



**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

560 Magnolia Avenue, Beaumont, CA 92223

**PERSONNEL COMMITTEE MEETING AGENDA**

**Monday, March 22, 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=SXlzMkZCMGh0YTFIL2tnUGlpU3h0UT09>

**To telephone in, please dial: (669) 900-9128**

**Enter Meeting ID: 843 1855 9070**

**Enter Passcode: 113552**

*For Public Comment, use the **"Raise Hand"** feature 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/>

---

**Call to Order: Chair Covington**

**Announcement of Teleconference Participation**

**Roll Call**

	Chair John Covington
--	----------------------

	Member Andy Ramirez
--	---------------------

**Teleconference Verification**

**Public Comment**

**PUBLIC COMMENT: RAISE HAND OR PRESS \*9 to request to speak when prompted.** At this time, any person may address the Personnel Committee on matters within its jurisdiction which are not on the agenda. However, 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. February 22, 2021 (pages 4 - 8)

## **ACTION ITEMS**

3. **Update on the status of the Memorandum of Understanding (MOU) with the Employee Association** (pages 9 - 28)
4. **Policies and Procedures Manual updates / revisions** (pages 29 - 46)
5. **Status of Implementation of HR Dynamics Recommendations from the Human Resources Assessment of 2019** (pages 47 - 48)
6. **Report from Human Resources Department** (pages 49 - 52)
7. **Report / Update from BCVWD Employees Association**
8. **District Residences and Emergency Facility Policy and Properties** (pages 53 - 125)
  - a. District Residences and Emergency Facility Policy revision
  - b. Draft Occupancy and Employment Agreement
  - c. Cost analysis (handout)
  - d. Sample Scope of Work (handout)
9. **Action List for Future Meetings**
  - *Employee Association topics*
  - *Policy manual updates*
  - *Safety updates and improvements, and new procedures*
  - *Workshop/Training options for staff and/or management to provide certification.*
10. **Next Meeting Date: April 19, 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 Regular Meeting Agenda may be made up to 72 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. March 19, 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: 2021.03.18 15:27:45 -07'00'

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, February 22, 2021 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***

---

#### **CALL TO ORDER**

*Chair Covington called the meeting to order at 5:39 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*

<i>Directors present:</i>	<i>Ramirez, Covington</i>
<i>Directors absent:</i>	<i>None.</i>
<i>Staff present:</i>	<i>General Manager Dan Jagers Director of Finance and Administrative Services Yolanda Rodriguez Human Resources Coordinator Sabrina Foley Assistant Director of Operations James Bean Water Utility I Jeremy McCarty</i>
<i>BCVWD Employee Association reps:</i>	<i>Erica Gonzales Dustin Smith Julian Herrera</i>

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 January 25, 2021 Meeting minutes

Chair Covington invited public comment. There was none.

*The Committee accepted the minutes of the January 25, 2021 Personnel Committee meeting.*

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

### **3. Policies and Procedures Manual updates / revisions**

- a. Section 1000 General
  - i. 1000 Definitions
  - ii. 1005 Contractual Provisions
  - iii. 1010 Policy Manual

Human Resources Coordinator Sabrina Foley presented the side-by-side comparison and noted that these policies have been vetted by Legal Counsel. Foley recommended presentation of these policies to the full Board for approval.

Chair Covington pointed to the employee status of the Board of Directors and stated that the Committee is in disagreement. He wondered about contradictory language in the policies and procedures document while changes are being made piecemeal. Ms. Foley indicated that this has been informally addressed. She said she could bring back the content as an attachment for review. Ultimately, the goal is to update every policy, section by section, so all would be reviewed for compliance and congruency, she said.

Ms. Foley pointed out that one of her goals was to include cross-references within the policy document. She said she would review the related Board of Directors section of the manual to ensure the new policy language matches what is currently adopted.

Director of Finance and Administrative Services Yolanda Rodriguez noted that the current objective is to establish the definitions and determine if the Committee is comfortable with the policy numbering. Director Ramirez suggested allowing the Committee more time to digest. General Manager Jagers pointed out that things of concern would remain until the policy manual was finished, but it will never be completed in one action by the Board.

Staff will need a vehicle to identify areas of concern and a methodology to close that out at the end, Jagers explained.

Chair Covington acknowledged that staff provided the format requested by the Committee and had it vetted by legal. He asked if there would be additional definitions. Ms. Foley indicated there was only a revision to the existing definitions section. She said her goal with this section was to establish the shorthand (i.e., "District") used throughout the document, but not to be exhaustive. Mr. Jagers added that this section is holistic and there will likely be other definitions within the body of the document.

Director Ramirez acknowledged that it will be a long process and suggested once the revision is complete at the Committee level, then it would be taken to the full Board.

In response to Director Ramirez, Ms. Foley suggested Committee tentative approval of this section, then moving forward section by section and not recommending to the Board until there is a full package. However, a concern would be that the Board would then have a huge policy manual to review and adopt.

Chair Covington recommended a larger portion should go to the Board but said he did not want to wait until the rest of the policy manual was ready, as there is still a lot of work to be done. He asked for an additional, broader section to go to the Board in March or April. Ms. Foley said she would bring the first part of Section 2000 to the Committee in March.

Covington asked about prior revisions. Ms. Foley said she is compiling them along with layout changes to create a finalized version along with the things thus far implemented. Covington asked if content the Board approved just a couple of years ago would be changing. Ms. Foley said yes; the legal language within the State of California continually changes and this is the nature of employment law and related policies. She said she is trying to gain consistency, and to do so staff must bring forward items that were reviewed more recently. Hopefully, any changes would be minor, she said, as she is not trying to make major changes.

General Managers Jagers suggested an overview of the manual contents at the next meeting and a roadmap of how it will be taken to the Board. Ms. Rodriguez suggested moving forward with the formatting only.

Chair Covington invited public comment. There was none.

*Chair Covington moved approval of Section 1000 for further review and subsequent approval by the full Board.*

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

#### **4. Proposed Human Resources Department Vision, Mission and Values Statement**

Human Resources Coordinator Sabrina Foley explained that a recommendation of the human resources consultant was to create a vision, mission, and values statement for the HR Department.

The mission statement for the District as a whole is *to provide water to the public at the best possible cost most efficiently*, Ms. Foley noted. The department-level statement is less formal.

Director Ramirez agreed that having a formal vision helps provide direction. In response to Director Ramirez, Ms. Foley said she had informally researched other water departments and agencies and composed the statement. The HR consultant made some comments, and it was then sent to the Director of Finance and Administrative Services and the General Manager for review, she said.

Chair Covington said he agreed with the idea of the statement and said it has hit many marks. He moved approval to recommend it to the full Board.

Chair Covington invited comment from the Employees Association and the public. There was none.

*The Committee recommended the Human Resources Department vision, mission, and values statement to the full Board.*

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

## **5. 2020 Summary of District Safety Report**

Mr. Jagers reminded the Committee that this report was requested by Director Ramirez. Human Resources Coordinator Sabrina Foley reported that safety has continued to be a high priority under the leadership of this Board. Part of the essential function of adding the Human Resources Department was to fund safety training and provide those support systems for staff to improve.

Ms. Foley reviewed the Safety Report for 2020 reflecting last year's safety record. She added that a monthly COVID-19 inspection, quarterly OSHA inspection drills, and an emergency preparedness committee have been implemented in 2021.

Chair Covington asked about regular training for new employees. Ms. Foley explained the safety orientation, statement indicating the employee will not use equipment prior to training, weekly safety tailgate meetings, and ongoing formal training with Safety Compliance Company every other week. Required trainings or certification for topics such as trench shoring or confined space entry are ongoing via use of Target Solutions, Foley explained.

In response to Chair Covington, Ms. Foley indicated that responsibility for training falls on HR, and Assistant Director of Operations James Bean is responsible for the approach to the Operations Department and specifics, but HR keeps the safety records.

Director Ramirez noted that being able to onboard new staff and get them up to date on certifications is important. Target Solutions is a good thing for tracking, testing and certificates, he said and emphasized that it is important that staff receives the proper training. He asked if there was any training taking place in the field. Ms. Foley acknowledged that this was identified as an area of improvement via last year's

Employee Engagement Survey and is an area of growth for the District. Mr. Bean clarified that activities that had been done in the past have been hindered by COVID, but if there is an employee in-between trainings, employees have been sent to JPIA trainings at other agencies. The District partners with surrounding agencies, he explained.

Director Ramirez asked about certificates or sign ins for tracking. Ms. Foley assured there are records for completion and all trainings are tracked.

Ms. Foley confirmed that Safety Compliance Company is still being used. Mr. Jagers added that they are doing a good job for the District.

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

Ms. Foley reviewed the report.

A temporary position was filled for the AMR/AMI project, she noted. Several COVID updates were provided to staff, and the COVID-19 Prevention Program was launched. The Production Maintenance position was posted, she noted.

Ms. Foley reported on pending legislation.

Chair Covington invited comment. There was none.

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

Ms. Gonzales reported that she has been communicating to the employees to prepare for the negotiations for the MOU.

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

- *District Residences and Facility Emergency Policy*
- *Employee Association topics (none added)*
- *Policy manual updates (ongoing)*
- *Safety updates and improvements, and new procedures*
- *Preliminary communication / input from the Employee Association regarding the MOU*

## **9. Next Meeting Date:**

Monday, March 15, 2021 at 5:30 p.m.

**ADJOURNMENT:** 6:38 p.m.

Attest:

*DRAFT UNTIL APPROVED*

---

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



**Beaumont-Cherry Valley Water District  
Personnel Committee  
March 22, 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**

---

**Staff Recommendation**

No recommendation; for informational purposes only.

**Background**

The current Memorandum of Understanding (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.

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.

At the January 25, 2021 Personnel Committee, the Committee recommended that the Board of Directors begin the process for MOU negotiations, and prepare to execute a consultant contract for a Classification Study and Compensation Survey projects. The Committee agreed to have the consultant contracts for these projects submitted to the Board to expedite the projects.

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. Classification Study
  - b. Compensation Survey
  - c. Financial/Economic Analysis
  - d. 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.
  - 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.

### **Summary**

District staff have begun conducting stage one of the negotiation process, which consists of pre-bargaining analysis. This stage requires staff to conduct a Classification Study and Compensation Survey project, conduct financial and economic analysis, and conduct personnel data analysis to be presented to the Board in Closed Session at a future date, to be determined.

Staff published a Request for Proposals (RFP) for the proposed Classification Study on March 11, 2021, with the following project timeline parameters:

- Proposals due: April 26, 2021
- Evaluation and possible interview: April 26-30, 2021
- Presentation to Board of Directors for approval: May 12, 2021
- Tentative Start Work Date: May 13, 2021
- Draft Report Due: July 15, 2021
- Final Report Due: July 29, 2021

Staff sent the RFP directly to six experienced and reputable consultants and published an advertisement in the local newspaper to invite proposals. Staff will publish a separate RFP for the Compensation Survey to follow, so that the results of the Classification Study can appropriately inform the Compensation Survey process to ensure thorough and accurate results.

### **Fiscal Impact**

Not yet determined.

### **Attachments**

1. 2018-2021 Memorandum of Understanding (MOU)

Staff Report prepared by Sabrina Foley, Human Resources Coordinator

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 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 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:

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 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 personal 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 Jagers, General Manager

**EMPLOYEE REPRESENTATIVES**

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

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

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





**Beaumont-Cherry Valley Water District  
Personnel Committee  
March 22, 2021**

**Item 4**

**STAFF REPORT**

**TO:** Personnel Committee of the Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT: Policies and Procedures Manual Updates/Revisions**

---

**Staff Recommendation**

Recommend the updated policies for Section 2000 Administration to the Board of Directors for adoption.

**Background**

At the July 23, 2018 Personnel Committee Meeting, Committee members directed staff to review, revise and update the District's Policies and Procedures. The project has been addressed by staff in sections. At the July 27, 2020 meeting, an overview of the proposed changes to the organization of the document was presented, and the Committee requested "redlined" versions of changes in order to thoroughly review each item. The Committee reviewed Section 1000 General at its February 22, 2021 meeting and recommended that it be presented to the Board of Directors, to be presented once a policy package of several sections is ready to be presented. Policy Approval Tracking (**Attachment 1**) is provided as an overview of the project thus far.

**Summary**

Staff consulted several sources to update the content and verbiage of the District's Policy Manual, including sample policies from the California Special Districts Association, articles published by the California League of Cities and Institute for Local Government, the District's HR Consultant, and recently updated manuals of other special districts. The aim of reorganization of the Policy Manual is to introduce consistency and modernize the document to align with the organizational goals of the District.

The proposed policies are presented side-by-side with the current versions, with redline edits shown for clarity. Policy 2025, "Whistleblower Protection," would be a new policy and does not have a current counterpart.

The drafted policies have been reviewed by the District's legal counsel. Legal counsel has recommended that the existing Affirmative Action policy (Policy #4/ Policy 2005) be removed since it is effectively replaced by Policy 2000 Equal Opportunity.

**Fiscal Impact**

No fiscal impact.



### **Attachments**

1. Policy Approval Tracking
2. Proposed Policy 2000 Equal Opportunity
3. Proposed Policy to be removed, Affirmative Action
4. Proposed Policy 2010 Access to Personnel Records
5. Proposed Policy 2015 Harassment
6. Proposed Policy 2020 Sexual Harassment
7. Proposed Policy 2025 Whistleblower Protection

*Staff Report prepared by Sabrina Foley, Human Resources Coordinator*

**Policy Approval Tracking**  
**BCVWD Policies and Procedures Manual Project**

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Approved by Legal Counsel	Presented to Personnel Committee	Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date
1	1000	General	Definitions	Yes	2/16/2021	2/22/2021	2/22/2021			
2	1005	General	Contractual Provisions	Yes	2/16/2021	2/22/2021	2/22/2021			
N/A	1010	General	Policy Manual	Yes	2/16/2021	2/22/2021	2/22/2021			
3	2000	Administration	Equal Opportunity	Yes	3/15/2021	3/22/2021				
4	<del>2005</del>	<del>Administration</del>	<del>Affirmative Action</del>	Yes	Recommend to Remove	N/A				
5	2010	Administration	Access to Personnel Records	Yes	3/15/2021	3/22/2021				
6	2015	Administration	Harassment	Yes	3/15/2021	3/22/2021				
7	2020	Administration	Sexual Harassment	Yes	3/15/2021	3/22/2021				
N/A	2025	Administration	Whistleblower Protection	Yes	3/15/2021	3/22/2021				
8	3000	Personnel	Employee Status	Yes						
N/A	3001	Personnel	Employee Information and Emergency Data	Yes						
N/A	3002	Personnel	Employee Groups	No						
9	3005	Personnel	Compensation	Yes						
N/A	3006	Personnel	Prevailing and Living Wage	No						
10 & 49	3010	Personnel	Employee Performance Evaluation and Procedure	Yes						
11	3015	Personnel	Performance Evaluation-General Manager	Yes						
12	3020	Personnel	Health and Welfare Benefits	Yes						
13	3025	Personnel	Pay Periods	Yes						
14	3030	Personnel	Gift Acceptance Guidelines	Yes						
15	3035	Personnel	Outside Employment	Yes						
16	3040	Personnel	Letters of Recommendation	Yes						
17	3045	Personnel	Executive Officer	Yes						
18	3050	Personnel	Volunteer Personnel Workers' Compensation Insurance	Yes						
19	3055	Personnel	Work Hours, Overtime, and Standby Program	Yes						
20	3060	Personnel	Continuity of Service	Yes						
20 (incorrect numbering)	3065	Personnel	Reduction in Force	Yes						
21	3070	Personnel	Holidays	Yes						
22	3075	Personnel	Vacation	Yes						
23	3080	Personnel	Pre-Employment Physical Examination	Yes						
24	3085	Personnel	Sick Leave	Yes						
25	3090	Personnel	Family and Medical Leave	Yes						
26	3095	Personnel	Pregnancy Disability Leave	Yes						
N/A	3096	Personnel	Lactation Accommodation	No						
27	3100	Personnel	Bereavement Leave	Yes						
28	3105	Personnel	Personal Leave of Absence	Yes						

**Policy Approval Tracking**  
**BCVWD Policies and Procedures Manual Project**

<b>Policy Number</b>	<b>New Policy Number</b>	<b>Section</b>	<b>Policy Name</b>	<b>Drafted by BCVWD Staff</b>	<b>Approved by Legal Counsel</b>	<b>Presented to Personnel Committee</b>	<b>Approved by Personnel Committee</b>	<b>Presented to Board of Directors</b>	<b>Approved by Board of Directors</b>	<b>Adoption Date</b>
29	3110	Personnel	Jury and Witness Duty	Yes						
N/A	3111	Personnel	Leave for Crime Victims and Family Members	No						
30	3115	Personnel	Return to Work Policy	Yes						
31	3120	Personnel	Occupational Injury and Illness Prevention Program	Yes						
N/A	3121	Personnel	Infectious Disease Control	Yes						
N/A	3122	Personnel	Workplace Violence	Yes						
32	3125	Personnel	Uniforms and Protective Clothing	Yes						
33	3130	Personnel	Conferences	Yes						
34	3135	Personnel	Occupational Certification Assistance	Yes						
35	3140	Personnel	Respiratory Protection Program	Yes						
36	3145	Personnel	Dirver Training and Record Review	Yes						
37	3150	Personnel	District Vehicle Usage	Yes						
38	3151	Personnel	Personal Vehicle Usage							
39	3160	Personnel	HIPAA Compliance and Security Officer	Yes						
40	3165	Personnel	Tobacco Use	Yes						
41	3170	Personnel	Smoke Free Workplace	Yes						
42	3175	Personnel	Disciplinary Action or Terminations	Yes						
43	3180	Personnel	Nepotism-Employment of Relatives	Yes						
44	3185	Personnel	Confidentiality Regarding Resignations	Yes						
45	3190	Personnel	Internet, E-Mail, and Electronic Communication Ethics, Usage and Security	Yes						
N/A	3191	Personnel	Electronic Signature Policy	No						
46	3195	Personnel	Cellular Telephone Usage	Yes						
47	3200	Personnel	Greivance Procedures	Yes						
48	3205	Personnel	Substance Abuse (In Conformance with Department of Transportation Guidelines)	Yes						
N/A	3206	Personnel	FMCSA Clearinghouse Registration	No						
50	3215	Personnel	Personnel Action Form (PAF)	Yes						
51	3220	Personnel	Recruitment, Selection and Onboarding	Yes						

**Policy Approval Tracking**  
**BCVWD Policies and Procedures Manual Project**

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Approved by Legal Counsel	Presented to Personnel Committee	Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date
N/A	3225	Personnel	Employee Leave Donation Program and Policy	Yes						
N/A	3230	Personnel	Workers' Compensation	Yes						
N/A	3231	Personnel	Accommodations for Disability	No						
N/A	3235	Personnel	Military Leave	Yes						
N/A	3240	Personnel	Dress Code and Personal Standards	Yes						
N/A	3245	Personnel	Non-Solicitation and Political Speech	No						
N/A	3250	Personnel	Telecommuting	No						
N/A	3255	Personnel	Time off for School Activities	No						
N/A	3260	Personnel	Time off to Vote	No						
1	4005	Board of Directors	Basis of Authority	Yes						
2	4010	Board of Directors	Members of the Board of Directors	Yes						
3	4015	Board of Directors	Committees of the Board of Directors	Yes						
4	4020	Board of Directors	Board President	Yes						
5	4025	Board of Directors	Board Meetings	Yes						
6	4030	Board of Directors	Board Meeting Agendas	Yes						
7	4035	Board of Directors	Board Meeting Conduct	Yes						
8	4040	Board of Directors	Board Actions and Decisions	Yes						
9	4045	Board of Directors	Attendance at Meetings	Yes						
10	4050	Board of Directors	Minutes of Board Meetings	Yes						
11	4055	Board of Directors	Rules of Order for Board and Committee Meetings	Yes						
12	4060	Board of Directors	Training, Education and Conferences	Yes						
13 & 16	4065	Board of Directors	Remuneration, Director Per Diem Fees	Yes						
14	4070	Board of Directors	Payment of Expenses Incurred on District Business	Yes						
15	4075	Board of Directors	Expenditure Reimbursement	Yes						
17	4080	Board of Directors	Membership in Associations	Yes						
18	4085	Board of Directors	Ethics Training	Yes						
N/A	4086	Board of Directors	Anti-Harassment Training	No						
19	4090	Board of Directors	Code of Ethics	Yes						
20	4095	Board of Directors	Ethics Policy	Yes						
1	5005	Operations	Emergency Preparedness	Yes						
2	5010	Operations	Emergency Response Guideline for Hostile or Violent Incidents	Yes						

**Policy Approval Tracking**  
**BCVWD Policies and Procedures Manual Project**

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Approved by Legal Counsel	Presented to Personnel Committee	Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date
3	5015	Operations	Computer and Business Continuity Security	Yes						
4	5020	Operations	Environmental Health and Safety Compliance Program	Yes						
5	5025	Operations	Illness and Injury Prevention Program	Yes						
6	5030	Operations	Budget Preparation	Yes						
7	5035	Operations	Fixed-Asset Accounting Control	Yes						
8	5040	Operations	Fixed-Asset Capitalization	Yes						
9	5045	Operations	Investment of District Funds	Yes						
10	5050	Operations	Customer Payment Arrangements	Yes						
11	5055	Operations	Employment of Consultants and Professional Services	Yes						
12	5060	Operations	Employment of Outside Contractors	Yes						
13	5065	Operations	Easement Abandonment	Yes						
14	5066	Operations	Easement Acceptance	No						
15	5070	Operations	Encroachment Permits	Yes						
16	5075	Operations	Credit Card Usage	Yes						
17	5080	Operations	Purchasing	Yes						
N/A	5081	Operations	Contract Review Policy	No						
18	5085	Operations	Disposal of Surplus Property or Equipment	Yes						
19	5090	Operations	Records Retention	Yes						
N/A	5095	Operations	District Residences and Facility Emergency Policy	Yes	7/21/2020	3/22/2021				
N/A	5100	Operations	Press Relations and Social Media	No						
1	6005	Miscellaneous	Purpose of Board Policies	Yes						
2	6010	Miscellaneous	Adoption, Amendment of Policies	Yes						
3	6015	Miscellaneous	Public Complaints	Yes						
4	6020	Miscellaneous	Claims Against the District	Yes						
5	6025	Miscellaneous	Copying Public Documents	Yes						
6	6030	Miscellaneous	District Standards for the Furnishing of Materials	Yes						
7	6035	Miscellaneous	Environmental Review Guidelines	Yes						
8	6040	Miscellaneous	Annexation	No						
9	6045	Miscellaneous	Construction Requirements	No						
N/A	7000	Information Technology	Acceptable Use	Yes						

**Policy Approval Tracking**  
**BCVWD Policies and Procedures Manual Project**

<b>Policy Number</b>	<b>New Policy Number</b>	<b>Section</b>	<b>Policy Name</b>	<b>Drafted by BCVWD Staff</b>	<b>Approved by Legal Counsel</b>	<b>Presented to Personnel Committee</b>	<b>Approved by Personnel Committee</b>	<b>Presented to Board of Directors</b>	<b>Approved by Board of Directors</b>	<b>Adoption Date</b>
N/A	7005	Information Technology	Accessibility	Yes						
N/A	7010	Information Technology	Electronic Communications	Yes						
N/A	7015	Information Technology	Passwords	Yes						
N/A	7020	Information Technology	Remote Access/VPN	Yes						
N/A	7025	Information Technology	Datacenter Physical Security	Yes						
N/A	7030	Information Technology	Wireless Communications	Yes						
N/A	7035	Information Technology	Mobile Device Security	Yes						
N/A	7040	Information Technology	Internet Use	Yes						
N/A	7045	Information Technology	Information Systems Backup & Data Retention	Yes						
N/A	7050	Information Technology	Personally Identifiable Information	Yes						
N/A	7055	Information Technology	Drones Use	No						

**POLICY TITLE: EQUAL OPPORTUNITY**  
**POLICY NUMBER: 2000**

2000.1 The District is an equal opportunity employer. The District will not unlawfully discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, gender, gender identity, gender expression, age (40 and over), religion and religious creed, physical or mental disability, legally protected medical condition (including ARC or HIV positive, cancer and genetic characteristics), genetic information, marital status, citizenship status, military service or veteran status, or other basis protected by law.

