



**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 2022-02*

**Tuesday, February 15, 2022 - 5:30 p.m.**  
**THIS MEETING WILL BE HELD BY TELECONFERENCE ONLY**

**COVID-19 NOTICE**  
**This meeting of the Personnel  
Committee will be held via  
teleconference only  
due to the spread of COVID-19.**

**TELECONFERENCE NOTICE**

*The Members of the Personnel Committee will attend only 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 – FEBRUARY 15, 2022

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**Call to Order: Member Ramirez**

**Teleconference Verification**

**Roll Call**

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

	<b>David Hoffman (alternate)</b>
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**Public Comment**

**PUBLIC COMMENT: RAISE HAND OR PRESS \*9 to request to speak when prompted.** At this time, any person may address the Personnel Committee on matters within its jurisdiction which are not on the agenda. However, non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting. **Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

1. **Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda
  
2. **Acceptance of Personnel Committee Meeting minutes:**
  - a. December 20, 2021 (pages 4 - 8)

### **ACTION ITEMS**

3. **Report from Human Resources Department** (pages 9 - 11)
4. **Update on the Status of the Memorandum of Understanding (MOU) with the Employee Association** (pages 12 - 31)
5. **Report / Update from BCVWD Employees Association** (no staff report)
6. **Annual Report: 2021 Performance Evaluation Compliance**  
(pages 32 - 33)
7. **Action List for Future Meetings**
  - *Employee Association topics*
  - *Policy manual updates*

- *Standardized employment contracts*

**8. Next Meeting Date: March 15, 2022**

- Policy/Procedure Revisions for review in March:
  - Policy 1010 Policy Manual
  - Policy 3030 Gift Acceptance Guidelines
  - Policy 3035 Outside Employment
  - Policy 3205 Substance Abuse (in conformance with Department of Transportation Guidelines)
  - Policy 3206 Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse Registration
  - Policy 5100 Press Relations and Social Media
- Review Policy Manual Project Priorities

**Adjournment**

**AVAILABILITY OF AGENDA MATERIALS** - NOTICE: The BCVWD District Office is currently closed to the public due to the spread of COVID-19. 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 via the District website: [www.bcvwd.org](http://www.bcvwd.org).

**REVISIONS TO THE AGENDA** - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Regular Meeting Agenda may be made up to 72 hours before the Committee Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 24 hours prior to the Committee Meeting. Due to the spread of COVID-19, the office is currently closed. Please phone the Administrative Assistant to arrange for pick up of a copy of the agenda packet.

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

**CERTIFICATION OF POSTING**

A copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54956(a)).



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

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

***Meeting held via teleconference pursuant to  
California Government Code Section 54950 et. seq. and  
BCVWD Resolution 2021-23***

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**CALL TO ORDER**

*Director Covington called the meeting to order at 5:45 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 2021-23.

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>Covington, Ramirez</i>
<i>Directors absent:</i>	<i>None</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 Director of Information Technology Robert Rasha</i>
<i>BCVWD Employee Association reps:</i>	<i>Julian Herrera Dustin Smith Erica Gonzales</i>

**PUBLIC INPUT:** *None.*

**ACTION ITEMS**

1. Adjustments to the Agenda: None.
2. Acceptance of the November 15, 2021 Meeting minutes

*The Committee accepted the minutes of the November 15, 2021 Personnel Committee meeting by consensus.*

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

Human Resources Coordinator Sabrina Foley presented the report.

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

Human Resources Coordinator Sabrina Foley advised that the initial job descriptions for the classification study have been reviewed by management and job titles have been recommended to the Board. If the classification study and the compensation study move forward, employees will be given the opportunity to review the draft job descriptions and provide feedback.

Dr. Manini reported that preliminary financial information has been received for the compensation study.

Pre-bargaining analysis has been concluded, Foley continued, and bargaining is ongoing. She pointed to an updated tentative calendar of events with proposed special Board meetings in January and February for the Koff and Associates (Koff) presentation, budget amendment, and adoption of a new MOU. In response to Covington, Dr. Manini noted that this is subject to results from Koff.

Director Covington noted that any recommended changes to the MOU should be presented in redline. He requested that the draft Koff studies be provided to directors ahead of the meeting.

