



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

**PERSONNEL COMMITTEE MEETING AGENDA**  
**Monday, January 25, 2021 - 5:30 p.m.**

**TELECONFERENCE NOTICE**

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

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

***To telephone in, please dial: (669) 900-9128***  
***Enter Meeting ID: 843 1855 9070***  
***Enter Passcode: 321852***

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

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

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**Call to Order: Chair Covington**

**Announcement of Teleconference Participation**

**Roll Call**

**Teleconference Verification**

**Public Comment**

**PUBLIC COMMENT:** At this time, any person may address the Personnel 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. Please limit your comments to three minutes. Sharing or passing time to another speaker is not permitted.

1. **Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda
2. **Acceptance of Personnel Committee Meeting minutes:**
  - a. November 23, 2020 (pages 4 - 8)

## **ACTION ITEMS**

3. **Update on the status of the Memorandum of Understanding (MOU) with the Employee Association** (pages 9 - 28)
4. **2020 Annual Performance Evaluation Compliance Report** (page 29)
5. **Report from Human Resources Department** (pages 30 - 33)
  - a. Annual Complaints and Grievances Report
6. **Report / Update from BCWVD Employees Association**
7. **Action List for Future Meetings**
  - *Employee Association topics*
  - *Policy manual updates*
8. **Next Meeting Date: February 22, 2021**

## **Adjournment**

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

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

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

### **CERTIFICATION OF POSTING**

I certify that on or before 5:29 p.m. January 22, 2021, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54956(a)).



Digitally signed by Yolanda Rodriguez  
DN: cn=Yolanda Rodriguez, o=Finance and  
Administration, ou=Finance and Administration,  
email=yolanda.rodriguez@bcvwd.org, c=US  
Date: 2021.01.21 12:58:53 -08'00'

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Yolanda Rodriguez  
Director of Finance and Administration



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

**MINUTES OF THE PERSONNEL COMMITTEE MEETING**  
**Monday, November 23, 2020 at 5:30 p.m.**

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

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**CALL TO ORDER**

*Chair Covington called the meeting to order at 5:34 p.m.*

**Announcement of Teleconference Participation**

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

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

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

***Attendance***

<b><i>Directors present:</i></b>	<b><i>Ramirez, Covington</i></b>
<b><i>Directors absent:</i></b>	<b><i>None.</i></b>
<b><i>Staff present:</i></b>	<b><i>General Manager Dan Jagers Director of Finance and Administrative Services Yolanda Rodriguez Human Resources Coordinator Sabrina Foley Assistant Director of Operations James Bean Administrative Assistant Brandy Llanes Field Superintendent Knute Dahlstrom</i></b>
<b><i>BCVWD Employee Association reps:</i></b>	<b><i>None</i></b>

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

**PUBLIC INPUT:** *None.*

## **ACTION ITEMS**

1. Adjustments to the Agenda: None.
2. Approval of the September 28, 2020 and October 1, 2020 Meeting minutes

*The Committee accepted the minutes of the September 28, 2020 Personnel Committee meetings by unanimous vote.*

*The Committee accepted the minutes of the October 1, 2020 Personnel Committee meetings with amendments by unanimous vote.*

### **3. District Residences and Emergency Facility Policy and properties**

- a. District Residences and Emergency Facility Policy revision
- b. Draft Occupancy and Employment Agreement
- c. Cost Analysis

General Manager Jaggars reminded the Committee of the discussion at the October 1, 2020 meeting and introduced the cost analysis. President Covington reviewed the discussion points.

President Covington addressed the policy revisions. He noted the availability for non-employee occupancy. He indicated support for the staff recommendation of a security deposit at three times the monthly maintenance fee.

President Covington pointed to the broad definition of family members as included in the District's Policies and Procedures Manual and advised that at the October 1 meeting, he and Director Ramirez concluded that a family member under the District Residences policy should only include children, spouse and registered domestic partners.

President Covington advised that he had requested the Vehicles section allow passenger vehicles and trucks, with the caveat of one vehicle per licensed driver deleted. He acknowledged the ability of the General Manager to provide variances and indicated that the Board would expect any variances to be kept as tight as possible.

Director Ramirez stated that the District should be setting an example and checking the water bills for usage. He said he is leaning toward the option of installing a meter for monitoring water use and billing purposes to provide oversight. He said he wants to make sure the policy is fair but pointed out that the District must garner revenue to cover maintenance costs.