2000.2 The District will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all the essential functions of the position. The District will also provide reasonable accommodation for pregnancy, childbirth, or related medical conditions if requested by the employee upon advice and medical certification of their health care provider. Reasonable accommodation may include a temporary transfer to a less strenuous or hazardous position, if requested, supported by proper medical certification and otherwise qualifying as reasonable accommodation.

2000.3 The District is also committed to providing a workplace that is free of unlawful harassment, including sexual harassment. Please see the policies on Harassment and Sexual Harassment in this Manual (Policies 2015 and 2020). Complaints alleging discrimination or any other violation of this Equal Opportunity Policy may be made according to the complaint process in the Sexual Harassment Policy (Policy 2020). The District prohibits retaliation against employees for making a complaint, opposing unlawful discrimination and harassment, or cooperating in an investigation. Complaints of retaliation may be made according to the complaint procedure in the Sexual Harassment Policy (Policy 2020).

2000.4 The District complies with all applicable federal and state laws and regulations relating to nondiscrimination in employment and housing.

Current Policy

**1. DEFINITIONS**

- A. District. Beaumont-Cherry Valley Water District shall hereinafter be referred to as "District."
- B. Designees. Sections empowering the General Manager as decision-maker will not apply to any other individual, unless the General Manager should designate another management employee or supervisor as vested with such powers.

**2. CONTRACTUAL PROVISIONS**

- A. Application. The provisions of this Manual will apply to all District employment. In the event a specific provision of this Manual is contrary to a term or terms of a Memorandum of Understanding (MOU) or a written employment agreement, the MOU or written employment agreement will prevail. Such MOU or employment agreement and any amendment must be in writing and duly adopted by action of the District Board at a properly noticed public meeting.

**3. EQUAL OPPORTUNITY**

The District is an equal opportunity employer. The District will not unlawfully discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), religion and religious creed, physical or mental disability, legally protected medical condition (including ARC or HIV positive, cancer and genetic characteristics), marital status, citizenship status, military service status, or other basis protected by law.

When necessary, the District will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position. The District will also provide reasonable accommodation for pregnancy, childbirth or related medical conditions if requested by the employee upon advice and medical certification of her health care provider. Reasonable accommodation may include a temporary transfer to a less strenuous or hazardous position, if requested, supported by proper medical certification and otherwise qualifying as reasonable accommodation.

The District is also committed to providing a workplace that is free of unlawful harassment, including sexual harassment. Please see the policies on Harassment and Sexual Harassment in this Manual. Complaints alleging discrimination or any other violation of this Equal Opportunity Policy may be made according to the complaint process in the Sexual Harassment Policy. The District prohibits retaliation against employees for making a complaint, opposing unlawful discrimination and harassment or cooperating in an investigation. Complaints of retaliation may be made according to the complaint procedure in the Sexual Harassment Policy.



Proposed Policy to be Removed

Current Policy

BEAUMONT-CHERRY VALLEY WATER DISTRICT

ADMINISTRATION

~~POLICY TITLE: AFFIRMATIVE ACTION~~  
~~POLICY NUMBER: 2005~~

~~2005.1 See Equal Opportunity Policy.~~

**Commented [FS(1):** Legal Counsel recommends removing this policy, as it is replaced by the Equal Opportunity Policy.

Adopted by Resolution 20-XX, Date

4. **AFFIRMATIVE ACTION**

Please see Equal Opportunity Policy in this Manual.

5. **ACCESS TO PERSONNEL RECORDS**

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. The Employee. Employees may inspect their own personnel file in the presence of the General Manager or his/her designee.
2. Persons Other Than the Employee. Other employees of the District may have access to personnel files only if they have a "need to know." This means access is limited to:
  - i. Administrative Department staff as they need access in the course of their normal duties;
  - ii. Management considering an employee for promotion, transfers into their departments, or disciplinary action.
  - iii. Members of the Personnel Committee of the Board as it pertains to the Policy Manual subject to legal counsel recommendation.

6. **HARASSMENT**

- A. The District is committed to providing a work environment for its employees that is free of unlawful harassment. The District prohibits sexual harassment (see Section 7, "SEXUAL HARRASSMENT") as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District - supervisors and co-workers.
- B. **Reporting:** Employees are encouraged to immediately report any incident of unlawful harassment so that complaints can be quickly and fairly resolved.
- C. Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:
  - i. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
  - ii. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;

**POLICY TITLE: ACCESS TO PERSONNEL RECORDS**  
**POLICY NUMBER: 2010**

2010.1 Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. The Employee. ~~Current or former employees may inspect their own personnel file in the presence of the General Manager or their designee (Labor Code 1198.5). To inspect their own personnel file, an employee may request a Personnel Records Request Form from Human Resources or from their supervisor. Employees may inspect their own personnel file in the presence of the General Manager or his/her designee.~~
2. Persons Other Than the Employee. Other employees of the District may have access to personnel files only if they have a "need to know." This means access is limited to:
  - a. Administrative Department staff, such as Human Resources personnel, as they need access in the course of their normal duties.
  - b. Management considering an employee for promotion, transfers into their departments, or disciplinary action.
  - c. Members of the Personnel Committee of the Board as it pertains to the Policy Manual subject to legal counsel recommendation.

2010.2 Hard-copy personnel files may not be removed from the Human Resources Department.

2010.3 Representatives of government or law enforcement agencies, in the course of their duties, may be allowed to access file information as permitted by District Policy, Federal, State, or Local Law.

2010.4 Occasionally, portions of a personnel file may be subject to disclosure under a Public Records Act request, either in redacted or unredacted form. In no event will information be disclosed if it constitutes an unwarranted invasion into personal privacy.

Adopted by Resolution 20-XX, Date

**4. AFFIRMATIVE ACTION**

Please see Equal Opportunity Policy in this Manual.

**5. ACCESS TO PERSONNEL RECORDS**

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. The Employee. Employees may inspect their own personnel file in the presence of the General Manager or his/her designee.
2. Persons Other Than the Employee. Other employees of the District may have access to personnel files only if they have a "need to know." This means access is limited to:
  - i. Administrative Department staff as they need access in the course of their normal duties;
  - ii. Management considering an employee for promotion, transfers into their departments, or disciplinary action.
  - iii. Members of the Personnel Committee of the Board as it pertains to the Policy Manual subject to legal counsel recommendation.

**6. HARASSMENT**

- A. The District is committed to providing a work environment for its employees that is free of unlawful harassment. The District prohibits sexual harassment (see Section 7, "SEXUAL HARASSMENT") as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District - supervisors and co-workers.
- B. **Reporting:** Employees are encouraged to immediately report any incident of unlawful harassment so that complaints can be quickly and fairly resolved.
- C. Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:
  - i. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
  - ii. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;

Proposed Policy  
BEAUMONT-CHERRY VALLEY WATER DISTRICT

HARASSMENT

POLICY TITLE: HARASSMENT  
POLICY NUMBER: 2015

2015.1 The District is committed to providing a work environment for its employees that is free of unlawful harassment. The District prohibits sexual harassment (~~Policy 2020~~) (~~see Section 7, "SEXUAL HARASSMENT"~~) as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, genetic information, marital status, age, sex, gender, gender identity, gender expression, sexual orientation, veteran or military status, or any other basis protected by federal, state or local law, ordinance, or regulation (collectively "protected status"). This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District—supervisors and co-workers.

2015.2 **Reporting.** Employees are encouraged to immediately report any incident of unlawful harassment to either their supervisor, Human Resources, or to the General Manager so that complaints can be quickly and fairly resolved.

2015.3 Harassment because of ~~race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other protected basis~~ any protected status is prohibited, including, but not limited to the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs, unwanted sexual advances, invitations, or comments;
2. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or any other protected basis; and, Retaliation for having reported or threatened to report harassment.

2015.4 This policy applies to all employees, interns, volunteers, third parties, and agents of the employer, including supervisory and non-supervisory employees, and it applies to all phases of employment. It also applies to protect employees in the workplace from unwelcome conduct by non-employees, and all reasonable actions will be taken to protect employees from the actions of contractors, suppliers, clients, and others.

2015.5 Bullying, abusive conduct, and other forms of disruptive behavior are considered harassment under this policy.

2015.6 **Complaint Process.** If any employee of the District believes ~~that he/she/they~~ have been harassed, the employee should provide a written complaint to the ir supervisor, Department Director, Director of Finance and Administrative Services, the Human Resources Department, or the General Manager as soon as possible after the incident. The complaint should include the details of the incident(s), dates and times, name(s) of the individual(s) involved, together with the name(s) of any witness(es).

2015.7 Staff receiving harassment complaints will refer them immediately to the General Manager or the Personnel Committee of the Board of Directors (in the event the complaint involves the General Manager) who will undertake an immediate, thorough, and objective investigation of the harassment allegation(s). At the discretion of the General Manager, an outside firm or consultant may be retained to conduct an objective investigation.

Adopted by Resolution 20-XX, Date

Current Policy

4. AFFIRMATIVE ACTION

Please see Equal Opportunity Policy in this Manual.

5. ACCESS TO PERSONNEL RECORDS

Employee files are confidential and are to be treated as such. Access to employee files is limited to the following:

1. The Employee. Employees may inspect their own personnel file in the presence of the General Manager or his/her designee.
2. Persons Other Than the Employee. Other employees of the District may have access to personnel files only if they have a "need to know." This means access is limited to:
  - i. Administrative Department staff as they need access in the course of their normal duties;
  - ii. Management considering an employee for promotion, transfers into their departments, or disciplinary action.
  - iii. Members of the Personnel Committee of the Board as it pertains to the Policy Manual subject to legal counsel recommendation.

6. HARASSMENT

- A. The District is committed to providing a work environment for its employees that is free of unlawful harassment. The District prohibits sexual harassment (see Section 7, "SEXUAL HARRASSMENT") as well as harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. This policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District - supervisors and co-workers.
- B. **Reporting:** Employees are encouraged to immediately report any incident of unlawful harassment so that complaints can be quickly and fairly resolved.
- C. Harassment because of race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis is prohibited, including, but not limited to the following behavior:
  - i. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
  - ii. Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;

1. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager, or to the parties named above.
2. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
3. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair, and proper investigation.

2015.8 **Remedial Action.** If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to, and including termination. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and the confidentiality of personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

2015.9 **Retaliation Prohibited.** The District prohibits retaliation of any kind against any employee who has complained about harassment, opposed harassment, or participated in a harassment investigation.

- iii. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis; and, Retaliation for having reported or threatened to report harassment.
- D. **Complaint Process:** If any employee of the District believes that he/she has been harassed, the employee should provide a written complaint to the supervisor, Department Director, Director of Finance and Administrative Services, or the General Manager as soon as possible after the incident. The complaint should include details of the incident(s), dates and times, name(s) of the individual(s) involved, together with the name(s) of any witness(es).

Staff receiving harassment complaints will refer them immediately to the General Manager or the Personnel Committee of the Board of Directors (in the event the complaint involves the General Manager) who will undertake an immediate, thorough and objective investigation of the harassment allegation(s).

- i. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager.
  - ii. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
  - iii. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair and proper investigation.
- E. **Remedial Action.** If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to, and including termination. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and the confidentiality of personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

## 7. SEXUAL HARASSMENT

- A. Acts of sexual harassment by employees, supervisors, or managers, are prohibited and are subject to sanctions and disciplinary measures, up to and including termination of employment. The District is committed to providing a workplace that is free of unlawful discrimination and harassment. In keeping with this policy, the District is committed to providing a workplace that is free of sexual harassment (including harassment based on

**POLICY TITLE: SEXUAL HARASSMENT**  
**POLICY NUMBER: 2020**

2020.1 Acts of sexual harassment by employees, supervisors, or managers, are prohibited and are subject to sanctions and disciplinary measures, up to and including termination of employment. The District is committed to providing a workplace that is free of unlawful discrimination and harassment. In keeping with this policy, the District is committed to providing a workplace that is free of sexual harassment (including harassment based on gender, pregnancy, childbirth or related medical conditions). The District strictly prohibits and will not tolerate harassment of employees by officers, managers, supervisors, or co-workers. Similarly, the District will not tolerate harassment by its employees ~~of or~~ non-employees with whom District employees have a business, service, or professional relationship. The District will seek to protect employees from harassment by non-employees in the workplace or in work related situations.

2020.2 **Definition.** Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct by an individual is used as a term or condition of employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual.
3. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.
4. Verbal conduct such as epithets, derogatory jokes or comments, slurs, ~~or~~ unwanted sexual advances, invitations, ~~or~~ comments, or graphic commentaries on the person's body; sexually degrading works to describe the person, or propositions of a sexual nature.
5. Visual conduct such as derogatory and/or ~~sexually-oriented~~sexually oriented posters, photography, cartoons, drawings, or gestures.
6. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or any other protected basis, sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person.
7. Direct or indirect threats or suggestions of sexual relations or sexual contact are made.
8. Retaliation for having reported or threatened to report harassment.

2020.3 All employees shall be informed of the District's sexual harassment policy and complaint process again when any complaint is filed. Also, the policy and the complaint process set forth herein shall be readily available to all employees and members of the general public utilizing the District's facilities and services.

1. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by ~~the supervisor within whose department they will be working~~Human Resources during new hire orientation.

Adopted by Resolution 20-XX, Date

- iii. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis; and, Retaliation for having reported or threatened to report harassment.
- D. **Complaint Process:** If any employee of the District believes that he/she has been harassed, the employee should provide a written complaint to the supervisor, Department Director, Director of Finance and Administrative Services, or the General Manager as soon as possible after the incident. The complaint should include details of the incident(s), dates and times, name(s) of the individual(s) involved, together with the name(s) of any witness(es).

Staff receiving harassment complaints will refer them immediately to the General Manager or the Personnel Committee of the Board of Directors (in the event the complaint involves the General Manager) who will undertake an immediate, thorough and objective investigation of the harassment allegation(s).

- i. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager.
  - ii. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
  - iii. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair and proper investigation.
- E. **Remedial Action.** If it is determined that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined to be responsible for harassment will be subjected to appropriate disciplinary action, up to, and including termination. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and the confidentiality of personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

**7. SEXUAL HARASSMENT**

- A. Acts of sexual harassment by employees, supervisors, or managers, are prohibited and are subject to sanctions and disciplinary measures, up to and including termination of employment. The District is committed to providing a workplace that is free of unlawful discrimination and harassment. In keeping with this policy, the District is committed to providing a workplace that is free of sexual harassment (including harassment based on

Proposed Policy  
BEAUMONT-CHERRY VALLEY WATER DISTRICT

ADMINISTRATION

2. An annual bulletin shall be prepared, distributed, and signed by all employees informing them of the District's sexual harassment policy. The Human Resources department is responsible for the communication and tracking of the annual bulletin. See Appendix C.
3. Within ~~fourteen (14)~~14 working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees re-informing them of the District's sexual harassment policy.

2020.4 Training. All supervisors and Directors shall attend two hours of sexual harassment prevention training every two years. All other employees shall attend one hour of sexual harassment prevention training every two years. The training shall be conducted in accordance with the Department of Fair Employment and Housing regulations and shall include a component on harassment based on gender, gender identity, gender expression, and sexual orientation, as well as abusive conduct.

2020.5 **Complaint Process.** Any employee who believes he/she-is/they are the victim of sexual harassment should notify the other employee that such behavior is offensive, and ask them/him or her to immediately stop the behavior. It is important to let fellow employees know when behavior is offensive because the District hires people from a variety of cultural and ethnic backgrounds. Complaints of harassment in employment should be reported in writing as soon as possible to any supervisory employee, and/or Human Resources Personnel. If the complaint is directed against the General Manager, the complaint shall be filed with the Personnel Committee of the Board of Directors.

1. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager.
2. The complaint should include details of the incident, names of individuals involved, and names of any witnesses.
3. A formal complaint is made in writing. Said form should be submitted by the employee to any supervisory employee, preferably the immediate supervisor. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
4. An employee may file a formal or informal confidential complaint without fear of reprisal.
5. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair, and proper investigation.

2020.6 **Complaint Response Process.** Any supervisory employee who receives a formal sexual harassment complaint shall at all times maintain strict confidentiality and shall personally deliver said complaint immediately and directly to Human Resources, the General Manager, or the General Manager's designee, the Department Director or the General Manager.

1. Within ~~seventy-two (72)~~72 hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall commence and be conducted by Human Resources, the

Adopted by Resolution 20-XX, Date

Current Policy

gender, pregnancy, childbirth or related medical conditions). The District strictly prohibits and will not tolerate harassment of employees by officers, managers, supervisors or co-workers. Similarly, the District will not tolerate harassment by its employees of non-employees with whom District employees have a business, service or professional relationship. The District will seek to protect employees from harassment by non-employees in the workplace or in work related situations.

- B. Definition. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - i. Submission to such conduct by an individual is used as a term or condition of employment.
  - ii. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual.
  - iii. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
  - iv. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments, graphic commentaries on the person's body; sexually degrading words to describe the person, or propositions of a sexual nature.
  - v. Visual conduct such as derogatory and /or sexually-oriented posters, photography, cartoons, drawings, or gestures.
  - vi. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis, sexually suggestive objects or pictures placed in the work area that may embarrass or offend the person.
  - vii. Direct or indirect threats or suggestions of sexual relations or sexual contact are made.
  - viii. Retaliation for having reported or threatened to report harassment.
- C. All employees shall be informed of the District's sexual harassment policy and complaint process again when any complaint is filed. Also, the policy and the complaint process set forth herein shall be readily available to all employees and members of the general public utilizing the District's facilities and services.
  - i. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the supervisor within whose department they will be working.
  - ii. An annual bulletin shall be prepared, distributed and signed by all employees informing them of the District's sexual harassment policy. See Appendix C.



General Manager, or the General Manager's designee, regarding the alleged harassment, the General Manager, within which the alleged harassment occurred.

2. The investigation shall include a written statement from the alleged harasser.
3. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings will be sent to the General Manager, or their designee. The General Manager, or their designee, shall immediately inform, in total confidentiality, the Personnel Committee of the Board of Directors.
4. All discussions resulting from said investigation shall be kept confidential by all informed of said investigation.
5. The person initiating the complaint has the right to be accompanied by an advocate when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.
6. All parties concerned will be advised of the results of the investigation to the extent permitted by District policy and applicable law.

**2020.7 Disciplinary Procedures and Sanctions.** Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found, including mandatory sexual harassment training to prevent future incidents. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and confidential personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.

1. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, etc.
2. Action taken to remedy a sexual harassment situation shall be done in a manner to protect potential future victims. An employee involved in a confirmed incident shall be removed from supervision of a person verified to have committed a harassment activity.
3. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

Adopted by Resolution 20-XX, Date

- iii. Within fourteen (14) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees re-informing them of the District's sexual harassment policy.
- D. **Complaint Process.** Any employee who believes he/she is the victim of sexual harassment should notify the other employee that such behavior is offensive, and ask him or her to immediately stop the behavior. It is important to let fellow employees know when behavior is offensive because the District hires people from a variety of cultural and ethnic backgrounds. Complaints of harassment in employment should be reported in writing as soon as possible to any supervisory employee. If the complaint is directed against the General Manager, the complaint shall be filed with the Personnel Committee of the Board of Directors.
  - i. An employee is never required to make a complaint to a supervisor or manager who is alleged to be responsible for the harassment. The complaint may be made to an uninvolved supervisor or manager.
  - ii. The complaint should include details of the incident, names of individuals involved and names of any witnesses.
  - iii. A formal complaint is made in writing. Said form should be submitted by the employee to any supervisory employee, preferably to the immediate supervisor. While written complaints are strongly encouraged, the District will investigate all complaints, including those that are not written or that are anonymous. However, the ability to investigate and remedy unwritten or anonymous complaints may be compromised if insufficient information is available for the investigation.
  - iv. An employee may file a formal or informal confidential complaint without fear of reprisal.
  - v. The investigation will be conducted in as confidential a manner as possible, consistent with a full, fair and proper investigation.
- E. **Complaint Response Process.** Any supervisory employee who receives a formal sexual harassment complaint shall at all times maintain strict confidentiality and shall personally deliver said complaint immediately and directly to the Department Director or the General Manager.
  - i. Within seventy-two (72) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall commence and be conducted by the General Manager, within which the alleged harassment occurred.
  - ii. The investigation shall include a written statement from the alleged harasser.
  - iii. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings will be sent to the General Manager. The General Manager shall immediately inform, in total confidentiality, the Personnel Committee of the Board of Directors.

## Current Policy

- iv. All discussions resulting from said investigation shall be kept confidential by all informed of said investigation.
  - v. The person initiating the complaint has the right to be accompanied by advocate when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.
  - v. All parties concerned will be advised of the results of the investigation.
- F. **Disciplinary Procedures and Sanctions.** Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found, including mandatory sexual harassment training to prevent future incidents. The complainant will be advised once the investigation is complete and will be provided with a summary of the results of the investigation, including whether corrective action was taken and the general nature of that action. The complainant will not be entitled to a copy of the confidential investigation report or the specific details of corrective action, consistent with employee privacy and confidential personnel matters. Others involved in the investigation may also be advised once the investigation is complete and provided with a summary of other information appropriate to their involvement.
- i. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, etc.
  - ii. Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims. An employee involved in a confirmed incident shall be removed from supervision of a person verified to have committed a harassment activity.
  - ii. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.
8. **EMPLOYEE STATUS**
- A. **At Will.** All employment at the District is "at will." This means that either the employee or the District may end the employment relationship at any time, with or without advance notice and with or without cause. Provided, however, that discipline, grievance, layoff and other similar procedures in an MOU or written employment agreement will apply while in force, but are not intended to alter the at-will nature of the employment relationship. The at will nature of the employment relationship can only be changed by a clear and unambiguous intent to alter the at will nature of employment made in a MOU or written employment agreement approved by the District Board and signed by or on half of the employee involved. Any reference in this Manual to discipline is not intended to change the at will nature of the employment relationship or to restrict either the employee's or the District's options under the "at will" employment policy.



**POLICY TITLE: WHISTLEBLOWER PROTECTION**  
**POLICY NUMBER: 2025**

2025.1 The District is committed to the highest standards of financial reporting and lawful and ethical behavior. Protecting the integrity of the District is of paramount importance. Additionally, the District is committed to full compliance with all state and federal statutes, rules, and regulations by all employees and members of the Board of Directors.

2025.2 The purpose of this policy is to encourage and enable Board members, employees, temporary employees, consultants, vendors, and others affiliated with the District to report any action or suspected action taken within the District that is illegal, fraudulent, or in violation of any adopted policy of the District, to a source within the District before turning to outside parties for resolution.

2025.3 **Definition.** A "Whistleblower" is an employee who discloses information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate, discover, or correct the violation or noncompliance, or who provides information to or testifies before a public body conducting an investigation, hearing, or inquiry, where the employee has reasonable cause to believe that the information discloses violations of state or federal statute, violation or noncompliance with a local, state, or federal rule or regulation, or unsafe working conditions or work practices in the employee's employment or place of employment. A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

2025.4 This policy applies to any matter which is related to the District's business and does not relate to private acts of an individual not connected to the business of the District. This policy is intended to supplement but not replace the District's other related policies such as harassment and discrimination (Policies 2000, 2005, 2015, and 2020), any grievance procedure, or to any applicable state and federal laws governing whistleblowing.

2025.5 Board members and employees are prohibited from taking an adverse action against another employee who has engaged in protected activity.

2025.6 **Protected employees.** An employee, or a person acting on behalf of the employee, who reports or is about to report, or is perceived to have reported or be about to report, verbally or in writing, a violation or suspected violation of this policy, unless the employee knows the report is false. Additionally, employees are protected when the employee is requested by the District or any agency or officer thereof, to participate in an investigation, hearing, or inquiry held by the District, agency, or official, are protected under this policy.

2025.7 **Retaliation Prohibited.** No District Board member or employee may take the following actions against any other employee or Board member because the latter employee or Board member in good faith engaged in certain kinds of protected activity:

1. Terminate, demote, suspend, or take other similar adverse employment action.
2. Threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions of employment, work location assignment, or privileges.
3. Subject to coercion or disciplinary action.

Adopted by Resolution 20-XX, Date

2025.8 To protect the District's integrity and the public's trust, the District may take official action to enforce and punish violations of standards of this policy.

2025.9 **Protected Activity.**

1. Disclosure of information to a government or law enforcement agency, person with authority over the employee, or to another employee with authority to investigate.
2. Refusal to participate in an activity that would result in violation of a state or federal statute, or a violation of noncompliance with local, state, or federal rule or regulation.
3. Filing a complaint for investigation with the California Office of the Controller's Whistleblower Program, the District Attorney, the Grand Jury, Cal/OSHA, or any other agency or District department or person with authority to receive or process whistleblower complaints alleging:
  - a. Improper governmental activity
  - b. Misuse of funds
  - c. Deficiencies in quality and delivery of services
  - d. Wasteful or inefficient practices
  - e. Unlawful activity in connection with a District contract
  - f. Abuse of authority
  - g. Specified or substantial danger to public health or safety
  - h. Use of a District office, position, or resource for personal gain
  - i. Any other similar type of complaint
4. This protection extends to those whose allegations that are made in good faith but prove to be mistaken.
5. The District reserves the right to discipline employees who make bad faith, knowingly false, or vexatious complaints, reports, or inquiries or who otherwise abuse this policy.
6. Complaints or concerns expressed to co-workers who do not have the authority to act on whistleblower complaints are not protected activity under this policy.

2028.10 **Reporting.**

1. All persons who witness or experience improper activity of the type enumerated by this policy shall report the activity in order to facilitate early, effective, and impartial investigation and intervention by the District.
2. Any whistleblower who believes they are being retaliated against must contact the Human Resources department, the General Manager, or the General Manager's designee immediately.
3. Matters reported internally will be investigated by the General Manager or their designee. The District will provide a full report on matters raised under this policy to the Board of Directors.
4. Complaints, reports, or inquiries may be made under this policy on a confidential or anonymous basis. The report should provide sufficient information and specific facts. The District will conduct a prompt and objective review and investigation of the allegation.

Adopted by Resolution 20-XX, Date



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
March 22, 2021**

**Item 5**

**STAFF REPORT**

**TO:** Personnel Committee

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

**SUBJECT:** **Status of Implementation of HR Dynamics Recommendations from the Human Resources Assessment of 2019**

---

**Staff Recommendation**

No recommendation, for informational purposes only.

**Background**

In 2019, the Beaumont-Cherry Valley Water District partnered with HR Dynamics to conduct a needs assessment of the District to determine requirements for a human resources function. The completed assessment provided a total of 208 recommendations of varying complexity. HR Dynamics estimated that completion of all recommendations would take at least five years.

At a recent meeting, the Board of Directors requested an update on the progress of implementing said recommendations to be presented to the Personnel Committee of the Board of Directors.

**Summary**

The assessment provided by HR Dynamics consists of 208 recommendations, organized by category and priority level. The recommendations are of varying complexity due to resources required, approval processes, and timing. For example, many of the recommendations rely on completion of a Classification and Compensation study, which is a large project currently in progress for this year. Additionally, time and budget constraints affect many of the recommendations to be implemented.

Thus far, the District has implemented 129 of the 208 recommendations, or 62%. Implementation of the entire list is on track for completion within the proposed five-year timeline, with an estimated completion date in 2024.



HR Dynamics Recommendations Progress 2019-2021					
Priority Level	Category	Total Recommendations	Total Completed	Percent Complete	Notes
1	Legal and Safety	15	11	73%	Pending Class and Comp Study, Policy Manual Updates
2	Training	29	24	83%	In progress, budget constraints
3	Policies and Procedures	34	17	50%	Intensive staff effort and Board approval process. Pending MOU negotiations
4	Recruitment, Retention, Succession Planning	69	31	45%	COVID and budget constraints, pending completion of Class, Comp and Succession Planning projects
5	Administration	61	46	75%	Staff and budget constraints
	<b>Total</b>	<b>208</b>	<b>129</b>	<b>62%</b>	

### **Fiscal Impact**

No fiscal impact.

*Staff Report prepared by Sabrina Foley, Human Resources Coordinator.*



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
March 22, 2021**

**Item 6**

**HUMAN RESOURCES REPORT**

**TO: Board of Directors Personnel Committee**

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

**SUBJECT: Human Resources Department Report for the Period of February 12, 2021 – March 14, 2021**

---

**Personnel**

Total Current Employees (Excluding Board Members)	38
Part Time	3
Temporary	3
Interns	0
Separations	2
Retiring Employees	0

**New Hires**

A temporary customer service position for the AMR/AMI project was filled 2/17/2021.

**Anniversaries\***

N/A

*\*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**

An employee was promoted from Production Maintenance I to Production Maintenance II effective 3/8/2021.

**Employee Communications**

On 2/16/21, HR shared an LA Times article with District management regarding public claims of harassment at the Metropolitan Water District.

On 2/17/21, HR shared information about the 457 Plan with employees.

On 2/22/21, HR sent a reminder to all staff regarding the implementation of the COVID-19 Prevention Program (CPP) and required self-certification.

On 2/22/21, HR published the March 2021 District calendar.



On 2/24/21, HR sent a reminder to all staff about the upcoming HR Webinar, “Managing Priorities to Maximize Your Day.”

On 2/24/21, HR announced Engineering Week to all staff.

On 2/25/21, HR published a recording of the HR Webinar to TargetSolutions.

On 3/4/21, HR shared information about the Employee Assistance Program (EAP) and Behavioral Health Benefits with all employees.

On 3/9/21, HR shared information about the annual CalPERS Stakeholders Survey.

On 3/10/21, HR shared information about available local COVID-19 vaccination appointments.

On 3/11/21, HR shared the Wellness Connection Newsletter from the District’s benefits broker Keenan & Associates.

On 3/11/21, HR announced an internal promotion.

On 3/11/21, HR assigned all staff annual workplace diversity training.

### **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 84	Employment: COVID-19 Supplemental Paid Sick Leave	Would entitle a covered employee to up to 80 hours of supplemental paid sick leave if the employee is unable to work due to COVID-19 qualifying reasons.	New; Amended and Returned to Committee
AB 95	Employees: Bereavement Leave	Would require employers to provide 10 days of unpaid bereavement leave, subject to certain exclusions.	New; Referred to Committee
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; Amended and Referred to Committee
AB 444	State and Local Employees: Pay Warrants: Designees	Currently, government employees may designate an individual to receive their final paycheck (“warrant”) in the event of their death. The bill would require employers to issue the final paycheck in the designee’s name.	New; Referred to Committee



AB 513 (similar to SB 657)	Employment: Telecommuting Employees	This bill would authorize an employee working from home to receive legally required notices and postings electronically and sign certain documents electronically. The bill would also require that a working from home employee's wages due at the time of separation of employment be deemed to have been paid on the date that the wages are mailed to the employee.	New; Referred to Committee
AB 55	Employment: Telecommuting	Declares the intent of the Legislature to enact further legislation to ensure certain rights and benefits for telecommuting employees.	New (No updates)
AB 237	Public Employment: Unfair Practices: Health Protection	Would make it an unfair practice for a public agency employer to fail or refuse to maintain or pay for medical coverage for an enrolled employee or their dependents during the employee's participation in an authorized strike.	New; Referred to Committee
AB 684 (amended to <b>AB 654</b> )	COVID-19 Exposure: Notification	Would require the State Department of Public Health to make information available which would allow the public to track the number of COVID-19 cases and outbreaks by both workplace and industry.	New; Referred to Committee
SB 238	Fair Employment and Housing Protections: Political Affiliation	Would add political affiliation as a protected characteristic for the right to seek, obtain, and hold employment without discrimination.	New; Referred to committee
AB 687	Family Care Leave: Child Deceased in Childbirth	Would expand eligibility for benefits under the Paid Family Leave program to include leave for a pregnant parent if the child dies unexpectedly during childbirth after 37 weeks of pregnancy.	New
AB 995 (SB 95 is similar)	Paid Sick Days: Accrual and Use	Would change the alternate sick leave accrual rate from a minimum of 24 hours per year to a minimum of 40 hours per year.	New



AB 1119	Employment Discrimination	Would expand protected characteristics to include family responsibilities, meaning the obligation of an employee to provide care for a minor child or care recipient.	New
AB 1179	Employer Provided Benefit: Backup Childcare	Would require an employer with 30 or more employees to provide up to 60 hours of paid backup childcare benefits to be used when the employee's regular childcare provider cannot be utilized.	New

*Prepared by Sabrina Foley, Human Resources Coordinator, March 15, 2021*





**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
March 22, 2021**

Item 3

**STAFF REPORT**

**TO:** Personnel Committee  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** District Residences and Facility Emergency Policy

---

**Staff Recommendation**

Review the proposed revisions to the District Residences and Emergency Facility Policy, and:

- a. Resolve remaining issues and provide final comment and/or direction to staff, and vote to recommend presentation of the final draft to the full Board for consideration, or
- b. Vote to recommend a final draft to the full Board for consideration and resolution of outstanding issues remaining.

**Background**

As the Beaumont-Cherry Valley Water District boundaries grew to encompass the more rural areas of Cherry Valley and the Bonita Vista Water Company, it acquired various properties in Edgar Canyon, such as well sites and other facilities, three of which included residential dwelling structures, with one property containing two residential dwelling structures.

Over time, BCVWD employees have been installed at these residences to provide security, maintenance, and report to any emergency need that arises. The District's historic intent upon installing District employees at these residences "is in furtherance of providing ongoing security for the District's wells and transmission facilities."

The District Residences and Facility Emergency Policy had been last revised in 2009 in response to a Grand Jury investigation in 2008. The Personnel Committee directed staff to prepare revisions that assure transparency and represent the interests of both the employees residing in the District-owned residences and those not in residences.

The Personnel Committee reviewed the District Residences and Facility Emergency Policy and the Employee Occupancy Agreement at its meetings in June through November 2020. Legal Counsel has also reviewed the documents and input has been incorporated into the drafts.

**Summary**

The Personnel Committee has delved into real detail on this policy and changes are coming for current and future employee-occupants. There are issues remaining to be resolved by the Personnel Committee to achieve a true balance between protecting the District and its assets and assuring that the three District-owned residences continue to be an appealing proposition for employees and a benefit to the District.

At this time, staff has identified that employee-occupants living in District residences provide as a minimum, the following activities:



1. A presence in the Canyon, both for emergency response (as evidenced by the fires and potential floods of 2020/21) and latent and active security presence including nightly and weekend observation of facilities and canyon activities (i.e. trespassers such as mountain bikers, hikers, and horseback riders, and illegal dumping activities).
2. Some maintenance to the District houses occupied by the individuals.
3. Facilities review, observation, operation, and maintenance activities of District facilities and pipelines at night and on weekends on an as needed basis.
4. A payment of monthly reimbursement for ongoing maintenance (currently \$200/month).

### **Discussion**

Revisions to the proposed documents have been made based on substantive Committee discussion at the meetings of October 1 and November 23, 2020, but there are still outstanding items to be resolved by the Committee.

### **District Residences and Emergency Facility Policy**

1. Definition of “immediate family”

*(District Residences and Facility Emergency Policy Draft 8: Section 8c)*

The section has been revised to limit occupancy to the employee, their spouse or domestic partner, and their children.

2. Security Deposit

*(District Residences and Facility Emergency Policy Draft 6: Purpose, Section 6g)*

At its November 23, 2020 meeting, the Committee concurred that the amount of the security deposit could be set at three times the monthly maintenance fee if the fee were determined to be an appropriate amount. Alternatively, if the monthly maintenance fee is updated, the three time multiplier should most likely be discussed further.

3. Vehicle parking on the properties

*(District Residences and Facility Emergency Policy Draft 8: Purpose, Section 8g)*

At its October 1, 2020 meeting, the Committee requested modifications to the section on vehicles, which have been made on the policy draft and in the Employee-Occupancy Agreement. Staff recognizes that situations vary, and the policy provides for variance at the discretion of the General Manager. It will be the responsibility of the supervisor of the Employee-Occupant or the General Manager to monitor the premises for compliance.

Per direction to staff at the November 23, 2020 meeting, the section on vehicle parking was amended in the policy and the agreement to eliminate the maximum number of vehicles per licensed driver.

4. Insurance.

At the November 23, 2020 meeting, the Committee requested specific inclusion of a liability insurance requirement for dogs. This has been entered in the policy.



### Items requiring finalization

#### 1. Payment for Water Use / Water Bill

Water has been historically provided to the District residences at no charge to the Employee-Occupant, because the District is in the business of providing water and because it is in the best interest of the District to have the landscaping properly irrigated to provide for landscaping needs (if any) and help foster defensible space zones around the residences in the event of wild fires.

Members of the Personnel Committee expressed concern regarding water conservation considerations, potential for unmonitored excessive use, and provision of an amenity at the expense of the District. Committee members stressed equity with other residences in the community while being fair and realistic. Consensus of Committee members at the November 23, 2020 meeting determined the employee-occupant's responsibility for payment for water. There were several points made related to how much or how to charge employees for water use, but no consensus was reached.

At the November 20, 2020 meeting, staff proposed four potential options for consideration of the value of water:

- a. Install an irrigation meter for landscaping, and a potable meter for household use
- b. Charge a monthly flat rate for water use
- c. Charge 30 percent of the total use for indoor household use
- d. Continue to supply water as an inclusion in the occupancy

Discussion at the November meeting focused on credit for outdoor water use and delved into landscaping needs at each of the District residences. A significant factor is outdoor use related to maintenance of landscaping. The Committee emphasized that the employee-occupant must maintain the landscaping and assure proper irrigation in order to be eligible to receive credit for outdoor water use.

If the employee-occupants are to be charged for water, staff recommends that the District first install drought-tolerant landscaping and updated irrigation systems at each of the residences. The District has funds budgeted for landscaping at the residences. Staff proposes a plan to make these improvements at each of the residences consistent with the District's conservation targets and landscaping ordinance. The landscaping would be similar to the demonstration garden at the Noble Creek Recharge Facility.

Of note, the installation of drought-tolerant landscaping may result in the unintended consequence of reducing the wildfire defensible space maintained at some or all the residences (i.e., no grass or spray irrigation system in the vicinity of the residential unit).

The Committee indicated that a separate irrigation meter was not warranted but indicated that meter charges and pass-through costs would be appropriate. Further, District staff would monitor monthly usage via water meters to verify for and reduce (if necessary) excessive use by specific residences, as desired by the Personnel Committee.



A reasonable compromise may be to work the cost of the following components into a monthly bill as part of the cost of occupancy:

1. Tier 1 rate cost of 16 ccf (2021 cost of \$0.71/ccf or \$11.36/2 months for 2021)
  - a. Tier 1 rate provides for 4 people using 50 gallons per day per person or 200 gallons per day for 4 people or in a 60 day period ~ 16ccf
  - b. 1 person @ 50 gpd = 6.6845 cfd or 401 cf/per 60 days (4 ccf) 4 people x 4 ccf = 16 ccf over 2 months.
2. Bi-monthly meter service charge for a 5/8" water meter (2021 cost of \$24.17 for 5/8" water meter)
3. Current SCE pass through cost for 16 ccf (\$0.32/ccf or \$5.12/16 ccf)
4. Current Imported Water pass through cost for 16 ccf (\$0.72/ccf or \$11.52/16 ccf)

Based upon this approach, the cost for 2021 would be as follows:

Item	2021 Cost (1)
Tier 1 Cost for 16 ccf (2021 Cost)	\$ 11.32
5/8" water meter (2021 Cost)	\$ 24.17
SCE pass through electrical cost (2021 @ 16ccf for 2-month period)	\$ 5.12
Imported water pass through cost (2021@ 16ccf for 2-month period)	\$ 11.52
<b>Bi-monthly (and Monthly Cost) for 2021 @ 16ccf for 2 month and (single month) periods</b>	<b>\$ 52.13</b>
	<b>(\$ 26.07)</b>

- (1) Cost for Rate, Meter, SCE, and Imported Water should be structured to provide for escalation necessary to meet District current water rate structure.

Further, District staff would monitor monthly usage via water meters to verify for and reduce (if necessary) excessive use by specific residences, as desired by the Board of Directors.



Fixed water charges are as follows in the BCVWD Rules and Regulations, item 5-1.2 Fixed Water Charges:

### 5-1.2 FIXED WATER CHARGE

NOTE: Non-residential accounts that are billed on a monthly basis will be pro-rated at one-half of the Bi-Monthly fixed water charge.

