



PO Box 675 • 61750 Chollita Road • Joshua Tree CA 92252  
 Phone (760) 366-8438 • Fax (760) 366-9528 • [www.jbwd.com](http://www.jbwd.com)  
 An Equal Opportunity Provider

**JOSHUA BASIN WATER DISTRICT  
 REGULAR MEETING OF THE BOARD OF DIRECTORS  
 WEDNESDAY AUGUST 21, 2013 7:00 PM  
 61750 CHOLLITA ROAD, JOSHUA TREE CALIFORNIA 92252  
 AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. DETERMINATION OF QUORUM
4. APPROVAL OF AGENDA
5. PUBLIC COMMENT: At this time, any member of the public may address the Board on matters within the Board’s jurisdiction that are not listed on the agenda. Please use the podium microphone. The Board may not discuss at length or take action on items not on the agenda.

During either "Public Comment" Item, please use the podium microphone. State your name and have your information prepared and be ready to provide your comments to the Board. The District is interested and appreciates your comments. A 3-minute time limit may be imposed. Thank you.

6. CONSENT CALENDAR: Items on the Consent Calendar are considered routine in nature and will be adopted in total by one action of the Board of Directors unless any Board Member or any individual or organization interested in one or more consent calendar items wishes to be heard.
  - A. Approve Draft Minutes of the August 7, 2013 Regular Board of Directors Meeting
  - B. Recommend that the Board Adopt Resolution #13-910, Establishing the Appropriation Limit for Fiscal Year 2013/2014
  - C. Recommend that the Board Adopt Resolution #13-912, Authorizing Signers with U.S. Bank

Pg. 1-3

Pg. 4-6

Pg. 7-8

Pg. 9-34

Pg. 35-39

7. REQUEST FOR PROPOSALS (RFP) FOR EXECUTIVE RECRUITMENT SERVICES  
 Recommend that the Board approve and authorize distribution of RFP.

8. CONSIDER VOTING FOR THE ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 9 BOARD OF DIRECTORS RECOMMENDED SLATE OF CANDIDATES, INCLUDING JIM VENTURA, MOJAVE WATER AGENCY BOARD MEMBER  
 Recommend that the Board authorize submission of ballot to vote for the recommended slate of candidates including Jim Ventura for the seven-member ACWA Region 9 Board of Directors.

- Pg. 40            9.    PRESENTATION ON CREDIT CARD ACCEPTANCE AND FEES  
Recommend that the Board receive presentation and ask questions.
- Pg. 41-92        10.   MEMORANDUM OF UNDERSTANDING WITH THE JOSHUA BASIN CHAPTER OF  
AFSCME LOCAL 1902  
Recommend that the Board Adopt Resolution #13-911.
- Pg. 93-98        11.   APPOINTMENT TO CITIZENS ADVISORY COMMITTEE  
Recommend that the Board review the application from Karen Morton and consider appointment.
- Pg. 99-105      12.   CONSIDER INSTALLATION OF FENCE AT DISTRICT OFFICE  
Recommend that the Board authorize installation of fence on north side of office at a cost of \$1,650.
- Pg. 106-108     13.   BAD DEBT WRITE-OFF FOR FISCAL YEAR 12/13  
Recommend that the Board approve \$24,387.52 bad debt write-off.
14.   COMMITTEE REPORTS:  
A. PUBLIC INFORMATION COMMITTEE: President Luckman and Vice President  
Fuller:  
Kathleen Radnich, Public Outreach Consultant to report.  
B. HOSPITAL WASTEWATER PROJECT: President Luckman and Vice President  
Fuller  
C. TANK RESTORATION PROJECT: Director Wilson and Vice President Fuller  
D. RULES AND REGULATIONS COMMITTEE: Director Fuller and Vice President  
Reynolds  
E. ADMINISTRATION CODE UPDATE PROJECT: Vice President Fuller and President  
Luckman  
F. AD HOC GENERAL MANAGER SEARCH: Director Reynolds and President Luckman  
G. Mojave Water Agency Integrated Regional Water Management Plan Committee: President  
Luckman and Vice President Fuller
15.   PUBLIC COMMENT  
At this time, any member of the public may address the Board on matters within the Board's  
jurisdiction that are not listed on the agenda. Please use the podium microphone. The Board may  
not discuss at length or take action on items not on the agenda.
16.   GENERAL MANAGER REPORT

17. DIRECTORS COMMENTS/REPORTS
18. DISTRICT GENERAL COUNSEL REPORT
19. FUTURE AGENDA ITEMS
20. ADJOURNMENT

#### INFORMATION

The public is invited to comment on any item on the agenda during discussion of that item.

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Joshua Basin Water District at (760) 366-8438, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 61750 Chollita Road, Joshua Tree, California 92252 during normal business hours.

*This meeting is scheduled to be broadcast on Time Warner Cable Channel 10 on August 28 at 7:00 pm and September 4 at 7:00 pm. DVD recordings of Joshua Basin Water District Board meetings are available at the District office and at the Joshua Tree Library*

JOSHUA BASIN WATER DISTRICT  
Minutes of the  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
August 7, 2013

1. CALL TO ORDER: 7:00 PM

2. PLEDGE OF ALLEGIANCE

3. DETERMINATION OF QUORUM:      Victoria Fuller      Present  
   Mickey Luckman      Present  
   Mike Reynolds      Present  
   Gary Wilson      Present

STAFF PRESENT:                              Susan Greer, Acting General Manager  
   Marie Salsberry, HR Manager/Administrative Specialist

CONSULTANTS PRESENT:                      Gil Granito, District Counsel  
   Mike Metts, District Engineer  
   Kathleen Radnich, Public Outreach Consultant

GUESTS                      14

4. APPROVAL OF AGENDA

MSC Fuller/Reynolds 4/0 to approve the agenda for the August 7<sup>th</sup>, 2013 Regular Meeting of the Board of Directors.

5. PUBLIC COMMENT

Bill Long of Joshua Tree spoke in favor of having Bob Johnson appointed to the vacant Director seat. appointment.

Frank Coate of Joshua Tree presented his resume to the Board.

6. CONSENT CALENDAR

MSC Fuller/Reynolds 4/0 to approve the Draft Minutes of the July 17, 2013 Regular Meeting of the Board of Directors; to approve the July 2013 Check Audit Report and to approve the June 2013 Financial Report

7. JOSHUA BASIN TREATMENT PLANT NO. 1 (JBTP#1) CONTRACT OPERATIONS

Mike Metts, District Engineer, provided the report. Board discussion ensued.

MSC Fuller/Reynolds 4/0 to authorize the Acting General Manager to develop contract documents and negotiate a contract for annual operation and maintenance for the JBTP #1 with Water Quality Specialists In the amount of \$38,400 annually (\$3,200 monthly)

8. APPOINTMENT OF BOARD MEMBER TO FILL VACANCY

President Luckman explained that the applicants for the vacant Board seat would be interviewed individually.

The applicants were invited to leave the room in the interest of fairness. President Luckman stressed that leaving the room would be voluntary and was not required by law. Applicants Steven Whitman and Richard Fountain left the boardroom and Robert Johnson was interviewed. Steven Whitman was then interviewed, followed by Richard Fountain. Board discussion ensued, and the Board took the following action:

MSC Fuller/Wilson 4/0 to appoint Robert Johnson to the vacant Director position.

Acting General Manager Susan Greer administered the oath of office and Director Johnson was seated.

9. NOTICE OF COMPLETION AND RELEASE OF RETENTION TO LUNA CONSTRUCTION FOR FACILITY IMPROVEMENT PROJECT

Acting General Manager Susan Greer reported on completion of the project.

MSC Reynolds/Fuller 5/0 to approve the Notice of Completion and release of retention in the amount of \$2,362.50 to Luna Construction.

10. ADOPT RESOLUTION 13-909, FIXING THE RATE OF TAXATION WITHIN ID#2

AGM Greer reported on this routine item that the Board considers each year.

MSC Reynolds/ Fuller 5/0 to approve Resolution 13-909, increasing the tax rate from \$0.0256 to \$0.0264 per \$100 of assessed valuation.

11. APPOINTMENT TO CITIZENS ADVISORY COMMITTEE

AGM Greer presented the staff report. Ms. Morton, the applicant was not present.

MSC Reynolds/Fuller 5/0 to table the item until a future meeting when the applicant can attend.

12. COMMITTEE REPORTS

A. PUBLIC INFORMATION COMMITTEE: President Luckman and Vice President Fuller: Public Outreach Consultant Kathleen Radnich reported that the Farmers Market booth theme this month is “the water footprint”; the Public Information Committee will meet August 21 at 9 am. Further training by Joshua Tree National Park representatives on native plant seed collection and germination is tentatively scheduled for August 30. The District is offering residential water surveys.

B. HOSPITAL WASTEWATER PROJECT: President Luckman and Vice President Fuller: Covered earlier under Item #7 of this meeting’s agenda.

C. TANK RESTORATION PROJECT: Director Wilson and Vice President Fuller: No meeting.

D. RULES AND REGULATIONS COMMITTEE: Vice President Fuller and Director Reynolds: the committee will meet prior to the next Board meeting.

E. ADMINISTRATION CODE UPDATE PROJECT: Vice President Fuller and President Luckman:

F. AD HOC GENERAL MANAGER SEARCH: President Luckman and Director Reynolds: President Luckman reported that the position is being advertised and some applications have been received. Susan Greer reported that the request for proposals for the executive search firm should be on the agenda for the next Board meeting; four weeks will be allowed for responses, then a recommendation will be brought to the Board on October 2<sup>nd</sup>. President Luckman stated she will work with AGM Greer to advise the applicants of the timeline.

G. MOJAVE WATER AGENCY INTEGRATED REGIONAL WATER MANAGEMENT PLAN COMMITTEE: President Luckman and Vice President Fuller: President Luckman reported attending a meeting where all of the agencies were asked to share their proposed projects. The Technical Advisory Committee will meet Aug 22<sup>nd</sup> and they will discuss the IRWMP.

13. PUBLIC COMMENT

None.

14. GENERAL MANAGER REPORT

AGM Greer reported that she submitted a notice of intent to apply to CalEMA for a hazard mitigation plan grant. Consultants are working on the rate study; joint meetings of the Board and Citizens Advisory Committee will be held on September 18<sup>th</sup> and October 2<sup>nd</sup> to discuss rates. The IRWMP projects were submitted to MWA. The District also submitted the annual water delivery schedule indicating JBWD’s

intent to purchase water in 2014. The right-of-way grant for the District's I Reservoir was renegotiated with no cost increase. The recharge pond redesign has been authorized; Krieger & Stewart will do the redesign. The Recharge Pipeline is nearly completed except for the punch list; and for re-seeding and charging the line which will be done in the fall.

15. DIRECTORS COMMENTS/REPORTS

Director Wilson commented that CalTrans added berms on the highway except for at Olympic where water will wash out the 12" line. Recently the District painted a hydrant across the street from the new school; in 1969 engineers stated that that line and hydrant were to be abandoned.

Director Johnson stated he looks forward to serving and he thanked the Board.

Director Reynolds commented that tonight was a night of difficult decisions and he thanked the people that contacted him with comments regarding the meeting. He thanked all of the applicants.

Director Fuller thanked the applicants for their willingness to serve the community and the District and she's looking forward to working with Director Johnson.

President Luckman thanked the applicants.

16. DISTRICT GENERAL COUNSEL REPORT

Gil Granito commented he was impressed with the interviewing process. Having attending many meetings of this type, this is one of the best he has ever seen.

17. FUTURE AGENDA ITEMS

None.

18. ADJOURNMENT 8:35 PM

MSC Reynolds/Fuller 5/0 to adjourn the August 7<sup>th</sup>, 2013 Regular Meeting of the Board of Directors.

Respectfully submitted:

Director Johnson commented he looks forward to serving on the Board.

---

Susan Greer, Acting General Manager

The next regular meeting of the Board of Directors is scheduled for August 21, 2013 at 7:00 pm.

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer



TOPIC:

CONSIDER ADOPTION OF RESOLUTION #13-910, ESTABLISHING THE  
APPROPRIATION LIMIT FOR FISCAL YEAR 2013/2014

RECOMMENDATION:

Adopt Resolution #13-910

ANALYSIS:

The appropriation limit calculation for fiscal year 13/14 is attached. This is another routine matter, requiring annual calculation, posting and approval by the governing body. We posted the calculation as required by law at least 15 days prior to tonight's consideration for adoption. The appropriation limit is also reviewed annually in conjunction with the audit.

The appropriation limit (also known as the Gann Limit) was enacted in 1980. The purpose of the Limit is to place an annual limit or restriction on the growth of tax-funded programs and services. The Limit provides for an annual increase no greater than the increase in the cost of living, plus the increase in population. The proceeds of taxes in excess of appropriations must be designated for purposes exempt from limitation or returned to taxpayers. Proceeds of taxes have been generally interpreted to include general tax revenues, proceeds from investment of tax revenue, revenue from user fees and charges that exceed the cost of providing the service and state/federal grant revenue unrestricted as to use. The cost of living increase this year is 5.12%, compared to 3.77% last year, while the population for unincorporated portions of San Bernardino County, which applies to us, decreased from .79% to .65%.

The District anticipates approximately \$400,000 in general tax revenues (the "free" portion of the 1% property tax) plus approximately \$9,000 in interest revenue this year which is subject to the Limit. All other revenues, such as for debt service or user fees (because they do not exceed the cost of service) are not subject to the Limit. The total of these subject revenues, \$409,000 is significantly below the 13/14 limit of \$1,457,801.

STRATEGIC PLAN ITEM:

N/A

FISCAL IMPACT:

N/A



P.O. BOX 675 • 61750 CHOLLITA ROAD • JOSHUA TREE • CALIFORNIA 92252  
 TELEPHONE (760) 366-8438 FAX (760) 366-9528 E-mail: customerservice@jbwd.com  
[www.jbwd.com](http://www.jbwd.com)

**2013/2014 APPROPRIATION LIMIT CALCULATION**

PER CAPITA INCOME FACTOR CHANGE: 5.12%  
 POPULATION FACTOR CHANGE: 0.65%  
 (unincorporated San Bernardino County)

Per Capita Conversion to Ratio: 5.12 + 100 / 100 = 1.0512  
 Population Conversion to Ratio: 0.65 + 100 / 100 = 1.0065

CHANGE FACTOR CALCULATION: 1.0512 x 1.0065 = 1.0580 5.803 %

2012/2013 LIMIT	\$	1,377,884
2013/2014 CHANGE FACTOR	x	<u>5.80%</u>
2013/2014 CHANGE LIMIT	\$	79,917
2012/2013 APPROPRIATION LIMIT	\$	1,377,884
2013/2014 CHANGE LIMIT	+	<u>79,917</u>
<b>2013/2014 APPROPRIATION LIMIT</b>	<b>\$</b>	<b><u>1,457,801</u></b>

Posted 07/10/13



RESOLUTION 13-910

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE JOSHUA BASIN WATER DISTRICT  
ESTABLISHING THE APPROPRIATION LIMIT OF  
THE DISTRICT FOR THE FISCAL YEAR 2013/14

BE IT RESOLVED by the Board of Directors of the Joshua Basin Water District as follows:

1. That in accordance with Article XIIB of the California Constitution and Section 7910 of the Government Code of this State, the appropriation limit for this District is established at \$1,457,801.
2. The Board of Directors selects the per capita personal income as the cost-of-living factor to compute the appropriation limit.
3. That documentation used in the determination of such appropriation limit has been available to the public at least fifteen days prior to this meeting of the Board of Directors.
4. This resolution is effective August 21, 2013.

ADOPTED this 21<sup>st</sup> day of August, 2013.

By \_\_\_\_\_  
Mickey Luckman, President

Attest \_\_\_\_\_  
Susan Greer, Acting Board Secretary

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer 

TOPIC:  
RESOLUTION AUTHORIZING SIGNERS WITH US BANK

RECOMMENDATION:  
Approve Resolution 13-912, authorizing signers with US Bank.

ANALYSIS:  
This is a routine item, required since we have a new Board member. The attached resolution removes the outgoing board member and adds the new board member and is required before the bank will prepare new signature cards.

The resolution authorizes all Board members and the Assistant General Manager/Controller to sign checks. Current practice is to require two signatures up to \$5,000 and three signatures when the check exceeds that amount.

Once signature cards are prepared we will need multiple signatures from every authorized signer. This process will have to be repeated when we hire a new General Manager.

STRATEGIC PLAN ITEM:  
N/A

FISCAL IMPACT:  
N/A

RESOLUTION 13-912

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE JOSHUA BASIN WATER DISTRICT  
OPENING NEW BANK ACCOUNT AND AUTHORIZING SIGNERS AT US BANK

WHEREAS, the Joshua Basin Water District requires bank accounts in order to conduct its business.

NOW, THEREFORE, BE IT RESOLVED that the District allows any of the following three acting together in excess of \$5,000 or any two at \$5,000 or less, to withdraw funds from any account in the form of checks in any manner as shall be agreed upon by the contracting officers with US Bank:

Victoria Fuller  
Robert Johnson  
Mickey Luckman  
Mike Reynolds  
Gary Wilson  
Susan Greer

FURTHER RESOLVED that any one of the preceding is allowed to transfer funds between the District's account and the Local Agency Investment Fund (LAIF) or from one District account to another District account only.

BE IT FURTHER RESOLVED that this Resolution replaces all prior Resolutions regarding this matter and shall remain in force until notice of revocation of it by this District shall be received by Bank at the office where the account is maintained or as Banks shall otherwise direct.

ADOPTED this 21<sup>st</sup> day of August, 2013.

By \_\_\_\_\_  
Mickey Luckman, President

Attest \_\_\_\_\_  
Susan Greer, Acting Secretary

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer 

TOPIC:

REQUEST FOR PROPOSALS (RFP) FOR EXECUTIVE RECRUITMENT SERVICES

RECOMMENDATION:

Approve and authorize distribution of RFP

ANALYSIS:

The ad hoc GM Recruitment Committee recommended utilizing an executive search firm to assist the Board in selecting the General Manager candidate and the full Board agreed with the recommendation.

The attached RFP has been prepared by Staff and reviewed by the Committee and Counsel Granito. The scope of services indicates the following tasks for the project:

- a) Meet with the Board of Directors to review the ideal candidate criteria to obtain information regarding the expectations, challenges and responsibilities of the position and to determine the Board's minimum qualifications.
- b) Resumes that have been received as a result of direct advertising by JBWD will be provided to the search firm. The firm will evaluate the resumes based upon the criteria established based on input from the Board of Directors. Determine those candidates meeting the minimum qualifications and follow up with preliminary telephone screening, clarifying experience.
- c) Prepare a written summary of those candidates with the most promising qualifications and work with the Board of Directors to narrow the list of final candidates.
- d) Provide thorough screening of final candidates including face to face interviews or electronic conferencing. Screening to include background, credit, criminal, civil litigation, motor vehicle, media and reference checks as allowable by law to ensure the finalists have backgrounds of the highest integrity.
- e) Provide written report regarding the final candidates meeting the majority of JBWD specifications. Assist Board of Directors in selecting those candidates for interview.
- f) With Board input and final approval, design and finalize the interview process, interview questions and rating forms. Schedule the interviews.

- g) Conduct a briefing session preceding interviews and debrief with the Board following interviews.
- h) Notify applicants that aren't selected. Firm will be responsible for providing communication, responses and information for all candidates throughout the process.
- i) Assist the Board of Directors with compensation negotiations.
- j) Periodic written status reports are due to the Board of Directors of the JBWD throughout the process.

The proposed agreement is also attached and has been reviewed by Counsel.

If approved at tonight's meeting, the RFP will be distributed by next Monday to the attached list of firms. The proposals are due back in late September and we should have the selection of the firm on the October 2 agenda, where the Board can award the contract. Their work will begin shortly thereafter, once the contract is executed.

STRATEGIC PLAN ITEM:

N/A

FISCAL IMPACT:

Minimal; Staff time and distribution costs only, already in budget.



P.O. BOX 675 • 61750 CHOLLITA ROAD • JOSHUA TREE • CALIFORNIA 92252  
TELEPHONE (760) 366-8438 FAX (760) 366-9528 E-mail: [JBWD@jbwd.com](mailto:JBWD@jbwd.com)  
[www.jbwd.com](http://www.jbwd.com)

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SEARCH FIRM  
TO PROVIDE SELECTED RECRUITMENT AND PLACEMENT SERVICES  
FOR THE POSITION OF GENERAL MANAGER AT THE  
JOSHUA BASIN WATER DISTRICT**

**DATE** August 26, 2013

**Contact:** Susan Greer, Acting General Manager  
**Email:** [sgreer@jbwd.com](mailto:sgreer@jbwd.com)  
**Fax Number:** 760-366-9528  
**Phone Number:** 760-366-8438

**PROPOSAL DUE** **SEPTEMBER 23, 2013, 5:00PM**

**Mail or deliver to:** Susan Greer, Acting General Manager  
Joshua Basin Water District  
P O Box 675 (Mailing ONLY)  
61750 Chollita Rd (Delivery ONLY)  
Joshua Tree, CA 92252

**BID CONTENTS**

Section I - Purpose of Request for Proposal and General Terms and Conditions  
Section II - Schedule of Events  
Section III - Scope of Services  
Section IV - Evaluation and Award Criteria  
Section V - Proposal Instructions and Format  
Section VI - Cost Sheet

Appendix A - Professional Services Agreement Sample

Sealed written responses must be received by the Acting General Manager no later than the date, time, and location indicated above as the proposal due date. Late submission of responses shall be not considered. Submittal of response by fax or email is not acceptable.

Note: This bid does not constitute an order for the goods or services specified

## SECTION I

### PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL TERMS AND CONDITIONS

#### 1.0 PURPOSE OF REQUEST FOR PROPOSAL ("RFP")

The Joshua Basin Water District is accepting proposals to select a well-qualified and experienced executive recruitment firm with a proven record of effective recruitment and selection practices, and history of providing high-quality recruitment services, for the position of General Manager for the Joshua Basin Water District (JBWD).

