



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

**NOTICE AND AGENDA  
MEETING OF THE PERSONNEL COMMITTEE**

*This meeting is hereby noticed pursuant to  
California Government Code Section 54950 et. seq., and  
under the provisions of Assembly Bill 361 and BCVWD Resolution 2021-16*

**Monday, October 18, 2021 - 5:30 p.m.**  
**560 Magnolia Avenue, Beaumont, CA 92223**

**COVID-19 NOTICE**

**This meeting of the Personnel Committee is open to the public who would like to attend in person. COVID-19 safety guidelines are in effect pursuant to the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards and the California Department of Public Health Recommendations**

- **Face coverings are mandatory for unvaccinated persons and must be properly worn over the nose and mouth at all times**
- **Face coverings are recommended for fully vaccinated persons indoors**
- **Maintain 6 feet of physical distancing from others in the building who are not in your party**
- **There will be no access to restrooms in the building**

**TELECONFERENCE NOTICE**

*The Members of the Personnel Committee will attend in person at the  
BCVWD Administrative Office **and/or** via Zoom Video Conference*

*To access the Zoom conference, use the link below:*

<https://us02web.zoom.us/j/85792068838?pwd=cFArZHZ4aHRSumJLeTBCZVpnUGRmdz09>

**To telephone in, please dial: (669) 900-9128**  
**Enter Meeting ID: 857 9206 8838 • Enter Passcode: 457586**

*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/>

# PERSONNEL COMMITTEE MEETING – OCTOBER 18, 2021

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## Call to Order: Committee Member Ramirez

## Teleconference Verification

## Roll Call

	<b>John Covington</b>
	<b>Andy Ramirez</b>

	<b>David Hoffman (alternate)</b>
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## 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. September 20, 2021 (pages 4 - 9)

## ACTION ITEMS

3. **Report from Human Resources Department** (pages 10 - 13)
4. **Update on the Status of the Memorandum of Understanding (MOU) with the Employee Association** (pages 14 - 33)
5. **Report / Update from BCVWD Employees Association** (No Staff Report)
6. **Review of District Draft Organizational Chart in preparation for FY 2022 Budget** (pages 34 - 38)
7. **Discussion of Management Employee Group, Confidential Employee Group** (No Staff Report)
8. **2022 Operating Budget Update and Timeline** (pages 39 - 40)

9. **2021 YTD Summary of District Safety** (pages 41 - 43)
10. **2021 Summary of District Professional Development** (pages 44 - 46)
11. **Action List for Future Meetings**
  - *Employee Association topics*
  - *Policy manual updates*
12. **Next Meeting Date: November 15, 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**

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)).



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

**MINUTES OF THE PERSONNEL COMMITTEE MEETING**  
**Monday, September 20, 2021 at 5:30 p.m.**

***Meeting held via teleconference pursuant to  
California Government Code Section 54950 et. seq. and  
California Governor's Executive Order N-08-21***

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**CALL TO ORDER**

*Director Covington called the meeting to order at 5:41 p.m.*

**Announcement of Teleconference Participation**

Acting Director of Finance and Administrative Services William Clayton clarified that this meeting is conducted via teleconference pursuant to California Government Code Section 54953, and under Executive Order N-08-21 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>Covington, Ramirez</i>
<i>Directors absent:</i>	<i>None</i>
<i>Staff present:</i>	<i>General Manager Dan Jagers Acting Director of Finance and Administrative Services William Clayton Human Resources Coordinator Sabrina Foley Accounting Technician Erica Gonzales</i>
<i>BCVWD Employee Association reps:</i>	<i>Erica Gonzales</i>

Acting Director of Finance and Administrative Services William Clayton 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 June 21, 2021 and July 20, 2021 Meeting minutes

*The Committee accepted the minutes of the June 21, 2021 and July 20, 2021 Personnel Committee meetings by unanimous vote.*

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

**3. Human Resources Department Report for the Period of July 14, 2021 – September 3, 2021**

Human Resources Coordinator Sabrina Foley presented the report.

**4. Update on the status of the Memorandum of Understanding (MOU) with the Employee Association**

Ms. Foley provided an update. A preliminary review of the consultant's recommendations for the Classification Study was received and feedback is being provided by staff. The consultant will consider the feedback then begin looking at job descriptions, she said. Director Covington asked about completion. Mr. Jagggers noted that additional information had been requested from the consultant and provided additional detail on the study content. Ms. Foley noted that staff is also working with HR Dynamics to assure the study is tailored to the District and the best results are being received. Director Covington asked about the deadline, and Ms. Foley reported that it has passed.

The consulting agreement for the compensation study has been executed and a meeting with the consultants will be held to determine benchmarks. Benefits and total compensation will be examined, she noted.

The pre-bargaining analysis has been completed and closed sessions with the Board are ongoing. A draft will be submitted to the representatives for review, then will go to legal counsel, and to the Board in December.

Director Covington pointed out that the compensation study was to be completed in November or December. While it may be late, the position is still favorable to get things ironed out, he stated. He suggested choosing some dates for Board closed sessions to meet the deadline and the budget process.

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

Ms. Erica Gonzales reported that staff is excited to see the results of the classification study. Field staff is working on a couple of things to arrive at consensus, she said.

Director Covington noted desire to make the results as favorable as possible for both sides.

## **6. 2022 Operating Budget Update and Timeline**

General Manager Jagers advised that staff is moving forward in a more consistent approach than in years past. In October, staff will re-affirm with the Board the direction and assure consensus during the budgeting process. All departments are drafting preliminary budgets and staffing concepts, he said.

Jagers explained some staffing proposals.

A total of four part-time, temporary staff members in operations due to the moving forward of the AMR / AMI project, weed abatement work due to change in the labor pool, and other maintenance work. Director Ramirez cautioned against increasing future benefit obligations for added full-time staff and stated that he hoped this is not a back door way of creating positions. Mr. Jagers further detailed needs and pointed to strategies for deferring labor such as inspection activities. Director Covington noted that the General Manager has stated these needs several times, and said the concept of temporary employees, with some making the transition after several months and showing value to the organization for an existing (not created) position opening, they can certainly apply. He noted this gives the District an opportunity to test a potential employee but indicated the District should not be put in a position of obligation to hire the part-time staff member. Director Ramirez emphasized looking at contract services in this area and others.