### BI-MONTHLY POTABLE AND NON-POTABLE METER SERVICE CHARGES:

Applicable to Domestic and Commercial services

Meter Size	Effective March 2020	January 2021	January 2022	January 2023	January 2024
5/8"	\$ 22.58	\$ 24.17	\$ 25.87	\$ 27.69	\$ 29.63
3/4"	\$ 31.13	\$ 33.31	\$ 35.65	\$ 38.15	\$ 40.83
1"	\$ 48.24	\$ 51.62	\$ 55.24	\$ 59.11	\$ 63.25
1-1/2"	\$ 91.01	\$ 97.39	\$ 104.21	\$ 111.51	\$ 119.32
2"	\$ 142.33	\$ 152.30	\$ 162.97	\$ 174.38	\$ 186.59
3"	\$ 304.84	\$ 326.18	\$ 349.02	\$ 373.46	\$ 399.61
4"	\$ 544.34	\$ 582.45	\$ 623.23	\$ 666.86	\$ 713.55
6"	\$ 1,117.43	\$ 1,195.66	\$ 1,279.36	\$ 1,368.92	\$ 1,464.75
8"	\$ 2,400.46	\$ 2,568.50	\$ 2,748.30	\$ 2,940.69	\$ 3,146.54
10"	\$ 3,597.95	\$ 3,849.81	\$ 4,119.30	\$ 4,407.66	\$ 4,716.20
12"	\$ 4,538.84	\$ 4,856.56	\$ 5,196.52	\$ 5,560.28	\$ 5,949.50

Variable water use charges are as follows Rules and Regulations, item 5-1.2.3 Fixed Water Charges:

### 5-1.3 CHARGE FOR WATER USED (Quantitative Use):

Customer Class	Monthly Tiers (ccf)	March 2020	January 2021	January 2022	January 2023	January 2024
Single Family						
Tier 1	0 - 16	\$ 0.66	\$ 0.71	\$ 0.76	\$ 0.82	\$ 0.88
Tier 2	17 - 34	\$ 0.81	\$ 0.87	\$ 0.94	\$ 1.01	\$ 1.09
Tier 3	34+	\$ 1.36	\$ 1.46	\$ 1.57	\$ 1.68	\$ 1.80
Multi-Family	Uniform	\$ 1.01	\$ 1.09	\$ 1.17	\$ 1.26	\$ 1.35
Commercial / Industrial	Uniform	\$ 0.95	\$ 1.02	\$ 1.10	\$ 1.18	\$ 1.27
Fire Service	Uniform	\$ 1.17	\$ 1.26	\$ 1.35	\$ 1.45	\$ 1.56
Landscape Irrigation	Uniform	\$ 1.06	\$ 1.14	\$ 1.22	\$ 1.31	\$ 1.41
Schedule Irrigation	Uniform	\$ 1.06	\$ 1.14	\$ 1.22	\$ 1.31	\$ 1.41
Construction	Uniform	\$ 1.17	\$ 1.26	\$ 1.35	\$ 1.45	\$ 1.56
Non-Potable	Uniform	\$ 0.72	\$ 1.02	\$ 1.04	\$ 1.06	\$ 1.07



## 2. Monthly Maintenance Fee

At the November 23, 2020 meeting, the Committee reviewed the analysis and directed staff to formulate a more equitable solution to determine the maintenance fee for each residence.

Staff and the Personnel Committee have discussed what a total monthly maintenance fee and responsibility activity by the resident staff member might look like. Staff further identifies that a monthly maintenance fee that approaches “fair market rent” of similar houses may deter interest by employee-occupants. Further, these residential locations may not be considered convenient and come with exposure to some adverse situations (wildfire, etc.).

The Personnel Committee members pointed out that maintenance labor costs should not be based on individual employee salary level, but on the value of the actual work itself. However, it should be noted that the value of the work would either need to be performed by some other District staff at their fully burdened rate (if not performed by the occupant) or by an outside contractor at prevailing wage rates plus staff management time; therefore, the value of the cost should be costed appropriately, or the cost analysis should be used as a basis of understanding for determining a move forward consensus.

Staff reviewed fully burden staff rates for 2021 and removed Director level personnel and averaged the fully burdened hourly rate of the District’s employees. This rate is equal to \$48.34 as evidenced in attachment C. Staff also reviewed prevailing wage residential construction workers for 20 labor areas and averaged those full rates (with benefits, Medicare, and social security payments) and that averaged rate is equal to \$54.77 (without providing for any company profits added to the rate). Based upon these wages, the average wage between the two approaches results in a wage of \$51.56. These were then used in the District’s analysis of activities for each residence (see Attachment C).

The analysis most likely should not allot different cost levels to the same work or expectation of employees. A rate should be assigned based on the tasks or performance cost (based on comments above), and considerate of the potential pitfalls stated above. The Committee wants to see value for the occupancy, but the District also needs to communicate the value of goodwill, trust, responsibility, and employee engagement. Unfortunately, these intangibles are difficult to monetize.

Finally, it is recommended that the cost of living within the District residence should have an escalation rate over time to provide for the increased cost of residing within the residence.

### **Draft Occupancy and Employment Agreement (Version 10)**

The Occupancy and Employment Agreement with the inclusion of Exhibit A – Scope of Work, is intended as a type of employment contract. At its October 1, 2020 meeting, the Personnel Committee indicated that any Employment and Occupancy Agreement should come before the Board for approval.

Although the Employment and Occupancy Agreement is designed not to create a legal tenancy, the District desires to assure fair treatment of all occupants of District residences and looks to typical landlord-tenant norms to inform the policy. This agreement is intended as an administrative document and will be separate from the Board action (by resolution) to adopt the policy.





The Agreement is a standalone administrative document that may be customized to suit the needs of each District residence situation, reflective of policy but is not a part of the policy adoption. This allows the District flexibility in terms (while remaining within the policy) and to respond to potential legal environment changes. Each Agreement will come before the Board individually at the time of employee consideration.

The Employment and Occupancy Agreement has been revised to mirror the revisions to the District Residences and Emergency Facility Policy.

### **Scope of Work and Maintenance Responsibilities**

Staff has communicated to the Committee that each Scope of Work (SOW) will be different depending on the residence and associated occupant(s). Each Scope of Work will be prepared based on current conditions and work being performed and will be attached to the Occupancy and Employment Agreement. Staff advises that the Scope of Work may contain sensitive security information.

Staff further identifies that each SOW will come before the Board with each individual employee-occupancy agreement, per Personnel Committee direction.

Staff wants to ensure that the District does not end up with a policy that makes it unattractive for employees to live in the residences and take on the extra responsibility and emergency response.

There is concern regarding significantly increased work activities to be performed by the occupants, and that credited residence-related work may become prohibitive. Specifically, the District needs to clearly determine the work activities credited with residence occupancy and avoid wage exposure issues related to compensation for hourly staff members (non-exempt staff) if not identified and handled as part of any analysis. California wage and hour laws may entitle hourly employees to consideration of overtime pay or credit activity. The District should be cautious with any cost analysis and scope of work that may be too burdensome. It may be prudent to be cautious in assigning dollar figures to the extra work expected of an employee, so that the District is not creating a liability or possibly running afoul of its reasonable goal to avoid establishing a working condition fringe benefit (IRS Publication 5137), which would be taxable to the employee-occupant.

### **Conclusion**

Upon finalization and recommendation via vote of the Personnel Committee, the draft Policy will be submitted to the full Board for adoption. The Board would be approving only the policy document, not the Agreement or Scope of Work. Per the direction of the Personnel Committee, the Agreement and the individual scope of work would be submitted to the Board on a case-by-case basis as they come up for renewal or new action. In the event the Board wishes to approve the final Agreement along with the Policy, this would be tying the hands of the General Manager to customize the Agreement to the individual residence and circumstances of the employee-occupant, even though the Policy may indicate that the General Manager has the authority to grant variances.



*Requested action today: Finalize the outstanding elements and vote to recommend the item to the full Board of Directors for consideration.*

**Attachments**

- A. Proposed revision District Residences and Emergency Facility Policy (Version 10)
- B. Draft Occupancy and Employment Agreement (Version 10)
- C. Cost Analysis
- D. Sample Scope of Work (Handout)





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

Please ignore formatting,  
numbering and indentation  
inconsistencies. These will be  
addressed in the final version.

**POLICY DRAFT – VERSION 10**  
**DISTRICT RESIDENCES AND FACILITY EMERGENCY**  
**POLICY**

**PURPOSE**

1. **District facilities.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. **Properties.**  
District-owned residence properties include four (4) separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.
3. **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.
  - a. Local Emergencies include:
    - i. Acts of vandalism
    - ii. Security breaches
    - iii. Power failures
    - iv. Operational failures
    - v. Floods
    - vi. Fires
    - vii. Earthquakes
    - viii. Monitor damage caused by wildlife
    - ix. Other natural or human-caused emergencies
  - b. Regional emergencies  
It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.
4. **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

**POLICY**

5. **Non-Employee Occupancy**
  - a. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated

purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private or public agency tenant on a 12-month basis at fair market value.

- b. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.
- c. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

#### **6. Occupancy of District-owned Residences**

- a. Occupancy of District-owned residences is provided for the convenience of BCVWD.
- b. The Employee is required to accept this lodging as a condition of employment.
- c. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
- d. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise.
- e. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
- f. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence.
- g. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on ~~two (2)~~<sup>three (3)</sup> times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out; unless deductions are necessary for:
  - i. Default on payment of the monthly maintenance fee
  - ii. Default on reimbursement for electric or propane service
  - iii. Damage in excess of normal wear and tear
  - iv. Cleaning due to excessive filth / trash / debris

#### **7. Responsibilities**

- a. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
- b. The primary responsibilities of the Employee residing in a District residence include but are not limited to:
  - i. Safeguarding property and facilities from trespassers and potential vandalism
  - ii. Monitoring property and facilities daily

- iii. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
- c. Management will provide procedures for the Employee to follow for situations that may occur, to be included in the Scope of Work document.
- d. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

## 8. Occupancy.

- a. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of the BCVWD property.
- b. During Employee's employment, Employee-Occupant's immediate family as defined in the BCVWD Policies and Procedures Manual Part I Section 24D (spouse or Registered Domestic Partner, and their children) may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.
- c. Maximum occupancy of District-owned residences is two (2) persons per bedroom.
- d. Employee may have up to two (2) pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e. horses).
  - i. All animals in residence on BCVWD property are governed under Title 6 of the Riverside County Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.
  - ii. Certificates of proper vaccinations must be submitted to the District for all animals prior to locating them on the premises.
  - ii.iii. Employee-occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCVWD as an additional insured.
- e. Wild or undomesticated animals are deemed potentially dangerous and are not allowed to be maintained on BCVWD property.
- f. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.
  - i. Passenger vehicles and trucks may be parked on the property; one vehicle per licensed driver in residence plus one additional vehicle (i.e. tow vehicle or truck, etc.)
  - ii. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or other licensed driver residing on the property. Valid registration tags must be displayed.
  - iii. No commercial vehicles other than the employee's assigned District vehicle, or other by permission of the General Manager only
  - iv. RVs
    - One Recreational Vehicle (RV) of any size may be parked on the property.

The RV may be occupied by no more than two persons on a temporary basis (not to exceed 14 days in a 30-day period).

The RV must adhere to all applicable County ordinances.

The RV must be in in operable condition, currently registered in the State of California with current valid tags displayed.

- v. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles  
These types of other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street.
- g. Variances to the above policies may be made at the discretion of the General Manager. All variance requests must be submitted in writing to the General Manager.

## 9. Utilities

- a. Provided by BCVWD free of charge to the residence:

- i. **Water**

- ii. Septic tank service and routine related maintenance (normal wear and tear)

- 1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.
    - 2. Employee-Occupant acknowledges receipt of the guide "Do's and Don'ts of the Septic System" and understands the information
    - 3. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant

- iii. Pest control

- 1. Pest control shall be provided upon request as needed for interior of residence and garage.
    - 2. Pest control shall be provided upon recommendation by annual inspection as needed.

- b. To be reimbursed by the Employee-Occupant to the District upon receipt of bill:

- i. Propane gas

- 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.

- ii. Electricity

- 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.

- c. To be established and provided by Employee at their discretion:

- i. Telephone service
  - ii. Internet service
  - iii. Television (cable or satellite)

- d. Trash removal: There is no trash pick-up service for the residence. Employee will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.

Commented [KL(1)]: To be finalized by Committee or Board

## **9. Maintenance**

BCVWD responsibility.

- a. BCVWD shall perform or cause to be performed by a qualified contractor an inspection of the Residence and property to determine any maintenance needs every three years or as determined by the General Manager.
- b. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:
  - (i) All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
  - (ii) All appliances purchased and installed by BCVWD.
  - (iii) All fencing, gates, locks, and associated hardware.
  - (iv) Exterior maintenance: roof repair, wood trim, and siding.
  - (v) All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
  - (vi) All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
  - (vii) All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
  - (viii) Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
  - (ix) Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.

## **11. Insurance.**

- a. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- b. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled or reduced until at least thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee.
- c. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee as additional insured.

## **12. Termination of Employment and Occupancy**

- a. Employee's right to use and occupy a District-owned residence is a condition of employment, subject to review, and is on a periodic basis.
- b. Upon termination of employment, the right is also terminated.

c. Vacation of premises will occur on the earlier of:

- i. Forty-five (45) days following written notice from BCVWD to vacate the residence; or
- ii. Thirty (30) days following the date upon which Employee's employment with BCVWD is terminated; or

b. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.

DRAFT



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

DRAFT 10  
For Personnel  
Committee  
3/22/2021

## EMPLOYMENT AND OCCUPANCY AGREEMENT – AGENCY FACILITIES

This Employment and Occupancy Agreement (“Agreement”) is made and executed effective:

\_\_\_\_\_, \_\_\_\_\_ by and between Beaumont-Cherry Valley Water District, an independent special district of the State of California (BCVWD or “DISTRICT”), and:

\_\_\_\_\_ (“EMPLOYEE”), an individual.

### PART I - RECITALS

1. BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. For the convenience of the DISTRICT, and in the best interest of the DISTRICT, BCVWD desires to engage the services of EMPLOYEE to perform duties as specified herein including in the Scope of Work with respect to said facilities and associated structures.
3. EMPLOYEE has the experience and qualifications necessary to perform required duties.
4. The purpose of this Agreement is to set forth the terms by which BCVWD has engaged EMPLOYEE to perform various duties at BCVWD’s facilities located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
and other miscellaneous properties; and the terms and conditions under which EMPLOYEE shall occupy the residential premises owned by BCVWD (“Residence”) located at:

5. The parties hereby acknowledge that EMPLOYEE shall pay \$\_\_\_\_\_ per month which will accrue to pay for major maintenance of the DISTRICT-owned Residence.
- ~~6. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the County may require BCVWD to pay a possessory interest tax. The parties hereby agree that the EMPLOYEE shall pay the possessory tax.~~

## **PART II - SCOPE OF WORK**

1. **Location.** In consideration of occupancy of the DISTRICT-owned Residence ("Residence") at:  
\_\_\_\_\_ :

2. **Residence.** EMPLOYEE shall reside full-time at the BCVWD above-identified Residence located on BCVWD property as part of the terms of this Agreement.

### **3. Services to be Provided**

- a. Effectively safeguard the DISTRICT property and facilities from trespassers and potential vandalism
- b. Monitor property and facilities daily
- c. Respond immediately to facilities nearest the Residence in the event of a natural disaster or other emergency
- d. Perform the duties as outlined in Exhibit A, Scope of Work
- e. EMPLOYEE's regular duties, responsibilities, and obligations are defined in, and are hereby incorporated by reference, in the EMPLOYEE's regular Job Classification Specification (job description).

### **4. Site/Facility Security**

EMPLOYEE shall be alert to the fact that Edgar Canyon facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to BCVWD. All activity in and around the streams is prohibited. Guests of the EMPLOYEE are not allowed tours, nor will photography, videography, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than BCVWD management.

### **5. Compensation and Job Status**

- A. EMPLOYEE's employment status under this Agreement shall be at-will and governed by the BCVWD Employees MOU and/or District Policy.
- B. EMPLOYEE shall observe adherence to all BCVWD Employee Rules and Regulations, Policies, and the Policies and Procedures Manual.
- C. EMPLOYEE's regular Job Classification Specification is attached as Exhibit B and such duties are in addition to the Scope of Work (Exhibit A) as the course of regular employment.

## **PART III - TERMS OF OCCUPANCY OF RESIDENCE**

Occupancy by the EMPLOYEE is not a benefit of employment but is required due to the need for oversight of the BCVWD property.

### **1. Occupancy**

- A. A Residence consisting of a \_\_\_\_\_ bedroom structure and detached garage are located on BCVWD's property in the area where EMPLOYEE performs work for BCVWD.



- B. EMPLOYEE agrees that they carefully examined the Residence prior to occupancy, including the grounds and all buildings and improvements, and that the facilities are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. EMPLOYEE accepts occupancy of the Residence "as is."
- C. No Residential Tenancy Created. This Agreement does not establish a leasehold interest in the Residence or the property upon which the Residence is situated. This Agreement does not establish a landlord-tenant relationship between EMPLOYEE and BCVWD. The Residence is corporate housing provided to EMPLOYEE under a license as part of the position of EMPLOYEE. To the extent that any rights under California residency laws apply, EMPLOYEE hereby explicitly waives them.
- D. BCVWD recognizes the presence of occupants in said Residence is beneficial to BCVWD in terms of maintenance, security and emergency response. Accordingly, BCVWD shall permit EMPLOYEE and Family Members as defined in the District's Policies and Procedures Manual Part I Section 24 D, if any, to occupy said Residence during EMPLOYEE's employment together with an appropriate (monthly) maintenance fee as well as exchange of the performance of certain associated job duties and activities set forth on Schedule A – Scope of Work including but not limited to maintaining and securing the Residence in accordance with the terms established herein.
- E. The maximum occupancy of the Residence is two (2) persons per bedroom.
- F. EMPLOYEE may have guests in the Residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. At no time may the maximum occupancy (Section E, above) be exceeded.
- G. Within two (2) days of any change, EMPLOYEE shall advise BCVWD of any additional inhabitants or change of inhabitants at Residence (including family or overnight guests and persons overnighing in any RV parked on the property) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

Occupant List

Date:

_____	_____
_____	_____
_____	_____
_____	_____

- H. The Residence shall be used as a private dwelling and will be occupied only by those persons named above. The Residence shall not be used for any other purposes without the consent of the General Manager.

## 2. Rules.

### A. Pets and animals.

- i. Under no circumstances shall EMPLOYEE maintain on the property wild or undomesticated animals, which are deemed as potentially dangerous by BCVWD.
- ii. All animals in residence on BCVWD property are governed under Title 6 - Animals of the County of Riverside Code or Title 3, Division 2 of the San

Bernardino County Code and must be approved by BCVWD prior to locating them at the Residence.

1. Dogs must be properly and currently licensed, vaccinated and in compliance with the ordinances of the County of Riverside or County of San Bernardino.
2. Proof of required vaccinations must be submitted at time of occupancy.
- iii. All animals approved by BCVWD shall be quartered as deemed appropriate by BCVWD.
- iv. Pets to be maintained indoors shall be subject to an additional Pet Deposit.

~~B. Smoking or vaping. Smoking or vaping inside or within 25 feet of operable doors or windows of the Residence or other buildings on the property is prohibited.~~

~~G.B.~~ Fires. No fires shall be permitted on BCVWD property except in facilities such as wood burning stoves, fireplaces, the existing fire pit, or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no other open fires will be allowed.

~~D.C.~~ EMPLOYEE shall not permit anything dangerous, flammable, or explosive on the DISTRICT Property or within the Residential Unit.

~~E.D.~~ Firearms. Legal firearms/weapons and associated ammunition are permitted on BCVWD property as permitted by law.

~~F.E.~~ EMPLOYEE shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the DISTRICT Property without written permission from the General Manager or their designee.

~~G.F.~~ EMPLOYEE shall not allow unlawful, ~~or offensive~~ use of the DISTRICT Property or Residential Unit.

~~H. EMPLOYEE shall not conduct any business at the District Property without prior written permission from the General Manager.~~

~~I.G.~~ EMPLOYEE shall not operate or use the DISTRICT Property or Residential Unit in such a manner as to create a nuisance on the property.

~~J.H.~~ EMPLOYEE shall not grow, or allow others to grow, any crops on the DISTRICT Property or within the Residential Unit without prior written permission from the DISTRICT Manager.

~~K. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules affecting the cleanliness, occupancy and preservation of the Premises during the term of this Agreement.~~

~~L.I.~~ EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules with regards to illegal drugs or substances.

### 3. Utilities

A. Provided by BCVWD free of charge to the Residence:

**i. Water**

ii. Septic tank service and routine related maintenance (normal wear and tear)

1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.

2. Employee-Occupant acknowledges receipt of the guide "Do's and Don'ts of the Septic System" and understands the information.
  3. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant.
- iii. Pest control
    1. Pest control shall be provided upon request as needed for interior of Residence and garage.
    2. Pest control shall be provided upon recommendation by annual inspection as needed.
- B. To be reimbursed to the District upon receipt of bill:
- i. Propane gas
    1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
  - ii. Electricity
    1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
- C. To be established and provided by EMPLOYEE at their discretion:
- i. Telephone service
  - ii. Internet service
  - iii. Television (cable or satellite)
- D. Trash removal: There is no trash pick-up service for the Residence. EMPLOYEE will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.

