

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT  
AND  
THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT EMPLOYEES ASSOCIATION**

**JULY 1, 2009 TO JUNE 30, 2011**

**I. PREAMBLE**

A. This Memorandum of Understanding ("MOU's" or "Agreements") is entered into between the Big Bear City Community Services District ("Employer" or "District") and the Big Bear City Community Services District Employees Association ("Association") which the District has designated as the recognized employee organization pursuant to the Meyer-Milias-Brown Act, District Resolution No. 660, and District Resolution No. 678, dated February 14, 1995. These MOU's set forth the understanding of the parties as to wages, hours and other terms and conditions of employment for those employees employed in classifications in the Management/Supervisory/Confidential Employee Bargaining Unit (the "MSC Bargaining Unit"), and for those employees employed in classifications in the Miscellaneous Employee Bargaining unit (the "Miscellaneous Bargaining Unit").

B. The parties acknowledge that there are two separately recognized bargaining units. For the convenience of the parties, this document shall set forth the terms of two MOU's, one covering employees in the MSC Bargaining Unit, and a separate MOU covering the employees in the Miscellaneous Bargaining Unit. The MOU's shall hereinafter be referred to as the "MOU."

**II. RECOGNITION**

A. Management/Supervisory/Confidential Employees Bargaining Unit. The District recognizes the Association as the bargaining representative for all employees appointed to the following classifications in the MSC Bargaining Unit: **Fire Administrative Assistant/PIO Officer, Human Resources Manager, Sewer Foreman, Sewer Superintendent, Solid Waste Foreman, Solid Waste Superintendent, Utility Billing Specialist, Water Foreman, and Water Superintendent.**

B. Miscellaneous Employees Bargaining Unit. The District recognizes the Association as the bargaining representative for all employees appointed to the following classifications in the Miscellaneous Employees Bargaining Unit: Accounting Clerk, Administrative Specialist, Collection Systems Operator, Customer Service Representative, Financial Analyst, Financial Services Assistant, Meter Lead Worker, Network and Systems Administrator, Safety Compliance Coordinator, Solid Waste Collection Specialist, and Water Services Worker.

### III. COMPENSATION

#### A. Cost of Living Adjustment

Effective with the first full pay period in July 2010, a cost of living adjustment will be added to all represented pay scales. The adjustment shall be equal to the March 2010 CPI for the Los Angeles-Riverside-Orange County area as published by the Bureau of Labor Statistics.

#### B. Retirement

1. Pursuant to the agreement between the District and the Public Employees' Retirement System (PERS), during the term of the MOU, the District shall pay the full amount of the required employer's contribution for the 2.7% at 55 retirement plan formula for Local Miscellaneous Employees for all bargaining unit employees.

2. During the term of the MOU, the bargaining unit employees shall pay the full amount of the required employee's contribution to PERS.

#### C. Longevity Pay Program

The terms and conditions concerning longevity pay as described in the MOU dated June 23, 2004 apply to this successor MOU.

#### D. Health Insurance

1. During the term of the MOU, the District shall pay the full premium costs for the group health insurance provided through PERS to a maximum amount for the least expensive family plan option accepted by the majority of medical providers practicing in Big Bear Valley. All changes to medical plan costs, and concurrent payroll deductions will be made starting with the first full pay period in July 2009 and each subsequent first pay period in December thereafter as medical insurance costs change.

2. PERS and the District shall determine eligibility for health insurance benefits.

#### E. Dental Insurance

1. During the term of this MOU, the District shall pay the full premium costs for the group dental insurance plan "B" provided through The Association of California Water Agencies for eligible bargaining unit employees and eligible dependents.

2. ACWA, Delta Dental of California and the District shall determine eligibility for dental insurance benefits.

#### F. Vision Plan

1. During the term of this MOU the District shall provide and pay for a vision plan for all employees and qualified family members as provided by the Association of California Water Agencies, Vision Service Plan B-10.

