



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, November 15, 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 – NOVEMBER 15, 2021

Call to Order: Chair Covington

Teleconference Verification

Roll Call

	John Covington
	Andy Ramirez

	David Hoffman (alternate)
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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. October 18, 2021 (pages 4 - 8)

ACTION ITEMS

3. **Report from Human Resources Department** (pages 9 - 10)

4. **Update on the Status of the Memorandum of Understanding (MOU) with the Employee Association** (pages 11 - 30)

5. **Report / Update from BCVWD Employees Association** (no Staff Report)

6. **Policies and Procedures Manual updates / revisions** (pages 31 - 40)
 - a. Policy 3020 Health and Welfare Benefits
 - b. Policy 3025 Pay Periods
 - c. Policy 3030 Gift Acceptance Guidelines
 - d. Policy 3035 Outside Employment

7. **Update on Policy 3205 Substance Abuse** (no Staff Report)

8. **Action List for Future Meetings**
 - *Employee Association topics*
 - *Policy manual updates*

9. **Next Meeting Date: December 20, 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.

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 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, October 18, 2021 at 5:30 p.m.

***Meeting held via teleconference pursuant to
California Government Code Section 54950 et. seq. and
BCVWD Resolution 2021-16***

CALL TO ORDER

Director Ramirez called the meeting to order at 5:35 p.m.

Announcement of Teleconference Participation

Director of Finance and Administrative Services Kirene Manini, PhD, clarified that this meeting is conducted pursuant to BCVWD Resolution 2021-16.

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.

Attendance

<i>Directors present:</i>	<i>Hoffman, Ramirez</i>
<i>Directors absent:</i>	<i>Covington</i>
<i>Staff present:</i>	<i>General Manager Dan Jagers Director of Finance and Administrative Services Kirene Manini, PhD Human Resources Coordinator Sabrina Foley Administrative Assistant Cenica Smith</i>
<i>BCVWD Employee Association reps:</i>	<i>Erica Gonzales</i>

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

PUBLIC INPUT: *None.*

ACTION ITEMS

1. Adjustments to the Agenda: None.
2. Approval of the September 20, 2021 Meeting minutes

The Committee accepted the minutes of the September 20, 2021 Personnel Committee meeting by unanimous roll-call vote.

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

3. Report from Human Resources Department

Human Resources Coordinator Sabrina Foley presented the report. There were several new hires including Director of Finance and Administrative Services Kirene Manini, PhD, and Administrative Assistant Cenica Smith.

She reviewed communications and noted that BCVWD was featured by the Association of California Water Agencies Joint Powers Insurance Authority for the award of Great Place to Work.

Foley also briefed the Committee on recent legislation. Director Hoffman commented on AB 1003.

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

Mr. Jagers indicated that the employees' points of negotiation are understood and have been communicated to District staff.

The classification study and compensation studies are moving forward, he said. The consultant, Koff and Associates, has changed its name to Gallagher. The bulk of the pre-bargaining analysis has been presented to the Board, Jagers indicated. There will be another closed session with the Board, and staff is examining financial conditions in relation to recommendations from Koff (Gallagher), he noted.

Ms. Foley added that preliminary recommendations have been received and draft job descriptions are underway. Dr. Manini noted that four or five job classifications have been received and are under review.

Mr. Jagers explained that once recommendations are made, spreadsheets have been created to facilitate quick analysis.

Ms. Erica Gonzales offered comment on the studies.

In response to Director Ramirez, Mr. Jagers indicated there are recommendations for four to six positions that were discussed at the last meeting, but nothing further at this point.

5. Report / Update from BCVWD Employees Association

Ms. Erica Gonzales reported that staff is waiting on the studies.

6. Review of District Organizational Chart in preparation for FY 2022 Budget

Human Resources Coordinator Sabrina Foley reminded the Committee of the request to review the Organizational Chart prior to the budget presentation. She noted the presentation of preliminary staffing concepts and changes for discussion at the last meeting. Staff analyzed department needs and made those recommendations to the General Manager, who considered and evaluated the requests based on the needs of the District as a whole, she continued.

Foley presented the current organizational chart and proposed chart based on the needs discussed at the September meeting. This does not include anything coming from the classification and compensation studies, and represents staffing levels rather than title changes, she clarified. Dr. Manini added detail on staffing and General Manager Jagers pointed to some career ladder activities and detailed the budgeted and non-budgeted positions.