Mr. Jagers advised that the District is having trouble filling Water Utility I positions in this labor pool and is looking for ways to have people queued up and understand those workers for these positions. He also pointed out that contracts require payment of prevailing wage, and temporary wages are lower and do not include benefits. Director Ramirez pointed out the release of liability with use of contract employees.

Mr. Jagers also noted the proposal to convert the part-time customer service position due to full-time need.

He also explained that Engineering staff is being developed and advised that in the long term, an engineering career ladder must be developed with the opportunity for recognition of licensing to maintain the current staff. In response to Director Covington, Jagers explained the current staffing and budgeting of the Engineering Department and plan for the 2021 budget.

Director Covington stated that the financial impact is not known. Ms. Foley clarified that the number of persons in the department would not change. Jagers emphasized knowledge transfer.

Director Ramirez asked if there is a need to advance the engineering positions for this coming year. Jagers said that a final decision has not yet been made and pointed to licensing and logical progression, and employee retention.

In response to Director Covington, Jagers discussed upcoming needs and the potential for contracting out some work.

Jagers reported that work is also proceeding on an executive level staff member to assist the General Manager in management of direct reports and the day-to-day activities of the District.

This is the beginning of the staffing discussions to assure they are fully vetted and understood in advance of the budget, Jagers explained. Ms. Foley added that some changes to staff titles are anticipated as a result of the classification study.

Director Covington asked about the topic of the special Finance & Audit Committee meeting scheduled for November. Mr. Jagers indicated it is a run through the budget; and Mr. Clayton added it is intended to be more proactive with several looks at the budget.

Director Covington asked about the schedule for onboarding of the new Director of Finance and Administrative Services. Mr. Jagers said the expectation is that the new staff member would participate in the budget process. He noted that the budget process is healthy and is being defined with a level that is correct for the size of the organization.

In response to Director Covington, Ms. Foley noted that the level of overtime is currently high, but the District is in a time of transition due to the AMR / AMI project, leak season, and understaffing and it is therefore difficult to get an accurate assessment in terms of staffing. Covington asked about budgeting; Ms. Foley said she expected another year to assess the adequacy of staffing and Mr. Jagers detailed some recent activity and pointed to plans for 2022. Covington stated he did not want the District to be underbudgeting for staff. Foley noted that a staffing plan is not part of the scope of work for the classification study. She cautioned against overcorrection and Jagers commented on the uncertainty of needs as the AMR / AMI project winds down.

Mr. Jagers advised that there are currently many staff positions unfilled. Covington pointed to the workload and Jagers assured that work is moving toward a solution. Ms. Foley added that the American Water Works Association benchmarks have been consulted and staff will need to be added. Management is trying to assure that staff is added at a sustainable rate without having to backtrack, she said.

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

- a. Policy 3006 Public Works Contractor-Employee Relations
- b. Policy 3010 Employee Performance Evaluation
- c. Policy 3015 Performance Evaluation-General Manager

Human Resources Coordinator Sabrina Foley noted that new Policy 3006 had been revised by legal counsel subsequent to comments at the July meeting and has significantly changed. She detailed the changes.

Ms. Foley reviewed Policies 3010 and 3015 and reminded the Committee of their prior comments which have been addressed.

Director Covington pointed out that for Human Resources to approve an evaluation seems intrusive, but to assure alignment with policy would be acceptable. Human Resources should review, but not have the final approval of it, he opined. Director Ramirez agreed. Mr. Jagers pointed out a need for consistency and professionalism, and Ms. Foley clarified the intent for HR to look for violations of policy, wording issues, etc. and suggested that “approve” may not be the accurate word. Ramirez pointed to prior discussion. Mr. Jagers proposed revised language which was acceptable to the Committee.

In reviewing Policy 3015, the Committee discussed and ultimately retained the reference to annual performance evaluation, without specifying October.

Director Ramirez pointed to the 3015.5 Goals and Objectives and expressed concern that it equalizes the General Manager to the level of the Board in making those determinations. The Committee recommended elimination of the term “mutually agreed upon.”

Ms. Foley pointed out 3015.2 and the Committee agreed that Human Resources should track the evaluation date.

*The Committee approved the following policy to be forwarded to the full Board of Directors for consideration:*

- *Policy 3006 Public Works Contractor-Employee Relations*  
by the following vote:

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

*The Committee approved the following policy to be forwarded to the full Board of Directors with the changes to section 3010.3 regarding training “as necessary” and section 3010.5 to read: “shall review and comment on (as necessary) the draft evaluation before it is delivered to the employee in an evaluation conference” for consideration:*

- *Policy 3010 Employee Performance Evaluation*  
by the following vote:

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

*The Committee approved the following policy to be forwarded to the full Board of Directors for consideration with the removal of “mutually agreed upon” and changing the responsibility for evaluation tracking to Human Resources:*

- *Policy 3015 Performance Evaluation-General Manager*  
by the following vote:



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

**8. Review of Annual Evaluation Process for General Manager**

General Manager Dan Jagers alerted the Committee that the evaluation is due next month as part of the budget process. He pointed out that an executed copy of last year's evaluation (2020) has not been received.

Director Covington recommended that the Personnel Committee be tasked with consolidating the directors' comments and submitting the final evaluation to the General Manager.

**9. 2021 YTD Summary of District Safety**

Mr. Jagers introduced the item as requested by Director Ramirez. Director Ramirez suggested addressing the item at the next meeting.

Director Covington noted that he was pleased with the level of training being offered to staff. Mr. Jagers noted the value of Human Resources in this activity.

Chair Covington tabled this item to the next meeting.

**10. 2021 Summary of District Professional Development**

Chair Covington tabled this item to the next meeting.