#### **4. Maintenance**

##### **A. EMPLOYEE Responsibility**

- a. EMPLOYEE shall maintain cleanliness and order of both the interior and exterior areas of said Residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- b. EMPLOYEE shall maintain the lawn, front and back yards of the Residence as applicable.
- c. EMPLOYEE shall make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
  - i. Minor repairs would include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, and the like
  - ii. Maintenance of furniture, fixtures and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning and the like
- d. Under no circumstances shall EMPLOYEE make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping or property without first obtaining written authorization from BCVWD.

- e. All permitted modifications, additions, or improvements and any fixtures installed by EMPLOYEE shall be the property of the DISTRICT.
- f. Requests for repair, maintenance items or improvements to the Residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
- g. EMPLOYEE is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.

#### B. BCVWD Responsibility

- a. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the EMPLOYEE or occupants otherwise beyond normal wear and tear (in which case, EMPLOYEE will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for all interior, exterior and replacements as specified below:
  - i. All Residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
  - ii. All appliances purchased and installed by BCVWD.
  - iii. All fencing, gates, locks, and associated hardware.
  - iv. All exterior maintenance, roof repair, wood trim and siding.
  - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
  - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
  - vii. All items integral to Residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
  - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit.
  - ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
  - x. All requests for maintenance of any of the aforementioned shall be directed to BCVWD, and subsequent follow-up and approval of work shall be solely at the discretion of BCVWD.

### 5. Unauthorized Individuals/Trespassers

- A. In the event EMPLOYEE encounters or observes trespassers on BCVWD properties, EMPLOYEE shall:
  - (i) Inform said trespasser that they are trespassing on BCVWD property and request they vacate.
  - (ii) If the trespasser refuses to cooperate when asked to vacate, EMPLOYEE shall notify BCVWD management and the County of Riverside Sheriff's Department. Under no circumstance shall EMPLOYEE use force, brandish weapons or provoke violence. BCVWD shall be notified of all incidents involving trespass no later than the next working day.

- (iii) EMPLOYEE shall not grant access to BCVWD facilities by non-DISTRICT personnel, nor shall EMPLOYEE grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained from the General Manager.

## 6. Vehicles

All vehicles stored at Residence area must be operable and must meet applicable State of California emissions requirements. BCVWD reserves the right to limit the number of vehicles stored on property if BCVWD deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to BCVWD structures, facilities, or personnel. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

a. Passenger vehicles and trucks ~~may be parked on the property~~:-one vehicle per licensed driver in residence plus one additional vehicle (i.e. RV tow vehicle or truck, etc.)

a.

b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, registered ~~domesiedomestic~~ partner, or other licensed driver residing on the property and listed on the Occupant List. Valid registration tags must be displayed.

c. No commercial vehicles other than the employee's assigned District vehicle, or other by permission of the General Manager only

d. RVs

One Recreational Vehicle (RV) of any size may be parked on the property.

The RV may be occupied by no more than two persons on a temporary basis (not to exceed 14 days in a 30-day period).

The RV must adhere to all applicable County ordinances,

The RV must be in in operable condition, currently registered in the State of California with current valid tags displayed

e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles

These types of other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street

## 7. Smoke and Carbon Monoxide Detectors.

EMPLOYEE acknowledges and agrees that smoke and carbon monoxide detectors are in place and are operational. EMPLOYEE agrees to test the smoke and carbon monoxide detectors at least once a month. If the detectors are battery powered, EMPLOYEE agrees to replace the batteries at least annually. If, after replacing the batteries, the smoke and carbon monoxide detectors do not work, EMPLOYEE agrees to inform the DISTRICT immediately. If the detectors are not battery powered, EMPLOYEE agrees to inform the DISTRICT immediately of any malfunction.

## 8. Demand to Vacate Premises

BCVWD reserves the right to require the EMPLOYEE to vacate the premises in the event of a disaster or life threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the EMPLOYEE

and related occupant(s) of the Residence. EMPLOYEE and any related occupants will, without argument, abandon the property immediately upon the verbal request of the BCVWD General Manager (or designated spokesperson), or a Department Head. EMPLOYEE and related occupants shall not return to the property until authorization is given by any one of the above named BCVWD representatives.

## **9. Personal Property**

- A. EMPLOYEE shall have sole responsibility for the personal contents of the property.
- B. Insurance. EMPLOYEE shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. EMPLOYEE understands, acknowledges and agrees that neither the forgoing assets nor any other property of EMPLOYEE shall be covered under and insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the EMPLOYEE and BCVWD named additional insured.
- C. DISTRICT is not responsible for EMPLOYEE'S personal property. In the event that EMPLOYEE'S personal property or equipment on the DISTRICT Property is damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. EMPLOYEE does hereby release and waive on behalf of itself and any insurer by subrogation or otherwise, all claims against DISTRICT on account of any loss or other casualty to EMPLOYEE'S personal property or equipment whether or not such loss or other casualty shall have resulted in whole or in part from the negligence of DISTRICT. This clause is intended as a complete release of liability in favor of DISTRICT without limitation for all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

## **10. Access to Residence**

BCVWD reserves the right to enter the property at its discretion by written 24-hour notice in a non-emergency situation, or with no notice in the event of an emergency related to, but not limited to, a natural disaster, serious illness or accident, or a situation where there is just cause to believe a harmful or life threatening situation may exist.

## **11. Termination of Employment and Occupancy**

- A. EMPLOYEE acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, EMPLOYEE's right to use and occupy the Residence will also terminate.
- B. In connection with termination by BCVWD of EMPLOYEE's employment, EMPLOYEE agrees to vacate the Residence on the earlier of:
  - 1. Forty-five (45) days following written notice from BCVWD to vacate the Residence; or
  - 2. Thirty (30) days following the date upon which EMPLOYEE's employment with BCVWD is terminated.
- C. If EMPLOYEE remains in the Residence following expiration of the period described above, such occupancy will be deemed a tenancy at sufferance. EMPLOYEE will be liable to BCVWD for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and BCVWD may utilize all legal rights and remedies to cause EMPLOYEE's occupancy of the Residence to be terminated.

- D. Occupancy of the DISTRICT-owned Residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.

## **12. Indemnification and Hold Harmless**

- A. BCVWD shall be indemnified against any personal loss, damage, theft or injury suffered by EMPLOYEE during the term of this service contract and occupation of the DISTRICT-owned Residence. EMPLOYEE agrees to indemnify and hold harmless BCVWD for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the DISTRICT's property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by EMPLOYEE or family or guests of EMPLOYEE.
- B. The term BCVWD and Beaumont-Cherry Valley Water District as used in this Agreement shall include employees, board members, agents, and representatives where the context requires or permits. The term "EMPLOYEE" as used in this Agreement shall include guest(s), heirs, successors, assigns, invitees, representatives and other persons on the property during EMPLOYEE's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

## **13. Assignment of Agreement**

Under no circumstance shall the EMPLOYEE assign the terms of this agreement to any other individual. EMPLOYEE shall have no right to assign, or otherwise transfer this Employment and Occupancy Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than EMPLOYEE of all or any part of the premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Employment and Occupancy Agreement.

## **14. Term of this Agreement**

The term of this Agreement shall be for a period of one (1) year from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

## **15. Default.**

A party shall be deemed to be in default under the terms of this Employment and Occupancy Agreement if a party shall fail to promptly perform or observe any covenant, condition or responsibility to be performed by any party under this Employment and Occupancy Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform their obligation under this Employment and Occupancy Agreement and specifying the action that must be taken to cure the claimed nonperformance.

## **16. Surrender or Abandonment.**

If at any time during the Term of this Agreement, EMPLOYEE abandons the DISTRICT Property or any part thereof, DISTRICT automatically obtains possession of the Residential Unit without becoming liable to EMPLOYEE for damages or for any payment of any kind whatever. DISTRICT shall consider any personal property belonging to EMPLOYEE and left on the Property to also have been abandoned, in which case DISTRICT may dispose of all such personal property in any

manner DISTRICT shall deem proper and DISTRICT is hereby relieved of all liability for doing so. EMPLOYEE agrees that upon surrender or abandonment, DISTRICT shall not be liable or responsible for storage or disposition of EMPLOYEE'S personal property.

## 17. Remedies.

In the event of a default by a party, the non-defaulting party without further notice to the defaulting party shall have all available remedies provided by law or equity.

## 18. General Provisions

- a. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addresses as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or EMPLOYEE have a change of address, the other party shall be immediately notified as provided in this paragraph of such change.

EMPLOYEE

---

---

---

---

BCVWD

Beaumont-Cherry Valley Water District  
P.O. Box 2037  
Beaumont, CA 92223

- b. No verbal or oral agreement, promises, or understandings shall be binding upon either BCVWD or EMPLOYEE and any modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c. This Agreement shall be binding on and shall inure to the benefit of heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.
- d. In the event of litigation arising out of this Agreement, or the performance thereof, the Court shall award attorneys' fees to the justly entitled party.
- e. Should any part, clause, provision or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f. A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional agreements, documents, instruments and all such further assurances and will do or cause to be done further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes of this Agreement.
- g. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h. No failure by either BCVWD or EMPLOYEE to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter



this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

- i. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and EMPLOYEE, and no provisions contained in this Agreement not any acts of the parties shall be deemed to create any relationship between BCVWD and EMPLOYEE other than the relationship of employer and employee.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.
- k. All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective the date first written above.

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

DATED:

\_\_\_\_\_  
DAN JAGGERS, GENERAL MANAGER

EMPLOYEE, \_\_\_\_\_: I have read and agree to comply with the terms of this Employment and Occupancy Agreement and the Scope of Work (Exhibit A) as may be amended from time to time. I understand that failure to comply with the terms of the Agreement will result in the Agreement being terminated and my having to vacate the DISTRICT-owned Residence.

Upon signing this Agreement, I agree to pay the DISTRICT the first month's (monthly) maintenance fee of \$ \_\_\_\_\_

and a Security Deposit of \$ \_\_\_\_\_. This Deposit shall be held by the DISTRICT as security for EMPLOYEE'S unpaid monthly maintenance fee, any utilities outstanding, damages and situations beyond normal wear and tear, and the full and timely performance by EMPLOYEE of EMPLOYEE'S obligations under this Agreement, including cleaning, maintaining and repairing the Residence after termination of this Agreement.

I understand and agree to all of the above terms and conditions.

DATED:

\_\_\_\_\_  
EMPLOYEE – OCCUPANT

\_\_\_\_\_  
PRINT NAME

Residence: \_\_\_\_\_  
(ADDRESS)

<b>Monies Received</b>			
Security Deposit	Amount	Received By	Date
Pet Deposit	Amount	Received By	Date
Advance (monthly) maintenance fee	Amount	Received By	Date

<b>Attachments</b>	<b>Received (Date)</b>	<b>EMPLOYEE Initials</b>
Exhibit A – Scope of Work		
Exhibit B - EMPLOYEE's Job Classification Specification		
Exhibit C – BCVWD District Facilities and Emergency Policy		
Exhibit D – List of Residents at Property (to be updated annually)		
Exhibit E – Do's and Don'ts of the Septic System		
<b>Documents provided to District</b>	<b>Received (Date)</b>	<b>District acknowledgment</b>
1. Vaccination records of pets to be maintained on the property		
2. Liability Insurance declarations page		
3. Personal Property insurance declarations page		

**Table 1**  
**Beaumont Cherry Valley Water District**  
**Billable Rates 2021**

1/1/2021

ID#	Department	Hourly Rate	Overtime Rate	Doubletime	Comments
101	Operations	57.15	73.61	90.06	
103	Operations	78.12	101.11	124.10	
105	Operations	84.55	112.30	140.06	
110	Operations	52.40	68.85	85.31	
111	Operations	59.53	76.94	94.35	
113	Operations	85.03	112.78	140.53	
118	Operations	52.01	66.65	81.30	
121	Operations	52.01	66.65	81.30	
124	Operations	52.01	66.65	81.30	
139	Operations	62.28	81.01	99.74	
168	Finance	71.42	95.78	120.14	
182	Finance	73.07	96.27	119.47	
184	Finance	81.39	108.53	135.68	
187	Admin	39.43	51.22	63.01	
189	Operations	55.45	72.86	90.27	
194	Operations	46.37	60.58	74.79	
198	Admin	50.00	67.31	84.63	
199	Engineering	29.83	43.21	56.60	
202	Admin	32.54	47.15	61.77	
207	Engineering	104.65	143.17	181.68	
208	Operations	31.49	42.78	54.07	
210	Admin	42.47	55.73	68.99	
211	Operations	33.50	44.26	55.01	
213	Operations	37.62	48.91	60.21	
216	Engineering	49.27	55.39	73.85	
218	Admin	35.07	44.68	54.70	
219	Admin	33.83	42.98	52.53	
220	Engineering	51.83	71.22	90.60	
221	HR	43.85	58.81	73.78	
222	Operations	34.01	44.77	55.53	
224	Operations	29.22	39.46	49.71	
225	Operations	37.88	48.12	58.37	
226	Operations	21.21	31.46	41.70	
227	Operations	22.79	34.03	44.27	
228	Operations	21.21	33.45	43.69	
229	Finance	22.69	35.23	44.78	
230	Finance	21.27	34.81	44.35	
		<b>48.34</b>	<b>64.29</b>	<b>80.33</b>	

Updated 02/24/2021

\*\*Benefit rate effective date. As payroll changes are made, are updated and noted ~~New Health Rates 01/01/2021~~

TABLE 2

Beaumont Cherry Valley Water District  
Review of Residential Prevailing Wage Rates 2021  
3/17/2021

Clasification	Basic Strait time Hourly Rate	Health & Welfare	Pension	Vacation/ Dues	Training	Other	Total
Residential Framer & Finisher	\$ 32.91	\$ 8.00	\$ 5.41	\$ 7.09	\$ 0.62	\$ 1.44	\$55.47
Residential Insulation Installer	\$ 18.00	\$ 8.00	\$ 5.41	\$ 6.09	\$ 0.62	\$ 1.13	\$39.25
Residential Shingler	\$ 32.06	\$ 8.00	\$ 5.41	\$ 7.09	\$ 0.62	\$ 1.34	\$54.52
Residential Cabinet Installer	\$ 32.62	\$ 8.00	\$ 5.41	\$ 7.09	\$ 0.62	\$ 1.36	\$55.10
Residential Grade Slabber (concrete)	\$ 31.54	\$ 8.00	\$ 5.41	\$ 7.09	\$ 0.62	\$ 1.34	\$54.00
Residential Wood Floor Installer	\$ 28.07	\$ 8.00	\$ 5.41	\$ 7.09	\$ 0.62	\$ 1.34	\$50.53
Residential Fence Builder	\$ 33.67	\$ 8.00	\$ 5.25	\$ 5.09	\$ 0.62	\$ 0.05	\$52.68
Residential Drywall Finisher	\$ 27.11	\$ 8.85	\$ 3.64	\$ 4.25	\$ 0.77	\$ 0.77	\$45.39
Residential Drywall Installer/Lather	\$ 24.30	\$ 8.00	\$ 6.41	\$ 7.09	\$ 0.62	\$ 0.77	\$47.19
Residential Electrician: Inside Wireman	\$ 30.00	\$ 6.15	\$ 0.90		\$ 0.45	\$ 0.15	\$37.65
Residential Electrician: Trainee Step 4	\$ 17.45	\$ 6.15	\$ 0.58		\$ 0.45	\$ 0.15	\$24.78
Residential Laborer	\$ 35.91	\$ 8.00	\$ 6.75	\$ 3.97	\$ 0.70	\$ 0.06	\$55.39
Residential Cleanup, Landscaping, Fencing (chain Link and Wood)	\$ 34.91	\$ 8.00	\$ 6.75	\$ 3.97	\$ 0.70	\$ 0.06	\$54.39
Residential Plaster Tender	\$ 36.58	\$ 8.00	\$ 8.71	\$ 5.20	\$ 1.05	\$ 0.96	\$60.50
Residential Plaster Tender	\$ 34.03	\$ 8.00	\$ 8.71	\$ 5.20	\$ 1.05	\$ 0.96	\$57.95
Residential Plasterer	\$ 34.86	\$ 9.38	\$ 6.84	\$ 6.86	\$ 0.99	\$ 1.04	\$59.97
Residential Plumber	\$ 41.62	\$ 8.91	\$ 10.00	\$ 1.72	\$ 1.28		\$63.53
Residential Plumber Trainee 2	\$ 26.28	\$ 9.41	\$ 0.90	\$ 1.68	\$ 1.28		\$39.55
Residential Roofer	\$ 36.75	\$ 8.56	\$ 7.57		\$ 0.51	\$ 0.63	\$54.02
Roofer Pitch Worker	\$ 38.50	\$ 8.56	\$ 7.57		\$ 0.51	\$ 0.63	\$55.77
<b>Average Cost (Full Burden):</b>	<b>31.36</b>	<b>8.10</b>	<b>5.65</b>	<b>5.41</b>	<b>0.74</b>	<b>0.79</b>	<b>50.88</b>

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL CARPENTER #**

**RESIDENTIAL DETERMINATION: R-23-31-2-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** June 30, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Framer & Finisher	\$32.91
Residential Insulation Installer	\$18.00
Residential Shingler	\$32.06
Residential Cabinet Installer	\$32.62
Residential Subterranean Garage Concrete Constructor	\$31.54
Residential Grade Slabber (Concrete)	\$31.54
Residential Wood Floor Installer	\$28.07

---

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

*(Continued)*

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$8.00 per hour worked
Pension	\$5.41 per hour worked
Vacation/Dues	\$7.09 per hour worked (\$6.09 for Residential Insulation Installer)
Training	\$0.62 per hour worked
Other	\$1.34 per hour worked (\$1.44 for Residential Framer & Finisher; \$1.13 for Residential Insulation Installer; \$1.36 for Cabinet Installer)

**PREDETERMINED INCREASE(S):**

Effective on July 1, 2021, there will be an increase of \$2.00 allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. <sup>1</sup>

**OVERTIME:**

The first four (4) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>1</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL CARPENTER: FENCE BUILDER<sup>#</sup>**

**RESIDENTIAL DETERMINATION: R-23-31-20-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** June 30, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Fence Builder	\$33.67

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$8.00 per hour worked
Pension	\$5.25 per hour worked
Vacation/Dues	\$5.09 per hour worked
Training	\$0.62 per hour worked
Other	\$0.50 per hour worked

---

<sup>#</sup> Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

*(Continued)*

**PREDETERMINED INCREASE(S):**

Effective on July 1, 2021, there will be an increase of \$2.15 allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.<sup>1</sup>

**OVERTIME:**

The first four (4) overtime hours, Monday through Friday, and all hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>1</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.



**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL DRYWALL FINISHER #**

**RESIDENTIAL DETERMINATION: R-200-X-18-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** September 30, 2021\*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Drywall Finisher	\$27.11 <sup>a</sup>

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$8.85 per hour worked
Pension	\$3.64 per hour worked
Vacation/Dues	\$4.25 per hour worked
Training	\$0.77 per hour worked
Other	\$0.77 per hour worked

**PREDETERMINED INCREASE(S):**

No Predetermined Increases.

*(Continued)*

**STRAIGHT TIME HOURS:**

Forty (40) hours from Monday through Saturday shall constitute a week's work. Eight (8) hours shall constitute a work day. <sup>b</sup>

**OVERTIME:**

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate, except after eight (8) hours on Saturdays, Sundays and holidays, which shall be paid at the rate of double time excluding make up days.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, the Day before Christmas and Christmas Day. When one of the holidays falls on Sunday, the holiday shall be observed the following Monday. When one of the holidays falls on Saturday, no extra day will be given, except that if New Year should fall on Saturday, the Friday preceding shall be considered a legal holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

<sup>a</sup> Include amounts for Dues Check-off (\$1.13).

<sup>b</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL DRYWALL INSTALLER #**

**RESIDENTIAL DETERMINATION: R-31-X-41-2020-1A**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** June 30, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Drywall Installer/Lather	\$24.30

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$8.00 per hour worked
Pension	\$6.41 per hour worked
Vacation/Dues	\$7.09 per hour worked
Training	\$0.62 per hour worked
Other	\$0.77 per hour worked <sup>1</sup>

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

<sup>1</sup> Include amounts for Contract Administration (\$0.20), Cooperation Committee (\$0.22), Drywall Industry Fund (\$0.30) and Partnership for Jobs (\$0.05).

*(Continued)*

**PREDETERMINED INCREASE(S):**

Effective on July 1, 2021, there will be an increase of \$2.00 allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. <sup>2</sup>

**OVERTIME:**

The first four (4) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be considered a holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>2</sup> Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL ELECTRICIAN #**

**RESIDENTIAL DETERMINATION: R-61-440-1-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** May 29, 2021\*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:**

All localities within Riverside County.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Electrician: Inside Wireman	\$30.00
Residential Electrician: Trainee Step 1	\$15.00
Residential Electrician: Trainee Step 2	\$15.15
Residential Electrician: Trainee Step 3	\$16.40
Residential Electrician: Trainee Step 4	\$17.45
Residential Electrician: Trainee Step 5	\$19.30
Residential Electrician: Trainee Step 6	\$21.00
Residential Electrician: Trainee Step 7	\$23.00

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$6.15 per hour worked

---

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

*(Continued)*

Employer Payments	Amount
	(No Health & Welfare for Trainee Step 1)
Pension	\$0.90 per hour worked <sup>1</sup> Trainee Step 1 – \$0.45 Trainee Step 2 – \$0.45 Trainee Step 3 – \$0.49 Trainee Step 4 – \$0.52 Trainee Step 5 – \$0.58 Trainee Step 6 – \$0.63 Trainee Step 7 – \$0.69
Training	\$0.45 per hour worked
Other	\$0.15 per hour worked <sup>2</sup>

**PREDETERMINED INCREASE(S):**

No predetermined increases.