Jagers responded to questions from Director Ramirez and explained the focus on career ladder rather than adding staff. The goal is to have this discussion now rather than as the Board is determining the budget, Jagers stated. Ramirez requested the engineering positions be brought back to the Committee with Koff recommendations. Director Hoffman noted that options are still being explored and will come back, so a decision is not needed at this point, but discussion should continue.

Director Ramirez questioned positions in Accounting, and Mr. Jagers explained discrepancies between the proposed organizational chart and the classification plan.

Director Ramirez noted the elimination of the Assistant Director of Operations and asked about career ladder opportunities. Mr. Jagers explained the placeholder and that the career ladder has been exercised, and assured the Committee that the structure to promote is in place on a five-year horizon.

Director Ramirez expressed concern about the engineering positions.

7. Discussion of Management Employee Group, Confidential Employee Group

General Manager Jagers advised that a member of the confidential management group indicated need for understanding and an approach to moving forward in negotiations. There are contracts with certain individuals but there is not a baseline starting point for the District's approach to staff groups, he said. This is the opening dialogue, Jagers stated.

Director Ramirez recalled that the management contracts were revised a few years ago, and asked about concerns or special requests.

Mr. Jagers indicated that there are a few contracts ripe for update. The desire is to maintain a consistent approach and avoid potential favoritism. At a previous Personnel Committee meeting discussion it was indicated that these contracts should be negotiated individually, Jagers pointed out.

Director Ramirez asked if any specific requests were made; Jagers said management-level benefits were broached. Ramirez directed staff to bring this back for the next meeting with focus on the request in order to avoid rabbit holes.

In response to Director Hoffman, Mr. Jagers indicated that the requestor had spoken to at least one other individual in their category, but at the moment is not representing any other employee. As far as the District's obligation to respond, Jagers said, at some point the contracts will need to be updated with consistency across the board.

8. 2022 Operating Budget Update and Timeline

Ms. Foley explained this is an ongoing item to review the status of the budget. Dr. Manini reviewed the budget timeline and noted the addition of the Nov. 22 special meeting of the Finance & Audit Committee.

9. 2021 YTD Summary of District Safety

Mr. Jagers reminded the Committee about the request for a safety update and introduced the informational report.

Director Ramirez said he appreciated the report and continued progress. He noted that communication is infiltrating to the staff level.

Director Hoffman pointed to worker's compensation injuries and asked if four injuries in one year is typical. Ms. Foley indicated a more detailed report would be available at the end of the year, and these cases are still open. In comparison with water districts of similar size, BCVWD does well, she said.

Ms. Foley advised that she has a meeting with the ACWA JPIA risk manager tomorrow. She assured that staff is always looking toward prevention and identifying patterns. Director Hoffman inquired about any action to be taken to prevent similar occurrences; not with these items, Foley responded. She assured that every injury and every near miss is examined.

10. 2021 Summary of District Professional Development

General Manager Jagers reviewed the report and noted that various trainings (mandatory and non-mandatory) are ongoing and moving forward.

Director Ramirez inquired about maintenance of water certifications. Mr. Jagers advised that the situation with COVID-19 is making it difficult to obtain certifications. The District is working with the classification study consultant to understand the levels of certification required for the jobs that are actually being performed. There has been difficulty with attracting staff at certain levels of certification and those are appropriate to title and description, Jagers said. The District is working to assure compliance with certification levels, he assured. Ms. Foley explained the testing backlog at the state level.

Director Hoffman asked about test detail. Ms. Foley indicated it is now a proctored online test, there are no in-person tests.

Director Ramirez requested a tracking and update for 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, November 15, 2021 at 5:30 p.m.

ADJOURNMENT: 6:59 p.m.

Attest:

DRAFT UNTIL APPROVED

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

DRAFT



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
November 15, 2021**

Item 3

HUMAN RESOURCES REPORT

TO: Board of Directors Personnel Committee
FROM: Sabrina Foley, Human Resources Coordinator
SUBJECT: Human Resources Department Report for the Period of October 12, 2021 – November 8, 2021

Personnel

Total Current Employees (Excluding Board Members)	41
Part Time	3
Temporary	1
Interns	0
Separations	1
Retiring Employees	0

New Hires

Effective 11/8/2021, the District hired a Maintenance Utility Worker and a Water Utility Person I.

Anniversaries*

Employee Name	Job Title	Years of Service
Joseph Reichenberger	District Engineer	15
Edmund Clark	Water Utility Person II	1
Jeremy McCarty	Water Utility Person III	1

**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

10/18/2021: HR shared a staffing announcement.

