



**BEAUMONT CHERRY VALLEY WATER DISTRICT  
AGENDA  
MEETING OF THE PERSONNEL COMMITTEE  
Wednesday, February 18, 2009 at 3:30 PM  
560 Magnolia Avenue, Beaumont, CA 92223**

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**CALL TO ORDER, ROLL CALL**

**PUBLIC INPUT**

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

**1. APPROVAL OF MINUTES**

Minutes of January 6, 2009\*\*

**2. CURRENT MEMORANDUM OF UNDERSTANDING -  
MODIFICATIONS REQUESTED BY THE EMPLOYEE ASSOCIATION\*\***

Review and Discuss

**ADJOURNMENT**

\*\* Information included in the agenda packet

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

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

**RECORD OF THE MINUTES OF THE  
PERSONNEL COMMITTEE MEETING  
January 6, 2009**

**CALL TO ORDER, ROLL CALL**

Member Parks called the meeting to order at 9:00 a.m., 560 Magnolia Avenue, Beaumont, California. Directors Parks and Ross were present at this meeting. Also present at this meeting were Assistant General Manager, Anthony Lara and Executive Assistant/Recording Secretary, Blanca Marin.

**PUBLIC INPUT**

Assistant General Manager, Anthony Lara invited Shirleyjean Heyne to address the Committee. Ms. Heyne, a resident of Cherry Valley, spoke against the education expenses that are being paid for some employees. She indicated that these cases are an example of nepotism and a misuse of ratepayer's money and that the District did not follow the hiring standards that other districts follow. She indicated that in the case of Bryan Wilfley, the District is paying full education and salary. She also indicated that Mr. Salinas is also being paid full education that is not related to his job description. She required an explanation as to why the District is paying Mr. Salinas full education as this is also a misuse of ratepayers' money. She requested that the District stop any further expenses for the education of these two employees.

Assistant General Manager, Anthony Lara invited Luwana Ryan to address the Committee. Ms. Ryan indicated that the District, by paying education for these two selected employees has entered into a discriminatory practice. She referred to the current contract stating that the contract is written in a way that is not good for Mr. Wilfley or the District.

**1. Personnel Committee**

- a. Review and Discuss Documents Requested by the Personnel Committee Regarding Education Expenses for the Months of September through November of 2008.

Member Ross indicated that included in the agenda was information related to the school that Bryan is currently attending. However, the Committee had requested that the employee provide letter grades in order to be reimbursed. Member Ross questioned Mr. Wilfley about whether he had turned in his grades to someone before any reimbursement request. Mr. Wilfley indicated that he had a "verbal agreement" with the General Manager and for the past year he had not turned in any grades. Member Ross questioned Mr. Wilfley as whether or not he had used his father's credit card to purchase school supplies. Mr. Wilfley indicated that that he only used his father's credit card once and that this transaction was approved by the General Manager.

Member Ross indicated that he had reviewed Bryan Wilfley's personnel file and that no education information such as letter grades was included in his file.

Discussion followed as to whether or not presenting letter grade information was personal information pertaining only to the employee and whether or not the information provided at the meeting was the only information that the public and the Committee would be allowed to review. The Committee also commented that the employee be responsible to pay for his own parking fees. The Committee recommended that the MOU and Bryan Wilfley's Contract be revisited in a near future.

Member Ross indicated that the General Manager, by providing education to these employees over-extended his authority.

The Committee recommended that further payment of current and future education expenses be suspended and that invoices be brought to the full board for discussion. The Committee questioned Bryan Wilfley as to whether he reports his education on his W-2.

The Committee further questioned Mr. Wilfley to explain the process of when he request District staff for reimbursement. The Committee briefly discussed whether or not the books belonged to the District or Bryan Wilfley.

On Mr. Salinas's education expenses, Member Parks indicated that the Board had no knowledge of the District paying education for Mr. Salinas's expenses. She explained that Mr. Salinas had no education contract and that approval to pay for his education expenses never came to the Board for approval.