**11. Action List for Future Meetings**

- *Review and update of Alcohol and Substance Abuse Policy*
- *Employee Association topics (none added)*
- *Policy manual updates (ongoing)*

**12. Next Meeting Date:** Monday, October 18, 2021 at 5:30 p.m.

**ADJOURNMENT:** 7:23 p.m.

Attest:

*DRAFT UNTIL APPROVED*

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



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
October 18, 2021**

HUMAN RESOURCES REPORT

**TO:** Board of Directors Personnel Committee

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

**SUBJECT:** Human Resources Department Report for the Period of September 14, 2021 – October 11, 2021

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**Personnel**

Total Current Employees (Excluding Board Members)	41
Part Time	3
Temporary	2
Interns	0
Separations	0
Retiring Employees	0

**New Hires**

Effective 9/20/2021, a temporary staff member was hired to a regular position as a Water Utility Person I.

Effective 9/27/2021, the District hired a Director of Finance and Administrative Services.

Effective 10/11/2021, the District hired an Administrative Assistant.

**Anniversaries\***

<b>Employee Name</b>	<b>Job Title</b>	<b>Years of Service</b>
Lynda Kerney	Administrative Assistant	3
Sabrina Foley	Human Resources Coordinator	2
Clayton Kitchen	Water Utility Person I	2

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

**Promotions**

N/A



**Employee Communications**

9/15/2021: HR shared with staff that ACWA News published an article about BCVWD as a Great Place to Work

9/16/2021: Announced Open Enrollment for 2022 Plan Year and Virtual Benefits Fair

9/16/2021: HR shared information about National Hispanic Heritage Month

9/21/2021: HR announced National IT Professionals Day

9/21/2021: HR announced that a temporary employee was gaining regular status and announced the starting dates of two new employees

9/23/2021: HR shared the link for an employee survey regarding gym memberships at the request of the Employee Association representatives

10/6/2021: HR published the Wellness Connection Newsletter

10/6/2021: HR published a job opening announcement for a Water Utility Person I position

**Pending Legislation**

<b>Bill/Legislation</b>	<b>Title</b>	<b>Description</b>	<b>Status</b>
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.	<b>Chaptered,</b> CSDA Opposes (See <b>Attachment 1,</b> CSDA Assembly Bill 237 Request for Vote)
AB 1033	CFRA Update: Parents-in-law	Would amend CFRA to include leave to care for a parent-in-law within the definition of family care and medical leave. (Clarifies existing law)	<b>Chaptered,</b> Approved by the Governor. CSDA supports.
AB 1041	Leave to care for "Designated Person"	Would expand the population that employees could take leave to care for to a "designated person" to mean a person identified by the employee at the time of a leave request.	Failed deadline. May be acted upon January 2022.
AB 1003	Wage Theft: Grand Theft	Would impose criminal liability on employers for wage disputes more than \$950.00 by treating allegations of unpaid wages as grand theft under the CA Penal Code.	<b>Chaptered,</b> Approved by the Governor. CSDA Opposes.



AB 1313	COVID-19: Immunity from Civil Liability	Would exempt a business from liability for an injury or illness to a person due to COVID-19, if the business has substantially complied with all applicable state and local health laws, regulations, and protocols. (Does not currently include public agencies in the definition of business.)	Failed deadline. May be acted upon January 2022.
SB 657	Employment: Electronic Documents	Authorizes an employee working from home to receive legally required notices and postings electronically and sign or acknowledge certain documents electronically.	<b>Chaptered</b> , will be effective January 1.

*Prepared by Sabrina Foley, Human Resources Coordinator*



September 7, 2021

The Honorable Gavin Newsom  
Governor, State of California  
State Capitol  
Sacramento, CA 95814

**RE: Assembly Bill 237 (Gray) – Request for Veto**

Dear Governor Newsom:

The California Special Districts Association (CSDA) and the League of California Cities (Cal Cities) must respectfully oppose Assembly Bill 237 (Gray), which will require public agencies to continue to provide medical insurance coverage for workers out on extended strikes.

Our respective public agencies greatly value our employees and as a result have seen very few work stoppages due to strikes. Additionally, on the rare occurrence of a public agency strike, the work stoppage typically only lasts a few days. We are not aware of a single incident where a strike extended to the point where employee health benefits expired. As a result, we believe that the provisions of AB 237 are unnecessary and we are concerned that the bill could have negative consequences that would encourage prolonged work stoppages and reduced services to the communities served by special districts, and cities. Given the unknown consequences this bill may have, we requested the author include a sunset date in AB 237. Unfortunately, that request was not granted.

For these reasons, CSDA, and Cal Cities are respectfully requesting that you veto Assembly Bill 237 (Gray). Please feel free to contact Dillon Gibbons (CSDA) at (916) 290-3741, or Jason Rhine (Cal Cities) at (916) 602-2458 if you have any questions regarding our request.

Sincerely,



Dillon Gibbons  
Senior Legislative Representative



Jason Rhine  
Assistant Legislative Director

CC: Assembly Member Adam Gray  
Stuart Thompson, Chief Deputy Legislative Secretary, Office of Governor Gavin Newsom



**Beaumont-Cherry Valley Water District  
Personnel Committee  
October 18, 2021**

Item 4

STAFF REPORT

**TO:** Board of Directors

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

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

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**Staff Recommendation**

No recommendation, for informational purposes and discussion only.

**Background**

The District adopted the existing Memorandum of Understanding (MOU) with the Employee Association on December 13, 2017, and the MOU is effective from January 1, 2018, until December 31, 2021. Since this MOU will expire at the end of this year, the District is in the process of renegotiating a new MOU, tentatively to be effective on January 1, 2022.

**Summary**

District staff have identified several projects to be completed prior to negotiations, and during negotiations with the Employee Association for the purpose of drafting an updated MOU. These projects are ongoing and in various stages of completion:

<b>Project Name</b>	<b>Current Status Description</b>	<b>Next Step(s)</b>
Classification Study	Consultant is submitting job description drafts for management review. Consultant has submitted a preliminary allocation which was approved by the GM.	Management will review drafted job descriptions and Human Resources will facilitate the feedback process with the consultant. Final results will be presented to the Board for consideration.
Compensation Study	Initial Meetings with Consultant conducted, and consultant has begun work on Study.	Preliminary results to be reviewed and final results will be presented to the Board for consideration.
Pre-Bargaining Analysis	Complete and presented in Closed Session.	Staff will follow up with Board requests and present regular updates on negotiations progress in Closed Session.
Bargaining	Management Staff and MOU Representatives are meeting regularly to negotiate the terms of the proposed MOU.	Once a tentative agreement is reached, a drafted MOU will be presented to the Board for consideration.



