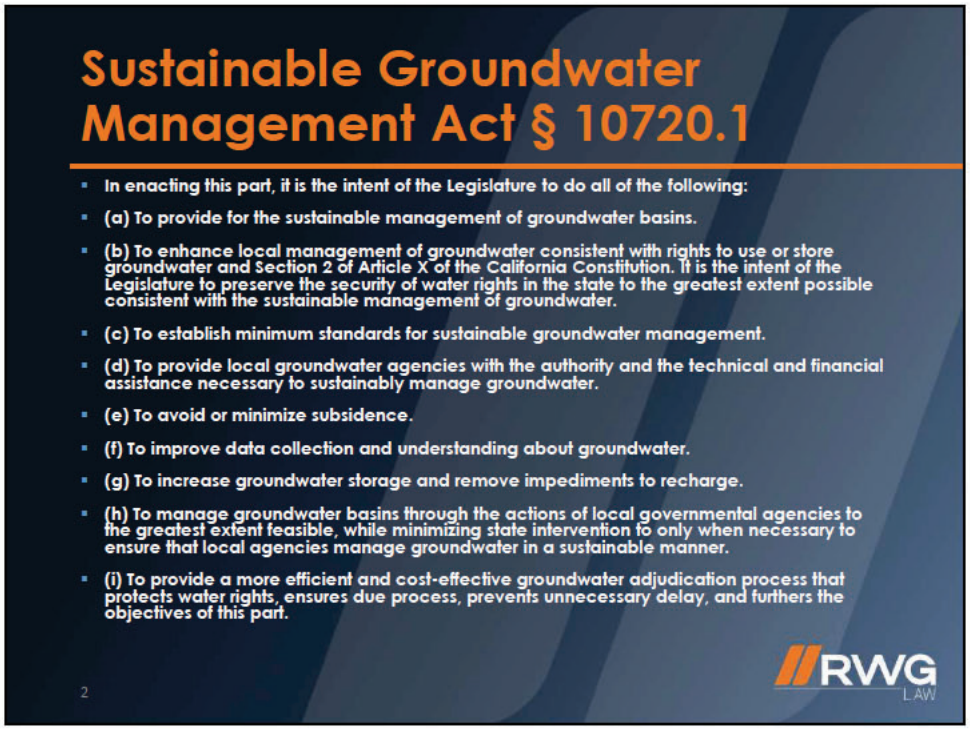
Sustainable Groundwater Management Act § 10720.1
In enacting this part, it is the intent of the Legislature to do all of the following:
(a) To provide for the sustainable management of groundwater basins.
(b) To enhance local management of groundwater consistent with rights to use or store groundwater and Section 2 of Article X of the California Constitution. It is the intent of the Legislature to preserve the security of water rights in the state to the greatest extent possible consistent with the sustainable management of groundwater.
(c) To establish minimum standards for sustainable groundwater management.
(d) To provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater.
(e) To avoid or minimize subsidence.
(f) To improve data collection and understanding about groundwater.
(g) To increase groundwater storage and remove impediments to recharge.
(h) To manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible, while minimizing state intervention to only when necessary to ensure that local agencies manage groundwater in a sustainable manner.
(i) To provide a more efficient and cost-effective groundwater adjudication process that protects water rights, ensures due process, prevents unnecessary delay, and furthers the objectives of this part.
2
RWG LAW

2

Federal and State Water Rights Determination

- SGMA § 10720.3(c) – note Federal priority.
- § 10720.5- SGMA Agency allocates water, but cannot officially determine water rights.
- Practical import on pumping allocation?
  - Any objecting parties can seek to adjudicate rights.
  - And, they always claim the SGMA agency allocations violates their water rights.

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10720.7 – Application of Law

- (a)(1) By January 31, 2020, all basins designated as high- or medium-priority basins by the department that have been designated in Bulletin 118, as it may be updated or revised on or before January 1, 2017, as basins that are subject to critical conditions of overdraft shall be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans pursuant to this part.
- (2) By January 31, 2022, all basins designated as high- or medium-priority basins by the department that are not subject to paragraph (1) shall be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans pursuant to this part.
- (b) The Legislature encourages and authorizes basins designated as low- and very low priority basins by the department to be managed under groundwater sustainability plans pursuant to this part. Chapter 11 (commencing with Section 10735) does not apply to a basin designated as a low- or very low priority basin.
- Note – adjudicated Basins are left out, including Beaumont Basin.

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Who can be on the Board of Directors of a SGMA Agency?

- **Becoming a Groundwater Agency:**
- **§10723 – Representatives from "local agencies" overlying Basin.**
  - §10721(n) – "Local agency" means a local public agency that has water supply, water management, or land use responsibilities within a groundwater basin.
  - **Example – Indian Wells Basin**
    - 3 counties (Kern, Inyo and San Bernardino)
    - Indian Wells Valley Water District
    - City of Ridgecrest
    - U.S. Navy
    - Note – no water producers.

