



**BEAUMONT-CHERRY VALLEY WATER DISTRICT AGENDA
MEETING OF THE PERSONNEL COMMITTEE
Wednesday, April 12th, 2017 at 5:30 p.m.
560 Magnolia Avenue, Beaumont, CA 92223**

CALL TO ORDER

PUBLIC INPUT

PUBLIC COMMENT: At this time, any person may address the Finance and Audit Committee on matters within its jurisdiction which are not on the agenda. However, any non-agenda matters that require action will be referred to staff for a report and possible action at a subsequent meeting. To provide comments on specific agenda items, please complete a Request to Address the Committee form and provide the completed form to the Committee President prior to the committee meeting. Please limit your comments to three minutes. Sharing or passing time to another speaker is not permitted.

ACTION ITEMS

1. Adjustments to the Agenda
2. Personnel Committee
 - a) Approval of February 22, 2017 Meeting minutes**(pages 3-4)
 - b) Employee Survey Results
 - c) Status of MOU negotiations Between BCVWD and Employee's Association**(pages 5-18)
 - d) Salary Survey Update
3. Action List for Future Meetings
4. Next Meeting Date:

ADJOURNMENT

** Information included in the agenda packet

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 Finance and Audit Committee in connection with a matter subject to discussion or consideration at a meeting of the Finance and Audit Committee are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office") If such writings are distributed to members of the Committee less than 72 hours prior to the meeting, they will be available from the District Office at the same time as they are distributed to Committee Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available from the District Office in the Board Room of the District's Office.

REVISIONS TO THE AGENDA -In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Finance and Audit Committee Meeting, if necessary, after mailings are completed. Interested persons wishing to

receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 72 hours prior to the Finance and Audit Committee Meeting.

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



**BEAUMONT-CHERRY VALLEY WATER DISTRICT AGENDA
MINUTES OF THE PERSONNEL COMMITTEE MEETING
Wednesday, February 22nd, 2017 at 5:30 p.m.
560 Magnolia Avenue, Beaumont, CA 92223**

CALL TO ORDER

Director Covington called the meeting to order at 5:30 p.m., 560 Magnolia Avenue, Beaumont, California.

Present at this meeting were Directors Covington and Ramirez, General Manager: Eric Fraser and Director of Finance & Administrative Services: Yolanda Rodriguez. Also present at this meeting were representatives of the Beaumont-Cherry Valley Water District (BCVWD) Employee Association: Eric Dahlstrom, Julian Herrera Jr. and Alma Frausto.

Public that registered their attendance: None.

PUBLIC INPUT

No public comment was received.

ACTION ITEMS

1. Adjustments to the Agenda

There were no changes to the Agenda.

2. Personnel Committee

a) Salary Survey Status and Next Steps** (pages 3-16)

General Manager Fraser gave an update on the Compensation Study Request For Proposal (RFP). He shared that the RFP was completed and that normally District staff would send it out, but stated that he took the opportunity to share the RFP with the Personnel Committee members first.

Director Covington shared that he was pleased with the RFP.

Director Ramirez shared that it was important to get the RFP out to good companies.

Employee Association members shared that it was important to the employees to get the Compensation Study done to ensure employee retention. They shared their frustration of training new staff only to lose them after they get the experience at our District.

b) Review of Employment Contracts and Consideration for Updating

Director Ramirez shared his concerns regarding the Field Foreman's contract regarding the eighteen months of severance pay, and expressed that it seemed a little excessive and be considered for future discussion.

Director Ramirez also shared his concern with General Manager Fraser's contract, specifically item 10.0- Dispute Resolution and shared that 10.0- Dispute Resolution puts the At-Will employment into jeopardy for the District, and suggested to be brought back for future discussion.

Both Director Covington and Ramirez thanked General Manager Fraser and staff for the consistent format of all the contracts.

- c) All Staff Questionnaire: Third Party to Administer and Provide Feedback (Survey Monkey).

Director Ramirez thanked the District staff for their hard work. He shared the importance of conducting a third party employee satisfaction survey to get a feel for the overall health of the District.

Director Covington thanked District staff. He explained his past experience with confidential surveys and the importance of conducting such a survey to gage the health of the organization as it serves as a tool for management to understand their employees.

After discussion, the Personnel Committee agreed to have both the Committee and the Employee Association representatives make up the survey questions. The Committee suggested to have the District's IT Manager help with the creation of the survey using Survey Monkey. Personnel Committee concur to present the recommendation at the next board meeting, of conduction an employee survey using Survey Monkey.

3. Action List for Future Meetings

- Employee Survey Results.
- Current MOU Status Update Review.

4. Next Meeting Date: April 12, 2017 at 5:30 p.m.

ADJOURNMENT

Director Covington adjourned the meeting at 5:58 p.m.

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

** Information included in the agenda packet

MEMORANDUM OF UNDERSTANDING

BETWEEN

BEAUMONT-CHERRY VALLEY WATER DISTRICT

AND

**BEAUMONT-CHERRY VALLEY WATER DISTRICT
EMPLOYEE ASSOCIATION**

2016 - 2017

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This memorandum of Understanding (MOU) entered effective the 9th Day of MARCH, 2016 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".

Article 1

Recognition

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

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

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

Article 2

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

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

Production Operators: In order to provide for the monitoring of system facilities, respond to system failures and customer service calls during weekends and holidays the current alternate schedule for designated production operators will continue, subject to Paragraph 2 below. The work schedule begins at 7:30 A.M. continuing to 4:00 P.M. Tuesday through Saturday and 7:30 A.M. to 4:00 P.M. Sunday through Thursday followed four (4) consecutive days (Friday through Monday) off. Employees are assigned different starting weeks to provide weekend coverage.