#### 1.1 QUESTIONS REGARDING THE RFP

All questions shall be directed to: Susan Greer, Acting General Manager, at [sgreer@jbwd.com](mailto:sgreer@jbwd.com), phone number 760-366-8438.

#### 1.2 ERRORS AND OMISSIONS

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its attachments, he/she shall immediately notify the JBWD of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished with or who have requested an RFP, without divulging the source of the request.

#### 1.3 ADDENDA

The JBWD may modify this RFP, any of its key action dates, or any of its attachments, prior to the proposal submittal date.

#### 1.4 SUBMISSION OF PROPOSAL

Proposals will be accepted on or before the date and time indicated in Section II – Schedule of Events, and in accordance with Section V - Proposal Instructions and Format.

#### 1.5 PROPOSER'S COST

Costs for developing proposals are entirely the responsibility of the proposer and shall not be chargeable to the JBWD.

#### 1.6 EXCEPTIONS

If a proposer takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or to the Professional Services Agreement Sample attached as Appendix A ("Agreement"), they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

#### 1.7 DELIVERY OF PROPOSALS

Proposals submitted by mail should be post-marked sufficiently in advance of the proposal due date to ensure delivery to the Acting General Manager prior to the specified due date. Proposals received after the date and time indicated herein shall not be accepted and shall be returned to the Proposer.

Requests for extensions of the proposal closing date or time will not be granted. Proposers mailing proposals should allow sufficient mail time to ensure timely receipt of their proposals

before the deadline, as it is the Proposer's responsibility to ensure that proposals arrive before the closing time.

**Proposals will not be accepted via fax or email.**

**1.8 PROPOSALS BECOME THE PROPERTY OF THE JBWD**

Proposals become the property of the JBWD and information contained therein shall become public property subject to disclosure laws. The JBWD reserves the right to make use of any information or ideas contained in the proposal.

**1.9 CONFIDENTIAL MATERIAL**

Proposer must notify the JBWD in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. The JBWD shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

**1.10 REJECTION OF PROPOSALS**

The JBWD may reject any or all proposals and may waive any immaterial deviation in a proposal. The JBWD's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if he/she is awarded the contract. Proposals referring to terms and conditions other than the JBWD's terms and conditions may be rejected as being non-responsive.

The JBWD may conduct investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the JBWD any and all information and data requested by the JBWD for this purpose. The JBWD reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the JBWD that such proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

**1.11 CANCELLATION**

This solicitation does not obligate the JBWD to enter into an agreement with any proposer. The JBWD retains the right to cancel this RFP at any time, at its discretion, for reasons including, but not limited to, the project being canceled, the JBWD loses the required funding, or if it is deemed in the best interest of the JBWD. No obligation, either expressed or implied, exists on the part of the JBWD to make an award or to pay any cost incurred in the preparation or submission of a proposal.

**1.12 INSURANCE REQUIREMENTS**

Reference Section 5.04 of the Professional Services Agreement (make sure reference is correct when agreement is finalized)

**1.13 AWARD OF CONTRACT**

Award, if any, will be at the sole and absolute discretion of the Board of Directors of the Joshua Basin Water District and not necessarily to the lowest fixed price proposal. Evaluation criteria and basis for the award are described in Section IV – Evaluation and Award Criteria.

**1.14 TERM OF CONTRACT**

Commences upon award of contract and terminates when the JBWD Board of Directors has selected one of the candidates for hire or determined that none of the JBWD-supplied candidates will be hired.



If none of the JBWD-supplied candidates is hired, JBWD may elect to utilize the services of the firm and negotiate a contract to perform a complete, traditional recruitment including development of the recruitment brochure and related recruiting activities.

1.15 CONTRACT DOCUMENTS

In the event of a conflict between documents, the following order of precedence shall apply:

1. Joshua Basin Water District Agreement
2. Joshua Basin Water District Request for Proposal
3. Proposer's Response

1.16 EXECUTION OF THE CONTRACT

The Agreement shall be signed by the proposer and returned, along with the required attachments, to the JBWD within ten (10) working days of receipt of the Professional Services Agreement. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until approved by the Board of Directors of the JBWD. Any work performed prior to receipt of a fully executed agreement shall be at proposer's own expense.

1.17 NON-ENDORSEMENT

If a proposal is accepted, the proposer shall not issue any news releases or other statements pertaining to the award or servicing of the contract which state or imply the JBWD's endorsement of proposer's services.

**SECTION II**  
**SCHEDULE OF EVENTS**

August 26, 2013	Release of Request for Proposals
September 23, 2013	Deadline for Receipt of Proposals
September 24-26, 2013	Evaluation of RFP's
October 2, 2013	Award of Contract
October 14, 2013	Tentative Start Date

\*NOTE: The JBWD may adjust the dates subsequent to receipt of the proposal without further notice.

**SECTION III**  
**SCOPE OF SERVICES**

**3.0 THE COMMUNITY AND BACKGROUND**

The JBWD, a California Special District, is located in Joshua Tree, an unincorporated area of eastern San Bernardino County. Formed in 1963, the District is proud to be celebrating 50 years of service to our community. Our current population is 9,500 and we serve approximately 4,500 active water accounts in nearly 100 square miles of service area. The JBWD water infrastructure includes 270 miles of mainlines, five wells and 17 above-ground reservoirs.

The JBWD website is [www.jbwd.com](http://www.jbwd.com).

**3.1 PROJECT GOALS / REQUIREMENTS**

Select a well-qualified and experienced executive recruitment firm with a proven record of effective recruitment and selection practices and history of providing high-quality services.

The Board of Directors has developed an ideal candidate outline and the JBWD has a current job description for the General Manager position that will be utilized as the foundation in the recruitment for the next General Manager.

The selected executive recruitment firm will conduct an impartial, in-depth evaluation and testing process.

They will provide the JBWD Board of Directors with a recruitment time-line, list of the best qualified candidates, facilitate the final interview process, and contend with all the administrative details of the recruitment from the point when they receive the applications/resumes until either a candidate is hired or it is determined that none of the JBWD-supplied candidates will be hired.

**3.2 SCOPE OF SERVICES**

Selected firm will provide the following recruitment services for the Board of Directors of the JBWD for recruitment of the General Manager position.

- a) Meet with the Board of Directors to review the ideal candidate criteria to obtain information regarding the expectations, challenges and responsibilities of the position and to determine the Board's minimum qualifications.
- b) Resumes that have been received as a result of direct advertising by JBWD will be provided to firm. Firm will evaluate the resumes based upon the criteria established based on input from the Board of Directors. Determine those candidates meeting the minimum qualifications and follow-up with preliminary telephone screening, clarifying experience.

- c) Prepare a written summary of those candidates with the most promising qualifications and work with the Board of Directors to narrow the list of final candidates.
- d) Provide thorough screening of final candidates including face to face interviews or electronic conferencing. Screening to include background, credit, criminal, civil litigation, motor vehicle, media and reference checks as allowable by law to ensure the finalists have backgrounds of the highest integrity.
- e) Provide written report regarding the final candidates meeting the majority of JBWD specifications. Assist Board of Directors in selecting those candidates for interview.
- f) With Board input and final approval, design and finalize the interview process, interview questions and rating forms. Schedule the interviews.
- g) Conduct a briefing session preceding interviews and debrief with the Board following interviews.
- h) Notify applicants that aren't selected. Firm will be responsible for providing communication, responses and information for all candidates throughout the process.
- i) Assist the Board of Directors with compensation negotiations.
- j) Periodic written status reports are due to the Board of Directors of the JBWD throughout the process.

### 3.3 COMPENSATION

Expenses that shall be included in the fixed fee cost include such items as consultant travel, clerical support, research and long distance telephone charges. No printed brochure will be prepared for this recruitment. Reimbursable expenses shall be paid at actual costs, without a markup.

### 3.4 PAYMENT SCHEDULE

Firm will bill the JBWD at the end of each month based on the work completed to-date. JBWD will make payment to firm within 30 days of receipt of invoice.

## SECTION IV

### EVALUATION AND AWARD CRITERIA

#### 4.0 MUST MEET MINIMUM REQUIREMENTS

All proposals shall be reviewed to verify that the proposer has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the terms and conditions of the Agreement, will be eliminated from further consideration.

#### 4.1 EVALUATION CRITERIA

The JBWD may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Recent experience in conducting recruitments similar in scope, complexity, and magnitude for other public agencies, and references.
- C. Educational background, work experience, and directly related consulting experiences
- D. Planned Performance of Services
- E. Fee
- F. Interviews

#### 4.2 VERIFICATION OF INFORMATION

The JBWD may also contact and evaluate the proposer's references; contact any proposer to clarify any response; contact any current users of proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

#### 4.3 RFP REVIEW COMMITTEE

Proposals will be reviewed and evaluated by an Ad Hoc General Manager Recruitment Committee (Committee). The Committee will make a recommendation to the full Board of Directors who will award the contract. The Committee shall not be obligated to recommend the lowest priced proposal, but shall make a recommendation based on the best interests of the JBWD.

## SECTION V

### PROPOSAL INSTRUCTIONS AND FORMAT

#### 5.1 INTRODUCTION

To be considered responsive to this RFP, proposer must submit proposal in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The JBWD reserves the right to request additional information that, in JBWD's opinion, is necessary to assure that the proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.

#### 5.2 NUMBER OF COPIES

The proposer shall provide a minimum of one (1) original and four (4) duplicates of the proposal. All copies of the proposal must be delivered sealed and labeled as indicated below.

#### 5.3 DELIVERY OF PROPOSALS

a) Address/deliver proposals to:

Mailed:

**Acting General Manager  
Joshua Basin Water District  
P O Box 675  
Joshua Tree CA 92252**

Delivered:

**Acting General Manager  
Joshua Basin Water District  
61750 Chollita Rd  
Joshua Tree CA 92252**

b) Proposals must be received by the Acting General Manager no later than the date and time specified on the cover page and Schedule of Events. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

c) Proposals shall be labeled on the outside of the envelope as follows:

**GM RECRUITMENT SERVICES**

#### 5.4 PREPARATION

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the proposer's demonstrated capability to perform work of this type. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. **EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT.**

#### 5.5 PROPOSAL FORMAT

Proposals shall adhere to the following format for organization and content. Proposals must be divided into the individual sections listed below and must be indexed and tabbed.

a) Cover Letter

The two page maximum cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of proposers' qualifications and proposers' willingness to enter into a contract under the terms and conditions prescribed by the JBWD Consultant Agreement. The letter should be signed by an individual who can bind the proposer contractually.

b) Table of Contents

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

c) Exceptions

Any and all exceptions to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, proposer must expressly state that no exceptions are taken.

5.6 PROPOSAL CONTENT

a) SECTION I – EXPERIENCE

- 1) Proposer name, address, telephone number, and authorized representative(s).
- 2) Proposer shall describe the background, public sector experience and executive search capabilities of the firm. In particular, identify the number of years of experience in providing similar public sector professional recruitment services, highlighting any experience with management placements in water agencies in the last five (5) years.
- 3) Proposer References: Provide at least three (3) client references for which the proposer has provided similar services and can verify the firm's ability to provide the scope of services selected. References shall include date and description of service, project location, completion dates, organization's name, contact person, title, address, and telephone number or email address. References from water agencies of similar size and complexity who have recently hired General Managers are strongly preferred.

b) SECTION II – PERSONNEL

Identify the project manager who will have direct and continued responsibility for the services provided to the JBWD. Include the project manager's resume and specify their experience relative to this project. Proposer shall identify the other key personnel who will be assigned to this recruitment and their roles.

c) SECTION III – PLANNED PERFORMANCE OF SERVICES

Proposer shall provide a detailed description of the approach or plan to be used in response to Section III - Scope of Services. Provide the firm's methodology and approach to the desired scope of services. Major proposed deviations from the scope of services outlined in the RFP should be clearly noted. Provide an estimated timeline assuming a start date of mid-October. Note: Board meetings are typically scheduled at 7:00 pm on the first and third Wednesdays of each month. Board

meeting dates should be incorporated into the time frame as access to the Board is limited to these meetings, unless otherwise arranged.

d) SECTION IV – FEE

Proposer is expected to quote a firm fixed price for the services identified in Section III - Scope of Services. All costs associated with the services of this contract must be identified on the Cost Sheet (Section VI). Projected hours for completion of the project shall also be included. Additionally, include a fee schedule for possible additional services. The completed Cost Sheet shall be signed and submitted.

e) SECTION V – ADDITIONAL SERVICES

Proposer is welcome to outline additional services or alternative approaches that it feels are in the JBWD's best interests.



**SECTION VI**  
**COST SHEET**

**6.1 INTRODUCTION**

Proposer shall complete this cost sheet to include all costs, including travel and per diem, in accordance with the scope of work defined in Section III. Proposer may submit detailed cost sheets on reimbursable expenses, as back up to this summary page; however, total costs must be reflected on this summary page.

**6.2 COST FOR SCOPE OF SERVICES, SECTION III**

	<b>Projected Hours</b>	<b>Subtotal</b>
Scope of Services, Section 3.2 (a)		\$
Scope of Services, Section 3.2 (b, c)		
Scope of Services, Section 3.2 (d, e)		
Scope of Services, Section 3.2 (f, g, i)		
Scope of Services, Section 3.2 (h, j)		
Reimbursable Expenses		\$
Other cost not included in the above (describe)		\$
<b>TOTAL</b>		<b>\$</b>

This proposal submitted by: \_\_\_\_\_  
Company Name

Representative \_\_\_\_\_

Address \_\_\_\_\_

Phone & Email \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT**

Joshua Basin Water District

THIS AGREEMENT is made and effective as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the JOSHUA BASIN WATER DISTRICT ("DISTRICT") whose address is 61750 Chollita Road, Post Office Box 675, Joshua Tree, California 92252 and name \_\_\_\_\_, whose address is \_\_\_\_\_, telephone \_\_\_\_\_ fax \_\_\_\_\_ e-mail \_\_\_\_\_ Fed. Tax Id. No. \_\_\_\_\_ ("CONSULTANT").

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage the services of CONSULTANT to perform the services set forth in Section III ("Scope of Services") of the Request for Proposal and such additional services as may be assigned, from time to time, by DISTRICT in writing for the purpose of assisting DISTRICT'S BOARD OF DIRECTORS with recruiting and selecting candidates for the position of General Manager of the DISTRICT.

B. CONSULTANT agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented and warrants to DISTRICT that CONSULTANT possesses the necessary skills, qualifications, personnel and equipment to provide such services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONSULTANT agree as follows:

1. **Term of Agreement.** This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein.

2. **Services to be Performed by CONSULTANT.** CONSULTANT agrees to provide the services set forth in Section III (Scope of Services) of the Request for Proposals which is incorporated herein and made a part of this Agreement. DISTRICT may, from time to time, by written instruction issued by the DISTRICT to the CONSULTANT, make changes or authorize additional work, including, but not limited to, the issuance of additional instructions, on terms and conditions that are mutually satisfactory (hereafter "Task Orders"). The provisions of this Agreement shall apply to all such Task Orders. The Task Orders shall be in such a form and content as set forth in Exhibit "A-2" of this Agreement attached hereto.

3. **Associates and Subcontractors.** CONSULTANT may, at CONSULTANT's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONSULTANT deems necessary to perform each such assignment; provided, however, that CONSULTANT shall not subcontract any of the work to be performed without the prior consent of DISTRICT.

4. **Compensation.**

4.01 In consideration for the services to be performed by CONSULTANT, DISTRICT agrees to pay CONSULTANT as compensation for the services set forth in Section III (Scope of Service) of the Request for Proposal, a fixed price of \$ \_\_\_\_\_ to be paid in increments set forth in Exhibit "A-1" of this Agreement attached hereto.

4.02 DISTRICT shall reimburse CONSULTANT for reasonable and necessary expenses incurred by CONSULTANT in the performance of services for DISTRICT. Reimbursement shall be according to a schedule of reimbursable expenses included in each Task Order.

4.03 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, CONSULTANT agrees that payment of compensation earned shall be made in monthly installments within 30 business days after receipt of a detailed, written invoice describing in reasonable detail, to the extent applicable, the services performed, the time spent performing such services, the hourly rate charged therefor, the identity of individuals performing such services for the benefit of DISTRICT, and materials consumed or used. Such invoice shall also include a detailed itemization of authorized expenses incurred.

5. **Obligations of Consultant.**

5.01 CONSULTANT agrees to perform all assigned services in accordance with the terms and conditions of this Agreement and those specified in each Task Order.

5.02 Except as otherwise provided for in each Task Order, CONSULTANT will supply all personnel, materials and equipment required to perform the assigned services.

5.03 CONSULTANT shall keep DISTRICT informed as to the progress of the work assigned hereunder, by means of regular and frequent consultations. From time-to-time, when requested by the DISTRICT, CONSULTANT shall prepare written status reports.

5.04 CONSULTANT hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the services assigned by DISTRICT. Therefore, CONSULTANT hereby covenants and agrees to:

a. Obtain a comprehensive general liability insurance policy from a highly rated insurance company (minimum Best's Insurance Guide rating of "A:VII") licensed to do business in California in an amount of not less than one million dollars (\$1,000,000) per occurrence for all coverage naming DISTRICT as an additional insured using ISO additional assured. CONSULTANT shall have its insurer provide DISTRICT with a Certificate of Insurance verifying such coverage;

b. Obtain a policy of errors and omissions insurance in a minimum amount of one million dollars (\$1,000,000) per occurrence to cover any negligent acts or omissions committed by CONSULTANT, its employees and/or agents in the performance of any services for DISTRICT. CONSULTANT shall have its insurer provide DISTRICT with a Certificate of Insurance verifying such coverage;

c. Comply with all applicable local, state and federal laws, rules and regulations regarding, by way of example and not by limitation, nondiscrimination and payment of wages;

d. Provide worker's compensation insurance for CONSULTANT's employees and agents with limits as prescribed by law and custom.

CONSULTANT waives all rights of subrogation against DISTRICT. Evidence of all insurance coverage shall be provided to DISTRICT upon execution of this Agreement. Such policies shall be issued by a highly rated insurer (minimum Best's Ins. Guide rating of "A:VII") licensed to do business in California, and shall provide that they shall not be cancelled or amended without 30 days' prior written notice to DISTRICT. Self-insurance does not comply with these insurance specifications. CONSULTANT acknowledges and agrees that all such insurance is in addition to CONSULTANT's obligation to fully indemnify and hold DISTRICT completely free and harmless from and against any and all claims arising out of any, loss, injury or damage to property or persons caused by the negligent acts or omissions of CONSULTANT in performing services assigned by DISTRICT.

5.05 CONSULTANT and DISTRICT agree that DISTRICT, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to DISTRICT. CONSULTANT acknowledges that DISTRICT would not enter into this Agreement in the absence of the commitment of CONSULTANT to indemnify and protect DISTRICT as set forth here.

5.05.1 To the full extent permitted by law, CONSULTANT shall defend,

indemnify and hold harmless DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind (collectively "Costs"), whether actual, alleged or threatened, actual attorneys' fees incurred by DISTRICT, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of the negligent performance of this Agreement by CONSULTANT provided that the foregoing indemnity shall not apply to such Costs arising from or through the negligence, intentional acts or willful misconduct of DISTRICT'S employees, agents, directors and officials. All obligations under this provision are to be paid by CONSULTANT as they are incurred by DISTRICT.

5.05.2 Without affecting the rights of DISTRICT under any provision of this Agreement or this Section, CONSULTANT shall not be required to indemnify and hold harmless DISTRICT as set forth above for liability attributable to the negligence, intentional acts or willful misconduct of DISTRICT and DISTRICT'S employees, agents, board members, representatives, successors and assigns.

5.06 In the event that DISTRICT requests that specific employees or agents of CONSULTANT supervise or otherwise perform the services specified in each Task Order, CONSULTANT shall ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the services.

5.07 CONSULTANT shall be solely responsible for obtaining all permits, licenses and approvals necessary or applicable to the performance of services under this Agreement, unless otherwise expressly provided for in any Task Order issued pursuant to this Agreement. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONSULTANT shall provide all necessary supporting documents to be filed with such entity.

## **6. Obligations of DISTRICT.**

6.01 DISTRICT shall do the following in a manner so as not to unreasonably hinder the performance of services by CONSULTANT:

- a. Provide information, requirements and criteria regarding DISTRICT's project;
- b. Furnish all existing studies, reports and other available data and items pertinent to each Task Order that are in DISTRICT's possession;

c. Designate a person to act as a liaison between CONSULTANT and the Board of Directors of DISTRICT.

**7. Additional Services, Changes and Deletions.**

7.01 During the term of this Agreement, the Board of Directors of DISTRICT may, from time to time, and without affecting the validity of this Agreement or any Task Order issued thereunder, order changes, deletions and additional services by the issuance of written change orders authorized and approved by the Board of Directors of DISTRICT and CONSULTANT.

7.02 In the event CONSULTANT performs additional or different services than those described in any Task Order or authorized change order without the prior written approval of the Board of Directors of DISTRICT, CONSULTANT shall not be compensated for such services.

7.03 CONSULTANT shall promptly advise DISTRICT as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the Board of Directors of DISTRICT.

7.04 In the event that DISTRICT orders services deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONSULTANT shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Section 4 above.

**8. Termination of Agreement.**

8.01 In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order, and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, DISTRICT, or CONSULTANT, at its sole option, may terminate this Agreement at any time by giving 10 days' written notice to the other party, whether or not a Task Order has been issued to CONSULTANT.

8.03 In the event of termination, the payment of monies due CONSULTANT for work performed prior to the effective date of such termination shall be paid within 45 business days after receipt of an invoice as provided in this Agreement. Upon payment

for such services, CONSULTANT agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONSULTANT and pertain to DISTRICT.

**9. Status of Contractor.**

9.01 CONSULTANT shall perform the services assigned by DISTRICT in CONSULTANT's own way as an independent contractor, and in pursuit of CONSULTANT's independent calling, and not as an employee of DISTRICT. CONSULTANT shall be under the control of DISTRICT only as to the result to be accomplished and the personnel assigned to perform services as set forth in a Task Order. However, CONSULTANT shall regularly confer with DISTRICT's Board of Directors as provided for in this Agreement.