Assistant General Manager, Anthony Lara indicated that in the case of Mr. Salinas, his education expenses were based entirely on the MOU as Mr. Salinas has no education contract with the District. He further indicated that Mr. Salinas has finished his education and that there should be no more education expenses for Mr. Salinas. He indicated that the full board will address this matter in a closed session at the next regular meeting.

## **2. Directors – Observations and Recommendations**

The Committee recommended that any further education benefits be suspended and that the already paid invoices be taken to the full board and be reviewed in closed session.

Discussion followed regarding the possibility that the reason Mr. Wilfley is not providing his grades is because he is not a full time student. The Committee discussed the possibility that the employee while driving the company car to school has been driving with a passenger which would increase the liability insurance in the company vehicle.

Assistant General Manager, Anthony Lara informed the Committee that legal counsel has indicated the education expense should be shown on the W-2 forms.

Members of the public questioned the Committee as to why the District has been paying these two employees for education and salary at the same time. They further commented that these two employees will now face the bad taxes issue.

The Committee addressed the concern about whether or not the District could request full reimbursement of Mr. Salinas's education expenses. The Committee requested that the Personnel Files be updated and that any information related to employees be included in the file.

### **ADJOURNMENT**

Chairman Parks adjourned the meeting at 10:05 a.m.

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Stella Parks, Chairman of the  
Personnel Committee of the  
Beaumont Cherry Valley Water District

# BEAUMONT CHERRY VALLEY WATER DISTRICT

## DIRECTORS

*Dr. Blair Ball*

President

*Stella Parks*

Vice President

*Marquel Dopp*

*Kenneth Ross*

*Ryan Woll*

*C.J. Butcher*

General Manager

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## OFFICERS

*Ryan Woll*

Secretary

*Kenneth Ross*

Treasurer

*Gil Granito*

*Redwine & Sherrill*

General Counsel

February 13, 2009

Personnel Committee Members  
Director Stella Parks & Director Ken Ross  
560 Magnolia Ave  
Beaumont, Ca 92223

RE: Employee negotiations for Successor MOU

Directors Parks and Ross,

We thank you for the commencement of early negotiations. We are eager to work together and hope to achieve an understanding that is fair and productive for all involved.

This year's employee representatives are Chris Williams, James Bean and I, Heidi Martin. We, the negotiating body have met with the employees of BCVWD in January to discuss expectations of the successor MOU. The following lists are items the employees would like to address:

- ◆ Hourly raise increase
- ◆ Definition of Article 15 pertaining to Layoff and Recalls
- ◆ Addition of already existing positions to MOU
- ◆ Change in work week for Field employees

We ask for consideration to add or change additional items as negotiations progress.

Respectfully,



Heidi Martin  
Account Clerk I

cc: Anthony Lara, Asst. General Manager

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BEAUMONT CHERRY VALLEY WATER DISTRICT**

**AND**

**BEAUMONT CHERRY VALLEY WATER DISTRICT  
EMPLOYEE ASSOCIATION**

**2006 – 2008**

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

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

## Article 1

### Recognition

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

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

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

## Article 2

### Management Rights

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

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

### Article 3

#### Employee Rights

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

### Article 4

#### Non Discrimination

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

### Article 5

#### Normal Work Day

Normal work day is defined as eight (8) hours of work plus and unpaid one-half (1/2) hour lunch break followed by fifteen and one-half (15 ½ ) hours of rest for all employees except clerical classifications.

Clerical employees' normal work day shall consist of eight (8) hours of work and one (1) hour unpaid lunch period followed by fifteen (15) hours of rest.

### Article 6

#### Normal Work Week

The normal work week shall consist of 168 consecutive hours beginning at 12:01 A.M. Sunday and ending the following Saturday at 12:00 Midnight.