10/25/2021: HR sent a reminder email regarding CPS, AED, and First Aid training to all staff.



10/26/2021: HR sent a publication from the Employee Assistance Program (EAP) regarding an enhancement to benefits coming in 2022 for emotional well-being resources.

10/27/2021: HR announced a job opening for the Director of Engineering position.

11/1/2021: HR published the November EAP flyer.

11/1/2021: HR shared information about Native American Heritage Month.

11/3/2021: HR shared a press release from the Riverside County Department of Health regarding the COVID-19 Vaccine Booster.

Pending Legislation

The 2021 California legislative session has concluded.

Prepared by Sabrina Foley, Human Resources Coordinator



**Beaumont-Cherry Valley Water District
Personnel Committee
November 15, 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

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:

Project Name	Current Status Description	Next Step(s)
Classification Study	Consultant is submitting job description drafts for management review. Consultant has submitted a preliminary allocation which was approved by the General Manager.	Management will review drafted job descriptions and Human Resources will facilitate the feedback process with the consultant. Final results of the recommended job titles 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 anticipating the results of the Classification and Compensation study projects. Human Resources is preparing a “red-lined” version of the MOU based on prior negotiation meetings.	Once a tentative agreement is reached, a drafted MOU will be presented to the Board for consideration.
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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. (In progress)

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

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 1st 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 1st Day of January, 2018 and shall remain in full force and effective the 31st 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
November 15, 2021**

Item 6

STAFF REPORT

TO: Personnel Committee of the Board of Directors
FROM: Sabrina Foley, Human Resources Coordinator
SUBJECT: Policies and Procedures Manual Updates/Revisions

Staff Recommendation

Recommend the updated policies to the Board of Directors for adoption, or provide direction regarding edits to the proposed policies.

Background

At the July 23, 2018 Personnel Committee Meeting, Committee members directed staff to review, revise and update the District's Policies and Procedures. The project has been addressed by staff in sections. At the July 27, 2020 meeting, an overview of the proposed changes to the organization of the document was presented, and the Committee requested "redlined" versions of changes in order to thoroughly review each item. Policy Approval Tracking (**Attachment 1**) is provided as an overview of the project thus far.

Summary

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

Revised polices are drafted using the APA (American Psychological Association) Style for writing style and grammar. The APA style emphasizes continuity, flow, conciseness, bias-free language, and clarity. These objectives parallel the District's goals for transparency in our public documents and promote clear and enforceable policies.

The proposed policies are presented side-by-side with the current versions, with redline edits shown for clarity (**Attachments 2-9**). The drafted policies have been reviewed and recommended by the District's legal counsel.



Summary Table

<p>Policy 3020 Health and Welfare Benefits</p>	<ul style="list-style-type: none"> • Legal counsel advised contacting CalPERS to determine whether medical insurance covered dependent daughter maternity benefits. CalPERS confirmed that this benefit is covered. • Proposed language defining how annual salary is calculated for life insurance. • Proposed language adding AD&D benefit to policy. • Proposed language adding EAP benefit to policy. • Proposed language adding Dental benefit to policy. • Proposed language adding Vision benefit to policy. • Would the Committee like to propose any additional changes, or table revisions to this policy until after MOU negotiations have concluded?
<p>Policy 3025 Pay Periods</p>	<ul style="list-style-type: none"> • Proposed language revises the policy to match actual payroll practice as dictated by District's payroll software. • Proposed additional language matches language in existing MOU defining the workweek and matches existing payroll practice.
<p>Policy 3030 Gift Acceptance Guidelines</p>	<ul style="list-style-type: none"> • Minor edit to conform with updated conventions. • Would the Committee like to propose any change to the amount? This amount has implications for free gifts from conferences, such as reference books, sample products for testing, etc.
<p>Policy 3035 Outside Employment</p>	<ul style="list-style-type: none"> • Proposed language at the recommendation of legal counsel (section 3035.1.4 and section 3035.2). • Disclosure section added at the recommendation of District HR department. Would the Committee like to require employees to disclose outside employment, or encourage it?

Fiscal Impact: None.