### **Tentative Calendar of Events for Labor Negotiations:**

**11/4/2021** If tentative agreement has been reached, HR drafts MOU document and submits to Employee Association Representatives for review

**11/16/2021** If acceptable, HR submits draft to legal counsel for review, then again to Employee Association Representatives

**12/8/2021** General Manager presents MOU to Board of Directors in Closed Session for review. If agreeable, the Board adopts the MOU in Open Session.

### **Fiscal Impact**

To be determined.

### **Attachments**

1. Memorandum of Understanding between BCVWD and BCVWD Employee Association 2018 - 2021

*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 Manger as soon as possible. All overtime shall be paid on the payday immediately following the pay period in which overtime is worked. Holidays shall not count as time worked for the purposes of computing overtime. An employee working on a holiday, that is not scheduled to work said holiday, as part of normal work schedule, shall be paid time and one half their normal hourly rate for hours worked. Any additional hours worked in excess of (12) hours shall be paid at double their normal hourly rate. Employees who are scheduled to work on a District recognized Holiday, shall be paid their regular rate of pay for the holiday and their regular rate of pay for all hours worked and shall also be eligible for overtime as stated above.

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

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

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

### **Article 13**

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

Production Operator:

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

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

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

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

Distribution Operator:

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

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

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

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

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

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

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

All Standby Employees shall:

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

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

#### **Article 14**

##### **Call Out Time**

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

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

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

### **Article 15**

#### Equitable Distribution of Call Out Overtime

There will be equitable distribution of call out overtime.

### **Article 16**

#### Pay Period

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

### **Article 17**

#### Promotions

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

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

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

### **Article 18**

#### Introductory and Temporary Employees

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



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

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

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

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

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

## **Article 19**

### Performing Work Out of Classification

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

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

## **Article 20**

### Layoff and Recall

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

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

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

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

## Article 21

### Grievance Procedure

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

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

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

**Step 1:** A grievance, as defined above, shall be presented to the immediate supervisor within seven (7) business days of the event giving rise to the grievance. If not presented within the said time requirement, the grievance will be deemed to have been waived. Prior to filing a written grievance, an employee will first discuss the matter with his/her immediate supervisor. The immediate supervisor shall respond, either orally or in writing, within three (3) days of the discussion 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  
October 18, 2021**

Item \_\_\_\_

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Sabrina Foley, Human Resources Coordinator  
**SUBJECT:** Review of District Draft Organizational Chart in Preparation for FY 2022 Budget

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**Staff Recommendation**

Report for discussion and informational purposes only.

**Background**

In December 2020 during the budget approval process, Director Ramirez suggested that the Personnel Committee review department staffing in 2021 prior to review of the budget. Director Covington agreed it may be helpful to have Personnel Committee input and understanding at the October 2021 meeting to allow the Board more time to understand the staffing requests and needs.

During the September 20, 2021, meeting of the Personnel Committee meeting, staff presented preliminary staffing concepts and changes to the Committee for discussion. The Committee reviewed and discussed the staffing proposals.

**Summary**

Staff have analyzed staffing needs on a department level basis and made recommendations to the General Manager, who has considered these requests and evaluated based on the needs of the District as a whole. The District is currently organized under the following organizational chart (**Attachment 1**) and the proposed changes can be visualized in the proposed organizational chart (**Attachment 2**). To compare the number of positions for each classification, please refer to the organizational table in **Attachment 3**.

**Fiscal Impact**

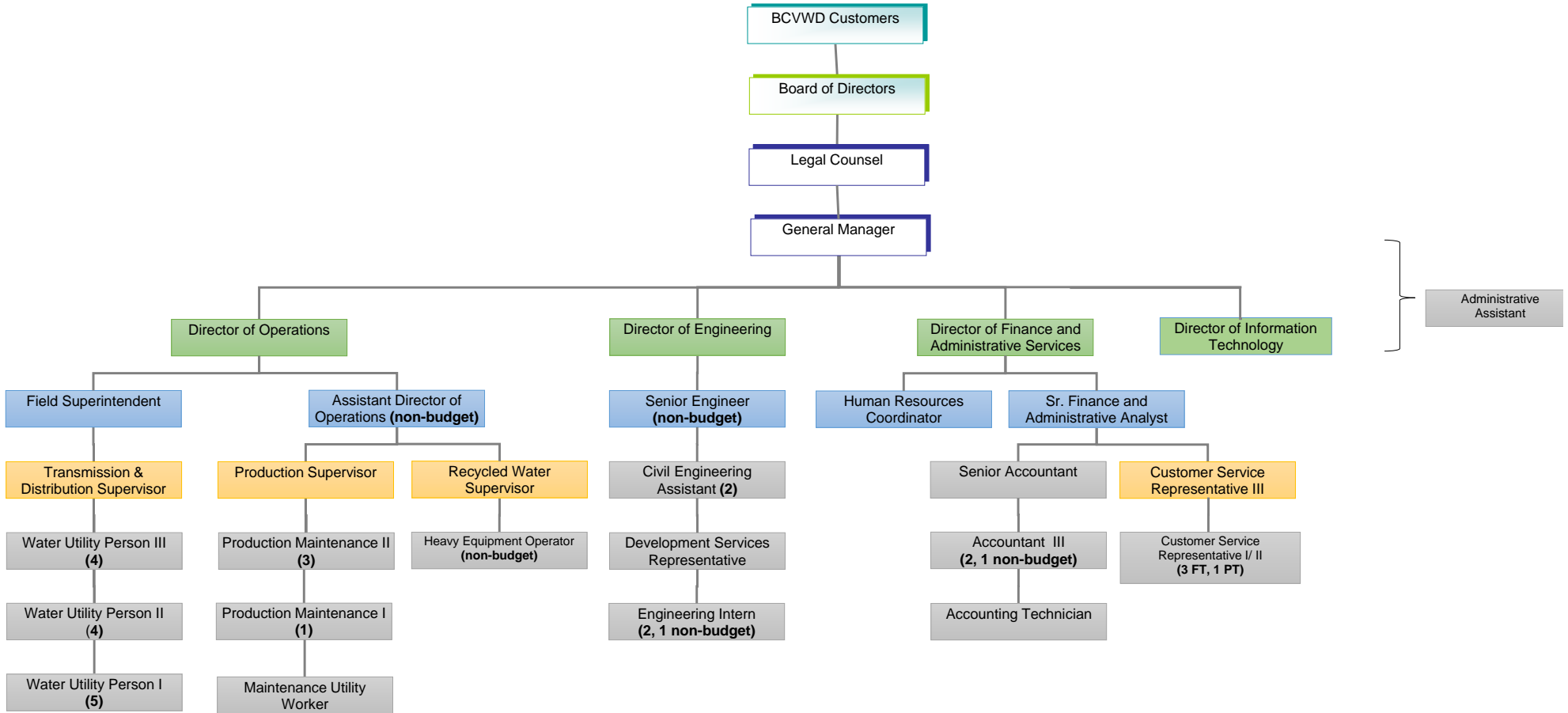
To be determined.