9.02 CONSULTANT hereby specifically represents and warrants to DISTRICT that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services. Further, CONSULTANT represents and warrants that the individual signing this Agreement on behalf of CONSULTANT has the full authority to bind CONSULTANT to this Agreement.

**10. Ownership of Documents; Audit.**

10.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONSULTANT in connection with the performance of services assigned to it by DISTRICT shall become the sole property of DISTRICT, and CONSULTANT shall promptly deliver all such materials to DISTRICT. At the DISTRICT's sole discretion, CONSULTANT may be permitted to retain original documents, and furnish reproductions. If DISTRICT uses such documents for any purpose other than for which they were prepared without CONSULTANT's prior written approval, DISTRICT hereby waives any claims against CONSULTANT and will hold CONSULTANT harmless from any claim or liability for injury or loss arising from DISTRICT's unauthorized use.

10.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONSULTANT shall not use for purposes other than the performance of this Agreement, nor shall CONSULTANT release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

10.03 CONSULTANT shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and

vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

#### **11. Miscellaneous Provisions.**

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 CONSULTANT shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 CONSULTANT shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the services authorized hereunder.

11.04 If required by law, CONSULTANT shall file Conflict of Interest Statements with DISTRICT.

11.05 Any dispute which may arise by and between the DISTRICT and the CONSULTANT, including the CONSULTANT's subcontractors, laborers, and suppliers, shall be submitted to binding arbitration. Arbitration shall be conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with its construction industry rules in effect at the time of the commencement of the arbitration proceeding, and as set forth in this Paragraph. Arbitration shall be conducted before a panel of three arbitrators, unless the PARTIES agree in writing to submit the matter before a single arbitrator. The arbitrators must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. The arbitrators' decision and award are subject to judicial review for errors of fact or law in accordance with Section 1296 of the Code of Civil Procedure, by a Superior Court of competent venue and jurisdiction. Discovery may be conducted in the arbitration proceeding pursuant to Section 1283.05 of the Code of Civil Procedure. Unless the PARTIES stipulate to the contrary, prior to the appointment of the arbitrators, all disputes shall first be submitted to non-binding mediation, conducted by either the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc./Endispute, in accordance with their respective rules and procedures for such mediation. In any arbitration or litigation arising



out of this Agreement, or the performance of any obligation under this Agreement, the arbitrators or the court in such arbitration or litigation shall award costs and expenses of arbitration or litigation, including mediation and arbitration fees and expenses, expert witness fees and attorneys' fees, to the prevailing PARTY.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement as of the day and year first above-written.

DISTRICT:  
JOSHUA BASIN WATER DISTRICT

CONSULTANT:

By \_\_\_\_\_  
President, Board of Directors

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT "A-1"**

**PAYMENT SCHEDULE**

**EXHIBIT "A-2"**

**TASK ORDER**

**JOSHUA BASIN WATER DISTRICT  
INDEPENDENT CONSULTANT'S TASK ORDER**  
Project Title: \_\_\_\_\_

TASK ORDER NO.: 1

CONSULTANT: Name:  
Address:  
  
Telephone:  
Fax:  
E-mail:  
Fed. Tax Id.:

THIS TASK ORDER is issued pursuant to that certain Agreement for Services by Independent Contractor between the JOSHUA BASIN WATER DISTRICT ("DISTRICT") and \_\_\_\_\_ ("CONSULTANT") dated \_\_\_\_\_ (the "AGREEMENT").

1. **Task to be Performed.** CONSULTANT shall provide all labor, materials and equipment to perform the following task (check one):

\_\_\_\_ See Exhibit "A", attached hereto  
\_\_\_\_ Description of Task:

2. **Time of Performance.** Time is of the essence. Therefore, CONSULTANT shall begin work within 5 days of the date this Task Order is signed by the DISTRICT and shall continue until this agreement is terminated by either party.

3. **Liaison of DISTRICT.** (Check one:) The Acting General Manager shall serve as liaison between DISTRICT and CONSULTANT.

4. **Staff Assignments.** CONSULTANT will assign the following staff personnel to perform the services required by this Task Order:  
(Check if Not Applicable:)

5. **Deliverables.** CONSULTANT shall deliver to DISTRICT not later than the date or dates indicated, the following: (Check if Not Applicable: \_\_\_\_\_)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **Compensation.** For all services rendered by CONSULTANT pursuant to this Task Order, CONSULTANT shall receive a total not-to-exceed lump sum of \$ \_\_\_\_\_ payable as follows: \_\_\_ Not Applicable.

7. **Reimbursable Expenses.** In addition to the compensation provided for in Paragraph 6 above, CONSULTANT (check one:) \_\_\_ shall/\_\_\_ shall not /be entitled to reimbursement for expenses. If authorized by this Task Order, reimbursable expenses shall be limited to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

8. **Miscellaneous Matters.** The following additional matters are made a part of this Task Order (check one):  
\_\_\_ Not applicable  
\_\_\_ See Exhibit "A", attached hereto; or  
\_\_\_ Description:

IN WITNESS WHEREOF, the parties have executed this Task Order on the date indicated below.

DISTRICT:  
JOSHUA BASIN WATER DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Directors

Print Name: \_\_\_\_\_

CONSULTANT:

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

EXECUTIVE RECRUITMENT FIRMS FOR RFP DISTRIBUTION

<b>COMPANY NAME</b>	<b>CITY</b>	<b>STATE</b>
Alliance Resource Consulting LLC	Long Beach	CA
Bob Murray & Associates	Roseville	CA
CPS HR Consulting	Sacramento	CA
Koff & Associates, Inc.	Emeryville	CA
L. B. Hayhurst & Associates	Santa Rosa	CA
Mathis Group	Napa	CA
Maximus	Los Angeles	CA
Neher & Associates	West Sacramento	CA
Park Square Executive Search	Menlo Park	CA

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer



**TOPIC:**

CONSIDER VOTING FOR THE ASSOCIATION OF CALIFORNIA WATER AGENCIES REGION 9 BOARD OF DIRECTORS RECOMMENDED SLATE OF CANDIDATES, INCLUDING JIM VENTURA, MOJAVE WATER AGENCY BOARD MEMBER

**RECOMMENDATION:**

Authorize submission of ballot to vote for the recommended slate of candidates including Jim Ventura for the seven-member ACWA Region 9 Board of Directors.

**ANALYSIS:**

Jim Ventura, a Joshua Tree resident, former JBWD Director and current Mojave Water Agency Director is running for election to the ACWA Region 9 Board. He is one of the ACWA Nominating Committee's recommended slate of candidates.

Joshua Basin Water District is located in Region 9 of the Association of California Water Agencies (ACWA). Region 9 covers San Bernardino, Riverside and Imperial Counties and includes about 50 public water agencies. ACWA is the largest group of public water agencies in the state and provides legislative and regulatory assistance to support the mission of its membership. In addition, ACWA provides training through periodic conferences which many of our directors attend, as well as professional development programs and training which our staff utilizes. The District purchases our employee health care benefits from ACWA as well as our liability, property and workers' compensation insurance, through their self-funded insurance program. ACWA also produces some periodic publications and offers a classified advertising service that allows us to reach those in our industry. ACWA has several recognition programs, such as safety awards, and offers scholarships for those pursuing degrees in water-related fields.

Responsibilities of the ACWA Region 9 Board are:

- 1) To provide a structure where agencies can come together and discuss/solve issues of mutual concern and interest; and provide input to the ACWA board.
- 2) To provide grassroots support for state and federal legislative matters and ACWA policy committees.
- 3) To provide a forum to educate local members on ACWA issues and priorities.
- 4) To assist with membership recruitment.
- 5) To take positions recommending specific to the ACWA Board on local, regional state and

federal issues.

- 6) To support program planning and activities for the region.
- 7) To participate and encourage involvement in ACWA's Outreach program.

We are well-invested in ACWA and having a local representative who knows our issues and our area on the Region 9 Board of Directors is an enormous benefit to the District.

The ballot is attached. The Board can determine to vote for the entire recommended slate of candidates, including Jim Ventura, or they could vote for others individually as indicated on the ballot. Each agency gets to submit one ballot and the ballots are due by September 30, 2013.

STRATEGIC PLAN ITEM:

N/A

FISCAL IMPACT:

N/A

*Sent via email August 1, 2013*

TO: ACWA REGION 9 MEMBER AGENCY BOARD PRESIDENT  
AND GENERAL MANAGER

***Ballot for Region 9 Board Election for the 2014-2015 Term***

It is time to elect the 2014-2015 ACWA Region 9 officers and board members who will represent and serve the members of Region 9. Attached, you will find the official ballot which includes the Region 9 Nominating Committee's recommended slate as well as individual candidates running for the Region 9 Board.

**Your agency is entitled to cast only one vote.** Please review the attached ballot and have your agency's authorized representative cast its vote for the slate as recommended by the Region 9 Nominating Committee or cast its vote for individuals for a Region 9 chair, vice chair and three to five board members.

**2014-2015 Region 9 Ballot is located HERE.**  
**Region Rules and Regulations are located HERE.**

**Submit the electronic ballot to ACWA by September 30, 2013.**  
*(Ballots received after September 30 will not be accepted.)*

**REMEMBER, YOUR VOTE IS IMPORTANT.** Region 9 board members are elected to represent the issues, concerns and needs of your region. The Region 9 chair and vice chair will serve on ACWA's board of directors for the next two-year term beginning January 1, 2014. Additionally, the newly elected chair and vice chair will make the Region 9 committee appointment recommendations to the ACWA president for the 2014-2015 term. Also, either the chair or vice chair will hold a seat on the ACWA Finance Committee.

If you have questions, please contact your Regional Affairs Representative, Marcia Wulff, at [Marciaw@acwa.com](mailto:Marciaw@acwa.com) or call 916-441-4545.

Thank you for your careful consideration and participation in the Region 9 election process.

*Ana Torres*

Regional & Member Services Specialist  
(916) 441-4545 ~ [anat@acwa.com](mailto:anat@acwa.com)  
910 K Street, Suite 100  
Sacramento, CA 95814

***Thank you for your membership and dedication to ACWA!***  
***For more information about ACWA membership or to become a member, please visit [www.acwa.com](http://www.acwa.com).***



# REGION 9 Board Ballot

2014-2015  
TERM



Association  
of California  
Water Agencies  
Since 1910  
Leadership • Advocacy  
Information • Service

Please return completed ballot  
by September 30, 2013

E-mail: anat@acwa.com  
Mail: ACWA  
910 K Street, Suite 100  
Sacramento, CA 95814

## General Voting Instructions:

- 1 You may either vote for the slate recommended by the Region 9 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.
- 2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

## Region 9 Rules & Regulations:

The chair and vice chair shall be elected one from each area and the positions shall be rotated between the Western and Arid areas of Region 9.

Submit

## 1 Nominating Committee's Recommended Slate

- I concur with the Region 9 Nominating Committee's recommended slate below.

### Chair:

- **West** – Harvey Ryan, Elsinore Valley Municipal Water District

### Vice Chair:

- **Arid** – Craig Ewing, Desert Water Agency

### Board Members:

- **West** – Joe Kuebler, Eastern Municipal Water District
- **West** – Mary Ann Melleby, San Geronio Pass Water Agency
- **Arid** – Ed Pack, Coachella Valley Water District
- **West** – Kathy Tiegs, Cucamonga Valley Water District
- **Arid** – Jim Ventura, Mojave Water Agency

OR

## Individual Board Candidate Nominations

- I do not concur with the Region 9 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

### Candidates for Chair: (Choose one)

- West** – Harvey Ryan, Elsinore Valley Municipal Water District

### Candidates for Vice Chair: (Choose one)

- Arid** – Craig Ewing, Desert Water Agency

### Candidates for Board Members: (Max of 5 choices)

- West** – Harvey Ryan, Elsinore Valley Municipal Water District
- West** – Joe Kuebler, Eastern Municipal Water District
- West** – Mary Ann Melleby, San Geronio Pass Water Agency
- West** – James Morales, East Valley Water District
- Arid** – Ed Pack, Coachella Valley Water District
- West** – Kathy Tiegs, Cucamonga Valley Water District
- Arid** – Jim Ventura, Mojave Water Agency

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE



JBWD  
12 pg  
AUG 8 2013  
RECEIVED BY: 

3654 East Highland Avenue, Suite 18, Highland, CA 92346  
P.O. Box 3427, San Bernardino, CA 92413

Serving Our Community for Over 50 Years

August 8, 2013

Susan Greer, General Manager  
Joshua Basin Water District  
61750 Cholita Rd  
Joshua Tree, CA 92252

Matt Le Vesque  
Chairman of the Board  
James Morales, Jr  
Vice Chairman  
Kip E. Sturgeon  
Board Member  
George E. "Skip" Wilson  
Board Member  
Ben C. Coleman  
Board Member  
John J. Mura  
General Manager/CEO  
Secretary

Dear Ms. Greer:

ACWA is a vital organization structured to bring together water agencies facing these challenges and providing a forum to identify, facilitate, and advocate issues of concern for the water industry and the public that it serves. Designed to address regional concerns, ACWA Region 9 is an expansive District comprised of San Bernardino, Riverside, and Imperial Counties.

Since April 2013, East Valley Water District Vice Chairman James Morales, Jr. has served on the ACWA Region 9 Board of Directors and has been actively involved in regional issues. As a candidate for the 2013 regional board, Vice Chairman Morales is an experienced professional and strong leader with the drive to represent our communities and the diverse challenges we face.

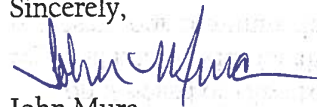
Having served on the East Valley Water District Board of Directors since 2005 and Vice Chairman since 2012, Mr. Morales has played an active role in the development of clear goals and performance measures for District activities in an effort to enhance transparency and efficiencies. As an active community member, he continually displays his leadership abilities and strong character.

Beyond his role as a governing board member, Vice Chairman Morales has over 14 years of experience working in the public sector and is well versed in the opportunities and challenges facing the region. He has direct experience in legislative efforts, fiscal policies, and capital improvement projects.

On behalf of the East Valley Water District Board of Directors, I respectfully request that your agency support James Morales, Jr. to serve on the 2013 ACWA Region 9 Board of Directors.

While a similar letter has been sent to your Board Chair for consideration, we recognize the importance of maintaining open lines of communication with General Managers of neighboring water agencies and their support staff regarding topics such as this. Should you have any additional questions about Vice Chairman Morales, please contact me at 909-885-4900 or [jmura@eastvalley.org](mailto:jmura@eastvalley.org)

Sincerely,



John Mura  
EVWD General Manager/CEO

Administration (909) 885-4900, Fax (909) 889-5732 • Engineering (909) 888-8986, Fax (909) 383-1481  
Customer Service (909) 889-9501, Fax (909) 888-6741 • Finance (909) 381-6463, Fax (909) 888-6741

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer 

TOPIC:

PRESENTATION ON CREDIT CARD ACCEPTANCE AND FEES

RECOMMENDATION:

Information Only – Receive presentation and ask questions.

ANALYSIS:

The District started accepting credit cards in 2006. Since that time, credit card use as well as merchant fees that we pay to accept credit cards has increased. Although credit card acceptance is a normal and expected part of conducting business in the 21<sup>st</sup> century, I grew concerned over the years as the fees continued to climb. We began a few years ago to isolate all credit card-related fees into one account, so we have a good history of the actual cost of credit card acceptance.

Although recent changes to the law have allowed some states to charge a 4% surcharge on credit card purchases, California is not included on the list, so that is not a legal option. We are authorized to charge a convenience fee for credit card purchases, however, which is different than the surcharge.

A convenience fee may only be charged for a bona fide convenience for providing a payment method outside of a merchant's normal business practice. The fact that the District did not accept credit cards for the first 45 years of our existence and nearly ¾ of our payments to this day still do not come via credit cards indicates that we are offering this service as a convenience, not because it is integral to our business operation.

We have prepared a presentation for the meeting that will explain the current situation including how many credit card payments we receive, what fees are incurred and associated security issues. The presentation will provide information about the challenge we're facing. A follow-up presentation at the next meeting will provide information about a proposed solution. You may surmise that I'm proposing that we charge our rate payers a convenience fee for use of credit cards. While that is certainly an option, that is not the proposal. We have another alternative that will save us money and not increase costs to credit card users either. Stay tuned.

STRATEGIC PLAN ITEM:

3.4.1 Identify Cost Savings

FISCAL IMPACT:

NA – information only

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer 

TOPIC:

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH THE JOSHUA BASIN CHAPTER OF AFSCME LOCAL 1902

RECOMMENDATION:

Approve Resolution 13-911

ANALYSIS:

The Union contract is expiring September 2<sup>nd</sup> and the attached Memorandum of Understanding (MOU) has been negotiated between the District and Union negotiating teams to replace that contract. The changes to the MOU are articulated on the attached memo from Steve Berliner.

Proposed changes to the MOU increase costs to the District and the amount is dependent upon the cost of living factor. The contract requires either a 2.5% or 5% salary increase each year, depending upon the Consumer Price Index as of December each year. We have analyzed the information and made two different assumptions, representing the best and the worst case scenarios.

Scenario 1, the best case scenario, assumes a 2.5% salary increase each of the three years and increases the costs to the District by \$90,600 or 4%.

Scenario 2, the worst case scenario, assumes a 2.5% salary increase this December and then 5% increases in December 2014 and December 2015. That scenario increases the costs by \$129,600 or 6%. We do not project the cost of living index to increase from the current 1.3% to more than 3.5% by December; the amount required to result in a 5% salary increase as of December 2013. An increase to the cost of living index of less than 3.5% results in a 2.5% salary increase.

STRATEGIC PLAN ITEM:

N/A

FISCAL IMPACT:

\$90,600 - \$129,600, depending on cost of living index over the next three years. Funding for the 13/14 portion will come from the budgeted net revenue of \$237,000. We are projecting revenues to exceed expenses by more than \$237,000 in the 13/14 budget. Funding for future years will have to be budgeted for or come from reserves.

RESOLUTION 13-911

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE JOSHUA BASIN WATER DISTRICT  
APPROVING A MEMORANDUM OF UNDERSTANDING WITH  
THE JOSHUA BASIN CHAPTER OF AFSCME LOCAL 1902

WHEREAS, the Board of Directors of the Joshua Basin Water District previously, by Resolution 10-863, established a Memorandum of Understanding between the District and AFSCME Local 1902, and

WHEREAS, the term of the previous Memorandum of Understanding will expire on September 2, 2013, and

WHEREAS, the District's negotiating team and the AFSCME negotiating team worked cooperatively to develop a new Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Joshua Basin Water District approve the attached Memorandum of Understanding for the term September 3, 2013 through September 2, 2016.

APPROVED AND ADOPTED this 21<sup>st</sup> day of August, 2013.

By: \_\_\_\_\_  
Mickey Luckman, President

Attest: \_\_\_\_\_  
Susan Greer, Acting Secretary

**LIEBERT CASSIDY WHITMORE**

**MEMORANDUM**

**CONFIDENTIAL AND ATTORNEY WORK PRODUCT**

**DATE:** August 15, 2013

**CLIENT-MATTER NO.:** JO060/014

**TO:** Susan Greer

**FROM:** Steven M. Berliner, Partner, Liebert Cassidy Whitmore

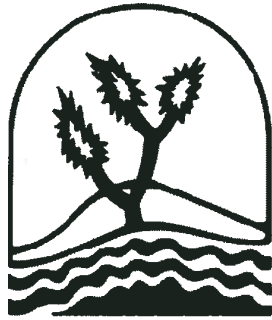
**RE:** Summary Of Changes To Memorandum Of Understanding (“MOU”) Between Joshua Basin Water District And The Joshua Basin Chapter Of AFSCME Local 1902 (Term Of MOU Is September 3, 2013 – September 2, 2016)

- 
1. Article 3 – Term: Updated to reflect new term (2013-2016).
  2. Article 7 – Definitions: Updated to reflect change in classification titles and supervisor/subordinate relationships; add definition of “Y-Rating.”
  3. Article 7.1 – Classifications: Updated to reflect newly created classifications and those being considered.
  4. Article 13 – Standby Time: Clarification of current pay practices and clean-up obsolete language.
  5. Article 17 – Salaries and Salary Ranges: Updated to reflect agreed upon salary structure for term of contract; clean up obsolete language; provide language for boot allowance only after a boot allowance policy is negotiated and adopted; and establish timelines for creating a compensation survey.
  6. Article 19 – Performance Evaluations: Revise so that all employees are evaluated annually at end of January or early February. Transition period for new and promotional employees.
  7. Article 21 – Employee Insurance Benefits: Updated to reflect agreed upon changes to contributions to Cafeteria Plan from \$850/month currently up to \$1,000/month by 2015 and 457 Plan matching contributions from 5% of employee contribution to 10%, but with current overall \$450/year cap.
  8. Article 22 – Time Off Benefits: Vacation and sick leave cannot be used prior to accrual; unused floating holidays may be cashed out through January of the following year.
  9. Article 23 – Excused Leaves of Absence: Require use of paid leave prior to taking unpaid leave.

August 15, 2013

Page 2

10. Article 32 – Drug and Alcohol Policy: Provide copy of relevant Department of Transportation regulations to employees upon request.
11. Article 31 – Reopener: Provides that the parties shall negotiate regarding several issues during term of MOU.



# **JOSHUA BASIN WATER DISTRICT**

Resolution No.