Attachments

1. Policy Approval Tracking
2. Proposed Policy 3020, Health and Welfare Benefits
3. Existing Policy #12, Health and Welfare Benefits
4. Proposed Policy 3025, Pay Periods
5. Existing Policy #13, Pay Periods
6. Proposed Policy 3030, Gift Acceptance Guidelines
7. Existing Policy #14, Gift Acceptance Guidelines
8. Proposed Policy 3035, Outside Employment
9. Existing Policy #15, Outside Employment

Staff Report prepared by Sabrina Foley, Human Resources Coordinator

Policy Approval Tracking
BCVWD Policies and Procedures Manual Project

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Responsible Staff	Approved by Legal Counsel	Presented to Personnel Committee	Provisionally Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date	Resolution Number
1	1000	General	Definitions	Yes	Human Resources	2/16/2021	2/22/2021	2/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
			<i>Definitions</i>	<i>Additional Edits</i>	<i>Human Resources</i>	<i>6/28/2021</i>	<i>7/19/2021</i>	<i>7/20/2021</i>	<i>10/13/2021</i>	<i>10/13/2021</i>	<i>10/13/2021</i>	<i>21-017</i>
2	1005	General	Contractual Provisions	Yes	Human Resources	2/16/2021	2/22/2021	2/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
N/A	1010	General	Policy Manual	Yes	Human Resources	2/16/2021	2/22/2021	2/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
3	2000	Administration	Equal Opportunity	Yes	Human Resources	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
4	2005	Administration	Affirmative Action	Yes	Human Resources	Recommend to Remove	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
5	2010	Administration	Access to Personnel Records	Yes	Human Resources	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
6	2015	Administration	Harassment	Yes	Human Resources	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
7	2020	Administration	Sexual Harassment	Yes	Human Resources	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
N/A	2025	Administration	Whistleblower Protection	Yes	Human Resources	3/15/2021	3/22/2021	3/22/2021	4/14/2021	4/14/2021	4/14/2021	21-006
8	3000	Personnel	Employee Status	Yes	Human Resources	4/12/2021	7/19/2021	7/20/2021	10/13/2021	10/13/2021	10/13/2021	21-017
			Employee Information and Emergency Data	Yes	Human Resources	4/12/2021	6/21/2021	6/21/2021	10/13/2021	10/13/2021	10/13/2021	21-017
N/A	3002	Personnel	Employee Groups	Yes	Human Resources	4/12/2021	5/17/2021	5/17/2021	10/13/2021	10/13/2021	10/13/2021	21-017
9	3005	Personnel	Compensation	Yes	Human Resources	7/13/2021	7/19/2021	7/20/2021	10/13/2021	10/13/2021	10/13/2021	21-017
			Prevailing Wage-Public Works Contractor-Employee Relations	Yes	Human Resources	7/13/2021	9/20/2021	9/20/2021	10/13/2021	10/13/2021	10/13/2021	21-017
N/A	3006	Personnel		Yes	Human Resources	7/13/2021	9/20/2021	9/20/2021	10/13/2021	10/13/2021	10/13/2021	21-017
10 & 49	3010	Personnel	Employee Performance Evaluation	Yes	Human Resources	7/13/2021	9/20/2021	9/20/2021	10/13/2021	10/13/2021	10/13/2021	21-017
			Performance Evaluation-General Manager	Yes	Human Resources	8/3/2021	9/20/2021	9/20/2021	10/13/2021	10/13/2021	10/13/2021	21-017
11	3015	Personnel	Health and Welfare Benefits	Yes	Human Resources	10/12/2021	11/15/2021					
12	3020	Personnel	Pay Periods	Yes	Human Resources	10/12/2021	11/15/2021					
13	3025	Personnel	Gift Acceptance Guidelines	Yes	Human Resources	10/12/2021	11/15/2021					
14	3030	Personnel	Outside Employment	Yes	Human Resources	10/12/2021	11/15/2021					
15	3035	Personnel	Letters of Recommendation	Yes	Human Resources							
16	3040	Personnel	Executive Officer	Yes	Human Resources							
17	3045	Personnel	Volunteer Personnel Workers' Compensation Insurance	Yes	Human Resources							
18	3050	Personnel	Work Hours, Overtime, and Standby Program	Yes	Human Resources							
19	3055	Personnel	Continuity of Service	Yes	Human Resources							
20	3060	Personnel		Yes	Human Resources							
20 (incorrect numbering)	3065	Personnel	Reduction in Force	Yes	Human Resources							
	3070	Personnel	Holidays	Yes	Human Resources							
	3075	Personnel	Vacation	Yes	Human Resources							
			Pre-Employment Physical Examination	Yes	Human Resources							
23	3080	Personnel	Sick Leave	Yes	Human Resources							
24	3085	Personnel	Family and Medical Leave	Yes	Human Resources							
25	3090	Personnel	Pregnancy Disability Leave	Yes	Human Resources							
26	3095	Personnel	Lactation Accommodation	No	Human Resources							
N/A	3096	Personnel	Bereavement Leave	Yes	Human Resources							
27	3100	Personnel	Personal Leave of Absence	Yes	Human Resources							
28	3105	Personnel	Jury and Witness Duty	Yes	Human Resources							
29	3110	Personnel	Leave for Crime Victims and Family Members	No	Human Resources							
N/A	3111	Personnel	Return to Work Policy	Yes	Human Resources							
30	3115	Personnel	Occupational Injury and Illness Prevention Program	Yes	Human Resources							
31	3120	Personnel	Infectious Disease Control	Yes	Human Resources							
N/A	3121	Personnel	Workplace Violence	Yes	Human Resources							
N/A	3122	Personnel	Theft	No	Human Resources							
N/A	3123	Personnel										
32	3125	Personnel	Uniforms and Protective Clothing	Yes	Human Resources							
33	3130	Personnel	Conferences	Yes	Human Resources							
			Occupational Certification Assistance	Yes	Human Resources							
34	3135	Personnel	Respiratory Protection Program	Yes	Human Resources							
35	3140	Personnel										
36	3145	Personnel	Driver Training and Record Review	Yes	Human Resources							
37	3150	Personnel	District Vehicle Usage	Yes	Human Resources							
38	3151	Personnel	Personal Vehicle Usage		Human Resources							
			HIPAA Compliance and Security Officer	Yes	Human Resources							
39	3160	Personnel	Tobacco Use	Yes	Human Resources							
40	3165	Personnel	Smoke Free Workplace	Yes	Human Resources							
41	3170	Personnel	Disciplinary Action or Terminations	Yes	Human Resources							
42	3175	Personnel		Yes	Human Resources							