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

Mr. Julian Herrera reminded that the vacation policy on rollover hours was changed in 2019, and advised the policy language did not get correctly transferred into the MOU. Employees were unable to roll over vacation hours – it had to be used, or cashed out, he noted.

Director Covington opined that policy as adopted by the Board trumps the MOU language. He pointed out the accrual caps.

Ms. Foley pointed out that upon examination of the meeting minutes, it was clear the intention of the policy was one thing, but interpretation hinges on one word: accrual rather than rollover. She suggested prioritizing revision of the vacation policy to match the intention.

Mr. Jagers indicated this would be investigated and any correction would come to the Board.

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

Human Resources Coordinator Sabrina Foley presented proposed changes to the following policies:

- Policy 3030 Gift Acceptance Guidelines.

Ms. Foley reminded about previous discussion at the November 15, 2021 meeting and the Board's request for a more robust policy in line with the requirements of the Fair Political Practices Commission (FPPC). Legal counsel and the Finance Department have provided more significant edits, she added.

Foley outlined the policy sections and noted the link to the FPPC guideline, currently limited to \$520 per year from a single source. Covington requested addition of reference to the FPPC source and removal of references to current year.

In response to Director Ramirez, Ms. Foley explained that the policy applies to all employees. Specific employees designated in the Conflict-of-Interest Code are required to file the annual Statement of Economic Interests, as are the Board of Directors, she noted.

Director Covington pointed to the list of exceptions, and Ms. Foley reviewed them.

- Policy 3035 Outside Employment

Ms. Foley noted the changes made in response to discussion at the November 15, 2021 meeting including the requirement to disclose outside employment.

After discussion, the Committee agreed that disclosure was appropriate to be made to the employee's supervisor; and notification shall be made to Human Resources by the supervisor. The determination of conflict will be made by the supervisor, with confirmation by Human Resources. HR will notify the general manager of any outside employment situations.

The Committee acknowledged the intent to allow outside employment and agreed with Dr. Manini's suggestion about including a definition.

The Committee requested this policy come back with the changes as indicated.

- Policy 3205 Substance Abuse

Ms. Foley introduced the policy and reviewed all changes. Mr. Jagers noted that the members of the MOU had some concerns.

In response to Committee comments, Mr. Jagers suggested that some of the items included in the appendices be moved forward into the main body of the policy. Director Covington also recommended inclusion of further definitions to clean up gray areas.

Mr. Jagers pointed out that prohibited conduct does not apply to legal activity at District residences. This is addressed in the residences policy, he noted.

Director Covington pointed out that the Alcohol Use section should not allow any acceptable level of alcohol. Staff will consult with legal counsel. Covington indicated that the "safety-sensitive" designation in section 3205.6 - 3 should be removed to make it applicable to all employees, and the reference to four hours should be removed.

Ms. Foley read proposed new section 3205.8 applicable to safety-sensitive employees and regarding suspension of driving licenses, and Mr. Jagers indicated this generated some concern at the field level. Mr. Herrera noted that procedure in the past has been different.

In response to Director Covington, Ms. Foley will consult legal counsel regarding Department of Transportation language defining accident.

Sections 3205.13 and 14 were discussed and Mr. Jagers made recommendations consistent with earlier discussion. Covington suggested clarification of alcohol levels and testing. Mr. Smith suggested a maximum number of days to be sent home; Covington indicated this should be undefined and left to the situation.

Director Ramirez pointed to the insertion of gender-neutral language and recommended revising the adopted policy convention to eliminate it if it is not a point of law. Ms. Foley explained the best practice and non-discrimination. Mr. Jagers reminded that the Board will need to make the decision on changing holistically, dependent on legal counsel's determination.

Regarding post-accident testing, Mr. Smith advised that testing not to exceed eight hours should be a shorter time frame. Covington suggested elimination of the time frames; Director Ramirez suggested "immediately" or "as soon as possible." Dr. Manini suggested legal counsel guidance. Mr. Jagers suggested seeking an after-hours clinic to perform the required test.

Director Covington added that all testing costs will be paid by the District.

Chair Covington continued the remainder of the policy items to the next Personnel Committee meeting.

## **7. Review Policy Manual Project Priorities**

Chair Covington continued this item to the next meeting.

## **8. District Water Certification**

Ms. Foley reminded that this report was requested by Director Ramirez. She explained the certification requirements for water distribution and treatment operators and presented the report.