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
JOSHUA BASIN WATER DISTRICT  
AND THE JOSHUA BASIN CHAPTER  
OF AFSCME LOCAL 1902  
2013-2016**



**TABLE OF CONTENTS**

ARTICLE 1. PREAMBLE ..... 1

ARTICLE 2. AUTHORIZED AGENTS..... 1

ARTICLE 3. TERM ..... 1

ARTICLE 4. NONDISCRIMINATION..... 1

ARTICLE 5. GENDER ..... 2

ARTICLE 6. MANAGEMENT RIGHTS ..... 2

ARTICLE 7. DEFINITIONS ..... 3

ARTICLE 7.1 ALPHABETICAL LISTING OF GENERAL UNIT  
CLASSIFICATIONS ..... 5

ARTICLE 8. RECRUITING AND SELECTION ..... 5

    (A) PROMOTION ..... 6

ARTICLE 9. EMPLOYMENT OF RELATIVES..... 6

    (A) ANTI-NEPOTISM ..... 6

    (B) CLOSE FAMILY RELATIVE DEFINED ..... 6

    (C) EXISTING EMPLOYEES..... 7

ARTICLE 10. PROBATION ..... 7

    (A) INITIAL PROBATIONARY PERIOD ..... 7

    (B) REHIRE PROBATIONARY PERIOD ..... 7

ARTICLE 11. HOURS OF WORK..... 7

    (A) CONVENTIONAL WORK SCHEDULE ..... 7

    (B) NINE-EIGHTY (9/80) ALTERNATE WORK SCHEDULE..... 8

ARTICLE 12. PAYDAYS ..... 9

ARTICLE 13. STAND-BY TIME..... 9

ARTICLE 14. CALL BACK..... 10

ARTICLE 15. HOLIDAY PAY ..... 11

ARTICLE 16. OVERTIME PAY: NON-EXEMPT EMPLOYEES..... 11

ARTICLE 17. SALARIES AND SALARY RANGES..... 12

    (A) SALARIES ..... 12

    (B) SALARY SCHEDULE ADJUSTMENTS FOR SPECIFIC  
    CLASSIFICATIONS ..... 13

    (C) COMPENSATION AND JOB DESCRIPTION REVIEW ..... 13

ARTICLE 18. RECLASSIFICATIONS ..... 14

ARTICLE 19. PERFORMANCE EVALUATIONS ..... 14

ARTICLE 20. WORKING OUT OF CLASS .....	15
(A) SHORT TERM, TEMPORARY OR EMERGENCY ASSIGNMENTS ...	15
(B) OTHER TEMPORARY ASSIGNMENTS .....	16
ARTICLE 21. EMPLOYEE INSURANCE BENEFITS .....	17
(A) CAFETERIA PLAN .....	17
(B) HEALTH/DENTAL/VISION INSURANCE .....	17
(C) LIFE INSURANCE .....	18
(D) UNEMPLOYMENT INSURANCE .....	18
(E) CalPERS .....	18
(F) DEFERRED COMPENSATION/457 PLAN .....	18
ARTICLE 22. TIME OFF BENEFITS .....	19
(A) VACATIONS .....	19
(B) HOLIDAYS .....	20
(C) SICK LEAVE .....	22
ARTICLE 23. EXCUSED LEAVES OF ABSENCE .....	23
(A) ABSENCE FOR WORK-RELATED DISABILITY .....	23
(B) BEREAVEMENT LEAVE .....	24
(C) JURY DUTY .....	24
(D) MILITARY LEAVE.....	24
(E) PERSONAL LEAVE OF ABSENCE .....	24
ARTICLE 24 .....	25
(A) DEFINITION .....	25
(B) NOTIFICATION .....	26
(C) ABSENCE WITHOUT NOTICE .....	26
(D) DISCIPLINARY ACTION.....	26
ARTICLE 25. EDUCATION PROGRAM .....	26
(A) ON-DUTY EDUCATION .....	26
(B) OFF-DUTY EDUCATION .....	26
(C) REQUIRED CERTIFICATIONS OR LICENSES .....	27
ARTICLE 26. GRIEVANCE PROCEDURE .....	28
ARTICLE 27. DISCIPLINE AND DISMISSAL.....	29
(A) TYPES OF DISCIPLINE .....	30
(B) DISMISSAL .....	33

(C) APPEAL PROCEDURE FOR MAJOR DISCIPLINE ..... 35

(D) HEARING PROCEDURE..... 35

ARTICLE 28. LAYOFF OR REDUCTION IN FORCE ..... 37

ARTICLE 29. UNION..... 38

(A) UNION RIGHTS ..... 38

(B) USE OF DISTRICT FACILITIES ..... 38

(C) DUES DEDUCTIONS ..... 39

(D) AGENCY SHOP (FAIR SHARE SERVICE FEE) ..... 40

(E) ACCESS TO WORK LOCATIONS..... 41

(F) BULLETIN BOARDS..... 41

ARTICLE 30. SEVERABILITY ..... 41

ARTICLE 31. FULL UNDERSTANDING, MODIFICATION AND WAIVER ..... 41

ARTICLE 32. DRUG AND ALCOHOL POLICY ..... 42

ARTICLE 33. INCOMPATIBLE WORK ..... 43

ARTICLE 34. REOPENER .....42

**ARTICLE 1. PREAMBLE**

This Memorandum of Understanding (hereafter referred to as MOU or Agreement) is made and entered into by and between the Joshua Basin Water District (hereafter referred to as the District) and the Joshua Basin Chapter of the American Federation of State, County and Municipal Employees (AFSCME), Local 1902 (hereafter referred to as the Union).

**ARTICLE 2. AUTHORIZED AGENTS**

Authorized Agents

For purposes of administering the terms and provisions of this MOU the authorized agents of the parties and their mailing addresses are as follows:

District: General Manager  
Joshua Basin Water District  
P.O. Box 675  
Joshua Tree, California 92252

Union: President  
Joshua Basin Chapter  
c/o AFSCME Local 1902  
700 N. Alameda St., #2-219  
Los Angeles, California 90012-2944

Any notices or other written communication between the parties shall be served by certified mail.

AFSCME is the formally recognized employee organization for District employees in the General Unit and includes all regular, part-time, probationary, and temporary employees.

**ARTICLE 3. TERM**

This MOU shall be effective as of September 3, 2013, subject to ratification by the District’s Board of Directors and shall remain in full force and effect through and including September 2, 2016. Union to submit an outline of conceptual ideas to the District between 90-150 days prior to expiration of this MOU.

**ARTICLE 4. NONDISCRIMINATION**

There shall be no discrimination on the part of the District towards any employee or group of employees on any basis forbidden by state or federal law applicable to the District.

**ARTICLE 5. GENDER**

Whenever the masculine or feminine form of any word is used in this policy, it also includes the other gender unless the context clearly indicates a contrary intent.

**ARTICLE 6. MANAGEMENT RIGHTS**

Except as expressly limited by the provisions of this policy, all management rights, including the control, direction, and supervision of all District operations and personnel are vested in the District. Such rights include, but are not limited to:

- (A) To hire new employees;
- (B) To direct the work force;
- (C) To determine the types, kind, nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility;
- (D) To hire outside companies and vendors to perform services. The District recognizes its obligation to meet and confer upon request prior to such contracting out as to the impact of such decisions. However, the District shall have no obligation to meet and confer with the Union prior to hiring temporary employees to perform bargaining unit work, from a temporary agency or otherwise, regarding its decision to hire temporary employees or its impacts on bargaining unit members. The Union specifically waives such meet and confer obligation;
- (E) To increase and decrease the amount of work available;
- (F) To determine the types of work to be performed;
- (G) To establish and enforce job standards; qualifications;
- (H) To determine employee health and property protection measures;
- (I) To determine job content;
- (J) To change materials, processes, services, equipment, jobs, operations, locations and the number and type of equipment and facilities.
- (K) To transfer, promote, demote, layoff and recall employees;
- (L) To counsel, reprimand, suspend, discharge or otherwise discipline employees for cause;
- (M) To schedule working hours and assign work;
- (N) To establish, modify or change work schedules or standards;

- (O) To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performances; and the procedures for said assessment;
- (P) To determine the size and composition of the work force;
- (Q) To determine policy and procedures affecting the selection or training of employees;
- (R) To schedule the operation of and to determine the number and duration of shifts;
- (S) To transfer work from one job to another or from one location to another;
- (T) To introduce new, improved or different methods of operations or to change existing methods;
- (U) To layoff employees from duty for lack of work or lack of funds. Prior to laying off any employees in a classification, the District shall first cancel any contracts with a contractor to the extent that the contractor is substantially performing work required in the job description of the classification subject to layoff and to the extent such cancellation is lawful;
- (V) To establish and determine job classifications, descriptions, requirements and salaries;
- (W) To promulgate, modify and enforce work and safety rules and regulations;
- (X) To take such other and further action as may be necessary to organize and operate the District in the most efficient and economical manner and in the best interest of the public it serves;
- (Y) To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities. However, the District recognizes its obligation to meet and confer upon request prior to such contracting out as to the impact of such decisions. However, the District shall have no obligation to meet and confer with the Union prior to hiring temporary employees to perform bargaining unit work, from a temporary agency or otherwise, regarding its decision to hire temporary employees or its impacts on bargaining unit members. The Union specifically waives such meet and confer obligation; and
- (Z) If the exercise of these rights affects wages, hours or terms and conditions of employment, the District may act to exercise its rights but will meet and confer, prior to implementation, on the effects of its actions.

**ARTICLE 7. DEFINITIONS**

For purposes of this MOU, the following definitions shall apply:

- (A) DISTRICT – This shall mean the Joshua Basin Water District.
- (B) BOARD OF DIRECTORS – This shall mean the Board of Directors of the District.
- (C) HUMAN RESOURCES– Means the H.R./Administrative Services Supervisor of the District, or the District’s duly appointed designee.
- (D) FULL-TIME EMPLOYEE – This shall mean all employees employed by the District for employment on a regular basis of forty hours per week and paid by the hour or by the month, and who have successfully completed their probationary period.
- (E) PART-TIME EMPLOYEE - This shall mean all employees employed by the District for employment on a regular basis for less than forty hours per week and paid by the hour or by the day, and who have successfully completed their probationary period.
- (F) TEMPORARY EMPLOYEE – This shall mean any employee employed by the District for a period of time not-to-exceed twelve months and are paid by the hour or by the day. Extension beyond twelve months will require mutual agreement of the District and the Union. Temporary employees do not obtain any property rights in the temporary position they are filling.
- (G) DELEGATION OF RESPONSIBILITY BY THE GENERAL MANAGER – This shall mean that in the absence of the General Manager, his designated representative shall act in his behalf.
- (H) SUPERVISOR – This shall mean the Chief of Operations of the District for the Field Maintenance and production employees, and the H.R./Administrative Services Supervisor for the Field and Office Customer Services staff, and the Assistant General Manager/Controller for the accounting/finance staff.
- (I) DEPARTMENT MANAGER – This shall mean the Chief of Operations of the District for the field maintenance employees, and the Assistant General Manager/Controller of the District for the office accounting, engineering, clerical and customer service employees.
- (J) GENERAL UNIT – This shall mean the employees represented by AFSCME Local 1902 and subject to this MOU in the classifications listed in Article 7.1.
- (K) REGULAR EMPLOYEE – This shall mean a full-time or part-time employee who has successfully passed probation.
- (L) ELIGIBLE EMPLOYEE – This shall mean a full-time, non-temporary employee, whether having passed probation or

not, beginning the first of the month following 30 days after employment.

- (M) EMPLOYEE RELATIONS OFFICER – The Employee Relations Officer will be the District’s primary point of contact for the Union regarding administration of this MOU and related activities such as the filing of grievances. This shall mean the H.R./Administrative Services Supervisor unless otherwise appointed by the General Manager.
- (N) BREAK IN SERVICE – A break in service is defined as any separation from employment status for more than 120 days. Absence for military recall is not a break in service.
- (O) Y-RATING – Y-Rating is defined as freezing an employee at their current salary. These employees are not eligible for any pay increase until their next performance evaluation of Excellent or better.

**ARTICLE 7.1 ALPHABETICAL LISTING OF GENERAL UNIT CLASSIFICATIONS**

Accounting Technician  
Accounts Receivable Clerk  
Construction and Maintenance I  
Construction and Maintenance II  
Construction and Maintenance Lead  
Customer Service Representative  
Field Service Technician  
Lead Customer Service Representative  
Part-Time General Office  
Senior Administrative Assistant  
Water Production Operator I  
Water Production Operator II  
Water Production Operator Lead

Cross Connection Controller, which would be part of this unit, is currently under review by the District and that classification may be added to the unit during the term of this MOU. In addition, a second new classification, Distribution Lead Worker, may be created by reclassifying one Construction Maintenance II employee. The District and Union will meet and confer during the term of this MOU to discuss the components of the job description for Distribution Lead Worker.

**ARTICLE 8. RECRUITING AND SELECTION**

The following steps govern the General Unit recruiting and selection process:



1. Upon a position being vacated, if it is determined that the position will be filled, the General Manager will determine, based on consultation with the Department Manager/Supervisor, whether the position will be filled by a temporary employee and/or on a full or part-time basis.
2. Employees who are interested must apply through the regular process. All open positions will be posted internally. The District may, but need not, advertise an open position outside the District.
3. Also at the District's sole discretion, it may use an outside temporary employment agency to fill an open temporary position. If the District uses an outside employment agency to fill an open temporary position, the following subsections of this article shall also not apply: 2, 4.
4. All qualified internal candidates will be scheduled for testing and/or an interview.

**(A) PROMOTION**

Promotion means to be appointed on a permanent basis to a position with a salary range that exceeds the salary range of the existing position. Employees who are promoted into a new position shall receive a salary increase to the next highest step in the new classification that is at least 5% above their current salary. Promoted employees must complete a six-month trial period unless extended one time by mutual agreement of the District and the employee for up to an additional six months. At any time during the promotional trial period, an employee may be returned to their previous position without due process.

**ARTICLE 9. EMPLOYMENT OF RELATIVES**

**(A) ANTI-NEPOTISM**

The District shall not employ any person who is a close family relative of another District employee except with the express written authority of the General Manager. The purpose of this provision is to promote public confidence in the integrity and efficiency of the District's forces, to promote consistent and equitable treatment of District employees, to prevent breaches in confidentiality, and to prevent favoritism and the perception of favoritism.

**(B) CLOSE FAMILY RELATIVE DEFINED**

Close family relatives include; Spouses, Parents, Children, Brothers, Sisters, Adopted Children, Grandparents, Grandchildren, Aunts, Uncles, Cousins, Mothers-in-law, Fathers-in-law, Brothers-in-law, Sisters-in-law, Step Children and Step Parents.

**(C) EXISTING EMPLOYEES**

This provision shall also apply to District employees who become related by marriage after the effective date of this MOU.

**ARTICLE 10. PROBATION**

**(A) INITIAL PROBATIONARY PERIOD**

All new employees or employees reassigned from one classification to another classification with the same pay range serve an initial probationary period beginning with the date of hire, or transfer, and extending to at least the first day of the pay period following twenty-six weeks of continuous employment. Absence without pay, sick leave, short-term and long-term disability and Worker's Compensation leave do not provide an opportunity to judge an employee's capability to meet performance expectations for a position, and thus the time spent on such leaves will not be included towards completion of the probationary period and will result in an extension equal to the duration of the absence. A probationary employee is an at-will employee during the term of their probation and may be released during, up to and through the end of the last day of the twenty-sixth week, or later if extended pursuant to this Article at the discretion of the District. Recourse to the Grievance Procedure shall be limited to failure to properly calculate extension periods. Upon successfully completing the twenty-six week probationary period, the employee shall be eligible for his/her first merit increase.

**(B) REHIRE PROBATIONARY PERIOD**

Employees who are rehired following a break in service must complete a new probationary period whether or not one was previously completed. An employee may be released during their Probationary Period at the discretion of the District. Recourse to the Grievance Procedure shall be limited to failure to properly calculate extension periods.

**ARTICLE 11. HOURS OF WORK**

**(A) CONVENTIONAL WORK SCHEDULE**

Working hours of all personnel will be set by the General Manager. The normal work schedule for full-time employees shall be either forty hours

over five consecutive workdays per week, or for those employees on the 9/80 schedule, the employee will work nine (9) shifts in a pay period, totaling forty (40) hours in each of the two (2) FLSA workweeks in a pay period. The regular workday will mean eight or nine consecutive hours of work in a workday, exclusive of an unpaid meal period of one-half (1/2) hour or one (1) hour, which shall be determined by the General Manager. Employees shall receive rest periods not to exceed fifteen minutes no more than twice in a shift, to be scheduled at the Department Manager's/Supervisor's discretion. Rest periods may not be avoided or accrued for the purpose of obtaining time off or shortening the regular shift.

Administrative Office Hours - Normally, Monday through Friday from 8:00 a.m. to 5:00 p.m. However, to ensure proper service to the District's clients, the General Manager may schedule office workers from 7:45 a.m. to 4:45 p.m. or from 8:15 a.m. to 5:15 p.m.

Field Operations Hours – Normally, Monday through Friday from 7:00 a.m. to 4:00 p.m. when a one (1) hour lunch break is granted, and 7:00 a.m. to 3:30 p.m. when a one-half (1/2 hour) lunch break is granted or for those employees on the 9/80 schedule, Monday through Friday from 6:00 a.m. to 3:30 p.m., when a one-half (1/2) hour lunch break is granted, and 6:00 a.m. to 4:00 p.m., when a one (1) hour lunch is granted. On Fridays, employees on the 9/80 schedule will alternate between working an eight (8) hour day and having the day off. On those Fridays on which the employees work, their schedule shall be from 6:00 a.m. to 2:30 p.m., when a one-half (1/2) hour lunch is granted and 6:00 a.m. to 3:00 p.m., when a one (1) hour lunch is granted. Employees may not, without prior approval from the Chief of Operations, alter their starting or ending times, take lunches longer or shorter than scheduled nor, if they are on the 9/80 schedule, alter the designated time for their lunch break on Fridays. Employees on the 9/80 schedule may not take their lunch break on Friday until at least four (4) hours after the regular starting time of their shift on Friday.

### ***(B) NINE-EIGHTY (9/80) ALTERNATE WORK SCHEDULE***

The Nine-Eighty (9/80) alternate work schedule may be implemented for employees in the general unit staff classifications at the discretion of the General Manager.

This schedule shall consist of four consecutive nine-hour days with the fifth consecutive day as an eight-hour day or a regular day off. The eight-hour day and the regular day off shall alternate from week to week. The FLSA seven (7) day workweek for employees on the Nine-Eighty (9/80) schedule shall commence at the middle of the eight hour day (4 hours into the scheduled shift) or regular day off and end at the same time seven (7) days later on the regular day off/eight hour day.

Subsequent decisions to change from the normal work schedule in Article 11 to the Nine-Eighty (9/80) schedule and vice versa and its effects shall be subject to meet and confer. Lunch periods for employees on a 9/80 schedule are set forth in subsection (A) above.

## **ARTICLE 12. PAYDAYS**

All employees will be paid every other week on Friday, except when these dates fall on a holiday. When this occurs, payment will be made on the preceding business day. The biweekly payroll covers work performed during the two weeks ended on the preceding Friday.

Any change to a payroll withholding item, including but not limited to changes to an employee's W-4 form, other withholding and/or contributions to the District's 457 Plan submitted to the District before the end of one payroll period will be effective the start of the next payroll.

## **ARTICLE 13. STAND-BY TIME**

- (A) One field employee will work the standby shift (the Stand-By Person), on a rotating basis. Standby duty is required of all field employees. The Standby Person must be available to assist customers, attend to wells, reservoirs, or any other District property for call back at any time. The General Manager may authorize an employee to be on Secondary Stand-By. The Secondary Stand-By employee will be back up for the Primary Stand-By person.
- (B) A stand-by shift shall be defined as beginning at 3:30 p.m. on Thursday and shall continue for 7 consecutive days. The employee on stand-by duty shall be available, by way of their home phone, cell phone, District radio and/or the paging device furnished by the District, for any emergency call out that might arise during the hours of their stand-by shift. The employee on stand-by duty shall be compensated at the rate of one hour of straight-time pay per day Monday-Friday and two hours of straight-time pay per day on Saturday and Sunday for the primary stand-by duty and for secondary stand-by duty for each day the employee completes on stand-by. Either the primary or secondary standby employee will perform telemetry duties. An employee who uses sick leave during their stand-by shift shall not receive stand-by pay for that day. Failure to be contacted and/or failure to respond to a call-out will be the subject of disciplinary action by the District up to and including termination. A stand-by employee may be required to inspect equipment on Saturdays, Sundays and District holidays. In

addition to the stand-by pay, the stand-by employee shall be paid for his or her actual time spent in performing those inspections at time and one-half the regular rate of pay. The employee shall put this time on his or her timecard. Since the inspections are a regular ongoing requirement, the District may reduce the hours to be worked by the stand-by employee during the workweek to offset the additional cost to the District of the inspections. If an employee serves a call-back period during the same timeframe, the inspection overtime work will apply toward the unused call-back period and not be paid in addition. If the inspection overtime work exceeds the call-back period, additional overtime will be paid. If the inspection overtime work occurs on a holiday, the overtime work will be applied against Standby Holiday Pay (see Article 15) to the extent that the Standby Holiday Pay is NOT consumed by call-backs.

- (C) Standby duty assignment will be established by the Chief of Operations on an equal, rotating basis. If an employee is unable to perform his assigned standby duty, he shall find a qualified replacement and notify the Chief of Operations or other Supervisor if the Chief of Operations is unavailable. Should he be unable to find a replacement, and is physically able to perform the duty, then the employee shall perform his assigned stand-by duty. An employee who does not report for work due to illness (except to attend normal doctor or dental appointments) shall not be allowed to serve standby duty until after their next regularly scheduled shift. Geographic unavailability and/or being under the influence of a mind-altering substance will not be a valid excuse for failure to perform an assigned standby duty. Should he be physically unable to perform the stand-by duty, the Chief of Operations shall find a qualified replacement. Refusal to perform assigned stand-by duties is cause for disciplinary action up to and including termination.
- (D) At the District's discretion, an employee on stand-by status may be allowed to take home a suitable equipped District vehicle. An employee on stand-by with a District vehicle may conduct personal business along the route between work and home. Alcoholic beverages may not be consumed in District vehicles.