Policy Approval Tracking
BCVWD Policies and Procedures Manual Project

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Responsible Staff	Approved by Legal Counsel	Presented to Personnel Committee	Provisionally Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date	Resolution Number
43	3180	Personnel	Nepotism-Employment of Relatives	Yes	Human Resources							
44	3185	Personnel	Confidentiality Regarding Resignations	Yes	Human Resources							
45	3190	Personnel	Internet, E-Mail, and Electronic Communication Ethics, Usage and Security	Yes	Information Technology							
N/A	3191	Personnel	Electronic Signature Policy	No	Information Technology							
46	3195	Personnel	Cellular Telephone Usage	Yes	Information Technology							
47	3200	Personnel	Greivance Procedures	Yes	Human Resources							
48	3205	Personnel	Substance Abuse (In Conformance with Department of Transportation Guidelines)	Needs Edits	Human Resources							
N/A	3206	Personnel	FMCSA Clearinghouse Registration	No	Human Resources							
50	3215	Personnel	Personnel Action Form (PAF)	Yes	Human Resources							
51	3220	Personnel	Recruitment, Selection and Onboarding	Yes	Human Resources							
N/A	3225	Personnel	Employee Leave Donation Program and Policy	Yes	Human Resources							
N/A	3230	Personnel	Workers' Compensation	Yes	Human Resources							
N/A	3231	Personnel	Accommodations for Disability	No	Human Resources							
N/A	3235	Personnel	Military Leave	Yes	Human Resources							
N/A	3240	Personnel	Dress Code and Personal Standards	Yes	Human Resources							
N/A	3245	Personnel	Non-Solicitation and Political Speech	No	Human Resources							
N/A	3250	Personnel	Telecommuting	No	Human Resources							
N/A	3255	Personnel	Time off for School Activities	No	Human Resources							
N/A	3260	Personnel	Time off to Vote	No	Human Resources							
1	4005	Board of Directors	Basis of Authority	Yes	HR/Administration							
2	4010	Board of Directors	Members of the Board of Directors	Yes	HR/Administration							
3	4015	Board of Directors	Committees of the Board of Directors	Yes	HR/Administration							
4	4020	Board of Directors	Board President	Yes	HR/Administration							
5	4025	Board of Directors	Board Meetings	Yes	HR/Administration							
6	4030	Board of Directors	Board Meeting Agendas	Yes	HR/Administration							
7	4035	Board of Directors	Board Meeting Conduct	Yes	HR/Administration							
8	4040	Board of Directors	Board Actions and Decisions	Yes	HR/Administration							
9	4045	Board of Directors	Attendance at Meetings	Yes	HR/Administration							
10	4050	Board of Directors	Minutes of Board Meetings	Yes	HR/Administration							
11	4055	Board of Directors	Rules of Order for Board and Committee Meetings	Yes	HR/Administration							
12	4060	Board of Directors	Training, Education and Conferences	Yes	HR/Administration	6/30/2021	N/A	Directed to Full Board	7/14/2021	7/14/2021	7/14/2021	2021-12
13 & 16	4065	Board of Directors	Remuneration, Director Per Diem Fees	Yes	HR/Administration	6/30/2021	N/A	Directed to Full Board	7/14/2021	Revisions Requested on 7/14/2021	7/14/2021	2021-12
14	4070	Board of Directors	Payment of Expenses Incurred on District Business	Yes	HR/Administration							
15	4075	Board of Directors	Expenditure Reimbursement	Yes	HR/Administration							
17	4080	Board of Directors	Membership in Associations	Yes	HR/Administration							
18	4085	Board of Directors	Ethics Training	Yes	HR/Administration							
N/A	4086	Board of Directors	Anti-Harassment Training	No	HR/Administration							
19	4090	Board of Directors	Code of Ethics	Yes	HR/Administration							
20	4095	Board of Directors	Ethics Policy	Yes	HR/Administration							
N/A	4100	Board of Directors	Electronic Communications and Data Devices at Dais	Yes	HR/Administration	6/28/2021	N/A	Directed to Full Board	7/14/2021	7/14/2021	7/14/2021	2021-11
1	5005	Operations	Emergency Preparedness	Yes	Human Resources							
2	5010	Operations	Emergency Response Guideline for Hostile or Violent Incidents	Yes	Human Resources							
3	5015	Operations	Computer and Business Continuity Security	Yes	Information Technology							
4	5020	Operations	Environmental Health and Safety Compliance Program	Yes	HR/Operations							
5	5025	Operations	Illness and Injury Prevention Program	Yes	HR/Operations							
6	5030	Operations	Budget Preparation	Yes	Finance							