**STRAIGHT TIME HOURS:**

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work.

**OVERTIME:**

All work performed after eight (8) hours a day and/or forty (40) hours a week, and all work performed on Sundays and Holidays shall be paid at one and one-half (1½x) the regular straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. When one of the holidays falls on Sunday, the holiday shall be observed on the following Monday. If Christmas or New Year's falls on Saturday, the Friday preceding will be considered the holiday. Other holidays which fall on Saturday shall be celebrated on that day.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>1</sup> This amount is equal to 3% of the Basic Hourly Rate for the National Employees Benefit Fund (NEBF) which is factored at the applicable overtime multiplier for each overtime hour.

<sup>2</sup> Includes an amount for Administrative Maintenance Fund (\$0.10) and Labor Management Cooperation Committee (\$0.05).

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL LABORER #**

**RESIDENTIAL DETERMINATION: R-23-102-2-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** June 30, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Laborer	\$35.91
Residential Cleanup, Landscaping, Fencing (Chain Link and Wood)	\$34.91

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$8.00 per hour worked
Pension	\$6.75 per hour worked
Vacation/Dues	\$3.97 per hour worked
Training	\$0.70 per hour worked

---

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

*(Continued)*

Employer Payments	Amount
Other	\$0.06 per hour worked <sup>1</sup>

**PREDETERMINED INCREASE(S):**

Effective on July 1, 2021, there will be an increase of \$2.15 allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, forty (40) hours per week, Monday through Friday.<sup>2</sup>

**OVERTIME:**

One and a half (1½x) the basic straight-time hourly rate will be paid for all overtime hours except hours worked over 12 in a single workday, Sundays and Holidays, which shall be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a legal holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>1</sup> Amount is for Laborers Trusts' Administrative Trust Fund.

<sup>2</sup> Saturdays may be worked at straight time if job is shut down during normal work week due to inclement weather or similar Act of God, or a situation beyond the employer's control.



**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL PLASTER TENDER #**

**RESIDENTIAL DETERMINATION: R-102-X-16-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** August 3, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Plaster Tender	\$36.58
Residential Plaster Clean-Up Laborer	\$34.03

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$8.00 per hour worked
Pension	\$8.71 per hour worked
Vacation/Dues	\$5.20 per hour worked
Training	\$1.05 per hour worked

---

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

*(Continued)*

Employer Payments	Amount
Other	\$0.96 per hour worked <sup>1</sup>

**PREDETERMINED INCREASE(S):**

Effective on August 4, 2021, there will be an increase of \$2.20 allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

Saturdays in the same workweek may be worked at the straight-time hourly rates if the job is shut down during the normal workweek due to inclement weather or other situation beyond the Contractor's control.

**OVERTIME:**

The first four (4) daily overtime hours worked and the first eight (8) hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>1</sup> Includes an amount (\$0.40) for Center for Contract Compliance, an amount (\$0.50) for Administrative Trust, and an amount (\$0.06) for Laborers' Trust Administrative Fund.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL PLASTERER #**

**RESIDENTIAL DETERMINATION: R-203-X-2-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** August 3, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Plasterer	\$34.86

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$9.38 per hour worked
Pension	\$6.84 per hour worked
Vacation & Holiday	\$6.86 per hour worked <sup>1</sup>
Training	\$0.99 per hour worked

---

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

<sup>1</sup> Includes an amount (\$0.60) for International Dues Check-off and an amount (\$2.26) for Dues Check-off.

*(Continued)*

Employer Payments	Amount
Other	\$1.04 per hour worked <sup>2</sup>

**PREDETERMINED INCREASE(S):**

Effective on August 4, 2021, there will be an increase of \$2.20 allocated to wages and/or employer payments.

There are no further increases applicable to this determination.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. In the event, due to inclement weather or situation beyond the Contractor's control, it is not reasonably possible to complete forty (40) hours of work, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

**OVERTIME:**

One and one-half (1½x) the basic straight-time hourly rate shall be paid for work performed for all daily overtime hours and the first eight (8) hours worked on Saturdays. Double (2x) the basic straight-time hourly rate shall be paid for work performed after the first twelve (12) hours in any work day, and after the first eight (8) hours on Saturdays, and for all work performed on Sundays and Holidays.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. If any of the holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If Christmas or New Year's falls on a Saturday, the preceding Friday shall be considered a legal holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>2</sup> Includes an amount (\$0.55) for Work Preservation, an amount (\$0.48) for Administrative Trust Fund and an amount (\$0.01) for Vacation Administration.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL PLUMBER #**

**RESIDENTIAL DETERMINATION: R-204-X-6-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** August 31, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Plumber	41.62 <sup>1</sup>
Residential Pre-Trainee <sup>2</sup>	20.77 <sup>1</sup>
Residential Trainee 1 <sup>2</sup>	20.77 <sup>1</sup>
Residential Trainee 2 <sup>2</sup>	26.28 <sup>1</sup>
Residential Trainee 3 <sup>2</sup>	31.75 <sup>1</sup>

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments: Residential Plumber</b>	<b>Amount</b>
Health & Welfare:	\$8.91 per hour worked

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

<sup>1</sup> Includes an amount (\$1.85) withheld for dues check-off that is not factored into overtime and an amount for Vacation (\$2.53 for Plumber and \$0.87 for Pre-Trainee and Trainee classifications) that is factored at 1.5 times for all Overtime (even Double Time).

<sup>2</sup> One (1) Trainee may be employed for every one (1) Residential Plumber.

*(Continued)*

<b>Employer Payments: Residential Plumber</b>	<b>Amount</b>
Pension:	\$10.00 per hour worked <sup>3</sup>
Training:	\$1.72 per hour worked
Other:	\$1.28 per hour worked

<b>Employer Payments: Residential Pre-Trainee</b>	<b>Amount</b>
Pension:	\$0.90 per hour worked
Training:	\$1.65 per hour worked
Other:	\$1.28 per hour worked

<b>Employer Payments: Residential Trainee 1</b>	<b>Amount</b>
Health & Welfare:	\$9.41 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$1.65 per hour worked
Other:	\$1.28 per hour worked

<b>Employer Payments: Residential Trainee 2</b>	<b>Amount</b>
Health & Welfare:	\$9.41 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$1.68 per hour worked
Other:	\$1.28 per hour worked

<b>Employer Payments: Residential Trainee 3</b>	<b>Amount</b>
Health & Welfare:	\$9.41 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$1.72 per hour worked
Other:	\$1.28 per hour worked

**\*\*PREDETERMINED INCREASE(S):**

Effective September 1, 2021: \$1.83 to be allocated to wages and/or employer payments.

Effective September 1, 2022: \$1.83 to be allocated to wages and/or employer payments.

Effective September 1, 2023: \$1.91 to be allocated to wages and/or employer payments.

Effective September 1, 2024: \$2.03 to be allocated to wages and/or employer payments.

---

<sup>3</sup> Includes \$0.90 for National Pension.

(Continued)

Effective September 1, 2025: \$2.03 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

There are no predetermined increases applicable to the Residential Pre-Trainee and Residential Trainee classifications.

**STRAIGHT TIME HOURS:**

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work.

**OVERTIME:**

All hours worked over eight (8) hours a day and all hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All hours worked on Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL PLUMBER: FIRE SPRINKLER FITTER #**

**RESIDENTIAL DETERMINATION:** R-204-669-1-2020-1C

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** March 31, 2021\*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:**

All localities within Imperial, Inyo, Kern (Portions of County east of Highway 14), Los Angeles (Excludes Los Angeles City limit and twenty-five miles beyond City limits of Los Angeles), Mono, Orange (Cities or Communities of Aliso Viejo, Capistrano Beach, Coto De Caza, Dana Point, El Toro USMC Air Station, Emerald Bay, Laguna Beach, Laguna Hills, Laguna Nigel, Lake Forest, Leisure World (Laguna Beach Area), Mission Viejo, Modjeska, Rancho Santa Margarita, San Clemente, Three Arch Bay, San Juan Capistrano, San Juan Hot Springs, Silverado Canyon, South Laguna, and Trabuco Canyon), Riverside, San Bernardino (Excludes Cities of Ontario and Montclair), and Ventura (Cities or Communities of Casitas Springs, Colonia, El Rio, Faria, Foster Park, Hollywood Beach, La Conchita, Live Oak Acres, Lockwood Valley, Meiners Oaks, Miramonte, Montalvo, Oak View, Ojai, Oxnard, Pierpont Bay, San Buenaventura, Saticoy, Seacliff, Solimar Beach, Summit, Ventura, and Wheeler Springs) Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Fire Sprinkler Fitter: Building Trades Journeyman <sup>1</sup>	\$31.86

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

<sup>1</sup> Applies to Fire Protection Sprinkler Fitter work, does not apply to other plumbing work.

*(Continued)*



Classifications	Basic Straight-Time Hourly Rate
Residential Fire Sprinkler Fitter: Residential Tradesman <sup>1</sup>	\$31.86

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

Building Trades Journeyman Employer Payments	Amount
Health & Welfare	\$10.23 per hour worked
Pension	\$14.96 per hour worked
Training	\$0.52 per hour worked
Other	\$0.25 per hour worked <sup>2</sup>

Residential Tradesman Employer Payments	Amount
Health & Welfare	\$4.25 per hour worked
Pension	\$1.15 per hour worked
Training	\$0.20 per hour worked
Other	\$0.25 per hour worked <sup>2</sup>

**PREDETERMINED INCREASE(S):**

No Predetermined Increases.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

**OVERTIME:**

All residential overtime hours shall be paid at one and one-half (1½x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If any of the holidays should fall on Saturday, the Friday preceding shall be considered a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>2</sup> Amount is for Industry Promotion Fund.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL ROOFER #**

**RESIDENTIAL DETERMINATION: R-232-36-1-2020-1**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** December 31, 2020\*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:**

All localities within Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties.

**WAGE RATES:**

<b>Classifications</b>	<b>Basic Straight-Time Hourly Rate</b>
Residential Roofer	\$36.75 <sup>1</sup>
Pitch Work	\$38.50 <sup>1</sup>

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments</b>	<b>Amount</b>
Health & Welfare	\$8.56 per hour worked
Pension	\$7.57 per hour worked
Training	\$0.51 per hour worked

---

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

<sup>1</sup> Include amounts for Dues Check-Off (\$0.85) and Vacation (\$2.75) which are not factored into the overtime hourly rates.

*(Continued)*

Employer Payments	Amount
Other	\$0.63 per hour worked <sup>2</sup>

**PREDETERMINED INCREASE(S):**

The rates are in effect throughout the duration of the project.

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

**OVERTIME:**

Work performed on Saturdays and after eight (8) hours on a workday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. Any work extending beyond ten (10) hours a day and all overtime worked on Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If any of the holidays fall on Saturday then the preceding Friday shall be observed as a holiday. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

---

<sup>2</sup> Include amounts for Contract Administration (\$0.05), Industry Fund (\$0.25), Compliance Fund (\$0.30), and Education and Trust Fund (\$0.03).

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL  
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,  
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL SHEET METAL WORKER #**

**RESIDENTIAL DETERMINATION:** R-166-102-2-2020-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2020

**EXPIRATION DATE:** June 30, 2021\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

**LOCALITY:**

All localities within Inyo, Los Angeles (Portion of the County including Pomona, Claremont, Catalina Island, Long Beach and that portion south of Imperial Highway and east of the Los Angeles River), Mono, Orange, Riverside and San Bernardino Counties.

**WAGE RATES:**

<b>Classification(s)</b>	<b>Basic Straight-Time Hourly Rate<sup>1</sup></b>
Residential Sheet Metal Worker	\$32.67
Residential Jobsite Installer Tradesman, Level 5	\$18.75
Residential Jobsite Installer Tradesman, Level 6	\$19.81
Residential Jobsite Installer Tradesman, Level 7	\$20.90
Residential Jobsite Installer Tradesman, Level 8	\$21.98

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

<sup>1</sup> Includes an amount for Working Dues Check-Off.

*(Continued)*

<b>Classification(s)</b>	<b>Basic Straight-Time Hourly Rate<sup>1</sup></b>
Residential Jobsite Installer Tradesman, Level 9	\$23.06
Residential Jobsite Installer Tradesman, Level 10	\$24.18
Residential Jobsite Installer Tradesman, Level 11	\$25.25
Residential Jobsite Installer Tradesman, Level 12	\$26.37
Residential Jobsite Installer Tradesman, Level 13	\$27.45

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

<b>Employer Payments (Residential Sheet Metal Worker)</b>	<b>Amount</b>
Health & Welfare:	\$6.22 per hour worked
Pension <sup>2</sup> :	\$3.21 per hour worked
Training:	\$0.12 per hour worked
Other:	\$0.23 per hour worked

<b>Employer Payments (Residential Jobsite Installer Tradesman) (All Levels)</b>	<b>Amount</b>
Health & Welfare:	\$6.22 per hour worked
Pension <sup>2</sup> :	\$1.87 per hour worked
Training:	\$0.12 per hour worked
Other:	\$0.23 per hour worked

**PREDETERMINED INCREASE(S):**

**\*\* For Residential Sheet Metal Worker:**

Effective on July 1, 2021, there will be an increase of \$0.85 to be allocated to wages and/or employer payments.

Effective on July 1, 2022, there will be an increase of \$0.86 to be allocated to wages and/or employer payments.

There will be no further increase applicable to this determination.

**For Residential Jobsite Installer Tradesman (All Levels):**

There are no predetermined increases applicable to these classifications.

---

<sup>2</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

(Continued)

**STRAIGHT TIME HOURS:**

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

Saturdays in the same workweek may be worked at the straight-time hourly rates if the job is shut down during the normal workweek due to inclement weather.

**OVERTIME:**

The first four (4) overtime hours, Monday through Friday, and the first twelve (12) hours worked on Saturday will be paid at one and one-half (1½x) times the basic straight-time hourly rate. All other overtime hours including all hours worked on Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

**RECOGNIZED HOLIDAYS:**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, and Christmas Day. When any holiday falls on Sunday, excluding Easter Sunday, the Monday after shall be a holiday.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
EXTRA WORK VALUE CALCULATION  
13697 OAK GLEN ROAD**

Employee: **Employee A** Wage Rate: \$ 51.56  
Address: **13697 Oak Glen Road**

Item	Local Area Housing Cost Analysis (\$/Month)	Monthly Maintenance Cost (Example of Resident Payment)	Employee Provided Maintenance Credit	Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities
1	\$ 1,545.00 <sup>(1)</sup>	473.23 <sup>(2)</sup>	71.16 <sup>(2)</sup>	\$ 1,000.61

Item	Analysis of Possible Cost Offsets)	Daily Maintenance Activity	Number of Days Per Year (Days)	Hours of Credit Per Year (Hrs.)	Monthly Activity (Hrs.)	Value Per Month
2	<b>Canyon Time Per Trip (in/out in minutes each way) (mins./day)</b>	7.50				
	Canyon Review during Driving Activity Per Day (hrs./day)	0.25	344 <sup>(4)</sup>	86.00	7.17	\$ 51.56 \$ 369.51
3	<b>Weekly Active Time Devoted to Maintenance (hrs./week)</b>	3.00				
	Active Canyon Area Activities & Maintenance (hrs./day)	0.43	344 <sup>(4)</sup>	147.02	12.25	\$ 51.56 \$ 631.72
4	<b>Passive Security Value (\$/hr.)</b>	\$ 0.25 <sup>(3)</sup>				
	Passive Security Presence (12 hrs./day)	\$ 3.00	344 <sup>(4)</sup>	\$ 1,032.00	\$ 86.00	\$ 86.00
5	Illegal Dump Cleanup & Disposal	Emp. Cost out of Pocket	Hours	Days Per Year:	4	
		\$ 30.00	2	Hrs./Yr. Days/Month	8.00 0.67	\$/Hr. \$ 51.56 \$ 44.37

Sub Total of Employee Provided Maintenance and Security Presence Activities: \$ 1,131.60  
Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities: \$ 1,000.61  
Difference in Cost vs. Offsets: (\$130.99)

6	Disaster Event Response	1.00				
	Fire Response (hrs./day)	24.00	10	240	240.00	\$ 51.56 \$ 12,374.40
						60 <sup>(5)</sup>
						\$ 206.24

**Footnotes:**

- (1) From FAIR MARKET VALUE COMPARISONS TO DISTRICT HOUSING presented at 9-28-2020 Personnel Committee Meeting  
(2) From HOUSING UNIT COST ANALYSIS 13697 Oak Glen Road presented at 7-27-2020 Personnel Committee Meeting  
(3) Analysis of BCVRPD shows active security cost of \$23/hr.  
(4) Assumed 21 days of vacancy (vacation, etc.)  
(5) Spread over 5 years

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
EXTRA WORK VALUE CALCULATION  
13695 OAK GLEN ROAD**

**Employee:** **Employee B** Wage Rate: \$ 51.56  
**Address:** **13695 Oak Glen Road**

Item	Local Area Housing Cost Analysis (\$/Month)	Monthly Maintenance Cost (Example of Resident Payment)	Employee Provided Maintenance Credit	Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities
1	\$ 1,376.00 <sup>(1)</sup>	475.83 <sup>(2)</sup>	71.16 <sup>(2)</sup>	\$ 829.01

Item	Analysis of Possible Cost Offsets)	Daily Maintenance Activity	Number of Days Per Year (Days)	Hours of Credit Per Year (Hrs.)	Monthly Activity (Hrs.)	Value Per Month																					
2	<b>Canyon Time Per Trip (in/out in minutes each way) (mins./day)</b>	7.50																									
	Canyon Review during Driving Activity Per Day (hrs./day)	0.25	344 <sup>(4)</sup>	86.00	7.17	\$ 51.56 \$ 369.51																					
3	<b>Weekly Active Time Devoted to Maintenance (hrs./week)</b>	5.00																									
	Active Canyon Area Activities & Maintenance (hrs./day)	0.71	344 <sup>(4)</sup>	245.04	20.42	\$ 51.56 \$ 1,052.86																					
4	<b>Passive Security Value (\$/hr.)</b>	\$ 0.25 <sup>(3)</sup>																									
	Passive Security Presence (12 hrs./day)	\$ 3.00	344 <sup>(4)</sup>	\$ 1,032.00	\$ 86.00	\$ 86.00																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Emp. Cost out of Pocket</b></td> <td style="width: 10%;"><b>Hours</b></td> <td style="width: 10%;"><b>Days Per Year:</b></td> <td style="width: 10%;"><b>4</b></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>1</td> <td><b>Hrs./Yr.</b></td> <td><b>Days/Month</b></td> <td></td> <td><b>\$/Hr.</b></td> <td></td> </tr> <tr> <td>5</td> <td>Illegal Dump Cleanup &amp; Disposal</td> <td>4.00</td> <td>0.33</td> <td></td> <td>\$ 51.56</td> <td>\$ 17.19</td> </tr> </table>							<b>Emp. Cost out of Pocket</b>	<b>Hours</b>	<b>Days Per Year:</b>	<b>4</b>					1	<b>Hrs./Yr.</b>	<b>Days/Month</b>		<b>\$/Hr.</b>		5	Illegal Dump Cleanup & Disposal	4.00	0.33		\$ 51.56	\$ 17.19
<b>Emp. Cost out of Pocket</b>	<b>Hours</b>	<b>Days Per Year:</b>	<b>4</b>																								
	1	<b>Hrs./Yr.</b>	<b>Days/Month</b>		<b>\$/Hr.</b>																						
5	Illegal Dump Cleanup & Disposal	4.00	0.33		\$ 51.56	\$ 17.19																					

Sub Total of Employee Provided Maintenance and Security Presence Activities: \$ 1,525.56  
Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities: \$ 829.01  
**Difference in Cost vs. Offsets: (\$696.55)**

**Footnotes:**

- (1) From FAIR MARKET VALUE COMPARISONS TO DISTRICT HOUSING presented at 9-28-2020 Personnel Committee Meeting  
(2) From HOUSING UNIT COST ANALYSIS 13697 Oak Glen Road presented at 7-27-2020 Personnel Committee Meeting  
(3) Analysis of BCVRPD shows active security cost of \$23/hr.  
(4) Assumed 21 days of vacancy (vacation, etc.)



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
EXTRA WORK VALUE CALCULATION  
9781 AVENIDA MIRAVILLA**

**Employee:** **Employee C** Wage Rate: Rate: \$ 51.56  
**Address:** **9781 Avenida Miravilla**

Item	Local Area Housing Cost Analysis (\$/Month)	Monthly Maintenance Cost (Example of Resident Payment)	Employee Provided Maintenance Credit	Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities
1	\$ 1,270.00 <sup>(1)</sup>	426.13 <sup>(2)</sup>	71.16 <sup>(2)</sup>	\$ 772.71

Item	Analysis of Possible Cost Offsets)	Daily Maintenance Activity	Number of Days Per Year (Days)	Hours of Credit Per Year (Hrs.)	Monthly Activity (Hrs.)	Value Per Month
2	<b>Canyon Time Per Trip (in/out in minutes each way) (mins./day)</b>	5.50				
	Canyon Review during Driving Activity Per Day (hrs./day)	0.18	344 <sup>(4)</sup>	63.07	5.26	\$ 51.56 \$ 270.98
3	<b>Weekly Active Time Devoted to Maintenance (hrs./week)</b>	1.50				
	Active Canyon Area Activities & Maintenance (hrs./day)	0.21	344 <sup>(4)</sup>	73.51	6.13	\$ 51.56 \$ 315.86
4	<b>Passive Security Value (\$/hr.)</b>	\$ 0.50 <sup>(3)</sup>				
	Passive Security Presence (12 hrs./day)	\$ 6.00	344 <sup>(4)</sup>	\$ 2,064.00	\$ 172.00	\$ 172.00
5	<b>Illegal Dump Cleanup &amp; Disposal</b>	<b>Emp. Cost out of Pocket</b>	<b>Hours</b>	<b>Days Per Year:</b> 4		
		\$ 25.00	2	Hrs./Yr. Days/Month	\$/Hr.	
				8.00 0.67	\$ 51.56	\$ 42.71

Sub Total of Employee Provided Maintenance and Security Presence Activities: \$ 801.54  
Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities: \$ 772.71  
Difference in Cost vs. Offsets: (\$28.83)

**Footnotes:**

- (1) From FAIR MARKET VALUE COMPARISONS TO DISTRICT HOUSING presented at 9-28-2020 Personnel Committee Meeting  
(2) From HOUSING UNIT COST ANALYSIS 13697 Oak Glen Road presented at 7-27-2020 Personnel Committee Meeting  
(3) Analysis of BCVRPD shows active security cost of \$23/hr. The location of this house is deemed slightly more valuable from a security standpoint due to flow and amount of traffic  
(4) Assumed 21 days of vacancy (vacation, etc.)