#### **ARTICLE 14. CALL BACK**

Call back refers to the time an employee is called upon to perform work (either by physically reporting to a work site or performing work by computer) after having left the District's facilities at the end of their regular

workday. Employees are entitled to call back pay as set forth in this Article if they worked the full day preceding the call back or were on a full workday of paid leave or combination thereof or were otherwise not scheduled that day. This time shall be paid at 1 1/2 times the regular hourly rate for the actual time worked, with a minimum of two hours pay, if the call back requires a response in excess of a telephone call, e-mail, or other electronic response (e.g., telemetry operator response to alarm). If the call back involves only a telephone call, e-mail, or other electronic response, the employee shall be paid for his/her actual time responding to the telephone call, e-mail or other electronic response. If more than one call back is received during the minimum call back period and the additional call(s) can be completed within the minimum call back period, an employee will only be compensated for one minimum call back period. The District retains the right to require the employee to remain at work and perform other duties if the work they are called back to perform is completed in less than the guaranteed two hours. Once contacted, refusal to perform call back services, unless the employee is physically, geographically or legally incapable, is cause for disciplinary action up to and including termination.

The call back pay is in addition to the standby pay and overtime pay for performing inspections on weekends and holidays, as described in Article 13.

Employees shall wear a uniform when responding to call outs for ease of identification from outside the vehicle.

#### **ARTICLE 15. HOLIDAY PAY**

Employees who are required to work on a Holiday, will receive compensation at 1½ times the regular hourly rate in addition to their regular pay for actual hours worked (2½ times the regular hourly rate).

An employee who serves Standby on a holiday receives eight (8) hours of overtime in addition to their regular pay for the holiday (2½ times the regular hourly rate). This compensation is intended to provide advance consideration of four minimum call back periods. Any time spent performing work in excess of 4 call back periods on a holiday will be compensated at 2½ times the regular hourly rate. The Standby holiday pay provision applies to employees whose Standby shift starts or ends on a District observed holiday.

#### **ARTICLE 16. OVERTIME PAY: NON-EXEMPT EMPLOYEES**

Employees working a conventional schedule as defined in Article 11(A), will be compensated at 1½ times their regular hourly rate after eight hours per day, and 2 times the regular hourly rate of pay after twelve hours per day. Such overtime payments shall serve as an offset against overtime

due for exceeding forty (40) hours of work in a seven (7) day workweek. For example, if an employee works two hours of overtime on Monday, and works his/her regular shift the rest of the week, the employee will have worked 42 hours in that workweek. The employee is not entitled to receive another two hours of overtime pay for exceeding 40 in a workweek, as the employee was already compensated by the overtime pay for Monday's overtime.

An employee must have prior supervisory approval to work any overtime. Employees shall not be permitted to work on their own initiative before or after scheduled working hours or during non-paid meal periods or breaks without prior approval of the supervisor. The only exceptions to this requirement is the field person assigned to stand-by duty, emergencies, and where prudent for operational efficiencies. In these instances, the employee will attempt to obtain approval from the supervisor in advance, or if unable, will advise the supervisor no later than the next day. All employees must complete and sign a daily time sheet reflecting actual hours worked each day, including overtime. The time sheet must be verified and signed by the employee's supervisor. For purposes of this article, a "day" shall be the 24 hour period beginning at the start of the employee's regularly scheduled shift.

Employees on the alternate 9/80 schedule as defined in Article 11(B) will be compensated at 1-1/2 their regular hourly rate after nine (9) hours per day (eight (8) hours per day on the alternate Friday on,) and 2 times their regular hourly rate after twelve hours per day. Such overtime payments shall serve as an offset against overtime due for exceeding forty (40) hours of work in a seven day workweek. The example set forth above shall apply in this situation as well.

## **ARTICLE 17. SALARIES AND SALARY RANGES**

### **(A) SALARIES**

The salary ranges for employees in the General Unit will change as follows: Effective with the first full pay period after January 31, 2014/15/16 one or two steps, each 2.5%, will be added to the top of the salary range for all classifications in the general unit based on the increase over the previous twelve months in the cost of living as defined below:

If the cost of living is less than 3.5%, a top step of 2.5% will be added to all salary ranges. If the cost of living is equal to or greater than 3.5%, two steps at 2.5% each will be added to the top of all salary ranges. The District at its discretion may delete lower steps providing no employee currently occupies the step. Employees who achieve an overall excellent rating on their annual performance evaluation shall be moved to the next step at 2.5% above their current step or two steps at 5% above their current step

based on the cost of living calculation. Employees who have not achieved an overall performance evaluation of excellent or greater shall not be entitled to the Cost of Living Adjustment and shall be Y-rated. The cost of living for purposes of this Article shall be the Consumer Price Index (CPI-U) available from the United States government on December 31, 2013, 2014 and 2015 for the preceding twelve (12) months for the San Bernardino/Riverside County area (utilizing the Los Angeles/ Riverside/ Orange County area, Urban Wage Earnings and Clerical Workers data).

Revised wage rates and ranges pursuant to this Article for each classification covered by this MOU will be generated by the District yearly when adjustments are required under this MOU. Employees will be placed in their salary ranges according to their job classification. The wage rates and ranges pursuant to this Article, reflecting the salaries in effect at ratification of this MOU, are set forth in Attachment 1.

Employees will continue to be eligible for merit increase as stated in Article 19.

#### Field Technician and Lead

The salary ranges for employees designated as Field Technician shall have their salary ranges set at 10% below the respective step for the Maintenance II classification. The salary ranges for employees designated as lead workers in the field shall be set at 15% above the respective step for the Maintenance II classification.

#### **(B) BOOT ALLOWANCE FOR FIELD EMPLOYEES**

During the term of this MOU, the District and the Union shall reopen the MOU to negotiate a Boot Allowance Policy for field employees, according to the terms set out in Article 34. The District and Union have agreed that the maximum annual allowance shall be \$100.00. Reopener negotiations shall address issues regarding procedure for reimbursement.

#### **(C) COMPENSATION AND JOB DESCRIPTION REVIEW**

A comprehensive review of all job descriptions and total compensation (i.e., wages, health, and retirement benefits) will be conducted for each general unit job classification, or benchmark position, as available, beginning in year (2) of the 2013 through 2016 MOU and this review shall be started in January of 2015 and completed by January of 2016. The review shall be used for the express purpose of salary and benefits adjustment recommendations for the general unit members and



to update job description requirements of general unit members. The work of developing the basic standards and metrics for the compensation survey will begin in September 2013 and will be completed by May 2014, in monthly meetings between the negotiating team of the District and the Union, and will continue until a final draft is developed and presented to the Board of Directors and then ratified by both sides. This is to be completed before the selection of the pool of up to 20 water districts which are chosen to serve as the compensation survey base. Five to ten districts shall emerge as the standard and whenever one agency is merged or eliminated, the District and Union will meet and confer to select a replacement agency or agencies. The selection of the 20 agencies will be completed by December 31, 2014. The pool of agencies and the selection of primary agencies which shall serve as the compensation survey base will serve as the foundation for future compensation surveys. The intent is to determine a fixed number of agencies that will be accepted as comparable by the Union and the District. The District is not committing, at the time this MOU is entered into, to be tied to any ranking within the compensation survey base. Whether or not the District will be tied to any ranking within the compensation survey base may be a matter subject to future negotiations between the District and the Union.

#### **ARTICLE 18. RECLASSIFICATIONS**

The District may conduct classification studies at its discretion to ensure that the duties and responsibilities of all employees are appropriately allocated within the classification structure. Reclassification of current positions shall be subject to meet and confer with the Union. Payrate changes to reclassified positions shall be subject to mutual agreement. Employees working out of class pursuant to Article 20 shall not be considered reclassified for purposes of Article 18.

#### **ARTICLE 19. PERFORMANCE EVALUATIONS**

A performance evaluation will be conducted by each employee's direct supervisor on an annual basis during the term of this agreement, such review will be presented to the employee within one week (before or after) January 31.

All employees covered by this MOU will have their performance evaluations converted to a common evaluation date of January 31<sup>st</sup> of each year beginning with January of 2014.

New hires and promoted employees shall have their first annual review one year after their starting or promotion date. New hires and promoted employees shall convert to the January 31 review date upon completion of their probationary period. During any of these transition periods, there shall be no retroactivity with regard to step increases.

Using the Performance Evaluation form provided by Human Resources, and approved by the General Manager, Supervisors will document an employee's performance during the preceding twelve months in a written essay format. The "employee's performance" includes, but is not limited to: possession of state licensing documents and/or completion of continuing education requirements (if required), evaluation of the quantity and quality of production in completing job duties, attendance and tardiness, disciplinary actions, attitude towards job and supervision, relationships with other employees, and such other factors as may affect the performance of job duties. The completed performance evaluation form will be submitted to the General Manager for review.

After consultation with the Supervisor and based upon the written evaluation, the General Manager will assign a numerical "grade" to the employee's overall performance. The grade will then be assessed against the following scale: 70-80 = Satisfactory Performance of Job Duties, 80-90 = Excellent Performance of Job Duties, 90-100 = Outstanding Performance of Job Duties. Once a numerical grade has been assigned, the Supervisor will meet with the employee and review the evaluation form with the employee. A copy of the completed evaluation form and any attachments will be provided to the employee.

A Satisfactory rating will result in no merit increase being awarded, however, the employee will be retained in their position with the District for another twelve months. An Excellent rating will result in the employee receiving a 2.5% merit increase or one step, whichever is greater. An Outstanding rating will result in the employee receiving a 5.0% merit increase or two steps, whichever is greater.

Any employee receiving less than a satisfactory rating will be subject to the disciplinary provisions of Article 29 (Discipline and Dismissal). Such employees will be given a time period of ninety (90) days to bring their performance up to a Satisfactory level or they will be subject to further disciplinary action up to and including termination. After the completion of the 90 (days), the employee will be reevaluated and if improvement has not occurred, Dismissal action pursuant to Article 29 Discipline and Dismissal, will occur.

Any merit increases awarded as part of a performance evaluation will take effect on the first pay period following the date of the anniversary of

the completion of their probationary period, or, if applicable, the completion of their promotion probationary period.

## **ARTICLE 20. WORKING OUT OF CLASS**

### **(A) SHORT TERM, TEMPORARY OR EMERGENCY ASSIGNMENTS**

No employee shall be required to perform duties, more than 50% of their working time, which are not related both in kind of work and level of responsibility to duties formally assigned in his or her job description without additional compensation as set forth in this section, except on a short term basis or temporary or emergency basis. For purposes of this section, "short term or temporary or emergency basis" means 25 consecutive working days. After the 25<sup>th</sup> consecutive working day, the employee shall prospectively receive the minimum salary of the other class or a 5% differential, whichever is greater, for the duration of the assignment. If the 5% differential will result in the employee not being on a step on the salary range for the out of class position, the employee will be placed in the next highest step. No such assignment shall exceed six months, unless the District and the Union agree. Documentation that the employee has been in such short term, temporary or emergency assignments shall be kept including time sheet notations approved by the General Manager or his/her designee.

### **(B) OTHER TEMPORARY ASSIGNMENTS**

An employee may be temporarily assigned to an open position in a job description higher than the position he or she occupies, other than on a short term or temporary or emergency basis, only by written authorization from the General Manager. The employee so assigned shall be granted a temporary salary increase of no less than the minimum salary level of that position, or five percent (5%) whichever is greater, for the duration of the temporary reclassification. No such temporary reclassification shall exceed six (6) months, unless the District and the Union agree. No employee will be classified as working out of class unless such assignment is confirmed in writing by the General Manager. Such written authorization shall include the estimated term of such temporary reclassification and the temporary salary increase granted.

In the absence of any written authorization from the General Manager that the employee has been approved to be temporarily assigned to another position, such employee shall serve in that higher position only on a short-term or temporary or emergency basis, and shall not be entitled to any higher salary or other benefits of the higher position. The position vacated by the employee who is temporarily reclassified shall not be permanently

refilled until the temporarily reclassified employee either is permanently appointed to the new position or returned to his or her prior position.

Any employee voluntarily working out of class for a period in excess of the limits specified herein shall promptly inform the supervisor or department head, who shall inform the General Manager of such work out of class. Any employee who is directed to continue to work out of class by their supervisor without the General Manager's authorization shall immediately inform the General Manager, and shall suffer no retaliatory act against them for providing such information. Any employee who thereafter still continues to work out of class in excess of the term specifically authorized in writing by the General Manager, shall incur no rights to any continued temporary salary increase or other benefits of the higher position, and the District shall incur no liability or obligation to such employee.

## **ARTICLE 21. EMPLOYEE INSURANCE BENEFITS**

### **(A) CAFETERIA PLAN**

Effective with the first full pay period beginning in September, 2013, the District shall contribute \$900.00 per month for each Eligible Employee to be used for employee health, dental, vision and related insurance benefits. Effective with the first full pay period beginning in September, 2014, the District's contribution shall increase to \$950.00 per month. Effective with the first full pay period beginning in September 2015, the District's contribution shall increase to \$1,000.00 per month.

From the monthly benefit, the District shall deduct the "employee only" mandatory premiums for the District's dental and vision insurance coverage. The balance of the monthly benefit shall be applied toward the employee's health insurance premium either provided by the District's health insurance or the employee's alternate health insurance coverage. The employee must provide proof of the existence of such alternate health insurance yearly, and must sign a written notice of declination yearly indicating that the employee is declining the District's health insurance coverage and that the employee has alternate health insurance coverage.

Any remaining balance of the monthly benefit may be used by the employee to purchase other optional District insurance benefits as indicated below:

- Dependent health insurance
- Dependent dental Insurance
- Dependent vision Insurance
- Additional life insurance
- Deferred compensation.

Any cost for additional benefits in excess of the monthly benefit is the responsibility of the employee. Any balance of the monthly benefit remaining after the purchase of the mandatory and optional insurance benefits will be paid to the employee as a taxable cash payout.

**(B) HEALTH/DENTAL/VISION INSURANCE**

Coverage begins on the first day of the month following thirty (30) days of employment.

Details of all plans available are explained in pamphlets, which each employee is encouraged to review before his or her decision is made.

It is mandatory that each employee notifies the Employee Relations Officer whenever there are any additions or deletions occur in his or her dependent status.

**(C) LIFE INSURANCE**

Full-time Eligible Employees are eligible to purchase coverage under a group life insurance policy in excess of the coverage provided by the District. Eligibility begins on the first day of the month following the end of the first month of employment with the District. The District paid premium provides a policy per employee equal to twice their base salary. Life insurance coverage shall be adjusted prospectively for all employees on an annual basis at one time to reflect changes in base salary over the prior year. The District shall have no obligation to adjust life insurance levels for individual employees prior to this time to reflect changes in their personal compensation level. Employees may also purchase life insurance for their spouse and dependents, subject to insurability.

**(D) UNEMPLOYMENT INSURANCE**

Unemployment Insurance coverage is paid for by the District. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department Office.

**(E) CalPERS**

The District has contracted with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for the District's employees. The District shall provide the 2% @ 55 benefit, prospectively, with no prior service credit.

**(F) DEFERRED COMPENSATION/457 PLAN**

The District shall continue to provide a voluntary deferred compensation 457 plan to Eligible Employees. Effective with the first full pay period after ratification, the District shall make a matching contribution equal to 10% of the employee's contribution, not to exceed \$450.00 per calendar year. (Example – employee contributes \$2,000.00 to the deferred compensation/457 Plan between January 1-December 31. The District shall be obligated to pay 10% of \$2,000.00 (\$200.00) into the employee's account. The District shall make its contribution at the end of the calendar year.

Upon retirement or termination employees may choose to withdraw the money from their account, but penalties may apply based on their age, etc. Employees will be provided with the name of the individual administering the deferred compensation plan on the District's behalf upon request.

Employees may request withdrawal of deferred compensation funds due to "unforeseeable emergencies". Each request for withdrawal of funds shall be considered on a case-by-case basis. The General Manager will review the details surrounding the request and after consultation with the District's auditors, the deferred compensation plan administrator, the IRS, and/or other similar experts, shall approve or disapprove the request for withdrawal.

**ARTICLE 22. TIME OFF BENEFITS**

**(A) VACATIONS**

The General Manager shall ascertain and record the accounting procedures for attendance and leaves. Where deviations occur from such records, the final decision will be subject to the approval of the General Manager.

The District encourages and shall require each full-time employee who has been employed for one year from date of hire to take an annual vacation (a minimum of 5 consecutive days) as paid time off away from work, which is accrued from their hire date. Vacation leaves must be approved by the employee's supervisor. The employee's supervisor shall determine the number of employees who may be on vacation at any one time. Full-time employees accrue vacation in accordance with the following schedule:

Employees hired prior to November 1, 2000

Years 1 through 4                      80 hours

Years 5 through 10	120 hours
Years 11 through 15	160 hours
Years 16 through 20	8 extra hours for each year over 15 years with a maximum of 200 hours

Employees hired after November 1, 2000

Years 1 through 4	80 hours
Years 5 through 10	120 hours
Years 11 and up	160 hours

Vacation leave accruals are credited as they are earned each pay period and may not be used until after the pay period in which they are earned.

Employees may retain a balance of vacation leave at any one time equal to 2 years of their annual accrual rate. Once employees reach their accrual limit, they will not accrue any more vacation time until their balance drops below the limit.

A change in the rate of annual vacation leave accrual shall take effect in the pay period following the anniversary date of the employee. No annual vacation leave shall accrue for fractional parts of semi-monthly pay periods falling at the beginning or end of a period of service. At the time the employee leaves employment with the District, he or she will be paid any unused credited vacation at the employee's then current rate of pay at the time of leaving such employment.

Vacation leave may be used by an employee as vacation and/or sick leave. Vacation will, so far as practicable, be granted at the time desired by the employee. However, the District will schedule vacations to assure orderly operation of the District. If any conflict should arise where two or more employees request the same time period for vacation, seniority will be the determining factor in granting vacations in order of preference.

In the event one or more approved holidays falls within an annual vacation leave, such holidays will not be charged as vacation leave, and the vacation leave will be extended accordingly.

If an employee becomes ill or injured while on vacation leave, the time may be charged to sick leave with approval of the General Manager; however, an employee must submit a doctor's certificate in accordance with Section (c) of this Article.

Although all employees are encouraged to use their accrued vacation, an employee may be granted compensation in lieu of vacation at full pay

with the approval of the General Manager; however, said compensation may not be given more than twice per calendar year and only if the employee has taken 5 working days of vacation within the past twelve months. The compensated days will be deducted from the employee's vacation accrual.

**(B) HOLIDAYS**

Employees shall receive the following 12 holidays with 8 or 9 hours of pay (depending on the length of their regularly scheduled shift on the day the holiday is observed by the District) subject to Article 15, Holiday Pay:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas	December 25
Three Floating Holidays	Discretion of employee

When one of the holidays falls on Sunday, the following Monday shall be observed. If it falls on a Saturday, it will be observed on the preceding Friday.

The Floating Holidays may be used in one-half (1/2) hour increments. Floating Holidays may be taken at the discretion of the employee, but he must have the prior approval of the supervisor, subject to the same criteria as used to approve vacation requests. These holidays are not accumulative and shall not be carried over to the subsequent calendar year. However, employees who have unused floating holidays as of December 31, may cash out unused floating holidays in January of the next year, but may not take them as days off. No more than two employees in a particular department may take a floating holiday at concurrent times.

New full-time employees who start work for the District prior to July 1 shall accrue three (3) floating holidays for that calendar year. New full-time employees who start work after July 1 shall accrue 1-1/2 floating holidays in their first calendar year and three (3) holidays in the following calendar year and thereafter.

Part-time employees shall be eligible to take paid holidays (including floating holidays) on a pro-rated basis by comparing their regularly scheduled hours to a full-time (40 hour) per week employee. Example: a part-time employee regularly scheduled to work twenty (20) hours per week



would be entitled to one-half (1/2) the paid holiday time on a District holiday (i.e., 4 hours instead of 8) and three (3) floating holidays of four (4) hours each. New part-time employees who start work for the District prior to July 1 shall accrue the three (3) days of floating holidays for that calendar year pro-rated under the above formula. New part-time employees who start work for the District after July 1 shall accrue one and one-half (1-1/2) days of floating holidays pro-rated under the above formula.

### **(C) SICK LEAVE**

Sick leave is provided by the District pursuant to this section, in order to promote the health and welfare of the individual employee. Sick leave permits an employee to be absent from duty without loss of pay when he/she is incapacitated by reason of illness, or when a member of the employee's immediate family must be cared for by the employee; or when an employee has been exposed to a contagious disease and a physician has determined that his/her presence on the job might endanger fellow workers, or otherwise provided by state or federal law.

#### **1) Accrual Rate.**

Sick leave with pay will be earned by each full time employee at the rate of one day per calendar month (8 hours), up to a maximum accumulation of 60 days (480 hours). Earned sick leave will be calculated and recorded each month. Sick leave is not an earned right to time off from work. Sick leave may not be used until after the pay period in which it is earned. Accumulated sick leave will not be paid to employees upon termination of employment.

#### **2) Notification to District.**

Employees shall notify their supervisor or the General Manager, within thirty (30) minutes after the start of their workday on each day of absence.

#### **3) Maintenance of Contact**

Sick leave benefits are contingent upon maintenance of regular contact with the District. Employees are expected to inform their supervisor or Department Manager of their estimated date of return to work and to maintain this communication. The supervisor or Department Manager may relay this information to the General Manager.

#### **4) Health Care Provider Certificate**

A certificate from a health care provider may be required, by the District, for any sick leave in excess of three (3) working days. The certificate shall cover all days for which sick leave is taken. The District may require additional certificates for longer periods of absence, or for repeated absences, as determined at the discretion of the General Manager.

#### 5) Health Care Providers' Release

The District may require a health care provider's written release before the employee may return to work after an absence in excess of 3 working days for illness or injury.

#### 6) Exhaustion of Sick Leave

If an employee's absence continues beyond the period of the employee's accrued sick leave, the employee may be eligible for additional leave under the District's Family and Medical Leave Policy, or any other medical or disability leave policy if such employee meets the qualifications of such leave. All such leave shall be unpaid.