## Article 7

### Overtime

Employees will be compensated at the rate of time and one-half (regular overtime rate) their standard hourly wage rate for all hours worked in excess of eight (8) in a normal work day. Employees working more than twelve (12) consecutive hours shall be compensated at twice their normal rate of pay for all hours worked in excess of twelve (12) consecutive hours. All overtime shall be paid in the pay period in which overtime is worked.

## Article 8

### Call Out Time

Employees shall be paid a minimum of two (2) hours at the regular overtime rate, when called out to work during their normal off duty hours, other than his/her regular shift

## Article 9

### Equitable Distribution of Call Out Overtime

There will be equitable distribution of call out overtime.

## Article 10

### Pay period

The pay period shall commence on Sunday at 12:01 A.M., and continue until 12:00 Midnight the second Saturday following. Payday shall occur on the Thursday following the end of pay period.

## Article 11

### Probationary Period

Each newly hired employee shall serve an initial six (6) months probationary period. At the end of a newly hired employee's probationary period of six (6) months, the District shall evaluate the employee's performance and determine the employee's future permanent status, or extend employee's probationary period.

## Article 12

### Temporary Employee

A temporary employee is defined as anyone hired for a period of six (6) months or less.

Should a temporary employee continue his/her employment beyond the six (6) month period, such time will be credited to his/her regular probationary period.

## Article 13

### Promotions

When the District has an opening in a classification above the entry level, notice shall be posted in the break room, located at the District Headquarters, five (5) days prior to filling the position. Positions shall be filled on the following basis:

1. Health.
2. Ability to perform in the vacant position.
3. Where the District considers 1 and 2 above equal, preference shall be given to personnel having the appropriate certification for the position to be filled.
4. When the District has established all factors equal, seniority shall be the final consideration.

Permanent employees elevated in classification may serve a six (6) month probationary period in their newly acquired position. Permanent status will be dependent on the job performance evaluation which will occur at the end of the probationary period.

District reserves the right to hire outside the present work force in the event management concludes that present personnel do not have the qualifications to fill said position.

## Article 14

### Performing Work Out of Classification

Employees required to work an eight (8) hour shift in a temporary classification higher than their current classification will be paid a step increase equivalent to five percent (5%) of his/her base pay rate.

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

## Article 15

### Layoff and Recall

Should the District be required to reduce the work force for any reason, the following shall be the lay off procedure:

1. Temporary employees shall be laid off first.
2. Should a further reduction be necessary, full time probationary employees shall be laid off next.

Recall to work shall be in reverse order of layoff.

The District shall notify an employee of their intention to lay him/her off at least ten (10) working days prior to the date the layoff is to take effect.

## Article 16

### Grievance Procedure

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

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

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

**Step1:** Prior to filing a written grievance, an employee will first discuss the matter with his/her immediate supervisor. The immediate supervisor shall respond, either orally or in writing, within three (3) days of the discussion concurring the matters giving rise to the grievance.

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

## Article 16 (contd.)

### Grievance Procedure

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

## Article 17

### Progressive Discipline

Except in emergency situations such as theft, fighting, drunkenness, etc., the District agrees to the following order of discipline:

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

After each twelve (12) months of corrective conduct, resulting from the imposition of 1, 2, or 3 above, the discipline shall be purged from the employee's record, in reverse order in which it was imposed.

All violations shall be documented on employee evaluations

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

## Article 18

### Step Increases

Employees below Step 5 in his/her classification shall be eligible for step increase based on individual performance evaluation. Evaluations shall be conducted at six (6) month intervals for all employees, based an anniversary date.

Employees that have reached Step 5 in their classification shall receive an annual employee review by their immediate supervisor. Pay increases in excess of Step 5, other than as pursuant to the cost of living increase, shall be at the discretion of the Board of Directors, based on merit.

Each employee at Step 5 shall be evaluated at one (1) year intervals, on or about December 1, each year, and said evaluation shall be reviewed by the Board of Directors when merit increases are recommended by the immediate supervisors, and approved by the General Manager. The Board may adopt salary increases in excess of Step 5, based on individual merit and job performance.