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
EXTRA WORK VALUE CALCULATION  
12303 OAK GLEN RD**

Employee: **Employee D** Wage Rate: Rate: \$ 51.56  
Address: **9781 Avenida Miravilla**

Item	Local Area Housing Cost Analysis (\$/Month)	Monthly Maintenance Cost (Example of Resident Payment)	Employee Provided Maintenance Credit	Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities
1	\$ 2,190.00 <sup>(1)</sup>	511.05 <sup>(2)</sup>	86.7 <sup>(2)</sup>	\$ 1,592.25

Item	Analysis of Possible Cost Offsets	Daily Maintenance Activity	Number of Days Per Year (Days)	Hours of Credit Per Year (Hrs.)	Monthly Activity (Hrs.)	Value Per Month
2	<b>Canyon Time Per Trip (in/out in minutes each way) (mins./day)</b>	10.00				
	Canyon Review during Driving Activity Per Day (hrs./day)	0.33	344 <sup>(4)</sup>	114.67	9.56	\$ 51.56 \$ 492.68
3	<b>Weekly Active Time Devoted to Maintenance (hrs./week)</b>	2.00				
	Active Canyon Area Activities & Maintenance (hrs./day)	0.28	344 <sup>(4)</sup>	98.02	8.17	\$ 51.56 \$ 421.14
4	<b>Passive Security Value (\$/hr.)</b>	\$ 0.25 <sup>(3)</sup>				
	Passive Security Presence (12 hrs./day)	\$ 3.00	344 <sup>(4)</sup>	\$ 1,032.00	\$ 86.00	\$ 86.00
5	<b>Illegal Dump Cleanup &amp; Disposal</b>	Emp. Cost out of Pocket	Hours	Days Per Year: 16		
		0.25	Hrs./Yr. Days/Month	4.00 0.33	\$/Hr. \$ 51.56	\$ 17.19

Sub Total of Employee Provided Maintenance and Security Presence Activities: \$ 1,017.02  
Adjusted Housing Cost Analysis due to O&M and Employee House Maintenance Activities: \$ 1,592.25  
Difference in Cost vs. Offsets: \$575.23

Disaster Event Response	1.00					
Fire Response (hrs./day)	24.00	10	240	240.00	\$ 51.56	\$ 12,374.40
						60 <sup>(5)</sup>
						\$ 206.24

**Footnotes:**

- (1) From FAIR MARKET VALUE COMPARISONS TO DISTRICT HOUSING presented at 9-28-2020 Personnel Committee Meeting  
(2) From HOUSING UNIT COST ANALYSIS 13697 Oak Glen Road presented at 7-27-2020 Personnel Committee Meeting  
(3) Analysis of BCVRPD shows active security cost of \$23/hr.  
(4) Assumed 21 days of vacancy (vacation, etc.)  
(5) Spread over 5 years

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE COMPARISONS TO DISTRICT HOUSING**

**DRAFT**

<b>TABLE 1 - Summary of Comparison Houses</b>					
<b>Address</b>	<b>City/Town</b>	<b>Monthly Rent</b>	<b>Square Footage (Sq Ft)</b>	<b>Monthly Rent/Sq Ft</b>	<b>Source</b>
<b>Brick and Mortar</b>					
1299 Pennsylvania Ave	Cherry Valley	\$ 1,795	1499	\$ 1.20	zillow.com
11060 Karen Rd	Cherry Valley	\$ 1,200	967	\$ 1.24	rent.com
11684 Oak Ln	Yucaipa	\$ 1,950	1400	\$ 0.72	rent.com
35835 Santa Maria St	Yucaipa	\$ 2,295	2315	\$ 0.99	zillow.com
34576 Wildwood Canyon Rd	Yucaipa	\$ 2,400	2100	\$ 1.14	zillow.com
<b>Average</b>		<b>\$ 1,961</b>		<b>\$ 1.06</b>	
<b>Mobile Homes</b>					
10130 Frontier Trl	Cherry Valley	\$ 1,650	1368	\$ 1.21	zillow.com
<b>Average</b>		<b>\$ 1,650</b>		<b>\$ 1.21</b>	

<b>TABLE 2 - Averages Applied to District Housing</b>					
<b>District Address</b>			<b>Estimated Square Footage (Sq Ft)</b>	<b>Monthly Market Rent/Sq Ft</b>	<b>Monthly Market Rent</b>
12303 Oak Glen Road			2070	\$ 1.06	\$ 2,190
13695 Oak Glen Road			1300	\$ 1.06	\$ 1,376
13697 Oak Glen Road			1460	\$ 1.06	\$ 1,545
9781 Avenida Miravilla			1200	\$ 1.06	\$ 1,270

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE BRICK AND MORTAR COMPARISON 1**

**DRAFT**

Address	City/Town	Monthly Rent	Square Footage (Sq Ft)	Monthly Rent/Sq Ft	Source
1299 Pennsylvania Ave	Cherry Valley	\$ 1,795	1499	\$ 1.20	zillow.com



Save Share More

**\$1,795/mo** 2 bd 3 ba 1,499 Square Feet

1299 Pennsylvania Ave, Cherry Valley, CA 92223

**Request a tour**

**Request to apply**

[Overview](#) [Facts and features](#) [Rent Zestimate](#) [Price and tax](#) >

Days listed 0

Contacts 31

Center courtyard with seating area and outside fireplace makes this home a must see. Nicely appointed home that features updated kitchen with corian counter tops. Updated bathrooms with tile bath/showers. Extra large living room with fireplace and ceiling fans. Large fenced yard. Garage partially covered to room but not being considered a 3rd bedroom.



Address	City/Town	Monthly Rent	Square Footage (Sq Ft)	Monthly Rent/Sq Ft	Source
11060 Karen Rd	Cherry Valley	\$ 1,200	967	\$ 1.24	rent.com

rent.com

Home · California · Cherry Valley Houses

\$1,200

11060 Karen Dr

Cherry Valley, California 92223

2 Beds | 1 Bath | 967 Sqft

Description

Learn more about this property

2 Bedroom, 1 Bathroom Duplex w/ Updated Features, Available Now. - 2 Bedroom, 1 Bathroom Duplex w/ updated features, \$1,200 Monthly/ \$1,200 Deposit, Month-to-Month Lease Agreement. Tenant pays ALL utilities. Unit comes with carpet and vinyl tile floors, central AC/heat, one-car garage, gas stove, washer/dryer hook-up, and fenced back yard. Small pets allowed w/ additional \$500 deposit. Going north on Beaumont Ave., turn right onto Brookside Ave. Follow for about 1 mile, then turn right onto Karen Dr., unit is at the end of the street on the right side.

Building Type  
House



BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE BRICK AND MORTAR COMPARISON 3

DRAFT

Address	City/Town	Monthly Rent	Square Footage	Monthly Rent/Sq Ft	Source
11684 Oak Ln	Yucaipa	\$ 1,950	1400	\$ 0.72	rent.com

rent.com

Home > California > Yucaipa Houses

\$1,950

11684 Oak Ln

Yucaipa, California 92399 • Central Yucaipa

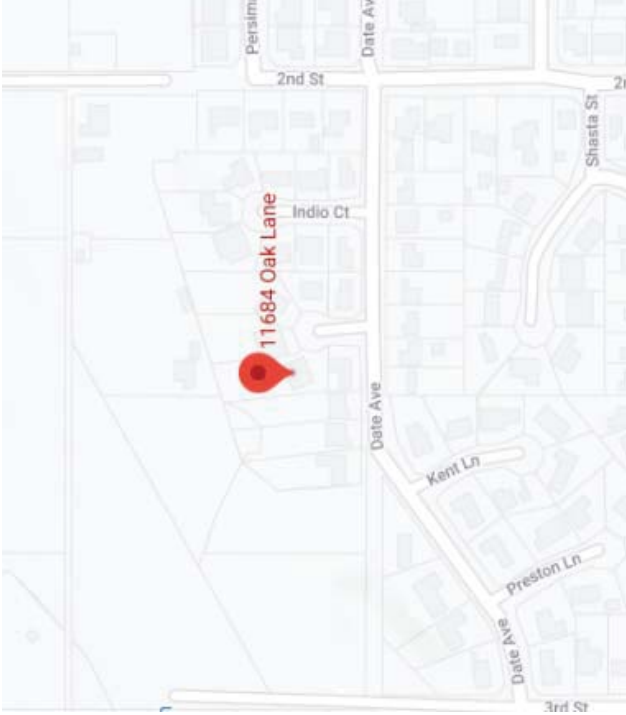
3 Beds | 2 Bath | 1400 Sqft

Description

Learn more about this property

11684 Oak Lane - 3D Tour <https://my.matterport.com/show/?m=dzauc6bYfaw&ts=5> Beautiful 3 bedroom 2 bath home in upper Yucaipa. Hardwood and tile floors. Sun room with Great views! Dishwasher and refrigerator. Central heat and air. Fireplace. 2 car garage w/opener and RV/ trailer storage. Includes gardener, water, sewer and trash. NO PETS. Available 9/15/2020.

**Building Type**  
House





**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE BRICK AND MORTAR COMPARISON 4**

**DRAFT**

Address	City/Town	Monthly Rent	Square Footage (Sq Ft)	Monthly Rent/Sq Ft	Source
35835 Santa Maria St	Yucaipa	\$ 2,295	2315	\$ 0.99	zillow.com



Save Share More

**\$2,295/mo** 3 bd | 2 ba | 2,315 Square Feet

35835 Santa Maria St, Yucaipa, CA 92399

**Request a tour**

**Request to apply**

[Overview](#) [Facts and features](#) [Rent Zestimate](#) [Price and tax](#)

Days listed 26

Contacts 54

Spacious upper Yucaipa ranch style home features 3 large bedrooms, 2 full baths, formal living room, large family room with fireplace, kitchen open to family room and dining room, enclosed rear sun room, separate office and inside laundry room. Central heat and air and ceiling fans. Fenced rear yard area and covered patio. Water and trash included with rent. This is a NO PET property.



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE BRICK AND MORTAR COMPARISON 5**

**DRAFT**

Address	City/Town	Monthly Rent	Square Footage (Sq Ft)	Monthly Rent/Sq Ft	Source
34576 Wildwood Canyon Rd	Yucaipa	\$ 2,400	2100	\$ 1.14	zillow.com



Save Share More

**\$2,400**/mo 4 bd | 2 ba | 2,100 Square Feet

34576 Wildwood Canyon Rd, Yucaipa, CA 92399

**Request a tour**

**Apply now**

Overview Facts and features Rent Zestimate Price and tax

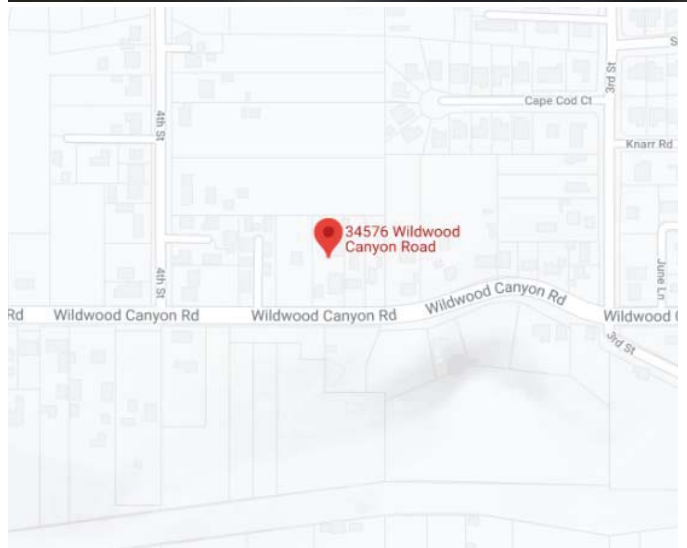
Add work destination

**Overview**

Days listed 22 | Contacts 65 | Applications 9

Freshly painted new laminate floors blinds through out  
Granite countertops stove dishwasher ceiling fans inc

Owner pays for water,electric, trash and sewer up to \$400  
per month





**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

**DRAFT**

Address	City/Town	Monthly Rent	Square Footage (Sq Ft)	Monthly Rent/Sq Ft	Source
10130 Frontier Trl	Cherry Valley	\$ 1,650	1368	\$ 1.21	zillow.com



Save Share Mo

**\$1,650/mo** 2 bd | 2 ba | 1,368 Square Feet

10130 Frontier Trl, Cherry Valley, CA 92223

**Request a tour**

**Request to apply**

[Overview](#) [Facts and features](#) [Rent Zestimate](#) [Price and tax](#)

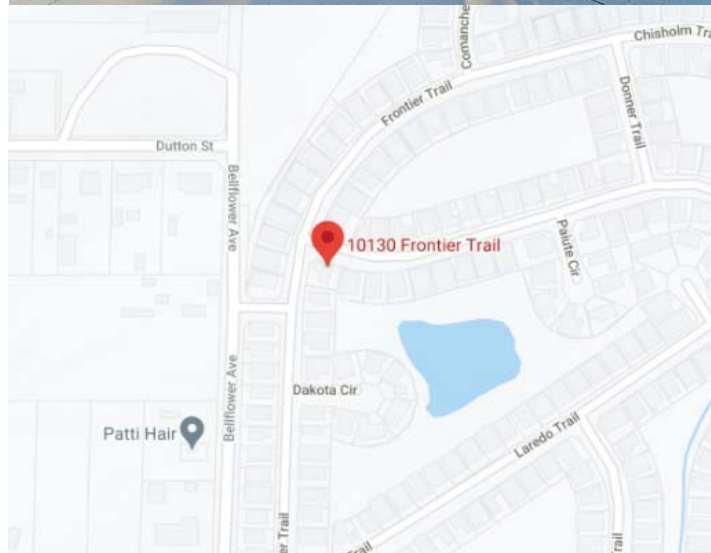
[Add work destination](#)

### Overview

Days listed 6

Contacts 17

55 plus Community in Cherry Valley @ Bedroom @ Bath  
Free Golf,swimming,pool,sauna,jacuzzi and more. This is a  
55+ community. You need to be 55 + to live here.



# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 12303 Oak Glen Road

Item	Maintenance and Repair			20 Year			20 Year			By
	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Future Cost of M&R	Average Interest (2)	Payment Per Year	Frequency	Monthly Payment	By Renter	District
<b>Yearly Maintenance/Upkeep (By Renter)</b>										
Clean Clothes Dryer Exhaust	1	\$ 100.00	2.51%	\$102.51	1.85%	12		(\$8.46)		
Lubricate Garage Door Springs	1	\$ 50.00	2.51%	\$51.26	1.85%	12		(\$4.23)		
Drain Hot Water Heater	1	\$ 25.00	2.51%	\$25.63	1.85%	12		(\$2.11)		
Look for signs of termites	1	\$ 25.00	2.51%	\$25.63	1.85%	12		(\$2.11)		
										<b>(\$16.91)</b>
<b>Home Maintenance Period 2-5 Years</b>										
Clean Heat Ducts	5	\$ 250.00	2.51%	\$282.99	1.85%	12		(\$4.50)		(\$4.50)
Home Inspection	5	\$ 250.00	2.51%	\$282.99	1.85%	12		(\$4.50)		(\$4.50)
Install New Dish Washer	5	\$ 500.00	2.51%	\$565.98	1.85%	12		(\$9.00)		(\$9.00)
Replace Kitchen Sink	5	\$ 250.00	2.51%	\$282.99	1.85%	12		(\$4.50)		(\$4.50)
Service HVAC	5	\$ 500.00	2.51%	\$565.98	1.85%	12		(\$9.00)		(\$9.00)
Paint Exterior Fencing	5	\$ -	2.51%	\$0.00	1.85%	12		\$0.00		\$0.00
Inspect Roof	5	\$ 250.00	2.51%	\$282.99	1.85%	12		(\$4.50)		(\$4.50)
Seal Grout	5	\$ 250.00	2.51%	\$282.99	1.85%	12		(\$4.50)		(\$4.50)
Termite Inspection & Minor Treatment	5	\$ 250.00	2.51%	\$282.99	1.85%	12		(\$4.50)		(\$4.50)
Pump Service Septic Tank and System	5	\$ 1,200.00	2.51%	\$1,358.35	1.85%	12		(\$21.59)		(\$21.59)
Replace Smoke and Carbon Monoxide Detectors	5	\$ 250.00	2.51%	\$282.99	1.85%	12		(\$4.50)		(\$4.50)
										<b>(\$18.00)</b>
<b>Home Maintenance Period 5-10 Years</b>										
Paint Exterior House Structure	10	\$ 1,122.00	2.51%	\$1,437.66	1.85%	12		(\$10.90)		(\$10.90)
Paint Exterior Garage Structure	10	\$ 552.00	2.51%	\$707.30	1.85%	12		(\$5.36)		(\$5.36)
Paint Interior	10	\$ 2,500.00	2.51%	\$3,203.33	1.85%	12		(\$24.28)		(\$24.28)
Framing Repair & Drywall	10	\$ 1,500.00	2.51%	\$1,922.00	1.85%	12		(\$14.57)		(\$14.57)
Repair Interior Doors & Trim	10	\$ 500.00	2.51%	\$640.67	1.85%	12		(\$4.86)		(\$4.86)
Re-Caulk window and doors	10	\$ 250.00	2.51%	\$320.33	1.85%	12		(\$2.43)		(\$2.43)
Replace Carpet	10	\$ 2,000.00	2.51%	\$2,562.67	1.85%	12		(\$19.43)		(\$19.43)
Replace Flooring	10	\$ 1,500.00	2.51%	\$1,922.00	1.85%	12		(\$14.57)		(\$14.57)
Hardwood Flooring	10	\$ 2,000.00	2.51%	\$2,562.67	1.85%	12		(\$19.43)		(\$19.43)
Update Landscaping	10	\$ 500.00	2.51%	\$640.67	1.85%	12		(\$4.86)		(\$4.86)
Replace Garage Door Opener	10	\$ 400.00	2.51%	\$512.53	1.85%	12		(\$3.89)		(\$3.89)
Replace Hot Water Heater	10	\$ 800.00	2.51%	\$1,025.07	1.85%	12		(\$7.77)		(\$7.77)
										<b>(\$46.14)</b>
										<b>(\$86.21)</b>

# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 12303 Oak Glen Road

HOUSING UNIT COST ANALYSIS - 12000 OAK CREEK ROAD									
Maintenance and Repair				20 Year			By		
Item	Frequency (Years)	Cost of M&R Today	20 Year Average CPI (1)	Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	By Renter	District
Home Maintenance Beyond 15 Years									
Replace Housing Unit Roof	25	\$ 9,265.98	2.51%	\$17,220.56	1.85%	12	(\$45.12)		(\$45.12)
Replace Garage Roof	25	\$ 2,304.00	2.51%	\$4,281.92	1.85%	12	(\$11.22)		(\$11.22)
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	\$1,641.82	1.85%	12	(\$5.65)	(\$5.65)	
Replace HVAC Unit	25	\$ 6,000.00	2.51%	\$11,150.83	1.85%	12	(\$29.22)		(\$29.22)
Replace Tile Kitchen	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)
Replace Tile Bathrooms	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)
Replace HVAC Ducting/System	25	\$ 2,000.00	2.51%	\$3,716.94	1.85%	12	(\$9.74)		(\$9.74)
Replace Siding	30	\$ 8,000.00	2.51%	\$16,829.72	1.85%	12	(\$34.95)		(\$34.95)
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	\$5,259.29	1.85%	12	(\$10.92)		(\$10.92)
Repair or replace fencing/railing/etc.	20	\$ 2,500.00	2.51%	\$4,104.54	1.85%	12	(\$14.12)		(\$14.12)
Replace Windows	20	\$ 6,800.00	2.51%	\$11,164.35	1.85%	12	(\$38.42)		(\$38.42)
Replace Doors	20	\$ 1,400.00	2.51%	\$2,298.54	1.85%	12	(\$7.91)		(\$7.91)
Replace Garage Doors	20	\$ 2,000.00	2.51%	\$3,283.63	1.85%	12	(\$11.30)		(\$11.30)
Update Electrical Service	30	\$ 3,000.00	2.51%	\$6,311.15	1.85%	12	(\$13.11)		(\$13.11)
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	\$10,518.58	1.85%	12	(\$21.84)		(\$21.84)
Replace/Update Septic System	25	\$ 15,000.00	2.51%	\$27,877.07	1.85%	12	(\$73.04)		(\$73.04)
Replace Sidewalks	25	\$ 220.00	2.51%	\$408.86	1.85%	12	(\$1.07)		(\$1.07)
Replace AC Driveways	40	\$ 1,732.50	2.51%	\$4,670.06	1.85%	12	(\$6.57)		(\$6.57)
Replace Driveways	40	\$ 1,222.22	2.51%	\$3,294.58	1.85%	12	(\$4.63)		(\$4.63)
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	\$4,104.54	1.85%	12	(\$14.12)		(\$14.12)
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	\$3,626.05	1.85%	12	(\$17.47)	(\$5.65)	(\$371.75)