#### 7) Sick Leave for Other Uses

An employee may elect to use sick leave for medical, dental, or vision appointments, or to take care of members of an employee's immediate family who are ill or injured. Immediate family in this instance shall mean spouse, father, mother, children, and also includes in-laws (son, daughter, father, mother), step-children and stepparents of the employee. In the event that sick leave is taken due to the illness or injury of a family member, all other provisions of this section shall apply with the exception of Section (5).

#### 8) Sick-Leave Buy-Back

Each year during the term of this MOU on the second payday in December, the District will buy back 50% of the employee's annual accrual of sick leave to the extent that annual accrual results in the employee exceeding the limitation of 480 hours of accrued leave. Payment shall be made at the employee's base hourly rate as of the second pay period in December. (For example, an employee with 475 hours of accrued sick leave on January 1, takes 15 hours of sick leave during the year and accrues 96 hours during the year. The District will buy back 38 hours of sick leave at the employee's base hourly rate in December. The employee will have 480 hours of accrued sick leave at the start of the next year.)

### **ARTICLE 23. EXCUSED LEAVES OF ABSENCE**

**(A) ABSENCE FOR WORK-RELATED DISABILITY**

Employees who are injured in the course of employment are placed on Workers' Compensation Leave, and receive wage loss benefits to which they are entitled under the Workers' Compensation Act. Employees may request to receive prorated Sick and/or Vacation Leave pay (to the extent that it is accrued on the books) to supplement their Workers' Compensation payments in an amount such that the sum of both is equal to the employee's regular base pay.

Employees are expected to inform their supervisor or Department Manager of their estimated date for returning to work and if there are any changes in that estimated return to work date. The supervisor or Department Manager may relay this information to the General Manager or others as necessary.

**(B) BEREAVEMENT LEAVE**

The District provides up to 24 hours of paid leave in the event of a death in an employee's immediate family. Immediate family in this instance will be as stated in Article 9(B), "Close Family Relative Defined." Upon the request of the General Manager, some form of proof of death, acceptable to the General Manager, may be required within ten (10) working days of return from bereavement leave.

**(C) JURY DUTY**

Employees called for jury duty will be granted a paid leave of absence for the actual time spent on jury service. A copy of the jury notice must be provided to the employee's supervisor and the Employee Relations Officer. Employees must report for work during their regularly scheduled work shift when they are relieved from jury duty. The employee must surrender the jury pay to the District, independent of any mileage reimbursement if the employee's personal vehicle is used. If a District vehicle is used, the mileage reimbursement will be surrendered to the District.

**(D) MILITARY LEAVE**

Entitlement to, and payment by the District of, salary, benefits and/or continued accrual of leave benefits for employees called for mandatory military duty (active duty, inactive duty training or National Guard duty) while on such military leave shall be in accordance with any applicable provisions of Federal and State law. All employees called to military leave shall promptly notify their supervisor and the General Manager.

## **(E) PERSONAL LEAVE OF ABSENCE**

The District may grant full-time employees unpaid time off for substantial personal reasons, providing such time off does not materially affect the normal conduct of business, District services, or operating costs.

### **1. Duration**

Approved leaves may be granted for periods of up to a maximum of 45 calendar days in any calendar year.

### **2. Procedure**

A leave of absence or an extension thereof must be submitted in writing to the supervisor or Department Manager ten days prior to the proposed commencement date, or the expiration of any approved leave, except when medical conditions or emergency situations make such requirements impossible. Requests must be approved in writing by the General Manager, and are subject to the discretion of the General Manager.

Except as otherwise provided herein, upon return to work, the District will reinstate the employee to his or her original job, or to a position of like status and pay without loss of seniority or benefit entitlement. An employee's failure to return from leave of absence, or to present convincing reasons for not returning as arranged, will be considered a voluntary resignation.

a) Leave without pay requested due to the employee's medical condition may be granted only after all sick leave, vacation, floating holidays and other paid leaves have been exhausted.

b) Leave without pay requested for reasons other than the employee's medical condition may be granted only after all vacation, floating holidays and other paid leaves (except sick leave) have been exhausted.

### **3. Benefits**

During the period of leave, arrangements must be made by the employee to pay group health, dental, life, and long-term disability insurance. Any such leave shall be unpaid, all insurance and retirement benefits, sick leave, and vacation credits will not accrue for the period of the leave.

**ARTICLE 24. UNEXCUSED ABSENCE**

**(A) DEFINITION**

An unexcused absence is defined as any unexcused failure to be present for work during scheduled working hours (including scheduled overtime). Absences that are excused are detailed in Article 25, Excused Leaves of Absence.

**(B) NOTIFICATION**

The District requires employees to give advance notice, when possible, of absence. If advance notice is not possible, personal notification by phone shall be given to a District Manager or Supervisor within thirty (30) minutes of the employee's scheduled start time. Employees may call into the District at (760) 366-8438 before and after business hours.

**(C) ABSENCE WITHOUT NOTICE**

Two consecutive days absence without notice will be grounds for dismissal. The employee will be eligible for reinstatement only if some exceptional circumstances explain why the employee could not have provided the notice required by these rules.

**(D) DISCIPLINARY ACTION**

Chronic absenteeism, lateness, or other unusual infractions of attendance standards will be grounds for disciplinary action. Progressive disciplinary steps will be followed where appropriate.

**ARTICLE 25. EDUCATION PROGRAM**

**(A) ON-DUTY EDUCATION**

Employees may, with prior written approval of the General Manager, attend seminars, conferences, workshops, cross-training activities or meetings that provide specific training in subjects directly related to District operations or to the employee's position (or one to which he or she may reasonably aspire). In those circumstances, the District shall pay for the cost of the seminars, conferences, etc., provide transportation or reimburse the employee for mileage (at the discretion of the General Manager) and the employee shall receive pay for their time including reasonable travel time.

**(B) OFF-DUTY EDUCATION**

At the discretion of the General Manager, educational assistance is available to all employees who desire to obtain skills and/or knowledge that enables them to become more proficient in their present duties and/or prepare them for future assignments. This education may occur after regular working hours at a college, vocational trade school, or through a self-study correspondence course that leads to a certificate, license or diploma related to the District operations.

An employee may receive reimbursement for approved off-duty educational expenses (including tuition, books, required fees, and parking) up to a maximum of \$300 for any one course, not more than \$800 in any one calendar year. In order to be eligible for reimbursement an employee must meet all of the following requirements:

- A course approval request must be submitted to, and approved by the General Manager prior to starting the course.
- The employee must be employed with the District at the time the course is started and completed.
- The course must be related to work performed with the District.
- The course must be provided through an accredited institution. Correspondence courses from reputable institutions will be considered when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.

Courses shall be taken on employee's time, unless special circumstances warrant otherwise and prior arrangements have been made with his supervisor and approved by the General Manager.

A transcript must be furnished to the District showing a passing grade was received for the course. Employees are required to submit their request for tuition refund no later than six months after completion of the course. No tuition refund will be made later than six months after completion of the course. Requests for reimbursement must be supported by proper receipts for all expenditures. The amount of refund shall be determined on the following basis up to the maximums set forth in this article, or equivalent, of the course grade received: Grades C and above = full refund; Grade below C = no refund.

### **(C) REQUIRED CERTIFICATIONS OR LICENSES**

Employees who attend classes, seminars, or tests for required certificates or licensing during their regularly scheduled working hours with prior authorization from the General Manager will be paid for their time and provided transportation (or the appropriate payment for mileage, at the General Manager's discretion) for such activity.

Employees who attend classes, seminars, or tests for required certificates or licensing during off-duty hours will be provided transportation (or the appropriate payment for mileage, at the General Manager's discretion) for such activity. The employee will not be paid for their time for either attending the activity or for travel to or from the activity.

The District shall pay the cost or reimburse the employee the cost of the approved class, seminar or test needed for certificates or licensing required for the employee's position, whether taken during on-duty or off-duty hours. The District shall also pay the annual fees, if any, to maintain required certifications or licenses for the employee's position.

## **ARTICLE 26. GRIEVANCE PROCEDURE**

A grievance is a charge by an employee or by the Union that management or supervisors have violated a specific provision of this Agreement or written personnel rules or written personnel policies of the District, with the exception of disciplinary actions taken pursuant to Article 27, which are not subject to the Grievance Procedure. The Grievance Procedure is the process for bringing a violation of this MOU or written District policy to the attention of management. The Union may bring violations of the Meyers-Milias-Brown Act before the California Public Employment Relations Board ("PERB"), but shall not double file both a grievance and a PERB charge for the same alleged violation. However, the Union will provide the District with at least thirty (30) days written notice before filing a PERB charge. The Union and District shall meet and confer regarding the issues in the anticipated PERB charge at least once during this period in an attempt to resolve the matter. The District agrees to toll the PERB six month statute of limitations during this meet and confer process.

An employee has the right to be represented by any other person within the General Unit or a representative from Local 1902 during this process. Any reference to days in this article implies business days.

Step 1. An employee who has a complaint shall attempt to resolve it with their immediate supervisor within five (5) days of the occurrence of the event giving rise to the complaint. The employee's complaint shall be presented in writing. The Supervisor shall respond to the employee in writing within five (5) days of that meeting. The written grievance must:

- Identify the specific management act to be reviewed.
- Specify how the employee was adversely affected.
- List the specific provisions of the MOU that were allegedly violated, and state how they were violated.
- Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

If a grievance is not presented or appealed within the time limits, it shall be considered settled on the basis of the preceding response. Should a supervisor fail to respond within the appropriate time limit, this shall not preclude the employee from appealing to the next step.

Step 2. If the grievance is not settled informally at Step 1, it must be presented in writing to the General Manager. The written grievance must:

- Identify the specific management act to be reviewed.
- Specify how the employee was adversely affected.
- List the specific provisions of the MOU that were allegedly violated, and state how they were violated.
- Provide the date of attempts at informal resolution and the name of the supervisor or individual involved.

The grievance, inclusive of the information listed above, must be presented for review and written response within seven (7) days of the conclusion of Step 1. The General Manager, or his designee, shall meet with all parties at least one time, and conduct such investigations, using uninvolved third parties, as they deem appropriate. The General Manager shall respond in writing within thirty (30) days after the date the grievance is received.

Step 3. If the grievant is not satisfied with the results of Step 2, the Union may request on the employee's behalf that the matter be submitted to non-binding arbitration. The employee cannot request non-binding arbitration on his/her own. The request for arbitration shall be made in writing by the Union to the General Manager, within seven (7) days of the General Manager's written response in Step 2.

The District and the Union shall mutually agree upon an impartial hearing officer, or if they cannot agree, they shall request a list of at least 7 arbitrators from the State Mediation and Conciliation Service. The District and the Union shall alternatively strike names off the list until there is one arbitrator remaining, who shall serve as the arbitrator for the hearing, unless the District and the Union agree otherwise. The Union shall strike the first arbitrator from the list. The arbitrator shall issue proposed findings of fact, conclusions of law and a decision.

Step 4. Within seven days of the General Manager's receipt of the arbitrator's proposed findings, conclusions and decision, the General Manager may adopt them, amend them or reject them and adopt the result from Step 2, or another result as the final resolution of the grievance. If the District rejects or modifies the arbitrator's proposed decision, the District shall pay the arbitrator's costs in full. If the District adopts the arbitrator's proposed decision, the District and the Union will split the arbitrator's costs



evenly. At the outset of the arbitration, the arbitrator will be instructed to bill the District and the Union evenly for the costs. If the District is required to pay the entire costs for the arbitrator pursuant to this section, the Union shall forward the arbitrator's bill to the District for payment.

## **ARTICLE 27. DISCIPLINE AND DISMISSAL**

Discipline occurs when any of the following progressive actions are taken for just cause with respect to any employee in the unit: oral reprimand, written warning, suspension with or without pay, deferral or denial of a merit increase, reduction in pay, or demotion to a classification with a lower top range.

### **(A) TYPES OF DISCIPLINE**

For just cause, the following disciplinary actions may be taken against any employee of the District by the General Manager or his designee.

#### 1) Minor Discipline.

a. Informal Counseling: For minor infractions, the employee will be counseled. If the situation does not improve within a reasonable period of time (usually 30 days, depending on the seriousness of the issue), the employee's supervisor may repeat the measure, or use the next step. The employee's supervisor shall keep a written record of the date and substance of Informal Counseling, but the record will not become part of the employee's personnel file unless the situation leading to the warning is not corrected and more serious disciplinary procedures are deemed necessary.

b. Verbal Reprimand: For continued minor infractions, the employee will be issued a verbal reprimand. If the situation does not improve within a reasonable period of time (usually 30 days) the employee's supervisor may repeat the measure, or use the next step. A report of the verbal reprimand shall be placed in the employee's personnel file and this reprimand shall cite any counseling sessions that may have occurred. The employee's supervisor may reference the verbal reprimand in subsequent performance evaluations of the employee.

c. Written Reprimand: For more substantial infractions, or repeated minor infractions, the employee will be issued a written reprimand. If the situation does not improve within a reasonable length of time (usually 30 days), the employee's supervisor may issue repeat reprimands, or take further action. A copy of any written reprimand shall be placed in the employee's personnel file.

d. Short-term Suspensions From Duty: For severe infractions or for persistent failure to correct deficiencies, which do not, however, justify major discipline, minor discipline in the form of a suspension from duty without pay of up to four working days may be ordered.

## 2) Major Discipline.

For more serious infractions of District Standards or for persistent failure to correct deficiencies noted in verbal warnings or written reprimands, major discipline may be imposed.

The following actions may be taken by the appropriate level of management in response to the performance deficiencies of regular employees. Forms of major discipline include, but are not limited to:

a. Suspension from duty: An ordered interruption of duties for at least five working days without pay.

b. Salary Reduction: A reduction in pay from within the employee's current range to any lower salary within that range, as such range is recorded in the District's current salary schedule.

c. Demotion: An involuntary 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, or layoffs are not disciplinary).

d. Dismissal: Discharge from District service.

## 3) No Appeal of Minor Discipline.

An employee may file a response to minor discipline to be placed in his/her personnel file, but has no right of review or appeal to the Board.

However, where the minor discipline imposed is a suspension from duty without pay of four working days or less, and the employee has passed his/her probationary period, the employee is entitled to written notice (including copies of written materials upon which the notice is based) by the General Manager or designee, of the basis for the suspension without pay at the time of, or prior to, being suspended without pay. The employee shall not be entitled to any pre-disciplinary due process rights (i.e., no "Skelly")

hearing) nor to a post-disciplinary evidentiary hearing. The employee shall be entitled to post-evidentiary due process by being allowed to make a written and/or oral response to the General Manager or designee (as appropriate) regarding the notice within a reasonable time (ten working days or less) after receiving the notice.

When the employee requests to provide an oral response, the General Manager or designee shall conduct the proceeding as a "Skelly" meeting. The General Manager or designee shall issue a final decision on the suspension from duty without pay within ten working days of receiving the employee's response in writing and/or conducting the "Skelly" meeting, whichever occurs later. The General Manager or designee may affirm the discipline imposed; or, reduce or rescind the discipline imposed (and provide the employee with appropriate back pay).

4) Pre-Disciplinary ("Skelly") Procedure for Major Discipline (Applicable Only to Employees Who Have Passed Their Probationary Period).

a. Notice of Proposed Disciplinary Action: Prior to issuance of a written notice of major discipline, written notice of the proposed disciplinary action shall be given at least five (5) working days before such action is to be taken, and such notice must include:

- Notice of the proposed action.
- Reasons for the proposed action.
- A copy of any written materials relied upon by the District to support the proposed discipline.

• A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before the major discipline is imposed. The notice to the employee of the right to respond, must specify at least a five (5) working day period except as provided below. The notice of proposed disciplinary action must be in writing and signed by the Department Manager, Supervisor or designee, as appropriate. Upon receipt of the employee's response, or after conducting a "Skelly" hearing if the employee requests to respond orally, whichever is later, the Department Manager, Supervisor or designee, as appropriate, shall review the response and determine the appropriate course of action. This may include taking a more adverse action, (in which case, the employee will receive a subsequent notice as required by this article with the same opportunity to respond) imposing the same level of disciplinary action, modifying with less severe disciplinary action or rescinding the notice of proposed action.

b. Limitations and Exclusions.

1. Oral notice is insufficient as full notice for major disciplinary actions and may be given only as the initial notice in extraordinary circumstances, which call for immediate action.

2. Employees may be suspended with pay, without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving misappropriation of public funds or property, working while under the influence of alcohol or illegal drugs or controlled substances, insubordination, commission of a crime involving moral turpitude punishable by imprisonment for one (1) year or more and disruption of the District's business through misconduct.

c. Notice of Disciplinary Action.

Any employee response to the proposed major discipline will be considered and a determination will be made by the Department Manager, Supervisor or designee, as appropriate, of the appropriate action to be taken by the District. The imposition of major discipline is constituted by written notice. Said notice is similar to the notice of proposed major discipline in that it contains the effective date of the major discipline, the right to appeal and specific charges upon which the major discipline is based. The effective date may be prior to the notice, provided the circumstances warranted such immediate action. The notice shall be signed by the Department Manager, Supervisor or designee, as appropriate. Notice of the time allowed for appeal and answer shall be stated in the notice. A copy of the notice shall be personally served on the employee or sent by certified mail to the employee's last known address.

**(B) DISMISSAL**

Dismissal, for purposes of this Article, is the separation of a non-probationary employee initiated by the District for proper cause.

Dismissal shall be preceded by at least one written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may involve but is not limited to:

1. Falsification of District records, including any material entries or omissions of information in an employment application or other District records.

2. Being under the influence of, or possessing or using alcoholic beverages or illegal drugs or controlled substances on District premises or while on District business. Consumption of alcoholic beverages or illegal drugs prior to reporting for a work shift, during a work shift, including breaks and lunch hours, and including on call duty time, shall be considered a violation of this standard.

3. Failure to submit to a drug or alcohol test after performing the conduct detailed in #2 above.

4. Failure to enroll in a state certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.

5. Failure to complete a state certified alcohol or drug treatment outpatient program after having been found to be under the influence pursuant to the District's Alcohol & Drug Policy.

6. Abuse, damage or destruction of District property due to careless or willful acts.

7. Failure to observe fire prevention and safety regulations or practices, including reporting injuries, accidents or unsafe practices or conditions promptly.

8. Discourteous treatment of the public.

9. Inability or unwillingness to work in harmony with other employees.

10. Theft, fraud, carrying personal or concealed weapons or explosives, or violation of criminal laws on company premises.

11. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee or District operations.

12. Threatening, intimidating, coercing, using abusive or insulting language, or otherwise interfering with the performance of other employees.

13. Insubordination or refusal to comply with lawful instructions or failure to perform reasonable duties, which are assigned.

14 . Use of District materials, time or equipment for unauthorized purposes or for personal use.

15. Disorderly or immoral conduct while on duty or while in District uniform, that negatively affects the image of the District.

16. Excessive, unexcused and/or repeated absenteeism or tardiness. For purposes of this article, this means 3 unexcused absences during a year or (2) two consecutive unexcused absences in a row or (5) tardies in a year, or (3) three consecutive tardies.

17. Operation of the District vehicle in an unlawful manner.

18. Conviction of a serious crime, including a misdemeanor or a felony, but not including traffic citations or other infractions not involving District vehicles.

19. Failure to immediately follow safe working practices or failure to report promptly an injury within 24 hours of its occurrence.

20. Violation of any of the provisions of the District's Zero Tolerance Harassment and Discrimination Policy.

**(C) APPEAL PROCEDURE FOR MAJOR DISCIPLINE**

1) Notice of Appeal and Request for Hearing before hearing officer. Any regular employee may appeal a notice of major discipline, and request a hearing before a hearing officer as provided for in these rules.

2) The notice of appeal and request for a hearing must be in writing and must be filed with a written response to the allegations in the notice of disciplinary action with the District within seven (7) working days of receipt of the notice of disciplinary action.

3) Appellant's written response must address each and every cause for discipline set forth in the notice of disciplinary action and must state specific facts or reasons as grounds for the appeal. The appeal may only address the allegations that were the cause of the disciplinary action.

**(D) HEARING PROCEDURE**

1) Hearing Officer

The District and the Appellant shall mutually agree upon an impartial hearing officer, or if they cannot agree, they shall request a list of at least 7 hearing officers from the American Arbitration Association. The District and the Appellant shall alternatively strike names off the list until there is one hearing officer remaining, who shall serve as the hearing officer for the hearing, unless the District and the Appellant agree otherwise. Appellant shall strike the first hearing officer from the list. The hearing officer shall issue proposed findings of fact, conclusions of law and a decision where the major discipline involved is termination. In all major discipline matters other than termination, the hearing officer's decision is binding.

## 2) Hearing

a. Time and Place. The District's representative will prepare procedures for conducting the hearing, and will determine the time and place of the hearing.

b. Purpose. The purpose of the hearing is to make a final determination as to the appropriateness of the action taken.

c. Parties. The Appellant and the District's representative shall attend the meeting; the appellant may bring a representative. Failure of the Appellant, with or without their representative, to appear in person at the time and place set for the hearing, shall be deemed a withdrawal of the appeal, unless otherwise excused by the hearing officer.

## 3) Order of the Proceedings

a. The hearing shall be opened by the recording of the time, place and date of the hearing and the presence of the parties and representatives, if any. The District shall first present its case on which the disciplinary action was based.

b. The hearing officer shall conduct the hearing.

## 4) Report of the Hearings

An electronic record of the proceedings shall be taken and maintained by the District. Costs for transcripts shall be borne by the requesting party.

## 5) Adjournment

The hearing may be adjourned or recessed upon the request of the hearing officer.

6) Confidentiality

The hearing shall be closed to the public unless the appellant requests an open hearing.

7) Closing of Hearing

The hearing officer shall inquire if either side has anything further to offer. Upon receiving negative replies, the hearing shall be closed.

8) Decision of the Hearing Officer

The hearing officer shall issue findings of fact, conclusions of law and a binding decision on all major disciplinary matters except termination. In termination matters, the hearing officer's decision is non-binding, subject to further review by the General Manager.

9) Final Decision

In all major disciplinary matters other than termination, the decision of the hearing officer in any appeal shall be binding.