President Covington pointed out there is no cost for sewer and no cost for trash service, so it is not unreasonable to bill residents for water. Mr. Jagers pointed out approximate costs of indoor water consumption (\$16 to \$20 per month) contrasted with irrigation water. It is in the interest of the District to maintain landscaping, he noted. President Covington acknowledged that the employee-occupant should not be put in the position of choosing not to water the landscaping if there was a charge for water. He said he wanted to assure that the landscaping would be maintained.

He suggested that the District charge for indoor consumption along with meter, pass-through charges, and other applicable fees as all regular customers, and defer outdoor use as a no-charge to incentivize yard maintenance. In response to Director Ramirez, Mr. Jagers described the fire buffer / defensible space and current landscaping. Ramirez agreed that irrigation water should not be charged. President Covington recommended defining the expectation for the landscaping of the District residences. Mr. Jagers noted that the Scope of Work will be defined by these conversations and assured that there is a small fund for landscaping. He indicated it would be a policy decision on the District residences' representation to the public on water conservation. President Covington indicated that if there is landscaping maintained by the employee-occupant, he supports giving them a break on the water bill, but if the landscape is not maintained (irrigated) the employee-occupant should pay the full water bill. He stated that the curb appeal must be maintained. Director Ramirez asked about the condition of the irrigation systems. Mr. Jagers indicated that repairs may be needed on two of the residences.

Director Ramirez suggested discussion on inclusion of water in the monthly maintenance fee or installation of a meter for indoor use.

President Covington pointed to the insurance requirements for the employee-occupant. He reiterated that if employees have dogs on the property, liability coverage for the dogs must be specified in the insurance policy.

Director Ramirez asked about the Scope of Work. Mr. Jagers indicated that there will be certain basic functions for all employee-occupants, such as response to emergencies, but that each will have different scope of work depending on District needs and the capabilities of the employee-occupant.

Mr. Jagers explained the Cost Analysis. In response to Director Ramirez, Mr. Jagers indicated that the residence on Miravilla is a manufactured home. Mr. Jagers responded to President Covington's questions about the comparables and the cost per square foot calculation. Covington noted that the objective is to bring the rental agreements current with a fair return for the District for maintenance and said this is a good transition for the existing employee-occupants. He said he is happy with the progress that has been made and acknowledged the contributions of employees during the recent fires and other events.

Discussion on methodology ensued. President Covington suggested use of a flat rate for equity purposes. The Committee asked for the item to be brought back to the next meeting to allow contemplation.

#### **4. Equitable Compensation to Elected Members of the Board of Directors: Health and Other Benefits**

Human Resources Coordinator Sabrina Foley reminded the Committee about prior discussion on this item. She advised that the comparable agencies data has been

updated and noted that most agencies offer some level of health benefit. When considered with the per diem, the value of the compensation and benefits for directors is significantly below average of comparable agencies.

Ms. Foley requested a recommendation on what level of benefits the Committee would like to establish. She explained four options and noted that Resolution 99-8 needs to be updated. General Manager Jagers emphasized the cost comparison of the options and noted that staff is interested in a recommendation in order to budget for 2021.

In response to Chair Covington, Ms. Foley noted that the cost for each director will vary based on health plan enrollment factors. Covington pointed out that other options may be to cover director only, or director and spouse only. Director Ramirez made a recommendation for Option 2 as simple, equitable compensation on par with the opportunities offered to other employees.

In response to President Covington, Ms. Foley explained that legal counsel has indicated it is possible to set up for the District to allow a certain amount to be contributed to a 457 plan in lieu of medical benefits. However, this is not currently offered to any employee group, and no benefit over and beyond what is offered to any non-safety employee group may be offered to directors, she stated. She suggested the Resolution include language matching the benefits to an employee group.

Chair Covington pointed out that to match benefits to the represented employees would be a conflict of interest, and suggested matching to the management group. Ramirez concurred.

Ms. Foley indicated that Option 2 will be presented to the full Board.

## **5. 2020 Employee Engagement Survey Results Presentation**

Human Resources Coordinator Sabrina Foley advised that the survey was taken in July 2020 and her intention is to repeat it annually. She explained the method and uses and presented the results of the survey. President Covington requested the presentation be offered to the full Board.