**Attachments**

1. 2021 BCVWD Organizational Chart
2. Proposed 2022 BCVWD Organizational Chart, DRAFT
3. BCVWD Organizational Table, 2021-2022 DRAFT

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

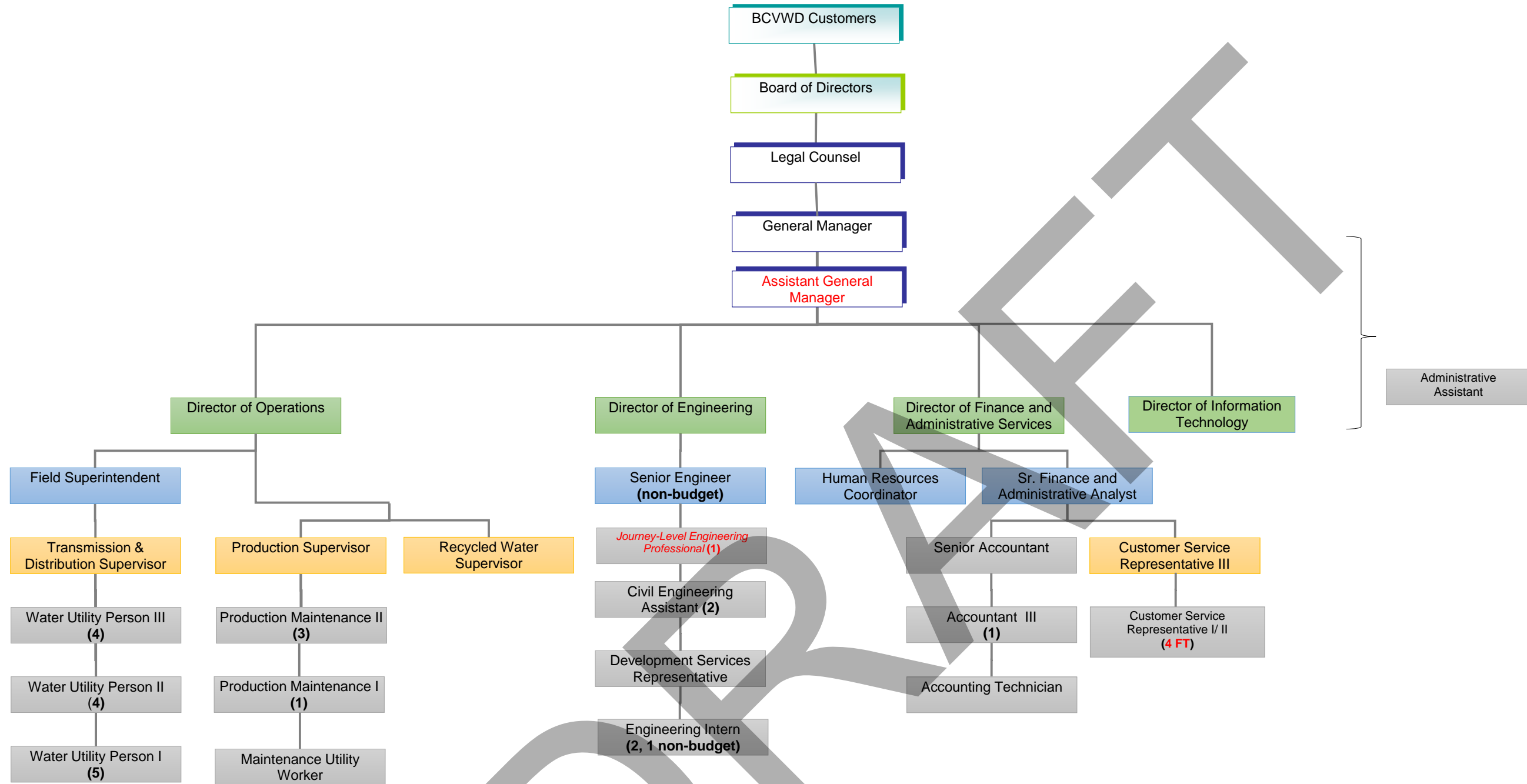
# BCVWD Organization Chart 2021



- Directors
- Managers
- Supervisors
- Staff

Effective 01/01/2021

# BCVWD Organization Chart 2021



Directors
Managers
Supervisors
Staff

Effective 01/01/2022

Division	Position	2021 Budget Full- Time Positions	2021 Budget Part- Time Positions	2022 Budget Full- Time Positions	2022 Budget Part- Time Positions
Engineering	Director of Engineering	1	0	1	0
	Senior Engineer	0	0	0	0
	District Engineer	0	2 <sup>(1)</sup>	0	2 <sup>(1)</sup>
	Civil Engineering Assistant	2	0	2	0
	Development Services Representative <sup>(2)</sup>	1	0	1	0
	Engineering Intern	0	1 <sup>(3)</sup>	0	1 <sup>(3)</sup>
Finance and Administrative Services	General Manager	1	0	1	0
	Assistant General Manager <sup>(4)</sup>	0	0	1	0
	Director of Finance and Administrative Services	1	0	1	0
	Senior Finance and Administrative Analyst	1	0	1	0
	Senior Accountant	1	0	1	0
	Accountant III	1	1 <sup>(3)</sup>	1	0
	Accounting Technician	0	0	1	0
	Account Clerk ( <i>Part-Time</i> ) <sup>(5)</sup>	0	1	0	0
	Administrative Assistant	1	1 <sup>(3)</sup>	1	1 <sup>(3)</sup>
	Customer Service Representative III	1	0	1	0
	Customer Service Representative II	1	0	1	0
	Customer Service Representative I	2	2 <sup>(3)</sup>	3	1 <sup>(3)</sup>
	Customer Service Representative I ( <i>AMR</i> ) <sup>(6)</sup>	0	2 <sup>(6)</sup>	0	2 <sup>(6)</sup>
	Human Resources Coordinator	1	0	1	0
Information Technology	Director of Information Technology	1	0	1	0
Source of Supply	Recycled Water Supervisor	1	0	1	0
	Production Supervisor	1	0	1	0
	Production Maintenance II	3	0	3	0
	Production Maintenance I	1	0	1	0
	Maintenance Utility Worker	1 <sup>(2)</sup>	0	1	0

Division	Position	2021 Budget Full-Time Positions	2021 Budget Part-Time Positions	2022 Budget Full-Time Positions	2022 Budget Part-Time Positions
<b>Transmission and Distribution</b>	Director of Operations	1	0	1	0
	Assistant Director of Operations <sup>(5)</sup>	0	0	0	0
	Field Superintendent	1	0	1	0
	Transmission and Distribution Supervisor	1	0	1	0
	Water Utility Person III	3 <sup>(7)</sup>	0	3 <sup>(7)</sup>	0
	Water Utility Person II	2 <sup>(7)</sup>	0	2 <sup>(7)</sup>	0
	Water Utility Person I	5 <sup>(7)</sup>	0	5 <sup>(7)</sup>	4 <sup>(8)</sup>
	Water Utility Person I (AMR) <sup>(6)</sup>	0	2 <sup>(9)</sup>	0	2 <sup>(9)</sup>
<b>Inspections</b>	Transmission and Distribution Supervisor	0 <sup>(9)</sup>	0	0 <sup>(9)</sup>	0
<b>Customer Service and Meter Reading</b>	Water Utility Person III	1	0	1	0
	Water Utility Person II	2	0	2	0
<b>Maintenance and General Plant</b>	Water Utility Person III	0 <sup>(10)</sup>	0	0 <sup>(10)</sup>	0
	Water Utility Person II	0 <sup>(10)</sup>	0	0 <sup>(10)</sup>	0
	Water Utility Person I	0 <sup>(10)</sup>	0	0 <sup>(10)</sup>	0
<b>Total Budgeted Positions</b>		<b>39</b>	<b>12</b>	<b>42</b>	<b>14</b>

- (1) Total budget for both positions is based on 640 hours for one each
- (2) New position for 2021
- (3) Maximum of 988 hours
- (4) New position for 2022
- (5) Position eliminated for 2022
- (6) Specific to AMR project with 50% grant match; each position is based on 1,000 hours
- (7) Employee counted in home department only; total budget splits expenses for other departments worked