Option A, 4/10: The normal work day is defined as ten (10) hours of work plus an unpaid one half (1/2) hour lunch break followed by thirteen and one half (13 ½) hours of rest for all employees. Employees would work four (4) ten (10) hour days and be off for three (3) days.

Option B, Standard: Normal work day is defined as eight (8) hours of work plus an unpaid one-half (1/2) hour lunch break. Five days per week.

Overtime: Employees shall be compensated at the rate of time and one half (1-½) their standard hourly rate for all hours worked in excess of forty (40) in a normal work week. 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. Holidays shall not count as timed worked for the purposes of computing overtime.

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

2. Effective January 1, 2012, Option A will be implemented for all staff except for designated production operators, with the understanding that any one of the options listed above may be implemented with fourteen (14) calendar days' notice to all affected employee(s).

Article 6

Normal Work Week

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

Article 7

Overtime

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

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. No other compensation shall be provided during the initial call-out period in the event other calls for service are received during that period.

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

Article 11

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:

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

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

Article 12

Introductory and Temporary Employees

Introductory Employee. All newly hired employees 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 an introductory period by the length of the absence. If the District determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended one or more times.

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

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

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

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

Article 13

Performing Work Out of Classification

Employees required to work a normal shift in a temporary classification higher than their current classification will be paid a step increase equivalent to five percent (5%) of his/her base pay rate for those hours worked performing the duties of the higher classification.

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 14

Layoff and Recall

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

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

The District shall notify an employee of their intention to lay him/her off at least ten (10) working days prior to the date the layoff is to take effect. Recall to work shall be in reverse order of layoff based on a Re-Employment list that shall expire six (6) months from the date of layoff.

Article 15

Grievance Procedure

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

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

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

Step 1: A grievance, as defined above, shall be presented to the immediate supervisor within seven (7) business days of the event giving rise to the grievance. If not presented within the said time requirement, the grievance will be deemed to have been waived. Prior to filing a written grievance, an employee will first discuss the matter with his/her immediate supervisor. The immediate supervisor shall respond, either orally or in writing, within three (3) days of the discussion concerning the matters giving rise to the grievance.

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

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

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

Article 16

Progressive Discipline

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

A. Oral or written warnings.

B. Probation - the placing of an employee in a position wherein his/her past and current performance is being reevaluated. Failure to improve his/her performance during the probationary period will result in further disciplinary action.

C. Suspension - an involuntary leave without pay.

D. Demotion - reduction from a position in one class to a position in another class having a lower salary range, affected for disciplinary purposes. (Demotions resulting from organizational changes and layoffs are not disciplinary.)

E. Termination - discharge from service with the District.

ii. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. All disciplinary actions should be kept confidential. The following is a nonexclusive and illustrative list of the more common causes for disciplinary action, provided however, these provisions are not intended nor shall they change or modify the at-will status of employees:

A. Action contrary to the Personnel Rules and Regulations of the District.

B. Inefficiency or Incompetence.

C. Disobedience or insubordination.

D. Dishonesty.

E. Consumption of alcoholic beverages or drugs - employees shall not use, carry or transport alcoholic beverages or narcotics during work shift or, on neither District property nor report for work while under the influence of alcohol or narcotics.

F. Disorderly or immoral conduct.

G. Discourteous treatment of the public.

H. Accepting gratuities or tips offered in exchange for District services rendered a customer or prospective customer.

I. Conviction of a felony.

- J. Tardiness.
- K. Absenteeism.
- L. Neglect of duty.
- M. Failure to follow safe working practices or failure to report promptly any injury.

iii. Upon termination, the employee shall return all District property.

iv. 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.

Article 17

Step Increases

Employees below Step 5 in his/her classification shall be eligible for step increase based on individual performance evaluations conducted at six-month intervals. Evaluations for all other employees shall be conducted annually, based on anniversary date.

Article 18

Sick Leave

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

Incentive Plan "A"

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

Incentive Plan "B":

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

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

Article 19

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 20

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

An employee required to work the holiday shall be paid one and one-half (1½) times his/her rate of pay.

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

Unless excused due to pre-approved vacation, jury duty, hospitalization, or the death of an immediate family member, employees must work a full shift the regular scheduled business day before and after the holiday to qualify for this benefit.

Article 21

Vacations

Employees shall accrue vacations in the following manner:

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

Vacation shall be earned from date of hire.

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

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

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

Article 22

Retirement Plan

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

- **Benefit Description: Section 21354.5**
The PERS plan will be the "2.7% @ 55 formula with all prior years of service recognized" for employees hired before January 1, 2013. Employees hired after January 1, 2013, 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 employees agree the District will pay the entire 8% for all employees hired prior to 2001. Employees hired after January 1, 2001 shall pay 7%. Employees hired after January 1, 2012 shall pay their entire employee contribution.

Article 23

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 24

Bereavement Leave

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

Article 25

Cost of Living Adjustments

Salaries to be adjusted on January 1, 2016, and 2017. Salaries to be adjusted based on the August to August Unadjusted Consumer Price Index, U.S. Cities average.

Article 26

Negotiation Preparation Time Off

The District agrees to allow up to three members of the Association employee representatives up to three 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 27

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 Board. 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 28

Term of Agreement

This agreement shall remain in full force and effect from 9th MARCH, 2016 until December 31, 2017. The District agrees to conduct a compensation survey prior to expiration of this agreement to facilitate salary range discussions to be considered for the next term.

Article 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: 
Mr. Jeffrey Cottrell, President of the Board of Directors

By: 
Eric Fraser, General Manager

EMPLOYEE REPRESENTATIVES

By: 

By: 

By: 