Director Ramirez recognized the Board for making decisions leading to the positive results.

## **6. Report from Human Resources Department**

Ms. Foley reported that two vacant positions were filled, and an individual was promoted to Transmission and Distribution Supervisor. She pointed out personnel related legislative updates which may affect District policies and procedures.

Foley highlighted communications activities and followed up on requests for training.

## **7. Report / Update from BCVWD Employees Association**

President Covington noted there were no Employees Association representatives on the teleconference.

## 8. Action List for Future Meetings

- *District Residences and Facility Emergency Policy*
- *Employee Association topics (none added)*
- *Policy manual updates (ongoing)*

## 9. Next Meeting Date:

Monday, January 25, 2021 at 5:30 p.m.

**ADJOURNMENT:** *8:15 p.m.*

Attest:

*DRAFT UNTIL APPROVED*

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





**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
January 25, 2021**

Item 3

**STAFF REPORT**

**TO:** Personnel Committee of the Board of Directors

**FROM:** Sabrina Foley, Human Resources Coordinator

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

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**Staff Recommendation**

Recommend to the Board of Directors to begin the process for Memorandum of Understanding (MOU) negotiations, and prepare to execute a consultant contract for the Classification Study and Compensation Survey projects.

**Background**

The current MOU with the recognized Employee Association was adopted on December 13, 2017 and is effective from 1/1/2018 through 12/31/2021.

The General Manager is the designated Chief Negotiator for the Beaumont-Cherry Valley Water District, as established by the General Manager's employment agreement.

**Summary**

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

1. Pre-Bargaining Analysis
  - a. The adopted MOU requires the District to conduct a Classification and Compensation study/survey: "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 38)
  - b. Financial/Economic Analysis
  - c. Human Resources Analysis
2. Closed Session, Full Board of Directors
  - a. In Closed Session, the Board will receive the results of Pre-Bargaining Analysis.
  - b. The Board provides direction to the Chief Negotiator
3. Negotiation Meetings and Closed Session Updates
  - a. Negotiation meetings will commence. The adopted MOU permits up to three representatives of the Employee Association to take up to three hours of paid leave



prior to each scheduled meeting to prepare for negotiation discussions. (Article 35).

- b. The Chief Negotiator will update the Board of Directors, in Closed Session, about the progress of negotiations and receive additional instructions.

#### 4. Tentative Agreement

- a. The Chief Negotiator will have the authority to reach a tentative agreement with the Employee Association.
- b. A draft of the proposed MOU will be reviewed by the Employee Association and legal counsel.

#### 5. Board Approval and Adoption

- a. If approved by legal counsel and the Board of Directors, the Board will adopt the revised MOU in Open Session.

Additionally, there are administrative requirements, such as budgeting, which should be considered. The District will begin the budget process in August of this year and will need to understand how the new MOU will affect next year's fiscal budget. Therefore, staff recommends that the Board consider adopting a new MOU by the end of July 2021 in order to allow for sufficient time to prepare to enact any proposed changes.

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

Should the Employee Association desire to do so, they will be permitted to conduct elections for representatives prior to negotiation meetings. Employee Association representatives are also permitted to use District resources, within reason, such as buildings and meeting rooms, internet utility, etc. in order to prepare for negotiations.

### **Fiscal Impact**

Not yet determined.

### **Attachments**

1. 2018-2021 Memorandum of Understanding

Staff Report prepared by Sabrina Foley

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

**AND**

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

**2018-2021**

**This memorandum of Understanding (MOU) entered effective the 1<sup>st</sup> Day of January, 2018 is by and between the Beaumont-Cherry Valley Water District, hereinafter referred to as the "District", and the Beaumont- Cherry Valley Water District Employees Association, Hereinafter referred to as the "Association".**

#### **Duration**

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

#### **Article 1**

##### **Recognition**

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

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

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

#### **Article 2**

##### **Provisions of Law**

**It is understood and agreed upon, that this MOU is subject to all current and future applicable and state law, and federal and state regulations. If any part of the provisions of this MOU is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of the provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.**

### **Article 3**

#### **Management Rights**

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

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

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

### **Article 4**

#### **Employee Rights**

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

### **Article 5**

#### **No Strike or Lock Out**

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

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

## **Article 6**

### **Agendas**

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

## **Article 7**

### **Americans with Disabilities Act**

The parties recognize that they are subject to the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act ("FEHA"), and that these laws may require, among other things, that the District provides reasonable accommodation to employees with disabilities. Accordingly, the District is permitted to take all actions necessary to comply with the ADA and FEHA.