In termination matters, the General Manager shall review the record of the hearing, including the hearing officer's proposed findings, conclusions and decision. The General Manager shall, within 30 days of receipt of the hearing officer's proposed findings, conclusions and decision, issue his/her own written findings of fact, conclusions of law and final decision. The General Manager's decision shall be final.

10) Status of Appellant

The imposition of any major discipline, including but not limited to a discharge, shall not be stayed by any appeal filed by an employee following issuance of the notice of major discipline. Any salary or other benefits denied shall be reinstated, only if determined to be appropriate by the hearing officer or General Manager, following the completion of any such appeal hearing.

**ARTICLE 28. LAYOFF OR REDUCTION IN FORCE**

Notwithstanding any other provision of this MOU, nothing in Article 27 Discipline and Dismissal, shall prohibit the District from discharging, suspending, or transferring employees upon a determination by the District that the needs of the District do not require continuance of the employee's



prior position. The procedures of Article 27 apply only to personnel actions taken for purposes of discipline.

Any employee laid off pursuant to this Article between ratification of this MOU and September 2, 2010, shall be eligible for severance pay equal to one week's salary (at the rate of pay in effect at the time of the layoff) for each full year of service given by the employee to the District at the time of the lay off. In no event shall an employee laid off pursuant to this Article receive more than 8 weeks of salary as severance pay. Severance pay shall not be owed by the District for any layoffs occurring after September 2, 2010.

Layoffs shall be implemented by seniority in each classification in which a layoff will occur. The laid off employee may, in lieu of layoff, bump down to a subordinate position (in the field for laid off field employees or in the office for laid off office employees) for which the laid off employee is qualified. The individual to be laid off from the subordinate position will also be based on seniority in that classification, and will in turn have bumping rights pursuant to this article.

## **ARTICLE 29. UNION**

### **(A) UNION RIGHTS**

The District and the Union agree that they will not interfere with, restrain or coerce employees or job applicants in the exercise of rights under Chapter 10, Division 4, Title 1 of California Government Code Section 3500 et. seq., commonly referred to as the Meyers-Milias-Brown Act.

The Union shall notify the District of the appointment of two Stewards and one Alternate Steward within five (5) working days of such appointment. Stewards shall be granted release time for the purpose of processing complaints or grievances, and representing employees in meetings with management, in the aggregate, a total of six (6) hours per month. The District may provide additional release time for these purposes at its discretion. If the release is anticipated to (or actually does) extend beyond 15 minutes in length, the Steward will get prior approval from their supervisor or approval to continue on release time. An alternate steward may be designated to act in the absence of the regular stewards. Employees not listed on the roster of stewards provided to the District may not be provided release time. The Union shall notify the District immediately of the removal of a Steward and of any replacement.

The District shall require stewards to submit reasonable time keeping documentation regarding the total time spent on release time. Whenever possible, stewards shall obtain prior approval from their supervisor prior to

using release time. Supervisors have the final say as to whether use of release time is authorized. Authorization shall not be unreasonably withheld. The monthly limits on release time set forth in this article do not apply to meet and confer sessions with management under the Meyers-Milias-Brown Act.

**(B) USE OF DISTRICT FACILITIES**

The Union may use the District Board room or the District Warehouse, with the prior approval of District and providing that there are no conflicting meetings requiring the use of the room or the warehouse. Requests to use the room must be made in writing to the General Manager at least two (2) days prior to the date requested. The Union shall indicate, among other things, the start and estimated ending times for the Union's use of District facilities. By allowing the Union to use this facility, the District is not given permission to employees to attend these meetings during times when they are scheduled to work. The Union will pay for the cost of any custodial services, security services or damages necessitated or caused by their use of this facility. If the District believes that the Union's use of the District facilities necessitates the hiring of security services, the District shall inform the Union of that belief, and the Union may decide to pay for such security services, or decline the use the District facilities.

**(C) DUES DEDUCTIONS**

The District agrees to provide Union dues deductions for Union members. The District shall not be liable to the Union, employees or any other person by reason of the requirements of this article for the remittance of any sum other than that constituting actual deductions made from employee wages earned.

Dues shall be deducted from the pay of each Union member who signs an authorized payroll deduction card. The Union shall notify the District of the amount of the monthly Union dues and the Fair Share Service Fees (as described in Section D below), before January of each year to be effective in January of each year. The amount of dues shall be affixed to each authorization card. The District will not deduct any pay for initiation fees, fines or other special assessments. Dues deducted shall be a specified uniform amount for each employee who is a Union member and any change in the amount of dues deducted shall be by written authorization on the District provided form, provided however, that the Union shows proof that the general membership has voted and approved any change in the amount of dues. New authorization cards specifying the new amount will be necessary. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member of the Union is in a non-pay status for an

entire pay period, and the salary is not sufficient to cover the full withholding, no dues withholding will be made to cover the period from future earnings, nor will the member deposit the amount with the District which would have been withheld if the member had been in a pay status during that period. All other legal and required deductions have priority over employee organization dues. Dues withheld by the District shall be transmitted to the office designated by the Union, in writing, at the address specified in the letter of authorization.

The Union shall indemnify, defend, and hold the District harmless against any claims made, and against any suit instituted against the District in regards to Union dues. In addition, the Union shall immediately refund to the District any amounts paid to it in error, upon discovery of the error by the Union and/or the presentation of supporting evidence by the District.

**(D) AGENCY SHOP (FAIR SHARE SERVICE FEE)**

All current employees in the General Unit, and new employees in the General Unit, within 30 days of their hire date, must either become a member of the Union and pay dues pursuant to Section (C) above or pay a monthly service fee equal to Union dues, less non-chargeable costs as defined by statutory or case law. After 30 days of their hire date, the District will automatically deduct from non-members all service fees payable pursuant to this section.

All employees may change their status to or from full membership to paying the service fee, or obtaining religious objector status, or vice-versa, only in the month of May in the last year of this MOU. Notice of the employees' right to change status shall be given by the Union to all unit members and to the District. Any delay in this notice beyond April 30 in the last year of this MOU, shall extend the time for employees to change their status beyond May 31 of the last year of this MOU on a day-for-day basis.

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee to the Union. Such employee, however, shall be required to pay, through payroll deductions, a monthly sum equal to the service fee to one of the charitable organizations listed below. Such charitable contributions shall be made for the duration of employment or until the employee becomes a member of the Union or pays the service fee.

Angel View

Hospice of Morongo Basin

Special Olympics

Joshua Tree Kids' Club

The Union shall indemnify, defend, and hold the District harmless against any claims made, and against any suit instituted against the District in regards to Fair Share Service Fees. In addition, the Union shall immediately refund to the District any amounts paid to it in error, upon discovery of the error by the Union and/or the presentation of supporting evidence by the District.

**(E) ACCESS TO WORK LOCATIONS**

Upon prior notice and permission from the General Manager, access to employee's work locations shall be granted to stewards and officers of the Union and their officially designated representatives for the purpose of contacting members concerning business within the scope of representation. Access to the work locations will not interfere with the normal operations of the District.

**(F) BULLETIN BOARDS**

Secure bulletin board space will be made available to the Union. Bulletin board space shall be used only for posting notices concerning the following subjects:

1. Union recreational, social and related news bulletins.
2. Scheduled Union meetings
3. Information concerning Union elections or their results.
4. Reports of official Union business including reports of committees or officers;
5. All material must be signed or dated by an authorized representative of the Union, or be subject to removal by the District.

**ARTICLE 30. SEVERABILITY**

Notwithstanding any other provisions of this policy, in the event that any article, section or subsection of this policy shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this policy, or impose additional obligations on the District, the District and the Union shall meet and confer on the affected article, section

or subsection. In such event, all other articles, sections or subsections of this policy not affected shall continue in full force and effect.

### **ARTICLE 31. FULL UNDERSTANDING, MODIFICATION AND WAIVER**

It is intended that this MOU set forth the full and entire understanding of the parties regarding 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 their entirety. Whenever this MOU is in conflict with a District policy or Board resolution (except a Board resolution ratifying a successor MOU, implementing terms and conditions after expiration of this MOU, or agreed upon changes in wages, hours or other conditions of employment of Union members), this MOU shall prevail.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in a writing signed by both parties and ratified by the Board of Directors.

The waiver of any beach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

### **ARTICLE 32. DRUG AND ALCOHOL POLICY**

Use of intoxicating beverages or use/possession of illegal drugs will not be permitted during working hours. The purchase or possession of alcohol while driving a District vehicle is prohibited, except in those cases where the employee is required to drive the vehicle home to be available for emergency call-out. The employee may purchase and possess alcohol in the vehicle after work hours.

An employee assigned to Stand-by Duty shall abstain from consuming any alcoholic beverage or drug while assigned to said duty. Failure to comply with this policy shall be grounds for termination. Furthermore, the employee may be liable for injuries or damages sustained as a result of his/her violation of this rule and will not be eligible for Workers' Compensation coverage for his/her own injuries unless required by state law. If an employee's supervisor has a reasonable suspicion that an employee is under the influence of alcohol or illegal drugs or a controlled substance due to the smell of alcohol on an employee's breath, their behavior or other physical manifestations, the employee will be driven to a District approved medical facility where a blood and/or urine test can be conducted. Upon written verification by a physician, at the chosen facility, that the employee did not have any alcohol or illegal drugs in their system,

the employee may return to work. If the physician determines the employee did have alcohol or illegal drugs in their system, the employee will be placed on paid administrative leave pending further action by the District.

This section shall be superseded by the Department of Transportation Regulations, to the extent they conflict. The District shall provide an employee a copy of relevant regulations, or a summary, upon request.

### **ARTICLE 33. INCOMPATIBLE WORK**

No employee may perform plumbing or District-related work for District customers off-hours. Employees shall notify the General Manager of any outside employment prior to accepting the outside employment. A conflict of interest between the outside employment and the employee's employment with the District may be grounds for discipline.

### **ARTICLE 34. REOPENER**

The District and the Union agree that between September 2013 and September 2014, upon request of either party the parties shall reopen negotiations over the following issues, which shall not be considered reopening the entire MOU:

New Personnel Policy Manual

The District and AFSCME have previously negotiated over a new Personnel Policy Manual and shall continue to do so. The new Personnel Policy Manual shall include all previously agreed policies in prior negotiations, as well as the following which would be added to those already agreed upon:

1. Driving Record Policy – this is one of policies already T.A.
2. Transition Duty Policy
3. Vehicle Use Policy – Employee Driving Policy
  
4. Dress, Tattoo and Piercing Policies
5. Fraud Prevention Policy
6. Performance Evaluation Process
7. Evaluation of Personal Time Off rather than vacation and sick leave
8. Credit Card Policy
9. Fatigue Policy for work in excess of 16 hours during a 24 hour period
10. Payment Card Industry (PCI) Compliance Policy
11. Random Drug and Alcohol Testing Policy

12. Safety Boot Policy

JOSHUA BASIN WATER DISTRICT

JOSHUA BASIN CHAPTER OF  
AFSCME LOCAL 1902

By: \_\_\_\_\_  
Susan Greer  
Acting General Manager

By: \_\_\_\_\_  
Bill Kline  
Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alan F. Shanahan  
Chief Negotiator

By: \_\_\_\_\_  
Randy Mayes  
Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer 

TOPIC:  
APPOINTMENT TO CITIZEN'S ADVISORY COMMITTEE

RECOMMENDATION:  
Recommend that the Board review the application from Karen Morton and consider appointment

ANALYSIS:

An application for membership on the Citizen's Advisory Committee has been received from Karen Morton. The application indicates that Ms. Morton is a registered voter in Joshua Tree, owns property and a home in Joshua Tree, is a JBWD customer and lives in Joshua Tree full time. She will be in attendance at the 8/21/13 meeting so that the Board can meet her and ask any questions.

Per the CAC guidelines adopted by the Board, the purpose of the CAC is to review important issues such as policy development and to make recommendations to the Board of Directors. Ideally, the Committee will represent a cross section of the community of Joshua Tree in order to represent the varied interests of the community.

The guidelines also stipulate that the CAC is made up of six to 12 members and we currently have nine members.

STRATEGIC PLAN ITEM:  
N/A

FISCAL IMPACT:  
None. CAC members are volunteers.





## Citizens Advisory Committee Application Process and Guidelines for Membership

**Purpose:** The purpose of the Joshua Basin Water District Citizens Advisory Committee is to review important issues such as policy development and to make recommendations to the Board of Directors. Ideally, the Committee will represent a cross section of the community of Joshua Tree in order to present the varied interests of the community.

**Committee:** The Committee is made up of 6 to 12 members who are registered voters and residents, account holders or property owners in the District. Membership may be appointed based on other interests, for example involvement with a Joshua Tree based organization. Members should demonstrate an interest in water-related issues.

**Ethics:** This is a standing committee of the Joshua Basin Water District. As such, its members are expected to perform their duties ethically and responsibly. Ethics training will be required, and will be provided by the District, for Committee members. Transparency and open meeting laws such as The Brown Act and Public Records Act apply to committee members and to committee meetings.

**Membership:** Prospective members are asked to complete an application form and submit the completed form and a resume, letter of interest, or biography to the District's Executive Secretary. The application will be considered by the Board of Directors at a public meeting. Appointments to the Committee are made by a majority vote of the Board of Directors.

Membership on the Citizens Advisory Committee is strictly voluntary; members do not receive financial compensation.

**Meetings:** Regular meetings of the Citizens Advisory Committee are scheduled bi-monthly, the fourth Tuesday at 7:00 pm and are held at the District office. Special meetings are sometimes held on other dates.

The Committee will consider and discuss subjects referred by the Board or staff before making recommendations. The Committee may request additional information from staff to clarify subject matter. Recommendations are presented to the Board.

A chairperson will be elected by majority vote of the membership at the last regular Committee meeting of each calendar year. The chairperson is responsible for conducting meetings, and following each CAC meeting will provide a report to the Board at a meeting of the Board of Directors. Reports to the Board on general Committee activities may be verbal; however, recommendations to the Board should be presented in writing.

**Attendance:** a quorum (or majority) of members must be present for a meeting to take place. Therefore, members are encouraged to attend meetings whenever possible. Members are requested to advise the Executive Secretary whether or not they will attend each meeting in order to assure that a quorum will be present. Low attendance may result in removal from the Committee. A member may request to be temporarily removed from the Committee roster if circumstances prevent him or her from participating for a period of up to six months. Requests for temporary leave of absence should be made to the Executive Secretary.

**Discontinuing Membership:** Members who no longer wish to serve on the Committee should present written notice to the Executive Secretary.



JBWD

PO Box 675 61750 Chollita Road Joshua Tree CA 92252  
Phone 760.366.8438 Fax 760.366.9528 email www.jbwd.com

RECEIVED BY: PF

CITIZEN'S ADVISORY COMMITTEE Application for Membership

Name: Karen Morton  
Residence Address: 61064 Prescott Trl, J.T. CA 92252  
Mailing Address (if different): \_\_\_\_\_  
Phone (home): 760-974-9463 Phone (cell): 805-432-6802  
Email address: Karen.morton@wellpoint.com  
How did you hear about the Citizen's Advisory Committee (CAC)? Kathleen Radnich & Waterline Report.

Please check all that apply:

I am a registered voter in the Joshua Basin Water District (Required)

I own a home in Joshua Tree

I own a business in Joshua Tree

I own property in Joshua Tree

I am a customer of JBWD

I live in Joshua Tree part-time

I live in Joshua Tree full-time

Other interest in JBWD and/or community of Joshua Tree (describe below):

As a newer resident, I am very interested in being connected with the community.

How do you think you could contribute as a member of the CAC? my background with Federal & State laws may help to understand JBWD's processes & decisions. I have a strong desire to contribute to the community of Joshua Tree.

HAVE YOU EVER BEEN CONVICTED OF A CRIME (INCLUDING A PLEA OF GUILTY OR NO CONTEST) WHICH RESULTED IN A CRIMINAL CONVICTION (THAT HAS NOT BEEN JUDICIALLY ORDERED SEALED OR EXPUNGED)? (EXCLUDE MISDEMEANOR CONVICTIONS FOR MARIJUANA-RELATED OFFENSES MORE THAN TWO YEARS OLD; NOTWITHSTANDING ANY OF THE PRECEDING, YOU SHOULD NOT DISCLOSE CONVICTIONS THAT ARE OVER TWO YEARS OLD AS OF THE DATE THAT YOU COMPLETE THIS APPLICATION FOR VIOLATION OF HEALTH AND SAFETY CODE SECTIONS 11357, 11360, 11364, 11365 OR 11550, AS THOSE STATUTES RELATED TO MARIJUANA PRIOR TO JANUARY 1, 1976 OR A STATUTORY PREDECESSOR TO THOSE STATUTES.)

YES  NO

IF YES, BRIEFLY DESCRIBE THE NATURE OF THE CRIME(S), THE DATE AND THE PLACE OF CONVICTION(S), THE CASE NUMBER, AND THE LEGAL DISPOSITION OF THE CASE(S):

THE BOARD WILL NOT DENY APPOINTMENT TO ANY APPLICANT SOLELY BECAUSE THE PERSON HAS BEEN CONVICTED OF A CRIME. THE BOARD, HOWEVER, MAY CONSIDER THE NATURE, DATE AND CIRCUMSTANCES OF THE OFFENSE AS WELL AS WHETHER THE OFFENSE IS RELEVANT TO THE DUTIES OF THE POSITION.

Please attach your resume, letter of interest, or biography to this application. Return completed application and any attachments to Executive Secretary Marie Salsberry at the District office.

~ Resume ~

Karen Morton  
61064 Prescott Trail  
Joshua Tree, CA 92252  
760-974-9463

**Full time WellPoint Associate: August 1998 to Present:**

**Clinical Compliance Consultant / Quality Improvement Analyst, Sr. 10/26/09 to Present**

- Conduct contract research on Medicaid regulatory and NCQA requirements for P&Ps, Tri-County Implementation and meeting new changes with committee reporting
- Formal and self learning with Compliance 360 application in preparation for DMHC audit
- Develop processes to update the Medicaid deliverables, reassign the owners and monitor the timely submissions of compliance reports
- Development of a multi-state side by side comparison grid to aid others with their understanding of contractual requirements
- Research regulatory compliance to compare with policies and procedures; provided input and updates based on findings
- Schedule and participate in readiness review and preparation meetings for DMHC Routine Survey
- Transitioned quality committee responsibility over to new team when department reorganized
- Developed a useful and high level reporting grid for Community Advisory Committees (CAC) to report activities at the QISC meetings and communicated the change with CAC staff

**Quality Improvement Specialist 12/24/07 to 10/23/09**

- Annually facilitated 20 quality meetings for Medicaid:
  - Scheduled and coordinated dates with all internal and external participants including Medicaid providers
  - Requested, organized and finalized meeting documents for G&A, Call Center, Disease Management and other quality subjects being presented
  - Utilized technical skills to present data smoothly using Live Meeting software
  - Prepared and distributed agendas for quality meetings (PQIC, QISC, QOC)
  - Recorded and documented meeting minutes and reviewed for accuracy
  - Created approximately 12 HEDIS presentations for QI meetings on behalf of clinical quality director
  - Requested, researched, responded to inquiries and prepared documentation for discussion and physician input on medical cases for Peer Review Committee
- SharePoint Site Administrator:
  - Designed and uploaded approximately 21 document libraries
  - Created approximately 104 folders and uploaded approximately 200 documents onto the SharePoint site
  - Assigned site permissions for associate use
- Responsible for timely submission of quarterly quality work plan report: LA Care Industry Collaborative Effort (ICE) Work Plan
- Actively participated in the updating and finalization of the Medicaid quality improvement annual program documents

~ Resume ~

Karen Morton  
61064 Prescott Trail  
Joshua Tree, CA 92252  
760-974-9463

**Legal Administrative Asst., Sr.**      **3/5/07 to 12/21/07**  
WellPoint – Legal Department      Thousand Oaks, CA  
Reporting to Sue Lanergan, Sr. Executive Counsel via Michelle Nader, Managing Counsel

- Create, organize, and maintain legal pleadings, discoveries and correspondence files for employment litigation department
- Research confidential data as needed for legal matters
- Coordinate schedules and calendar meetings for multiple parties
- Research and plan travel including processing expense reports as needed
- Document up-to-date information and payments in Litigation Database
- Process check requests and maintain records
- Review legal communications and other outgoing correspondence for accuracy
- Audit invoices and process check requests for payment

**Associate HR Consultant**      **6/01 to 3/5/07**  
WellPoint – Human Resources      Camarillo, CA  
Reported to Denise Held, Director, Human Resources

- Manage projects as assigned with minimal supervision
- Responsibilities include but not limited to:
- Project lead for rollout of Education Fair 2006
- Served as advisor on the following events:
- Diversity program 2005
- Safety Day committee member 2002-2005
- Take Your Child to Work Day 2002-2004
- Ford Partnership Program 2003, 2005
- Total Rewards 2005
- New Associate Orientation 2006
- Multiple Focus Groups 2001-2006
- Manage workers' compensation files and processed claims
- OSHA reports, prepare documentation
- Assist with the delivery of reductions in force
- Facilitate exit interview process with impacted associates
- Ensure that the Camarillo site is in compliance with wage orders and labor laws
- Perform various support functions to HR staff as needed, including strong attention to detail, maintaining confidentiality, and lead meetings as needed
- Achieve set standards of quality and quantity when multitasking heavy project load
- Foster excellent relationships with internal and external clients
- Develop personal work plans to maximize accomplishments
- Maintain consistency by following up on commitments and responsibilities
- Research information, new programs, and methodologies as needed
- Going above and beyond normal duties in order to exceed expectations

~ Resume ~

Karen Morton  
61064 Prescott Trail  
Joshua Tree, CA 92252  
760-974-9463

**Executive Administrative Assistant**

WellPoint – Organization, Development & Training  
Reported to Cheryl Moore, Vice President, OD& T

**8/98 – 6/01**

Thousand Oaks, CA

- Provided assistance to VP of Organization, Development and Training. Supported entire ODT department in various projects, including Succession Planning (Human Resources Planning) as a lead on the project.
- Other responsibilities and accomplishments include:
- Managed department budget tracking reports
- Created an HR resource library
- Assisted and facilitated the department planning, budgeting, and scheduling of training programs for entire company
- Coordinated and facilitated department off-sites and meetings while maintaining executive calendaring functions
- Processed VPAs as needed, ensuring costs stayed within budget constraints
- Served as advisor developing and planning various highly visible Company-wide events such as Take Your Child to Work Day, Service Awards, and Honor Awards

**Human Resources Administrator 11/95 – 9/97**

Reinhold Industries, CompositAir Division Camarillo, CA

Performed interviews and hired employees, provided administrative and payroll support, took project lead on coordinating facility move, maintained personnel files, workers' comp, and assisted with budget tracking.