The salary schedules are made a part of this agreement on the appropriate dates, and attached hereto as Exhibit "A" on January 1, 2006, 2007, 2008.

## Article 19

### Cost of Living Adjustment

Salaries to be adjusted on January 1, 2006, 2007, and 2008.

The District and the Association agree that the Bargaining Unit employees will forego annual Cost of Living Adjustments pursuant to the terms of Article 24, Retirement Plan, until such time as the aggregate total of the annual Cost of Living Adjustments, commencing with the Cost of Living Adjustment for January 1, 2006 reaches 4.8 % or 50% of the cost of the "revised" PERS retirement plan.

## Article 20

### Sick Leave

Bargaining Unit employees shall accumulate sick leave at the rate of one (1) day per month.

### Incentive Plan "A"

An employee not using any sick leave for twelve (12) consecutive months may convert their twelve (12) accrued days to cash at a rate of two (2) accrued days for eight (8) hours pay at their regular hourly rate.

Article 20 (contd.)

Sick Leave

Incentive Plan “B”:

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

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

Article 21

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 dependents. Insurance will cover maternity for employee and spouse only.

State Disability Insurance:

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

Life Insurance:

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

Article 22

Holidays

Employees shall be entitled to the following paid holidays:

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

Employees that do not work the holiday shall be credited with eight (8) hours pay. Such eight (8) hours shall be counted as a day worked for the purposes of the computation of overtime.

An employee required to work the holiday shall be paid one and one-half (1 ½) times his/her rate of pay in addition to holiday pay, to a maximum of eight (8) hours. Any hours worked in excess of eight (8) hours shall be paid at two and one-half (2 ½) times his/her rate of pay.

A holiday that occurs on a Saturday shall be granted the preceding Friday. A holiday that occurs on a Sunday shall be granted the following Monday.

Employees must work the regular business day before and after the holiday to qualify for this benefit, unless excused.

Article 23

Vacations

Employees shall accrue vacations in the following manner:

Years of Service	Vacation Earned
One (1) through four (4) years	10 working days
Five (5) through fourteen (14) years	15 working days
Fifteen (15) years and more	20 working days

Vacation shall be earned from date of hire.

## Article 23 (contd.)

### Vacations

An employee with less than five (5) years seniority would receive 10 days vacation per year. The first year shall be prorated and accrued at a rate of 5/6 of a day per month commencing with the first full month of employment, and awarded after January 1 of the following year. Vacations shall be scheduled prior to March 15 and approved by April 1, or scheduled and approved 30 days in advance of desired time.

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

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

## Article 24

### Retirement Plan

District paid retirement plan. Said plan shall be the public Employees Retirement System (PERS) of the State of California. Both parties agree the active beginning date of the PERS retirement plan shall be January 1, 2001, and revised January 1, 2006. The parties further agree that the Bargaining Unit shall forego Cost of Living Adjustments until the accumulation of COLA in the years 2006, 07, and 08 equal 4.8% of the total salary compensation, or 50% of the total cost to the District for the PERS plan.

The PERS plan, effective January 1, 2006, will be the "2.7% @ 55 formula, with all prior years of service recognized".

Included changes shall be as follows:

- Benefit Description: Section 21354.5  
The PERS plan will be the "2.7% @ 55 formula with all prior years of service recognized".
- Benefit Description: Section 20042  
One-Year Final Compensation
- Benefit Description: Section 21624, 21626, & 21628  
Post-Retirement Survivor Allowance



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

#### Article 25

##### Job Related Instruction

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

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

#### Article 26

##### Bereavement Leave

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

#### Article 27

##### Total Agreement

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

#### Article 28

##### Term of Agreement

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

#### Article 29

##### Savings Clause

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

BEAUMONT CHERRY VALLEY WATER DISTRICT

By: \_\_\_\_\_  
President of the Board of Directors

By: \_\_\_\_\_  
C.J. Butcher, General Manager

EMPLOYEE REPRESENTATIVES

By: \_\_\_\_\_

By: \_\_\_\_\_