- (8) Maximum of 959 hours
- (9) Specific to AMR project with 50% grant match; each position is based on 2,000 hours
- (10) Budget amount represents portion of full-time position expenses from Transmission and Distribution employees who perform duties within this division



**Beaumont-Cherry Valley Water District  
Personnel Committee  
October 18, 2021**

Item 8

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Sabrina Foley, Human Resources Coordinator  
**SUBJECT:** 2022 Operating Budget Update and Timeline

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**Staff Recommendation**

No recommendation, for informational purposes and discussion only.

**Background**

The Personnel Committee has requested Staff to provide updates to the members of the Committee regarding the status of the 2022 Operating Budget, particularly relating to personnel changes that may be proposed for the new fiscal year.

**Summary**

The General Manager will provide updates to the Personnel Committee during the September and October meetings regarding any new positions under consideration for the 2022 Operating Budget.

Department heads have drafted preliminary department budgets and staffing concepts for the General Manager's consideration. The following additional positions and staff changes are being considered:

- (2) temporary employees in the Operations department for summer landscaping and weed abatement, backup to maintenance work
- (2) temporary employees in the Operations department during the summer season for additional flagging support, meter reading, backup to maintenance work, etc. due to increased demand for leak repairs
- Change (1) part-time Customer Service position to a full-time position to ensure coverage for customer-facing functions and provide additional billing support
- Review engineering staff structure, possibility to add mid-range professional level position for career growth opportunities as staff acquire licensing and experience.
- (1) regular, full-time, Assistant General Manager to assist the General Manager with management of direct reports and the day-to-day activities of the District

Additionally, staff are anticipating some changes to existing staff titles, and potentially to the District's organization, as a result of the Classification Study currently being conducted.



**Calendar of Events for 2022 Operating Budget:**

**10/18/2021** General Manager to update the Personnel Committee regarding any new positions under consideration

**11/4/2021** Presentation of budget numbers to the Finance & Audit (F&A) Committee meeting

**11/22/2021** Special F&A Committee Meeting

**12/2/2021** Regular F&A Committee Meeting

**12/8/2021** Budget workshop

**12/21/2021** Board meeting, presentation of budget for consideration

**Fiscal Impact**

To be determined.

**Attachments**

Not applicable.

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





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

### **2021 YTD Summary of District Safety**

#### **Scope and Summary of Report:**

This report includes workers' compensation data, workplace incident data, training information, and a description of any inspections as they are related to safety from January 1, 2021 through August 31, 2021. This report excludes identifying information and protects all employee rights as defined by HIPAA (Health Insurance Portability and Accountability Act).