## **Article 8**

### **Non Discrimination**

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

## **Article 9**

### **Employee Evaluation**

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

## **Article 10**

### **Normal Work Day**

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

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

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

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

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

Overtime shall be in accordance with Article 12, herein.

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

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

## **Article 11**

### **Normal Work Week**

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

## **Article 12**

### **Overtime**

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

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

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

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

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

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

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

## **Article 13**

### **Standby and On-Call Duties**

#### **Production Operator:**

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

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



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

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

#### Distribution Operator:

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

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

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

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

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

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

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

All Standby Employees shall:

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

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

## **Article 14**

### **Call Out Time**

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

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

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

## **Article 15**

### **Equitable Distribution of Call Out Overtime**

There will be equitable distribution of call out overtime.

## **Article 16**

### **Pay Period**

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

## **Article 17**

### **Promotions**

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

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

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

## **Article 18**

### **Introductory and Temporary Employees**

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

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

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

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

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

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

## **Article 19**

### **Performing Work Out of Classification**

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

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

## **Article 20**

### **Layoff and Recall**

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

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

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

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

## **Article 21**

### **Grievance Procedure**

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

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

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

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

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

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

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

## **Article 22**

### **Progressive Discipline**

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

- A. Oral or written warnings.

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

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

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

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

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

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

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

#### **Article 23**

##### **Step Increases**

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

#### **Article 24**

##### **Employee Compensation**

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

#### **Article 25**

##### **Incentive Pay**

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

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

## **Article 26**

### **Sick Leave**

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

#### **Incentive Plan "A"**

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

#### **Incentive Plan "B":**

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

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

## **Article 27**

### **Insurance**

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

#### **State Disability Insurance:**

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

#### **Life Insurance:**

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

## **Article 28**

### **Holidays**

Employees shall be entitled to the following paid holidays:

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



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

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

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

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

## **Article 29**

### **Vacations**

Employees shall accrue vacation in the following manner:

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

Vacation shall be earned from date of hire.

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

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

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

## **Article 30**

### **Retirement Plan**

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

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

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

### **Article 31**

#### **Uniforms and Safety Equipment**

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

### **Article 32**

#### **Job Related Instruction**

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

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

### **Article 33**

#### **Bereavement Leave**

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

### **Article 34**

#### **Cost of Living Adjustments**

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

### **Article 35**

#### **Negotiation Preparation Time Off**

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

### **Article 36**

#### **Total Agreement**

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

### **Article 37**

#### **Full Understanding, Modification and Waiver**

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in its entirety.

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

Any agreement, alteration, understanding, variation, waiver or modifications of any terms of provisions contained in writing signed by both parties and approved and implemented by the District. The Waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### **Article 38**