Policy Approval Tracking
BCVWD Policies and Procedures Manual Project

Policy Number	New Policy Number	Section	Policy Name	Drafted by BCVWD Staff	Responsible Staff	Approved by Legal Counsel	Presented to Personnel Committee	Provisionally Approved by Personnel Committee	Presented to Board of Directors	Approved by Board of Directors	Adoption Date	Resolution Number
7	5035	Operations	Fixed-Asset Accounting Control	Yes	Finance							
8	5040	Operations	Fixed-Asset Capitalization	Yes	Finance							
9	5045	Operations	Investment of District Funds	Yes	Finance							
10	5050	Operations	Customer Payment Arrangements	Yes	Finance/Customer Service							
11	5055	Operations	Employment of Consultants and Professional Services	Yes	Finance/HR							
12	5060	Operations	Employment of Outside Contractors	Yes	Finance/Administration							
13	5065	Operations	Easement Abandonment	Yes	Administration							
14	5066	Operations	Easement Acceptance	No	Administration							
15	5070	Operations	Encroachment Permits	Yes	Administration							
16	5075	Operations	Credit Card Usage	Yes	Finance							
17	5080	Operations	Purchasing	Yes	Finance							
N/A	5081	Operations	Contract Review Policy	No	Finance/Administration							
18	5085	Operations	Disposal of Surplus Property or Equipment	Yes	Finance							
19	5090	Operations	Records Retention	Yes	Administration							
N/A	5095	Operations	District Residences and Facility Emergency Policy	Yes	HR/Administration	7/21/2020	6/21/2021	Requested edits, sent to Board for review	Requested Edits 10/13/2021			
N/A	5100	Operations	Press Relations and Social Media	No	Administration							
1	6005	Miscellaneous	Purpose of Board Policies	Yes	Human Resources							
2	6010	Miscellaneous	Adoption, Amendment of Policies	Yes	Human Resources							
3	6015	Miscellaneous	Public Complaints	Yes	Human Resources							
4	6020	Miscellaneous	Claims Against the District	Yes	Human Resources							
5	6025	Miscellaneous	Copying Public Documents	Yes	HR/Administration							
6	6030	Miscellaneous	District Standards for the Furnishing of Materials	Yes	HR/Administration							
7	6035	Miscellaneous	Environmental Review Guidelines	Yes	Engineering							
8	6040	Miscellaneous	Annexation	No	Engineering							
9	6045	Miscellaneous	Construction Requirements	No	Engineering							
N/A	7000	Information Technology	Acceptable Use	Yes	Information Technology							
N/A	7005	Information Technology	Accessibility	Yes	Information Technology							
N/A	7010	Information Technology	Electronic Communications	Yes	Information Technology							
N/A	7015	Information Technology	Passwords	Yes	Information Technology							
N/A	7020	Information Technology	Remote Access/VPN	Yes	Information Technology							
N/A	7025	Information Technology	Datacenter Physical Security	Yes	Information Technology							
N/A	7030	Information Technology	Wireless Communications	Yes	Information Technology							
N/A	7035	Information Technology	Mobile Device Security	Yes	Information Technology							
N/A	7040	Information Technology	Internet Use	Yes	Information Technology							
N/A	7045	Information Technology	Information Systems Backup & Data Retention	Yes	Information Technology							
N/A	7050	Information Technology	Personally Identifiable Information	Yes	Information Technology							
N/A	7055	Information Technology	Drones Use	No	Information Technology							
N/A	7060	Information Technology	Security and Technology Access for Independent Contractors	No	Information Technology							