Director Covington noted that the classification study in progress discusses moving most of these positions down with the exception of taking the Director of Operations from a 4 to a 5.

**9. Action List for Future Meetings**

- *Employee Association topics (none added)*
- *Policy manual updates (ongoing)*
- *Closure of the office on Thursday, Dec. 30 in observance of New Year's Day*

**10. Next Meeting Date:** Tuesday, January 18, 2022 at 5:30 p.m.

Mr. Jagers advised that the 2022 proposed Personnel Committee schedule will be on Tuesdays.

**ADJOURNMENT:** 8:07 p.m.

Attest:

*DRAFT UNTIL APPROVED*

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

DRAFT





**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
February 15, 2022**

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 January 11, 2022 – February 7, 2022

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**Personnel**

Total Current Employees (Excluding Board Members)	44
Part-Time	3
Temporary	3
Interns	0
Separations	0
Retiring Employees	0

**New Hires**

BCVWD hired two temporary Water Utility Person I's effective 1/18/2022.

BCVWD hired one temporary Customer Service Representative I effective 1/31/2022.

**Anniversaries\***

Employee Name	Job Title	Years of Service
Jennifer Leanos	Customer Service Representative I	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**

1/11/2022: Human Resources published HR Memo #22-002, Emergency Leave due to COVID-19.

1/17/2022: Human Resources announced a COVID-19 exposure to staff.



1/18/2022: HR shared information with all staff about how to order at-home COVID tests from the United States Postal Service.

1/24/2022: Human Resources announced a COVID-19 exposure to staff.

2/1/2022: Human Resources published information from the CalPERS 457 Plan.

2/1/2022: Human Resources sent a reminder about an all-hands safety meeting.

2/2/2022: Human Resources published a flyer from the District's Employee Assistance Program (EAP).

**Pending Legislation**

<b>Bill/Legislation</b>	<b>Title</b>	<b>Description</b>	<b>Status</b>
AB 84	Employment: COVID-19 supplemental paid sick leave	Would, from 1/1/22-9/30/22, provide for COVID-19 supplemental paid sick leave for covered employees who are unable to work or telework due to reasons related to COVID-19, up to 40 hours.	Referred to Committee, third reading
AB 399	Workers' Compensation	Would require employers to provide the medical provider network name and identification number to the injured employee within 5 days of the request.	Ordered to the Senate
AB 1632	Restroom Access: Medical Conditions	Would require a place of business open to the general public that has a toilet facility for employees to allow any individual who is lawfully on the premises to use that facility during normal business hours, even if the business does not normally make the toilet facility available to the general public.	Referred to Committee
AB 1711	Privacy: Breach	Would require an agency to post a notice on the agency's website to disclose a breach of security of the system to certain residents of CA.	Referred to committee



## **2021 Complaints and Grievances Report**

<b>Issue #</b>	<b>Date of Complaint</b>	<b>Parties Involved</b>	<b>Result</b>	<b>Date of Resolution</b>	<b>Days Elapsed</b>
21-001	1/7/2021	Internal	Internal procedure changed.	1/12/2021	5
21-002	7/20/2021	Internal	Legal counsel consulted, no further action taken.	7/20/2021	0
21-003	8/24/2021	External	External complaint regarding an employee. Investigation found complaint was unfounded.	8/24/2021	0
21-004	11/3/2021	Internal	HR conducted mediation and assigned training.	11/16/2021	13
				<b>Average Calendar Days</b>	<b>4.5</b>

*Prepared by Sabrina Foley, Human Resources Coordinator*



**Beaumont-Cherry Valley Water District  
Personnel Committee  
February 15, 2022**

Item 4

STAFF REPORT

**TO:** Board of Directors Personnel Committee  
**FROM:** Sabrina Foley, Human Resources Coordinator  
**SUBJECT: Update on the Status of the Memorandum of Understanding (MOU) with the Employee Association**

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**Staff Recommendation**

No recommendation, for informational purposes and discussion only.

**Background**

The District adopted the existing Memorandum of Understanding (MOU) with the Employee Association on December 13, 2017, and the MOU is effective from January 1, 2018, until December 31, 2021. Since this MOU has expired, the District is in the process of renegotiating a new MOU.