2. ACWA/Vision Service Plan and the District shall determine eligibility for vision insurance benefits.

#### G. Life Insurance

The District shall discontinue the purchase of life insurance for employees. In place of insurance, should an employee die while in the employ of the District, the District agrees to pay the surviving beneficiary the sum of \$15,000. It will be the responsibility of each employee to maintain the name of a current beneficiary on file with the District.

#### H. Retiree Health Insurance

The District will provide health insurance benefits to retirees of the District as required by the PERS rules and the agreement between the District and PERS. The District will fund the full amount of the annual required contribution to implement GASB 45 through the California Employers Retiree Benefit Trust as determined by actuarial valuation.

#### I. Employee Assistance Program.

The General Manager shall issue a referral to any employee or dependent expressing a desire to avail themselves of the employee assistance program (no questions asked).

#### J. Deferred Compensation Plans.

The Employer shall maintain the deferred compensation plans in existence on the date of this MOU.

### **IV. WORK HOURS AND LEAVES**

#### A. Flex Time

The Employer may allow the employees other than Department Superintendents the option of adjusting their work schedules in order to fulfill personal commitments. Any such adjustment must be approved in advance by the Superintendent and shall only be approved based on a determination that there is no adverse impact on District operations.

#### B. Compensatory Time Off

Compensatory time may be accumulated and used in accordance with Ordinance 186; maximum accumulation allowed is 80 hours.

#### C. Standby Time

Employees required to standby "on call" shall receive 16 hours per week of standby duty paid at the employee's applicable straight time rate. All other provisions of Ordinance 186 relative to standby time shall apply.

#### D. District Recognized Holidays

All District Recognized holidays shall be observed in accordance with Ordinance 186. In addition, Christmas Eve and New Year's Eve shall be recognized by the District as legal holidays. These two days shall be adjustable each year to coincide with the closest weekend. For example, if Christmas Eve falls on Wednesday and Christmas is on Thursday, the District shall recognize Thursday as Christmas and Friday, December 26, as Christmas Eve (observed).

#### E. Vacations

The section of Ordinance No. 186 titled "Vacations" shall be modified under paragraph E to read: "Regular full-time employees may sell back to the District a portion of accrued vacation and compensatory time not to exceed 80 hours."

#### F. Leaves

The section of Ordinance No. 186 titled "Leaves" shall be modified to delete paragraph L.

### V. ASSOCIATION BUSINESS

The terms and conditions concerning Association business as described in the MOU dated June 23, 2004 apply to this successor MOU.

### VI. ORDINANCE # 186

Changed pursuant to the meet and confer process set forth in Article XIII, subsection "C" below, and as modified by this MOU, the District's Personnel Rules, Ordinance 186, as amended to date, are incorporated into this MOU and form a part hereof.

## **VII. LAYOFFS**

The District will not initiate layoffs or furloughs during the term of the MOU, not including disciplinary actions involving discharge of employment for cause.

## **VIII. SAFETY**

### **A. Safe Practices.**

The Association and the District acknowledge that all employees are obligated to conduct themselves in a safe and reasonable manner when performing their jobs.

### **B. Clothing and Equipment**

1. The District shall determine and provide, consistent with law, the equipment necessary for an employee to perform safely the employee's job duties. Such safety equipment shall include, but shall not be limited to, steel-toed safety work boots, safety goggles, gloves, hard hats, etc.

2. The Employer shall determine the style and/or types of District-issued wearing apparel.

3. The district shall provide safety boots in accordance with Ordinance 186.

## **IX. ANTI-DISCRIMINATION CLAUSES**

A. Equal Employment Opportunity. The District and the Association believe that all persons are entitled to equal employment opportunity, and consistent with applicable California and federal law they will continue their commitment not to discriminate against employees based on race, color, religion, sex, national origin, ancestry, age, marital status, disability or medical condition, or on any other basis protected by California and federal law.

B. Americans with Disabilities Act. The District and the Association shall fully comply with the Americans with Disabilities Act.