Cost of M&R Today	Future Cost of M&R
-------------------	--------------------

**SUBTOTAL ESTIMATE** \$ 93,718.71 \$ 165,346.62 (\$86.70) (\$511.05)

(1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)

(2) LAIF Pooled Money Investment Account: 2001-2020 (June)

# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 13695 Oak Glen Rd

Maintenance and Repair										20 Year		20 Year		20 Year		20 Year		20 Year		20 Year		
Item	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	By Renter	District	Average Interest (2)		Average CPI (1)		Future Cost of M&R		Payment Frequency Per Year		Monthly Payment		By Renter		
Yearly Maintenance/Upkeep (By Renter)																						
Clean Dryer Exhaust	1	\$ 100.00	2.51%	\$102.51	1.85%	12	(\$8.46)															
Lubricate Garage Door Springs	1	\$ 50.00	2.51%	\$51.26	1.85%	12	(\$4.23)															
Drain Hot Water Heater	1	\$ 25.00	2.51%	\$25.63	1.85%	12	(\$2.11)															
Look for signs of termites	1	\$ 25.00	2.51%	\$25.63	1.85%	12	(\$2.11)															
										(\$16.91)												\$0.00
Home Maintenance Period 2-5 Years																						
Clean Heat Ducts	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)															
Seal Grout	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)															
Paint Exterior Fencing	5	\$ 2,275.00	2.51%	\$2,575.21	1.85%	12	(\$40.94)															
Home Inspection	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)															
Replace Kitchen Sink	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)															
Service HVAC	5	\$ 500.00	2.51%	\$565.98	1.85%	12	(\$9.00)															
Inspect Roof	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)															
Install New Dish Washer	5	\$ 500.00	2.51%	\$565.98	1.85%	12	(\$9.00)															
Termite Inspection & Minor Treatment	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)															
Pump Service Septic Tank and System	5	\$ 800.00	2.51%	\$905.57	1.85%	12	(\$14.39)															
Replace Smoke and Carbon Monoxide Detectors	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)															
										(\$18.00)												(\$86.83)
Home Maintenance Period 5-10 Years																						
Paint Exterior House Structure (Wood Siding)	10	\$ 1,392.00	2.51%	\$1,783.62	1.85%	12	(\$13.52)															
Paint Exterior Garage Structure (Siding)	10	\$ 756.00	2.51%	\$968.69	1.85%	12	(\$7.34)															
Paint Interior	10	\$ 1,500.00	2.51%	\$1,922.00	1.85%	12	(\$14.57)															
Framing Repair & Drywall	10	\$ 1,000.00	2.51%	\$1,281.33	1.85%	12	(\$9.71)															
Re-Caulk window and doors	10	\$ 250.00	2.51%	\$320.33	1.85%	12	(\$2.43)															
Repair Interior Doors & Trim	10	\$ 400.00	2.51%	\$512.53	1.85%	12	(\$3.89)															
Update Landscaping	10	\$ 500.00	2.51%	\$640.67	1.85%	12	(\$4.86)															
Replace Carpet	10	\$ 1,500.00	2.51%	\$1,922.00	1.85%	12	(\$14.57)															
Replace Flooring	10	\$ 1,200.00	2.51%	\$1,537.60	1.85%	12	(\$11.66)															
Hardwood Flooring	10	\$ 1,200.00	2.51%	\$1,537.60	1.85%	12	(\$11.66)															
Replace Garage Door Opener	10	\$ 400.00	2.51%	\$512.53	1.85%	12	(\$3.89)															
Replace Hot Water Heater	10	\$ 800.00	2.51%	\$1,025.07	1.85%	12	(\$7.77)															
										(\$30.60)												(\$75.27)

# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 13695 Oak Glen Rd

Maintenance and Repair				20 Year				20 Year				By District	
Item	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	By Renter	District				
Home Maintenance Beyond 15 Years													
Replace Housing Unit Roof	25	\$ 5,813.60	2.51%	\$10,804.41	1.85%	12	(\$28.31)		(\$28.31)				
Replace Garage Roof	25	\$ 2,640.00	2.51%	\$4,906.36	1.85%	12	(\$12.86)		(\$12.86)				
Replace Tile Kitchen	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)				
Replace Tile Bathrooms	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)				
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	\$1,641.82	1.85%	12	(\$5.65)		(\$5.65)				
Replace HVAC Unit	25	\$ 3,500.00	2.51%	\$6,504.65	1.85%	12	(\$17.04)		(\$17.04)				
Replace HVAC Ducting/System	25	\$ 1,500.00	2.51%	\$2,787.71	1.85%	12	(\$7.30)		(\$7.30)				
Replace Siding	30	\$ 8,000.00	2.51%	\$16,829.72	1.85%	12	(\$34.95)		(\$34.95)				
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	\$5,259.29	1.85%	12	(\$10.92)		(\$10.92)				
Repair or replace fencing/railing/etc.	20	\$ 1,500.00	2.51%	\$2,462.73	1.85%	12	(\$8.47)		(\$8.47)				
Replace Windows	20	\$ 4,400.00	2.51%	\$7,223.99	1.85%	12	(\$24.86)		(\$24.86)				
Replace Doors	20	\$ 1,750.00	2.51%	\$2,873.18	1.85%	12	(\$9.89)		(\$9.89)				
Replace Garage Doors	20	\$ 2,000.00	2.51%	\$3,283.63	1.85%	12	(\$11.30)		(\$11.30)				
Replace Garage Man Doors	20	\$ 600.00	2.51%	\$985.09	1.85%	12	(\$3.39)		(\$3.39)				
Replace Garage Windows	20	\$ 600.00	2.51%	\$985.09	1.85%	12	(\$3.39)		(\$3.39)				
Update Electrical Service	30	\$ 3,000.00	2.51%	\$6,311.15	1.85%	12	(\$13.11)		(\$13.11)				
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	\$10,518.58	1.85%	12	(\$21.84)		(\$21.84)				
Replace/Update Septic System	25	\$ 8,500.00	2.51%	\$15,797.01	1.85%	12	(\$41.39)		(\$41.39)				
Replace Sidewalks	25	\$ 2,121.78	2.51%	\$3,943.26	1.85%	12	(\$10.33)		(\$10.33)				
Replace AC Driveways	40	\$ 4,172.44	2.51%	\$11,247.06	1.85%	12	(\$15.81)		(\$15.81)				
Replace Concrete Driveways	40	\$ -	2.51%	\$0.00	1.85%	12	\$0.00		\$0.00				
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	\$4,104.54	1.85%	12	(\$14.12)		(\$14.12)				
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	\$3,626.05	1.85%	12	(\$17.47)		(\$17.47)				
										(\$5.65)	(\$313.73)		

SUBTOTAL ESTIMATE	Future Cost of M&R	
	Cost of M&R Today	Future Cost of M&R
	\$ 81,520.82	\$ 144,308.41
		<b>(\$71.16) (\$475.83)</b>

(1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)  
 (2) LAIF Pooled Money Investment Account: 2001-2020 (June)

# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 13697 Oak Glen Rd

		Maintenance and Repair		20 Year		20 Year			
		Frequency	Cost of M&R	Average	Future Cost of	Average	Payment		
		(Years)	Today	CPI (1)	M&R	(2)	Per Year	Monthly	By District
Item								Payment	By District
<b>Yearly Maintenance/Upkeep (By Renter)</b>									
Clean Dryer Exhaust	1	\$	100.00	2.51%	\$102.51	1.85%	12	(\$8.46)	(\$8.46)
Lubricate Garage Door Springs	1	\$	50.00	2.51%	\$51.26	1.85%	12	(\$4.23)	(\$4.23)
Drain Hot Water Heater	1	\$	25.00	2.51%	\$25.63	1.85%	12	(\$2.11)	(\$2.11)
Look for signs of termites	1	\$	25.00	2.51%	\$25.63	1.85%	12	(\$2.11)	(\$2.11)
								<b>(\$16.91)</b>	<b>\$0.00</b>
<b>Home Maintenance Period 2-5 Years</b>									
Clean Heat Ducts	5	\$	250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)
Paint Exterior Fencing	5	\$	-	2.51%	\$0.00	1.85%	12	\$0.00	\$0.00
Inspect Roof	5	\$	250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)
Home Inspection	5	\$	250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)
Seal Grout	5	\$	250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)
Install New Dish Washer	5	\$	500.00	2.51%	\$565.98	1.85%	12	(\$9.00)	(\$9.00)
Replace Kitchen Sink	5	\$	250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)
Service HVAC	5	\$	500.00	2.51%	\$565.98	1.85%	12	(\$9.00)	(\$9.00)
Termite Inspection & Minor Treatment	5	\$	250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)
Pump Service Septic Tank and System	5	\$	800.00	2.51%	\$905.57	1.85%	12	(\$14.39)	(\$14.39)
Replace Smoke and Carbon Monoxide Detectors	5	\$	250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)
								<b>(\$18.00)</b>	<b>(\$45.89)</b>
<b>Home Maintenance Period 5-10 Years</b>									
Paint Exterior House Structure (Wood Siding)	10	\$	2,200.00	2.51%	\$2,818.93	1.85%	12	(\$21.37)	(\$21.37)
Paint Exterior Garage Structure (Siding)	10	\$	756.00	2.51%	\$968.69	1.85%	12	(\$7.34)	(\$7.34)
Paint Interior	10	\$	1,500.00	2.51%	\$1,922.00	1.85%	12	(\$14.57)	(\$14.57)
Framing Repair & Drywall	10	\$	1,000.00	2.51%	\$1,281.33	1.85%	12	(\$9.71)	(\$9.71)
Repair Interior Doors & Trim	10	\$	400.00	2.51%	\$512.53	1.85%	12	(\$3.89)	(\$3.89)
Replace Carpet	10	\$	1,500.00	2.51%	\$1,922.00	1.85%	12	(\$14.57)	(\$14.57)
Replace Flooring	10	\$	1,200.00	2.51%	\$1,537.60	1.85%	12	(\$11.66)	(\$11.66)
Hardwood Flooring	10	\$	1,200.00	2.51%	\$1,537.60	1.85%	12	(\$11.66)	(\$11.66)
Update Landscaping	10	\$	500.00	2.51%	\$640.67	1.85%	12	(\$4.86)	(\$4.86)
Re-Caulk window and doors	10	\$	250.00	2.51%	\$320.33	1.85%	12	(\$2.43)	(\$2.43)
Replace Garage Door Opener	10	\$	400.00	2.51%	\$512.53	1.85%	12	(\$3.89)	(\$3.89)
Replace Hot Water Heater	10	\$	800.00	2.51%	\$1,025.07	1.85%	12	(\$7.77)	(\$7.77)
								<b>(\$30.60)</b>	<b>(\$83.12)</b>

# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 13697 Oak Glen Rd

Maintenance and Repair			20 Year				20 Year		20 Year		By District	
Item	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	By Renter	District			
Home Maintenance Beyond 15 Years												
Replace Housing Unit Roof	25	\$ 12,074.40	2.51%	\$22,439.92	1.85%	12	(\$58.80)		(\$58.80)			
Replace Garage Roof	25	\$ 2,640.00	2.51%	\$4,906.36	1.85%	12	(\$12.86)		(\$12.86)			
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	\$1,641.82	1.85%	12	(\$5.65)		(\$5.65)			
Replace Tile Kitchen	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)			
Replace Tile Bathrooms	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)		(\$3.49)			
Replace HVAC Unit	25	\$ 3,500.00	2.51%	\$6,504.65	1.85%	12	(\$17.04)		(\$17.04)			
Replace HVAC Ducting/System	25	\$ 1,500.00	2.51%	\$2,787.71	1.85%	12	(\$7.30)		(\$7.30)			
Replace Siding	30	\$ 8,000.00	2.51%	\$16,829.72	1.85%	12	(\$34.95)		(\$34.95)			
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	\$5,259.29	1.85%	12	(\$10.92)		(\$10.92)			
Repair or replace fencing/railing/etc.	20	\$ 1,500.00	2.51%	\$2,462.73	1.85%	12	(\$8.47)		(\$8.47)			
Replace Windows	20	\$ 4,400.00	2.51%	\$7,223.99	1.85%	12	(\$24.86)		(\$24.86)			
Replace Doors	20	\$ 1,750.00	2.51%	\$2,873.18	1.85%	12	(\$9.89)		(\$9.89)			
Replace Garage Doors	20	\$ 2,000.00	2.51%	\$3,283.63	1.85%	12	(\$11.30)		(\$11.30)			
Replace Garage Man Doors	20	\$ 600.00	2.51%	\$985.09	1.85%	12	(\$3.39)		(\$3.39)			
Replace Garage Windows	20	\$ 600.00	2.51%	\$985.09	1.85%	12	(\$3.39)		(\$3.39)			
Update Electrical Service	30	\$ 3,000.00	2.51%	\$6,311.15	1.85%	12	(\$13.11)		(\$13.11)			
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	\$10,518.58	1.85%	12	(\$21.84)		(\$21.84)			
Replace/Update Septic System	25	\$ 8,500.00	2.51%	\$15,797.01	1.85%	12	(\$41.39)		(\$41.39)			
Replace Sidewalks	25	\$ 2,121.78	2.51%	\$3,943.26	1.85%	12	(\$10.33)		(\$10.33)			
Replace AC Driveways	40	\$ 4,172.44	2.51%	\$11,247.06	1.85%	12	(\$15.81)		(\$15.81)			
Replace Concrete Driveways	40	\$ -	2.51%	\$0.00	1.85%	12	\$0.00		\$0.00			
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	\$4,104.54	1.85%	12	(\$14.12)		(\$14.12)			
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	\$3,626.05	1.85%	12	(\$17.47)		(\$17.47)			
									(\$5.65)	(\$344.22)		

### SUBTOTAL ESTIMATE

\$ 86,314.62      \$ 154,404.02      (\$71.16) (\$473.23)

- (1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)  
 (2) LAIF Pooled Money Investment Account: 2001-2020 (June)



# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 9781 Avenida Miravilla

Maintenance and Repair				20 Year			20 Year			20 Year			By		
Item	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	By Renter	District						
Yearly Maintenance/Upkeep (By Renter)															
Clean Dryer Exhaust	1	\$ 100.00	2.51%	\$102.51	1.85%	12	(\$8.46)	(\$8.46)							
Lubricate Garage Door Springs	1	\$ 50.00	2.51%	\$51.26	1.85%	12	(\$4.23)	(\$4.23)							
Drain Hot Water Heater	1	\$ 25.00	2.51%	\$25.63	1.85%	12	(\$2.11)	(\$2.11)							
Look for signs of termites	1	\$ 25.00	2.51%	\$25.63	1.85%	12	(\$2.11)	(\$2.11)							
													(\$16.91)	\$0.00	
Home Maintenance Period 2-5 Years															
Clean Heat Ducts	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)							
Seal Grout	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)							
Paint Exterior Fencing	5	\$ 1,052.00	2.51%	\$1,190.82	1.85%	12	(\$18.93)	(\$18.93)							
Home Inspection	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)							
Replace Kitchen Sink	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)							
Service HVAC	5	\$ 500.00	2.51%	\$565.98	1.85%	12	(\$9.00)	(\$9.00)							
Inspect Roof	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)							
Install New Dish Washer	5	\$ 500.00	2.51%	\$565.98	1.85%	12	(\$9.00)	(\$9.00)							
Termite Inspection & Minor Treatment	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)							
Pump Service Septic Tank and System	5	\$ 800.00	2.51%	\$905.57	1.85%	12	(\$14.39)	(\$14.39)							
Replace Smoke and Carbon Monoxide Detectors	5	\$ 250.00	2.51%	\$282.99	1.85%	12	(\$4.50)	(\$4.50)							
													(\$18.00)	(\$64.82)	
Home Maintenance Period 5-10 Years															
Paint Exterior House Structure (Wood Siding)	10	\$ 1,436.00	2.51%	\$1,840.00	1.85%	12	(\$13.95)	(\$13.95)							
Paint Exterior Garage Structure (Stucco)	10	\$ 960.00	2.51%	\$1,230.08	1.85%	12	(\$9.33)	(\$9.33)							
Paint Interior	10	\$ 1,500.00	2.51%	\$1,922.00	1.85%	12	(\$14.57)	(\$14.57)							
Framing Repair & Drywall	10	\$ 1,000.00	2.51%	\$1,281.33	1.85%	12	(\$9.71)	(\$9.71)							
Repair Interior Doors & Trim	10	\$ 400.00	2.51%	\$512.53	1.85%	12	(\$3.89)	(\$3.89)							
Re-Caulk window and doors	10	\$ 250.00	2.51%	\$320.33	1.85%	12	(\$2.43)	(\$2.43)							
Replace Carpet	10	\$ 1,500.00	2.51%	\$1,922.00	1.85%	12	(\$14.57)	(\$14.57)							
Replace Flooring	10	\$ 1,200.00	2.51%	\$1,537.60	1.85%	12	(\$11.66)	(\$11.66)							
Hardwood Flooring	10	\$ 1,200.00	2.51%	\$1,537.60	1.85%	12	(\$11.66)	(\$11.66)							
Update Landscaping	10	\$ 500.00	2.51%	\$640.67	1.85%	12	(\$4.86)	(\$4.86)							
Replace Garage Door Opener	10	\$ 400.00	2.51%	\$512.53	1.85%	12	(\$3.89)	(\$3.89)							
Replace Hot Water Heater	10	\$ 800.00	2.51%	\$1,025.07	1.85%	12	(\$7.77)	(\$7.77)							
													(\$30.60)	(\$77.69)	



# BEAUMONT-CHERRY VALLEY WATER DISTRICT

DRAFT

## HOUSING UNIT COST ANALYSIS 9781 Avenida Miravilla

Maintenance and Repair				20 Year				By District
Item	Frequency (Years)	Cost of M&R Today	Average CPI (1)	Future Cost of M&R	Average Interest (2)	Payment Frequency Per Year	Monthly Payment	
Home Maintenance Beyond 15 Years								
Replace Housing Unit Roof	25	\$ 6,260.80	2.51%	\$11,635.52	1.85%	12	(\$30.49)	(\$30.49)
Replace Garage Roof	25	\$ 2,496.00	2.51%	\$4,638.74	1.85%	12	(\$12.15)	(\$12.15)
Replace Kitchen and Bathroom Sink/Faucet	20	\$ 1,000.00	2.51%	\$1,641.82	1.85%	12	(\$5.65)	(\$5.65)
Replace Tile Kitchen	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)	(\$3.49)
Replace Tile Bathrooms	15	\$ 500.00	2.51%	\$725.21	1.85%	12	(\$3.49)	(\$3.49)
Replace HVAC Unit	25	\$ 3,500.00	2.51%	\$6,504.65	1.85%	12	(\$17.04)	(\$17.04)
Replace HVAC Ducting/System	25	\$ 1,500.00	2.51%	\$2,787.71	1.85%	12	(\$7.30)	(\$7.30)
Replace Siding	30	\$ 8,000.00	2.51%	\$16,829.72	1.85%	12	(\$34.95)	(\$34.95)
Rehabilitate Garage Stucco	30	\$ 2,500.00	2.51%	\$5,259.29	1.85%	12	(\$10.92)	(\$10.92)
Repair or replace fencing/railing/etc.	20	\$ 1,500.00	2.51%	\$2,462.73	1.85%	12	(\$8.47)	(\$8.47)
Replace Windows	20	\$ 3,600.00	2.51%	\$5,910.54	1.85%	12	(\$20.34)	(\$20.34)
Replace Doors	20	\$ 1,050.00	2.51%	\$1,723.91	1.85%	12	(\$5.93)	(\$5.93)
Replace Garage Doors	20	\$ 2,000.00	2.51%	\$3,283.63	1.85%	12	(\$11.30)	(\$11.30)
Update Electrical Service	30	\$ 3,000.00	2.51%	\$6,311.15	1.85%	12	(\$13.11)	(\$13.11)
Update/Re-Plumb House	30	\$ 5,000.00	2.51%	\$10,518.58	1.85%	12	(\$21.84)	(\$21.84)
Replace/Update Septic System	25	\$ 8,500.00	2.51%	\$15,797.01	1.85%	12	(\$41.39)	(\$41.39)
Replace Sidewalks	25	\$ 938.67	2.51%	\$1,744.48	1.85%	12	(\$4.57)	(\$4.57)
Replace AC Driveways	40	\$ 1,386.00	2.51%	\$3,736.05	1.85%	12	(\$5.25)	(\$5.25)
Replace Concrete Driveways	40	\$ -	2.51%	\$0.00	1.85%	12	\$0.00	\$0.00
Miscellaneous Repairs (interior/exterior)	20	\$ 2,500.00	2.51%	\$4,104.54	1.85%	12	(\$14.12)	(\$14.12)
Major Termite Treatment/Repair	15	\$ 2,500.00	2.51%	\$3,626.05	1.85%	12	(\$17.47)	(\$17.47)
								(\$5.65) (\$283.62)

Cost of M&R Today	Future Cost of M&R
-------------------	--------------------

**SUBTOTAL ESTIMATE**      \$ 74,179.47      \$ 129,662.59      (\$71.16)      (\$426.13)

(1) All Urban Consumers: Los Angeles - Long Beach - Anaheim: 2000-2019 (December)  
 (2) LAIF Pooled Money Investment Account: 2001-2020 (June)