#### **OSHA:**

OSHA has made no inspection of the District's operations in 2021.

BCVWD is compliant with all OSHA regulations, such as maintaining Safety Data Sheets (SDS) on worksites, providing Personal Protective Equipment (PPE), and providing all mandated training for employees. BCVWD has fully implemented the Cal/OSHA required Emergency Temporary Standards (ETS) for COVID-19 prevention, and last updated the required COVID-19 Prevention Plan (CPP) on June 23, 2021.

BCVWD partnered with the Safety Compliance Company to conduct practice drills for OSHA inspections on District premises on February 8, 2021, May 17, 2021, and August 24, 2021. The vendor provided a full report for each date with fully satisfactory results. Minor corrections and improvements were made as a result of each inspection regarding signage and running lights when workers are in the roadway. All employees and sites inspected demonstrated appropriate use of Personal Protective Equipment (PPE), clean and organized worksites, correct traffic control, and knowledge of safety requirements.

#### **Workers' Compensation:**

The District has had four workers' compensation injuries in 2021. The employees have been released to return to work with accommodations, or have been released to return to work at full duty. Workplace investigations were conducted for each injury and additional training was provided to staff with the goal of preventing further incidents.

#### **FMCSA Clearinghouse:**

Employees with a Commercial Driver's License (CDL Class A) are enrolled in the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse as required by the U.S. Department of Transportation (DOT). The Clearinghouse is an online database that gives employers real-time information about CDL holders' drug and alcohol violations. These employees are subject to random drug testing and an annual query to verify that current or prospective drivers are not prohibited from operating commercial motor vehicles.

Additionally, the District maintains Driver Qualification Files (DQ Files) for CDL holders in accordance with DOT regulations. Human Resources performs the DOT-required role of Designated Employer Representative (DER) for the District. The District works with Weinhoff Drug Testing who act as our Service Agent (SA) for random screening.



All safety classifications, regardless of Driver's License type, are enrolled in the California Department of Motor Vehicles' Employer Pull Notice Program. The District receives an annual report on each driver and are notified in the event of an update to the driver's record; for example, when a driver is issued a driving violation or an additional license.

### **Safety Training**

BCVWD is committed to creating a safe environment for both the employees of the District and the public, and trains employees in best practices in order to achieve this goal. In 2021, BCVWD is continuing its partnership with Safety Compliance Company to provide OSHA-required training and additional support in the event of an inspection or similar event. Additionally, the District's field employees participate in weekly "tailgate" safety meetings in which individual employees research various topics and provide training to each other. Tailgate-style meetings create buy-in and promote personal responsibility for safety.

As part of certification training, safety employees also participate in continuing professional development and safety training through resources provided by ACWA JPIA. As COVID restrictions are lifted, the District will resume sending employees to in-person training opportunities through ACWA JPIA.

All district employees completed CPR/AED/First Aid certification in 2019. This training must be renewed every two years, and additional training is scheduled on October 26-27, 2021.

All employees received updated COVID-19 Prevention training as required by Cal/OSHA in late June/early July of this year.

### **Emergency Response**

The District utilizes an Emergency Response Plan, and new employees receive an emergency response safety orientation. Worksites maintain an emergency roster to account for employees in the event of an emergency.

Human Resources leads an Emergency Response Committee (ERC) made up of employees representing each department in the District. The Committee meets quarterly to review and make improvements to the District's Emergency Response Plan, and to identify areas of training or additional procedures needed for staff in emergency preparedness. Members of the ERC support the General Manager and/or emergency responders in the event of a District emergency.

The Director of Operations is a member of a local emergency preparedness organization (PassCom) and collaborates with the community on the topic of emergency preparedness.

### **Risk Control**

In accordance with OSHA requirements, the District implements an Injury/Illness Prevention Program (IIPP). Human Resources works with supervisors and the Safety Compliance Company to conduct Accident and Incident Investigations for any injury, near miss, or miscellaneous safety incident with the goal of prevention.

Human Resources continues to partner with ACWA JPIA's risk management team to limit workplace injuries and other liabilities to the District. ACWA JPIA has an extensive Risk Control



Manual and other resources used by the District to limit risk.

### **Safety Equipment**

The District purchased and deployed additional safety equipment as requested by District staff, and in compliance with the District's Injury and Illness Prevention Plan (IIPP) as it relates to heat stress. During traffic control activities, staff now has two (2) stop/slow (Flagger Joe) paddle systems that incorporate high visibility and OSHA compliant umbrellas with ergonomic stop/slow paddles. Additionally, staff has been provided with an alternative uniform to wear during active outdoor work when temperatures are above 85°F. This alternative uniform consists of a high visibility tee-shirt with reflective stripes and a District logo. The alternative uniform provides staff with an opportunity to shed two layers of clothing (Blue Shirt and Safety Vest) during high temperatures reducing the possibility of heat stress.

The District has purchased and deployed additional traffic control signage, including pedestrian signage for sidewalks and public spaces. Traffic cones and barricades have been purchased and deployed to further support traffic control activities and construction zones.

Battery powered light towers have been purchased and deployed to improve visibility during night work and in areas that are inaccessible by the towable light tower. These M18 volt Milwaukee LED light towers are lightweight and provide 6 hours of light per battery. Additional batteries are available to extend lighting activities through the night.

The District's drone has been leveraged to provide an inspection opportunity that does not require District staff climbing each reservoir on a quarterly basis. Ladders, locks, vents, and screens can be photographed and documented without the use of fall protection systems.

### **Ergonomics**

Knee pads have been provided to field staff for use with the AMR/AMI meter change out program to reduce the risk of injury due to repeated kneeling on hard surfaces. The Field Superintendent and the Transmission & Distribution Supervisor have instituted mandatory morning stretches for field employees, as a group, prior to the commencement of work each morning to reduce the risk of injury from strain or overextension.

Three workstations in the District's Main Office have been outfitted with stand-up desk conversions to provide employees with an opportunity to stand while performing computer work to reduce fatigue and muscle pain. Staff is further improving ergonomics by replacing office chairs with adjustable, ergonomic desk chairs.