Proposed Policy

Original Policy

BEAUMONT-CHERRY VALLEY WATER DISTRICT

PERSONNEL

POLICY TITLE: HEALTH AND WELFARE BENEFITS
POLICY NUMBER: 3020

3020.1 **Health Insurance.** The District will provide regular full-time employees health insurance coverage through the Public Employees Retirement System (CalPERS) for all eligible employees and their eligible dependents. ~~Insurance will cover maternity for employee and spouse only.~~

3020.2 **State Disability Insurance.** Employees shall pay the cost of the premiums associated with State Disability Insurance.

3020.3 **Life Insurance.** Life Insurance shall be provided at the regular employee's current regular rate of pay, at the time of death, equal to one year's salary. ~~For hourly (non-exempt) employees, a year's salary is equal to 2,080 hours, and rounded up to the nearest \$1,000.~~

~~3020.4 **Accidental Death and Dismemberment Insurance.** Accidental Death and Dismemberment Insurance (AD&D Insurance) shall be provided at the regular employee's current regular rate of pay, at the time of the eligible incident, equal to one year's salary. For hourly (non-exempt) employees, a year's salary is equal to 2,080 hours.~~

~~3020.5 **Employee Assistance Program.** The Employee Assistance Program (EAP) is provided to all regular, part-time, and temporary employees.~~

~~3020.6 **Dental Benefits.** Dental benefits are available to all regular and part-time employees at their own option and cost.~~

~~3020.7 **Vision Benefits.** Vision benefits are available to all regular and part-time employees at their own option and cost.~~

11. PERFORMANCE EVALUATION—GENERAL MANAGER

- A. The General Manager of the District is retained and serves at the will of the Board of Directors. The Board of Directors shall review the performance of the General Manager after the initial six (6) months of service after appointment and then annually thereafter, using a process that provides for discussion and encourages feedback in the development of goals and the performance evaluation.
- B. **Occurrence.** The performance evaluations should occur in closed session annually during the first Board of Directors meeting of the month in which the evaluation is due, or on another date mutually acceptable to the Board of Directors and the General Manager. The District Secretary shall maintain a notification system that tracks the date when the evaluation is due to ensure the Board agenda is properly noticed and to provide adequate advance notice to the Board and the General Manager.
- C. **Evaluation Form.** The Board of Directors will agree upon an evaluation format to be utilized by the Board prior to the formal performance review session. Board of Directors shall be encouraged to prepare input prior to the formal review.
- D. **Evaluation.** During the scheduled closed session(s), the Board should meet as a group with the General Manager to discuss the components of the performance evaluation and receive feedback from the General Manager relative to the Board's assessment. If requested by the Board, the District's Legal Counsel may attend the evaluation closed session.
- E. **Goals and Objectives.** The Board of Directors and General Manager should jointly develop mutually agreed upon written goals and objectives for the subsequent evaluation period.
- F. **Compensation Award.** Any decision on a compensation award shall be made at a public meeting following the closed session evaluation meeting.