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Code Requirement for Groundwater Sustainability Implementation Plan

- **§10727.2 Contents of Plan (a)(1)-(b)(2)**
- **(a) A description of the physical setting and characteristics of the aquifer system underlying the basin that includes the following:**
- **(1) Historical data, to the extent available.**
- **(2) Groundwater levels, groundwater quality, subsidence, and groundwater-surface water interaction.**
- **(3) A general discussion of historical and projected water demands and supplies.**
- **(4) A map that details the area of the basin and the boundaries of the groundwater sustainability agencies that overlie the basin that have or are developing groundwater sustainability plans.**
- **(5) A map identifying existing and potential recharge areas for the basin. The map or maps shall identify the existing recharge areas that substantially contribute to the replenishment of the groundwater basin. The map or maps shall be provided to the appropriate local planning agencies after adoption of the groundwater sustainability plan.**
- **(b) (1) Measurable objectives, as well as interim milestones in increments of five years, to achieve the sustainability goal in the basin within 20 years of the implementation of the plan.**
- **(2) A description of how the plan helps meet each objective and how each objective is intended to achieve the sustainability goal for the basin for long-term beneficial uses of groundwater.**

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Plan Adoption

- **§10728.4**
  - A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing, held at least 90 days after providing notice to a city or county within the area of the proposed plan or amendment. The groundwater sustainability agency shall review and consider comments from any city or county that receives notice pursuant to this section and shall consult with a city or county that requests consultation within 30 days of receipt of the notice. Nothing in this section is intended to preclude an agency and a city or county from otherwise consulting or commenting regarding the adoption or amendment of a plan.
- **§10728.6 (CEQA Exemptions)**
  - Plan exempt.
  - Programs to implement the Plan are not exempt.

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Fees and Pump Tax

- **§ 10730 applies to plan adoption.**
  - Prop 26 applies.
- **§ 10730.2 applies to programs.**
- **Prop 218 applies to Prop 26.**

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Review of Plans – §10733- DWR

- **§10733.4 – Plan is submitted to DWR for review and approval.**
  - 2 years to review

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No hearing process in DWR

- **No process to sue DWR if disagreement with approval.**
- **<u>Could be a point</u> of contesting water pumping allocation.**
  - But, no process for DWR is presented in its statutes or regulations.

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§10733.8 - State Evaluation and Assessment

- **§10733.8 – If plan is finally approved, the Department will assess every 5 years.**
  - Note: adjudication becomes a parallel process.

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More plan programs

- §10727.4 - In addition to the requirements of Section 10727.2, a groundwater sustainability plan shall include, where appropriate and in collaboration with the appropriate local agencies, all of the following:
- (a) Control of saline water intrusion.
- (b) Wellhead protection areas and recharge areas.
- (c) Migration of contaminated groundwater.
- (d) A well abandonment and well destruction program.
- (e) Replenishment of groundwater extractions.
- (f) Activities implementing, opportunities for, and removing impediments to, conjunctive use or underground storage.
- (g) Well construction policies.
- (h) Measures addressing groundwater contamination cleanup, groundwater recharge, in-lieu use, diversions to storage, conservation, water recycling, conveyance, and extraction projects.
- (i) Efficient water management practices, as defined in Section 10902, for the delivery of water and water conservation methods to improve the efficiency of water use.
- (j) Efforts to develop relationships with state and federal regulatory agencies.
- (k) Processes to review land use plans and efforts to coordinate with land use planning agencies to assess activities that potentially create risks to groundwater quality or quantity.
- (l) Impacts on groundwater dependent ecosystems.
- Note: Production reduction or "Rampdown" is key.

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Powers and Authorities Section 10726.6

- If Agency filed – 30 days
- If another party files a reverse validation – 60 days
- 1st – wait 180 days after Plan adoption
- Note: Validation judgment is good against the worst
- Also, if there is no validation action, Plan is immunized forever.
  - But, does adjudication replace SGMA if water rights determination differ from production allocation in SGMA plan?

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Determination of Water Rights

- Determination of water rights by adjudication §10737.
- But, what if DWR approves Plan and, in doing so, makes many scientific conditions?
  - SAFE YIELD of basin is a key battleground issue

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California C.C.P. §830 – Streamlined Adjudication Act

- (a) This chapter establishes methods and procedures for a comprehensive adjudication.
- (b) This chapter shall be applied and interpreted consistently with all of the following:
- (1) Protecting water rights consistent with Section 2 of Article X of the California Constitution.
- (2) Conducting a comprehensive adjudication in a manner that promotes efficiency, reduces unnecessary delays, and provides due process.
- (3) Encouraging the compromise and settlement of comprehensive adjudications.
- (4) Conducting a comprehensive adjudication in a manner that is consistent with the achievement of groundwater sustainability within the timeframes of the Sustainable Groundwater Management Act.
- (5) Establishing procedures by which courts may conduct comprehensive determinations of all rights and priorities to groundwater in a basin.
- (6) Providing for the conduct of a comprehensive adjudication consistent with Winters v. United States (1908) 207 U.S. 564, the McCarran Amendment (codified at 43 U.S.C. Sec. 666), and any other federal laws regarding the determination of federal or tribal water rights, as applicable.
- (7) Providing notice and due process sufficient to enable a court in a comprehensive adjudication conducted pursuant to this chapter to determine and establish the priority for unexercised water rights. The court may consider applying the principles established in In re Waters of Long Valley Creek Stream System (1979) 25 Cal.3d 339. Except as provided in this paragraph, this chapter shall not alter groundwater rights or the law concerning groundwater rights.
- (c) The other provisions of this code apply to procedures in a comprehensive adjudication to the extent they do not conflict with the provisions of this chapter.

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Determination of Rights to Groundwater

- §1037.2 – Language in every case filed which confronts issues – what prevails, approval of sustainable yield, under SGMA or in Court proceeding.
- Has all effort, time and money by G.A. and DWR been wasted if physical and scientific SGMA determination are not in sync with action of a trial in an adjudication?
- Disapprovers of Plan and adopts a different physical solutions?

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Procedures of Conflict based on Section 10737.4

- DWR reviews stipulated judgment and provides input to court.
- That court decision derived after SGMA agency and DWR provide their input may be reviewable by the court.

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Any questions?

Thank you for your participation!

James L. Markman
JMarkman@rwglaw.com

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