Education: UCSB – Extension Human Resource Management Certificate  
Oxnard College Associate of Science degree in Marketing

Certifications: OSHA Compliance, Change-ABLE, Project Management, HR Assistant, Train-the-Trainer certification from ASTD.

Strengths: Self-starter, strong interpersonal and organizational skills, detail-oriented, budget-minded and 100% committed to honoring the values of the organization.

Personal references are available upon request.

JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer



TOPIC:

CONSIDER INSTALLATION OF FENCE AT DISTRICT OFFICE

RECOMMENDATION:

Authorize installation of fence on north side of office at a cost of \$1,650.

ANALYSIS:

The District offices are not fenced and we have a motorcycle rider that has been cutting across the dirt lot between Sunset and our office building, ending up at the northeast corner of the building by the GM office and garden and then exiting through our parking lot. This can occur at any time, during the day or after work hours, and sometimes several times per day. It is very noisy and potentially dangerous to him and any walkers or drivers in our parking lot

We own a good portion of the land between Sunset and Park and Chollita and Morningside. He is riding on our private property, as well as others', and we have been unable to catch him to ask him to stop. There is liability if he gets injured or hurts someone else in our parking lot. The longer the situation continues, the more potential to create an off-road trail that becomes attractive to other riders. I requested a quote for a fence to secure just the area on the north side of the building and we received three bids, with the lowest price being \$1,650. Other costs are \$2,250 and \$3,650. The costs differ significantly because the lowest bidder is a company that has no employees, so they don't have to pay prevailing wages on the project.

At the same time, one of the bidders provided a cost to install a fence around the entire building. While it is substantially more cost, there are some security concerns that might make it worthwhile. We regularly see evidence that (we presume) children are riding their bikes around the building, jumping off the same spot where the motorcycle rider is entering the parking lot. They 'fly' off the edge of the walkway down about 6 feet to the dirt below, obviously creating liability if they are hurt. In addition, they smoke the cigarette butts out of our ashtrays and leave them at the back of the building, potentially creating a fire hazard. Within the last five years, a large rock was thrown through one of the windows in the board room. Within the last five years, we discovered a man sleeping in our dumpster when we arrived to work one morning. All of these issues would be mitigated with a security fence around the entire building. The fence would include drive-through gates for each driveway that would be opened and closed daily during business hours. The cost provided for fencing the entire building is more than \$5,000 and less than \$10,000. I did not want to provide the cost in case the Board determines that they want to fence the entire building; knowing that cost would provide an unfair advantage to any other bidders.

If the Board is inclined to agree with the *idea* of fencing the entire building, but is hesitant due to the unbudgeted cost, a suggestion would be to authorize the fence at the back of the building and then fund for the remainder of the fencing in the next budget cycle. That would alleviate the problem at hand.

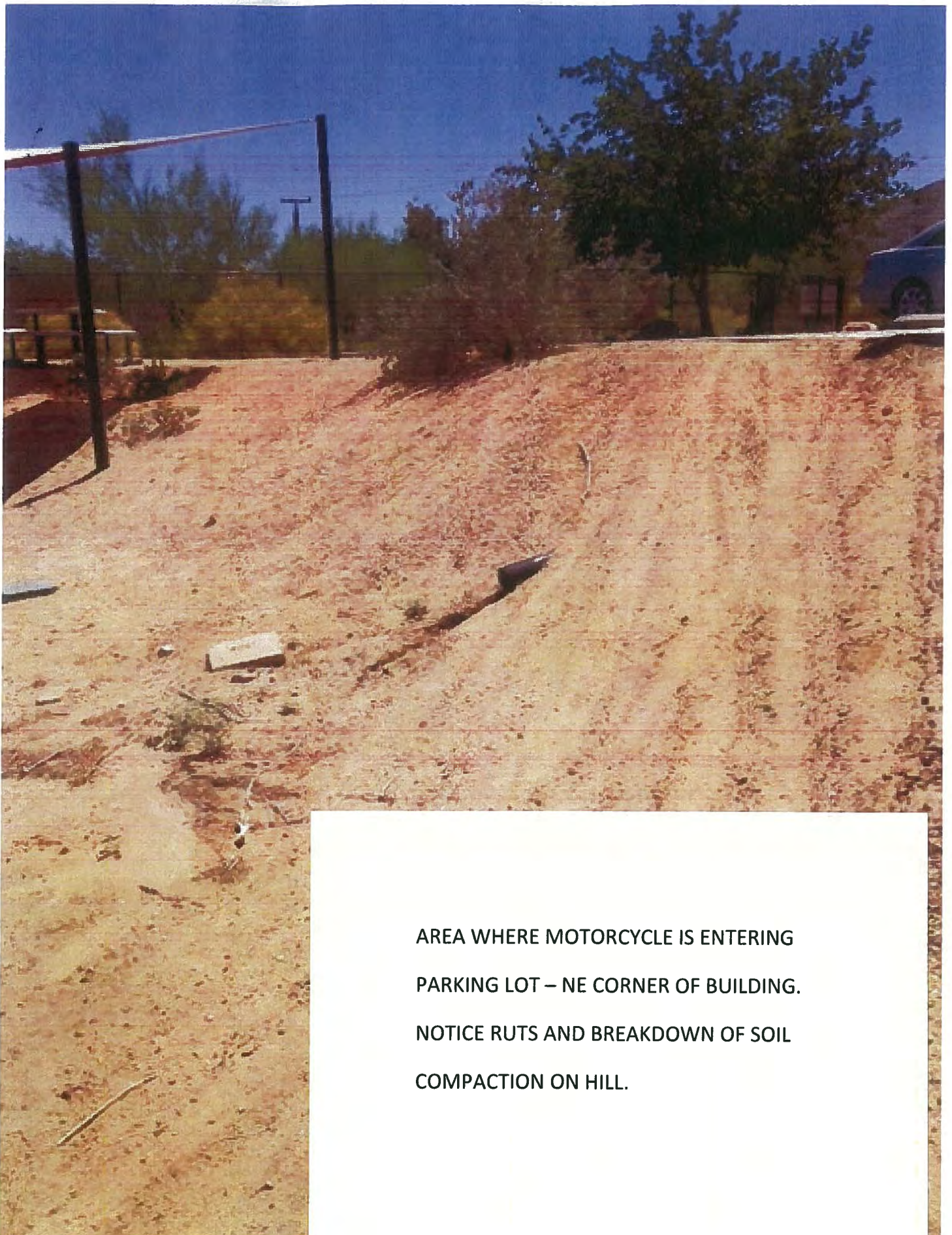
If we wanted to further consider fencing of the entire building, we would go back out for more quotes.

**STRATEGIC PLAN ITEM:**

N/A

**FISCAL IMPACT:**

\$1,650 funding from building repair and maintenance budget.



AREA WHERE MOTORCYCLE IS ENTERING  
PARKING LOT – NE CORNER OF BUILDING.  
NOTICE RUTS AND BREAKDOWN OF SOIL  
COMPACTION ON HILL.



# **FATTY'S FENCING**

**"NO JOB TOO SMALL"**

56608 29 Palms Hwy  
Yucca Valley  
CA, 92284

**Commercial, Industrial,  
& Residential**

Office (760) 369-0391  
(760) 369-0392  
Cell (760) 668-3525

fattysfencing@gmail.com

License 896477

Joshua Basin Water

The previous quotes were with pervailing wage.

Roughly 155' of 5' 11 ga. chain link with 1 5/8 top rail ss 20, 1 7/8 rq 15 2 3/8 corner posts ss 20, 2 7/8 gate posts ss 20 an one 4' x 5' walk gate.

With the partners doing it and no employees the cost will be \$1,650.00

Ca. State Contractors  
Lic. No. 896477

Invoice

Phone: (760) 668-3525

# Fatty's Fence

"No Job Too Small"

Commercial, Industrial, Residential

*July 8<sup>th</sup> 2013*

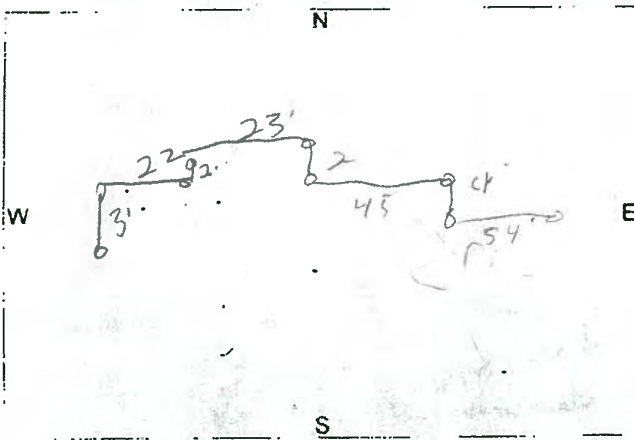
Proposal To: John Bonin Water

Address: \_\_\_\_\_

Job Address: Office Phone: 760-366-8438

WE AGREE to furnish material, labor and install complete as per diagram below, the following

155 lineal ft. 5 ft. high ..... Fencing as specified below  
 ..... lineal ft. .... ft. high ..... Fencing as specified below



STEEL FENCE SPECIFICATIONS

Twist Up _____	Knuckle Up _____
Fence Height.....Ft.	Economy Grade..... <u>20</u>
Wire Height.....Ft.	Drive Gate Post..... <u>2 7/8</u> O.D.
Wire Mesh.....Ins.	Walk Gate Post.....O.D.
Wire Gage..11.....	Braces.....O.D.
Galv. A.W.....B.W.....	Top Rail..... <u>1 5/8 SS 20</u> O.D.
Line Post.....O.D.	Barb Wire.....
Line Post..... <u>1 7/8</u> O.D.	Ext. Arms.....
Set in.....In. Conc.....	.....
Corner Post..... <u>2 7/8</u> O.D.	.....
Wood Post.....O.D.	All Round Posts Finished
Set in.....In. Conc.	With Cap On Top.
Redwood.....	Posts Spaced a Maximum
Other.....	Of 10ft. On Center.

NOTICE TO OWNER

"Under the Ca. Mechanics' Lien Law, any contractor, laborer, supplier, or Other person or entity who helps to improve your property but is not paid For his or her work or supplies, has a right to place a lien on your home, Land, or property where the work was performed and to sue you in court To obtain payment.

This means that after a court hearing, your home, land, or property could Be sold by a court officer and the proceeds of the sale used to satisfy what You owe. This can happen even if you paid your contractor in full if the Contractor's subcontractors, laborers, or suppliers remain unpaid.

Where extended type financing is involved, each contract is excepted with the Provision that satisfactory financing be secured for all parties there-to The purchaser agrees to pay all court costs and reasonable Attorney's fees Incurred should legal action be necessary in the collection of any unpaid Amount under this contract.

All property lines must be property marked by owner. We assume no responsibility whatsoever for location Of property lines. Merchandise remains property of Fatty's Fence until total amount is paid.

Acceptance: The undersigned accepts the conditions and terms as Stated hereon and agrees that this proposal becomes a contract be-tween the two parties whose signatures appear below.

Terms.....

Sales Rep: [Signature]

Accepted By: \_\_\_\_\_ Buyer

Any changes during installation are subject to price Change. Depth of posts accord. To ground conditions.

Fatty's Fence does not assume responsibility for Damages to water lines, sprinkler lines, electrical Wire unless posted or staked out, or shown to crew During actual erection on job site.

*Round 155' of 5" 11ga c/l  
 with 7 5/8" Top rail SS 20 - 1 7/8" 2x15  
 2 3/8" corner posts SS 20 - 2 7/8" gate posts  
 SS 20 one 4x5 wood gate.*

TOTAL	2650
MATERIAL	
TAX	
COMPLETE - INCLUDING TAX	2650

Date: \_\_\_\_\_

Price Quoted with prevailing wages

**PALM SPRINGS**  
760-323-0800

**YUCCA VALLEY**  
760-369-1120

# EAGLE

## FENCE COMPANY

**CELL NUMBER**  
760-401-1898

DEAN

License # 865991

7478 BANNOCK TRAIL, YUCCA VALLEY, CA 92284

### CHAIN LINK FENCE CONTRACT

Date 8-13 20 13

For JOSHUA BASIN WATER District

Phone 760 366-9438 ext. 235

Address \_\_\_\_\_

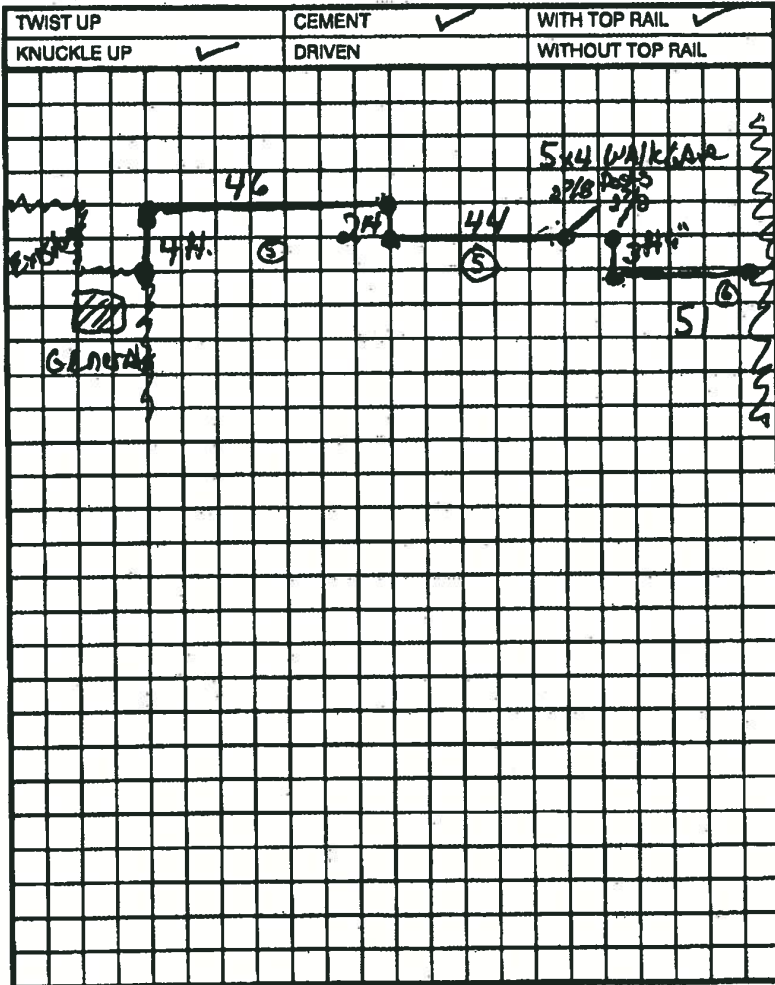
ATTN: LAURA PAEZ <sup>FAX</sup> 760 366-9528

JOB ADDRESS 61750 CHOLLITA ROAD

JOSHUA TREE

Survey Stakes Visible: Yes  No

### FENCE MATERIALS & SPECIFICATIONS



- 147 FEET OF 5 foot CHAINLINK CLF 11GA
- FEET OF CLF
- 5 TERMINAL POSTS 2 3/8 x 7 \$520
- 2 GATE POSTS 2 3/8 x 7 \$520
- 16 LINE POSTS 1 7/8 x 7 \$520
- 143 TOP RAIL 1 5/8 \$320
- BRACES
- 7 TERMINAL POST CAPS 2 3/8 2 3/8
- LINE POST CAPS
- 16 EYETOPS 1 7/8 x 1 5/8 P Steel
- SLEEVES
- 12 RAIL ENDS 1 5/8 P Steel
- 12 BRACE BANDS 2 3/8 2 3/8
- 40 TENSION BANDS 2 3/8 2 3/8
- 52 NUTS / BOLTS
- 10 TENSION BARS 5 FT
- TRUSS RODS
- TIGHTENERS
- 500 HOG RINGS 9GA TIES 200 9GA
- TENSION WIRE 9GA
- BARB ARMS
- BARB WIRE
- RAZOR RIBBON
- 23 SAND - GRAVEL - CEMENT
- 1 GATES: 5x4 WALK GATE 1 5/8
- 2nd HARDWARE

Top of fence held level  Rolled

Stepped  Straight w/grade

Posts set in wall  In concrete footings

EXTRAS: \* POSTS SET IN 2 FT OF CONCRETE \* USA PIPE & CHAINLINK TOTAL CONTRACT \$ 2,590.00

8 FT SPANS APPROX. BETWEEN POSTS



JOSHUA BASIN WATER DISTRICT  
MEETING AGENDA REPORT

Meeting of the Board of Directors

August 21, 2013

Report to: President and Members of the Board

Prepared by: Susan Greer



TOPIC:

BAD DEBT WRITE-OFF FOR FISCAL YEAR 12/13

RECOMMENDATION:

Approve \$24,387.52 bad debt write-off

ANALYSIS:

- The proposed write off for 12/13 is \$24,387.52, an increase of 17%, or \$3,500 from the prior year.
- Both the number of accounts being written off and the total amount is increasing from last year.
- Total write-off is 2% or \$600 under budget.
- 80% of all bad debt is from tenants, increased from 66% last year.
- 79% of the accounts being written off had deposits—balances due exceeded available deposit
- 21% of the accounts had no deposit; most of those were old accounts where deposits had been applied in the past. Five of those accounts had no deposit because they had good credit and the deposit was waived.
- Keeping things in perspective, bad debt, although increased from last year, is still far less than 1% of total operating revenue.

The current year bad debt amount of \$24,388 represents 209 accounts ranging in amount from 66¢ to \$1,092. This is compared to 183 accounts totaling \$20,899 last year.

The bad debt amount is within the current budget of \$25,000. Bad debt decreased last year over the prior year, but it is back up again this year. A table representing historical results is below:

Fiscal Year	Bad Debt
12/13	\$24,388
11/12	20,899
10/11	27,100
09/10	23,229
08/09	23,292
07/08	15,621

Bad debt increased 17% since last year, and has increased 56% since 07/08 although operating revenues have only increased 7% in the same timeframe.

Only 21% of the accounts being written off had no deposit on account when they were closed, which is used to offset any balances owed to the District. This means that either the deposit had been previously applied back to the account due to good payment history or they qualified for a waiver of deposit at the time the account was established, also due to good credit history. This indicates that most accounts do have deposits but the amount is not large enough to cover final bills. The write off amount includes \$18,000 in deposits that were already applied as accounts were closed and the write-off would have been that much larger if we didn't have those deposits. This included 14 accounts with double deposits, the result of being cut-off for non-payment.

Our guarantee deposit is not maintaining pace with the increases in water bills. The guarantee deposit has been \$100 for at least 10 years. The deposit needs to cover an average of three monthly bills; the length of time before cut-off for non-payment can be affected. An average residential bill is 10 units of water and that cost is \$46.47 per month; a three month period equals \$139.41, and the residential deposit should be at least that amount. Our current deposit is \$100 no matter the size of meter and the costs are higher for larger meters, so those deposits should also be larger. Increasing our current \$100 deposit to \$200 would have reduced bad debt by 27%. This issue was discussed in the last few years with the CAC and they believed an increase to the deposit was onerous based on the economy at the time

Virtually every account to be written off has a long-standing history of late payments. More than half have a ratio of 50% or more penalties to bills, meaning that they have at least half as many late payments as total bills.

We again have many accounts with multiple bad debts at one address. This year, we have 12 different addresses where two accounts are being written off this year. These 24 accounts at 12 different addresses total \$2,713 and represent 11% of the total bad debt for the year. All but three of the 24 different accounts are tenants bills. Last year, the Board authorized a new policy that requires property owners with three bad debts at their rental properties to either pay off the bad debt or require that the owner keep the accounts in their name only. If the account is in the name of the owner, we can lien the properties for non-payment; we cannot do so with tenant accounts. We already have several owners on that list, which should reduce bad debt in the long term.

Liens were filed for the first time in many years after last year's bad debt write-off authorization. Since then, we have been filing liens on a regular basis for closed accounts and have also been receiving payment on a regular basis. We cannot wait to file liens only once per year as properties are constantly being sold, and once sold, we have no more authority to lien the new owner of the property. We often hear information from customers telling us that they are selling property or moving, and we have to move quickly to send warning letters and then file liens. It is working and I will have more information about those results for the Board meeting.

As always, the vast majority of bad debt is coming from tenants. This year, 80% of bad debt is for tenant accounts; 7% is from owners who still currently own the properties and 13% is from owners that previously owned the property. We have already filed all liens that we could but 80% of the bad debt cannot be collected through the lien process. We do have a system for identifying the rate payers that have already incurred bad debt with the District, and require them to satisfy any of those outstanding balances before a new account is established.

While we should be concerned about the rising cost of bad debt and what we can do about it, it is also important to understand that bad debt is a little over 1/2 of 1% of total operating revenues. Also, realize

that we billed over \$2.75 million dollars in water sales last year and are writing off less than 1% of that total and therefore collecting more than 99%.

I have to again acknowledge the tremendous effort and initiative of one of my staff members, Patricia Freeman, who has taken this issue and run with it. She has created a system to regularly review closed accounts with balances so that she can identify those accounts where liens can be filed as soon as possible. We did not fully implement this program until many months into the current fiscal year. I believe next year will provide better results, especially if we can increase the deposit amount.

STRATEGIC PLAN ITEM:

N/A

FISCAL IMPACT:

\$24,388, within the budget amount of \$25,000