12. HEALTH AND WELFARE BENEFITS

- A. **Insurance.** The District will provide regular full time employees health insurance coverage through the Public Employees Retirement System (PERS) for all eligible employees and their eligible dependents. Insurance will cover maternity for employee and spouse only.
- B. **State Disability Insurance.** Employees shall pay the cost of the premiums associated with State Disability Insurance.

Adopted by Resolution 21-XX, Date

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

13. PAY PERIODS

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

14. GIFT ACCEPTANCE GUIDELINES

- A. Policy. An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits of or greater than a \$25 value.

15. OUTSIDE EMPLOYMENT

- A. No District employee shall be permitted to accept employment in addition to or outside of District service if:
 - i. The additional or outside employment leads to a conflict or potential conflict of interest for said employee;
 - ii. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
 - iii. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.
- B. **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles or other District resources in connection with said employment.

16. LETTERS OF RECOMMENDATION

- A. Requests. The General Manager shall process all requests for references and letters of recommendation.

Proposed Policy

BEAUMONT-CHERRY VALLEY WATER DISTRICT

PERSONNEL

POLICY TITLE: PAY PERIODS
POLICY NUMBER: 3025

3025.1 The pay period shall commence on Sunday at 12:00~~4~~ A.M. and continue until 11:59 P.M. ~~12:00 Mid-~~
~~night~~ the second Saturday following. Payday shall occur on the Thursday following the end of the pay period.

3025.2 The work week shall consist of 168 consecutive hours beginning on Sunday at 12:00 A.M. and ending the following Saturday at 11:59 P.M.

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

13. PAY PERIODS

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

14. GIFT ACCEPTANCE GUIDELINES

A. Policy. An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits of or greater than a \$25 value.

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- A. No District employee shall be permitted to accept employment in addition to or outside of District service if:
- i. The additional or outside employment leads to a conflict or potential conflict of interest for said employee;
 - ii. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
 - iii. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.
- B. **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles or other District resources in connection with said employment.

16. LETTERS OF RECOMMENDATION

A. Requests. The General Manager shall process all requests for references and letters of recommendation.

Adopted by Resolution 21-XX, Date

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Proposed Policy

Original Policy

BEAUMONT-CHERRY VALLEY WATER DISTRICT

PERSONNEL

POLICY TITLE: GIFT ACCEPTANCE GUIDELINES
POLICY NUMBER: 3030

3030.1 An employee or ~~their~~his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits of greater than a \$25 value.

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

13. PAY PERIODS

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

14. GIFT ACCEPTANCE GUIDELINES

A. Policy. An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits of or greater than a \$25 value.

15. OUTSIDE EMPLOYMENT

- A. No District employee shall be permitted to accept employment in addition to or outside of District service if:
- i. The additional or outside employment leads to a conflict or potential conflict of interest for said employee;
 - ii. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
 - iii. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.
- B. **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles or other District resources in connection with said employment.

16. LETTERS OF RECOMMENDATION

A. Requests. The General Manager shall process all requests for references and letters of recommendation.

Adopted by Resolution 21-XX, Date

Proposed Policy

Original Policy

BEAUMONT-CHERRY VALLEY WATER DISTRICT

PERSONNEL

POLICY TITLE: OUTSIDE EMPLOYMENT
POLICY NUMBER: 3035

3035.1 No District employee shall be permitted to accept employment in addition to or outside of District service if:

1. The additional or outside employment leads to a conflict or potential conflict of interest for said employee;
2. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; ~~or~~;
3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service; or
4. The additional or outside employment adversely affects the employee's performance of their job for the District, including by causing absenteeism, tardiness, or less attention paid to District-related responsibilities.

3035.2 **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles, technology, electronic resources such as e-mail or District servers, or other District resources in connection with said employment.

3035.3 **Disclosure.** Employees are encouraged to disclose outside employment to their supervisor in order to prevent a potential conflict of interest.

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

13. PAY PERIODS

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

14. GIFT ACCEPTANCE GUIDELINES

A. Policy. An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits of or greater than a \$25 value.

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- i. The additional or outside employment leads to a conflict or potential conflict of interest for said employee;
- ii. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
- iii. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

B. **District Resources.** An employee who does have additional or outside employment shall not be permitted to use District assets including records, materials, equipment, facilities, vehicles or other District resources in connection with said employment.

16. LETTERS OF RECOMMENDATION

A. Requests. The General Manager shall process all requests for references and letters of recommendation.

Adopted by Resolution 21-XX, Date

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