#### **Term Agreement**

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

### **Article 39**

#### **Savings Clause**


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

#### **BEAUMONT- CHERRY VALLEY WATER DISTRICT**

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

By: \_\_\_\_\_  
Daniel Jaggers, General Manager

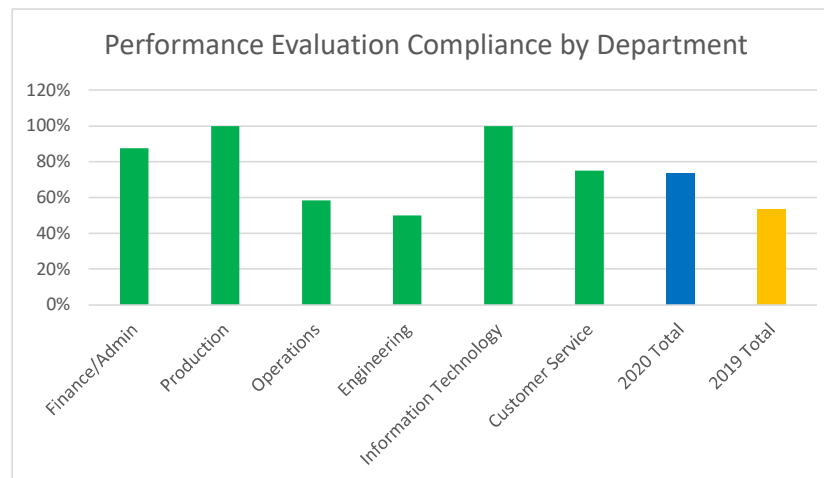
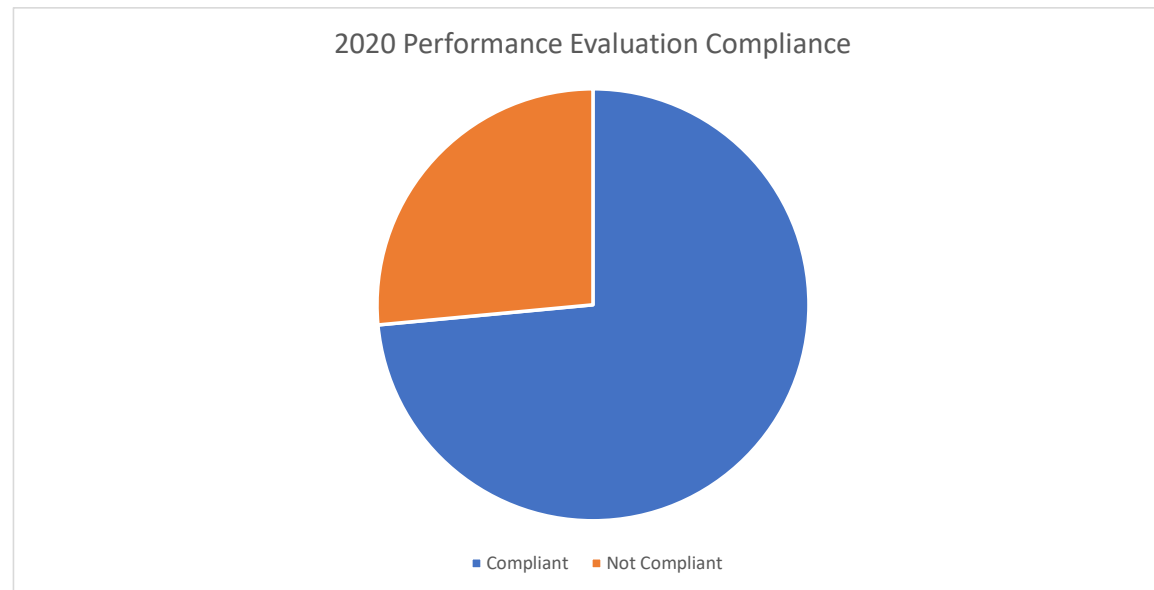
#### **EMPLOYEE REPRESENTATIVES**

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

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

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

## 2020 Performance Evaluation Compliance Report



Department	Compliance
Finance/Admin	88%
Production	100%
Operations	58%
Engineering	50%
Information Technology	100%
Customer Service	75%
2020 Total	74%
2019 Total	53%



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
January 25, 2021**

**Item 5**

**HUMAN RESOURCES REPORT**

**TO: Board of Directors Personnel Committee**

**FROM: Sabrina Foley, Human Resources Coordinator**

**SUBJECT: Human Resources Department Report for the Period of  
November 17 – January 18**

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**Personnel**

Total Current Employees (Excluding Board Members)	40
Part Time	3
Temporary	3
Interns	0
Separations	2
Retiring Employees	0

**New Hires**

Two temporary Water Utility Person I positions for the AMR/AMI project were filled effective 1/4/2021 and 1/11/2021.

The vacant Civil Engineering Assistant position was filled effective 1/1/2021.

**Anniversaries\***

Tony Cove	Water Utility Person III	26 years
Dwan Lee Jr.	Production Supervisor	23 years
James Bean	Assistant Director of Operations	22 years
Michael Morales	Water Utility Person III	20 years
Joseph Haggin	Production Maintenance II	19 years
Knute Dahlstrom	Field Superintendent	19 years
Eric Dahlstrom	Water Utility Person II	17 years
Jonathan Medina	Water Utility Person II	16 years
Jaime Muñoz	Water Utility Person II	16 years
Julian Herrera Jr.	Transmission & Distribution Supervisor	14 years
Dan Jagers	General Manager	9 years
Sylvia Molina	Sr. Accountant	9 years



Robert Rasha Jr.	Director of Information Technology	7 years
Yolanda Rodriguez	Director of Finance & Administrative Services	6 years
Lorena Lopez	Accountant III	6 years
William Clayton	Sr. Finance & Administrative Analyst	6 years
Taylor Williams	Customer Service Representative II	6 years
Joshua McCue	Production Maintenance II	5 years

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

### **Promotions**

N/A

### **Employee Communications**

On 11/16/2020, HR announced the promotion of the new Transmission & Distribution Supervisor. HR continues to issue exposure notices as required by Cal/OSHA.