**Summary**

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

<b>Project Name</b>	<b>Current Status Description</b>	<b>Next Step(s)</b>
Classification Study	Management has reviewed drafted job descriptions and recommended job titles were presented to the Board.	If Class/Comp study moves forward, employees will be given the opportunity to review the drafted job descriptions and provide feedback to Human Resources.
Compensation Study	Consultant has presented findings to the Board.	Results are under review by the Board.
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 reviewing 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, pending	Once a tentative agreement is reached, a drafted MOU will be presented to the Board for consideration.



	completion of the Classification and Compensation studies.	
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**Tentative Calendar of Events:**

**2/23/2022** Board considers Classification and Compensation study results in closed session.

**2/24/2022** If study results are accepted by the Board, HR meets with MOU representatives to review the study results and negotiate.

**3/9/2022** (Tentative) Board considers red-lined MOU in closed 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 1<sup>st</sup> Day of January, 2018 is by and between the Beaumont-Cherry Valley Water District, hereinafter referred to as the "District", and the Beaumont- Cherry Valley Water District Employees Association, Hereinafter referred to as the "Association".**

### **Duration**

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

### **Article 1**

#### Recognition

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

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

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

### **Article 2**

#### Provisions of Law

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

### **Article 3**

#### **Management Rights**

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

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

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

### **Article 4**

#### **Employee Rights**

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

### **Article 5**

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

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

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



## **Article 6**

### Agendas

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

## **Article 7**

### Americans with Disabilities Act

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

## **Article 8**

### Non Discrimination

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

## **Article 9**

### Employee Evaluation

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

## **Article 10**

### Normal Work Day

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

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

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

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

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

Overtime shall be in accordance with Article 12, herein.

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

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

## **Article 11**

### Normal Work Week

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

## **Article 12**

### Overtime

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

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

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

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

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

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

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

### **Article 13**

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

Production Operator:

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

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

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

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

Distribution Operator:

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

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

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

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

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

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

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

All Standby Employees shall:

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

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

#### **Article 14**

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

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

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

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

### **Article 15**

#### Equitable Distribution of Call Out Overtime

There will be equitable distribution of call out overtime.

### **Article 16**

#### Pay Period

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

### **Article 17**

#### Promotions

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

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

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

### **Article 18**

#### Introductory and Temporary Employees

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

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

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

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

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

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

## **Article 19**

### Performing Work Out of Classification

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

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

## **Article 20**

### Layoff and Recall

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

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

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

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

## Article 21

### Grievance Procedure

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

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

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

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

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

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

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

## Article 22

### Progressive Discipline

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



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

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

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

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

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

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

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

### **Article 23**

#### Step Increases

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

### **Article 24**

#### Employee Compensation

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

### **Article 25**

#### Incentive Pay

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

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

## **Article 26**

### Sick Leave

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

#### Incentive Plan "A"

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

#### Incentive Plan "B":

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

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

## **Article 27**

### Insurance

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

#### State Disability Insurance:

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

#### Life Insurance:

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

## **Article 28**

### Holidays

Employees shall be entitled to the following paid holidays:

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

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

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

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

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

**Article 29**

Vacations

Employees shall accrue vacation in the following manner:

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

Vacation shall be earned from date of hire.