### **H.R. LaBounty Safety Award**

The District is in the process of nominating Director of Operations James Bean and Director of Information Technology Robert Rasha for the H.R. LaBounty Safety Award, offered by ACWA JPIA. These employees will be nominated by BCVWD for their implementation of a drone program for the use of tank inspections, which reduces fall risk for employees. Additionally, the drone will be used to search rural areas that may be flooded or dangerous to inspect on foot during an emergency. The District will also use the drone to record traffic control setups for training purposes.

*Prepared by Sabrina Foley, Human Resources Coordinator, and James Bean, Director of Operations*



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

### **2021 Summary of District Professional Development**

#### **Scope and Summary of Report:**

This report includes training information and professional development opportunities for staff from January 1, 2021, through August 31, 2021, and planned activities for the future.

#### **Safety Training:**

BCVWD is committed to creating a safe environment for both the employees of the District and the public, and trains employees in best practices in order to achieve this goal. In 2021, BCVWD is continuing its partnership with the Safety Compliance Company to provide OSHA-required training and additional support in the event of an OSHA inspection or similar event. Additionally, the District's field employees participate in weekly "tailgate" safety meetings in which individual employees research various topics and provide training to each other. Tailgate-style meetings create buy-in and promote personal responsibility for safety.

All district employees completed CPR/AED/First Aid certification in 2019. This training must be renewed every two years, and additional training is scheduled for all staff on October 26-27, 2021.

All employees received updated COVID-19 Prevention training as required by Cal/OSHA in late June/early July of this year.

All new hires receive training in the Emergency Action Plan, District policies, and applicable department training during the onboarding process.

#### **Required Sexual Harassment Training and Ethics Training**

All District employees and members of the Board of Directors are required by California state law to take sexual harassment training every two years. Human Resources tracks this requirement and assigns the training to individuals with expiring training.

All supervisory and management employees with access to District funds, and members of the Board of Directors are required by California state law to take Ethics training every two years. Human Resources tracks this requirement and assigns the training to individuals with expiring training.

#### **Professional Development Program (ACWA/JPIA)**

The District's Joint Powers Association, ACWA/JPIA, offers a Professional Development Program (PDP) to offer current, in-depth training and educational opportunities in the following specialty areas: Supervisor Basics, Human Resources, and Operations. Each certification requires approximately 40 hours of education, including face-to-face training, online, and self-study options. The PDP reduces risk to the District by providing management, supervisors, and staff with the skills needed to maximize personal and organizational success.



The Beaumont-Cherry Valley Water District has not previously participated in the ACWA JPIA PDP, which is free to members. However, the District will be partnering with ACWA JPIA and utilizing the PDP in the future for eligible employees.

### **Customer Service**

The Customer Service department will be partnering with training firm Global Learning Partners, Inc. to complete a series of in-depth training in late 2021/early 2022. The training, "Customer Service New Rules" improves the customer service experience through emotional intelligence, developing a 30-second connection with customers, problem solving, and professional telephone and email techniques.

### **Management and Leadership**

The Beaumont-Cherry Valley Water District desires to be an employer of choice, developing employees who are currently in supervisory roles as well as preparing our employees to lead from any position. This year BCVWD is implementing an on-site leadership training program. Participants were chosen based on their role as either manager, supervisor, or trainer. The goals of the program are to align management philosophy with the District's Mission and Vision, develop team camaraderie, improve internal communications, and build upon the District's organizational culture.

For subsequent management training and for employees new to management in future years, Human Resources is examining custom certificate programs from nearby colleges and universities, credentialing programs, and professional development Learning Management Systems (LMS) to create a sustainable management program for the District.

### **Annual Training for Employees**

In addition to the requirements for harassment and ethics training, District employees also complete mandated training on an annual basis in Workplace Diversity, Equity, and Inclusion; Workplace Bullying; and Workplace Violence.

All employees receive annual training from the Safety Compliance Company in the following topics during safety meetings: Emergency Action Plan, Back Safety, Bloodborne Pathogens, Ergonomics, Safety Awareness, and Fire Extinguishers. Additionally, field staff receive annual training in Lock Out/Tag Out Procedures, Flagger Safety, Hazard Communication (GHS), Respiratory Safety, Power Tools Safety, Heat Illness Prevention Plan, Trenching, Fall Protection, Electrical Safety, Confined Space, and Tractor Safety.

### **Water Certifications**

The Beaumont-Cherry Valley Water District reimburses employees to take job-related continuing education courses and renewal fees in accordance with District Policy #34, Occupational Certification Assistance. This policy lists the Water Treatment Operator and Water Distribution Operator certifications as examples of compliant certifications eligible for reimbursement.



Additionally, full-time employees who are part of the MOU employee group with 3 continuous years of service may be eligible for Incentive Pay for certification above the required level their current classification.

Operations staff have access to American Water Works Association (AWWA) membership training activities and resources.

### **Professional-Level Continuing Education**

The Accounting department regularly attends continuing education webinars and workshops. The Certified Public Accountant (CPA) accreditation is also eligible for the District's certification assistance program and requires continuing education as part of the renewal process. Additionally, the Accounting department routinely attends the annual California Society of Municipal Finance Officers (CSMFO) conference.

The Engineering Department supports employees earning their Professional Engineering License (PE). Additionally, employees in the department are members of the American Society of Civil Engineers (ASCE) and the American Water Works Association (AWWA). Department employees participate in continuing education through meetings, licensure activities, and additional licenses specific to the nature of the work.

The Human Resources and Information Technology Departments continue professional education through industry-specific webinars, workshops, and conferences. Additionally, both incumbents possess and maintain industry-specific certifications which require continuing education.

### **Employee Assistance Program (EAP) Webinars**

Human Resources offers optional webinars on a semi-monthly basis sponsored by the District's Employee Assistance Program (EAP). Previous topics include Managing Priorities to Maximize Your Day, Business Etiquette, Financial Fitness, Investment Basics, Getting Organized, Overcoming Burnout, and Reinventing Retirement. All new employees also receive an orientation for the EAP program which reviews the services available to employees.

*Prepared by Sabrina Foley, Human Resources Coordinator, August 4, 2021*