On 11/19/2020, HR announced the opening for the Civil Engineering Assistant position.

On 11/19/2020, HR published Memo #20-018 regarding the state's limited stay at home order.

HR published District calendars for the months of December and January.

On 11/23/2020, HR shared "5 Steps to Get Ready for Retirement" along with information from the District's 457 Plan.

On 12/3/2020, HR presented an optional webinar, "Motivating and Energizing Employees".

On 12/7/2020, HR shared information from the District's EAP program, "Self-Esteem and Self-Confidence".

On 12/7/2020, HR published Memo #20-019 regarding the Regional stay at home order.

On 12/14/2020, HR shared a press release from the County of Riverside regarding vaccine updates.

On 12/16/2020, HR presented an optional webinar, "Reinventing Retirement".

On 12/28/2020, HR announced the new hire for the vacant Civil Engineering Assistant position.

On 12/30/2020, HR distributed the department's year-end letter and summary to employees for the year 2020.

On 1/5/2021, HR published an updated 2021 Benefits Contact Information sheet.

On 1/7/2021, HR announced the resignation of a temporary employee.

On 1/11/2021, HR shared information from the District's EAP program, "Guidance for a fresh start".



## **2021 Legislative Updates, Personnel and Human Resources**

The following items were chaptered in 2020 and will affect BCVWD procedures. HR will make policy recommendations where necessary.

<b>Bill/Legislation</b>	<b>Title</b>	<b>Description</b>	<b>Effective Date</b>
AB 685	COVID-19 Exposure Notification	Requires employers to take action to notify employees of a known COVID-19 exposure within 24 hours.	1/1/2021
AB 1947	Workers Compensation Statute of Limitations	Increases the statute of limitations on workers compensation claims from six months to one year in the administrative process.	1/1/2021
AB 2967	CalPERS Membership Exclusion	Prevents employers from entering or amending their CalPERS contracts to exclude any particular group of employees from the contract.	1/1/2021
AB 2992	Leave Time for Domestic Violence, Stalking, and Victims of Crime	Expands current leave protections for employees who are the victim of a crime to include an employee whose family member is deceased as a direct result of a crime.	1/1/2021
SB 1159	COVID-19 Workers Compensation	Codifies the Governor's Executive Order which created a rebuttable presumption whereby any employee who is directed to work outside of their home by their employer that tests positive or is diagnosed by COVID-19 is presumed to have contracted COVID-19 in the workplace and therefore would be entitled to workers' compensation benefits.	7/6/2020-1/1/2023
SB 1383	California Family Rights Act, Time Off for School Activities	Expands FMLA and CFRA leave requirements for employers with five or more employees.	1/1/2021

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*Continued on next page*





### **Pending Legislation**

This legislation has been introduced but not yet chaptered.

<b>Bill/Legislation</b>	<b>Title</b>	<b>Description</b>	<b>Effective Date</b>
AB 95	Employees: Bereavement Leave	Would require employers to provide 10 days of unpaid bereavement leave, subject to certain exclusions.	New
SB 46	Employment: Contract Tracing and Safety Policies, COVID-19	Would require employers to develop and implement contract tracing and safety policies for COVID-19. Employees would be required to provide notice to their employer if they receive a positive COVID-19 test.	New

### **2020 Complaints and Grievances Report**

<b>Issue #</b>	<b>Parties Involved</b>	<b>Result</b>	<b>Days Elapsed</b>
20-001	Internal	HR provided mediation and training.	9
20-002	Internal and External	Executive Staff met with external party.	19
20-003	Internal	HR and GM addressed staff.	1
20-004	Internal	HR provided coaching.	4
		<b>Average Calendar Days Elapsed</b>	<b>8.25</b>

Prepared by Sabrina Foley, Human Resources Coordinator, January 19, 2020