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

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

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

**Article 30**

Retirement Plan

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

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

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

### **Article 31**

#### Uniforms and Safety Equipment

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

### **Article 32**

#### Job Related Instruction

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

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

### **Article 33**

#### Bereavement Leave

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

### **Article 34**

#### Cost of Living Adjustments

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

### **Article 35**

#### Negotiation Preparation Time Off

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

### **Article 36**

#### Total Agreement

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

### **Article 37**

#### Full Understanding, Modification and Waiver

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

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

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

**Article 38**

Term Agreement

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

**Article 39**

Savings Clause

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

BEAUMONT- CHERRY VALLEY WATER DISTRICT

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

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

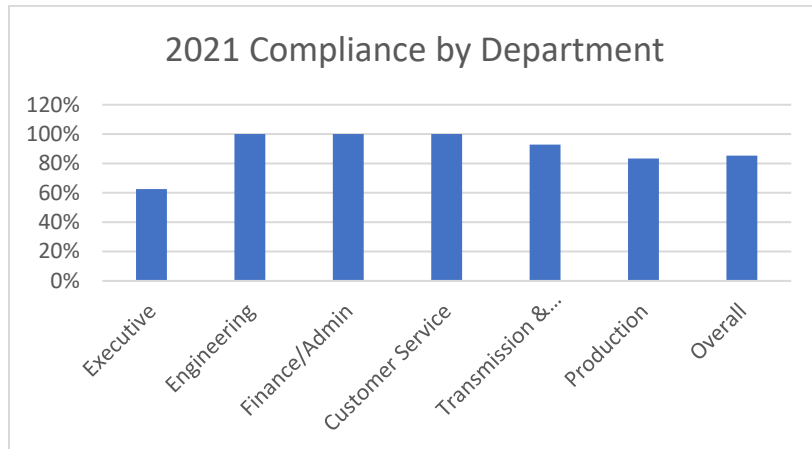
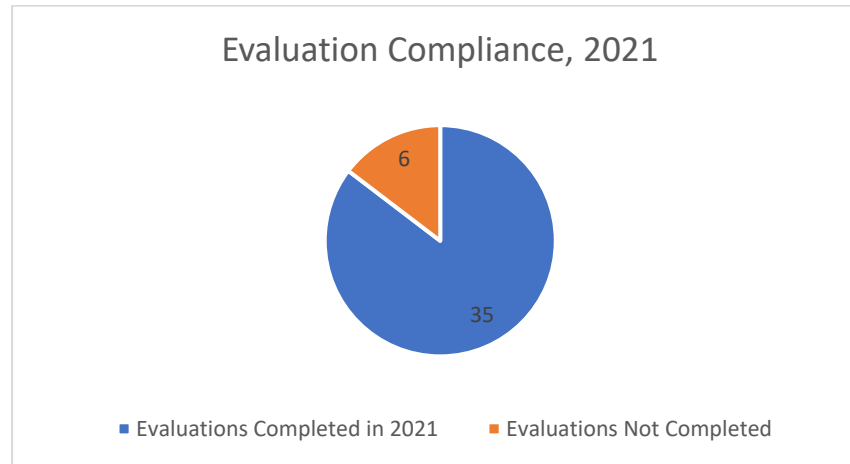
EMPLOYEE REPRESENTATIVES

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

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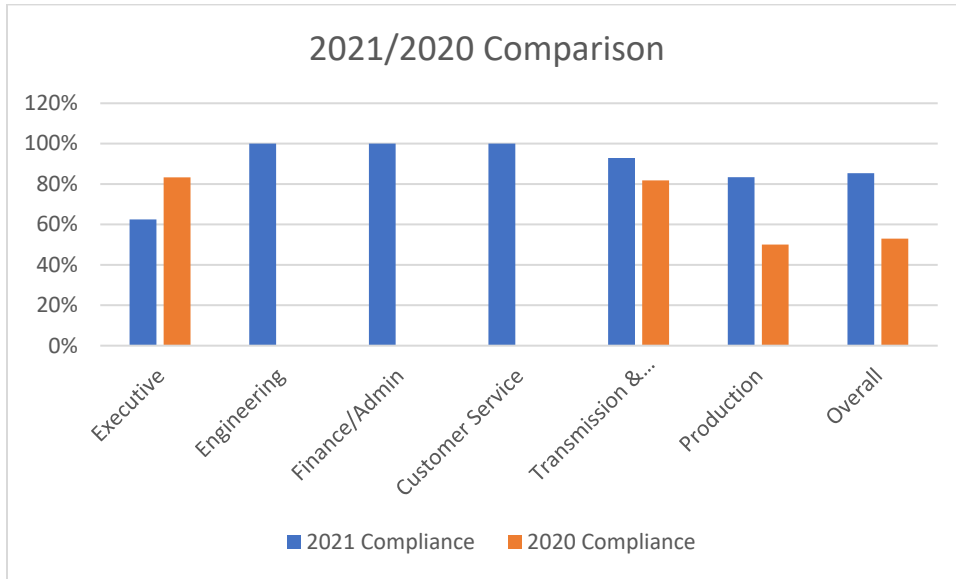
2021 Performance Evaluation Compliance Report



Department	2021 Compliance
Executive	63%
Engineering	100%
Finance/Admin	100%
Customer Service	100%
Transmission & Distribution	93%
Production	83%
Overall	85%

*Prepared by Sabrina Foley, Human Resources Coordinator*





*Prepared by Sabrina Foley, Human Resources Coordinator*