## **X. PERSONAL USE OF DISTRICT PROPERTY**

The use of District property for the personal benefit of employees shall be limited to the following:

A. Use of District property incidental to their employment such as parking spaces, facilities such as restrooms, etc. during working hours while performing work related duties.

B. Use of District telephones to make necessary or emergency phone calls to the local area.

C. Use of District vehicles by Superintendents assigned a vehicle to drive to and from work, and to perform work-related duties only.

D. Use within the Big Bear Valley of District vehicles while required to stand by "on-call."

E. Use of District paper cutter and three-hole punch during off-duty time.

F. Use of available service bays at the District Yard and at the office garage on off-duty time when such facilities are otherwise open for operation, for the purpose of installing snow chains on an employee's personal vehicle(s) during inclement weather; subject to the condition that there shall be no use of District lifts, and/or other equipment, tools, or supplies, and that no assistance is provided by on-duty employees.

G. Use of District copy machines provided that the District is reimbursed at the prevailing rate established in the District's fee resolution for all copies produced.

H. The provisions of the above Article X, supersede and make null and void provisions of Ordinance No. 186 that grant the General Manager or Superintendents the discretion to authorize the use of District property for the personal benefit of Employees.

## **XI. PERSONNEL FILES**

A. Upon advance, reasonable request from an employee, the employee shall have the right to access his/her own personnel file during regular business hours. Copies of any document placed in the employee's file may be requested provided that the employee agrees to pay the reasonable cost of producing these documents.

B. Any document which is placed in an employee's personnel file shall be made available to the employee prior to or at the same time that it is placed in the personnel file. No complaints from citizens or other employees shall be placed in an employee's personnel file unless the complaint is accompanied by a specific disciplinary action related to the complaint.

C. Voluntary Payroll Deductions. The District will honor an employee's written request to make Payroll deductions where the cost of providing such service is determined by the General Manager to be nominal.

D. Pay Rate Verification. The District will not provide information on the pay rates of individual employees unless required to do so by law, if the employee puts the matter in issue against the District or if an employee so authorizes in writing. Nothing in this subsection shall be construed to prevent the Employer from providing on request information related to the pay

rates or pay ranges of individual position classifications.

## **XII. MAINTENANCE OF ASSOCIATION MEMBERSHIP**

The terms and conditions concerning Association membership as described in the MOU dated June 23, 2004 apply to this successor MOU.

## **XIII. TERM OF THE MOU**

A. This MOU shall be binding on the parties when approved and adopted by Association followed by approval by the Board of Directors pursuant to Government Code §3505.1.

B. Upon approval by the District Board of Directors, this MOU shall become effective on July 1, 2009 and terminate on June 30, 2011 ("the termination date"). All provisions of this MOU shall expire on the termination date unless extended by written agreement of the parties.

C. In the event either party desires to meet and confer regarding changes to District Ordinance 186, or those aspects of the District job descriptions, which are subject to the obligation to meet and confer under the Meyers-Milias-Brown Act, that party shall serve written notice upon the other of its desire to meet and confer over such matters. Meet and confer sessions shall begin no later than twenty (20) calendar days from the date of receipt of the notice to commence negotiations over subjects covered by this subsection C. If the parties are unable to reach agreement on the matters covered by this subsection C, the provisions of District Resolution No. 660 shall apply.

D. In the event either party desires to meet and confer over the provisions of a successor MOU, the party desiring to meet and confer shall serve upon the other, during the period from March 1, 2011 to April 1, 2011 its written request to commence negotiations. Meet and confer sessions shall begin no later than twenty (20) calendar days from the date of receipt of the notice to commence negotiations.

## **XIV. SAVINGS CLAUSE**

The provisions of this MOU are hereby declared to be severable. If any provision of this MOU is for any reason deemed by a court of competent jurisdiction to be unconstitutional, illegal, invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and the action of the court shall not be construed to void or nullify the entire Agreement. Those parts not declared void, shall be binding upon the parties, provided however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected.

## **XV. INTEGRATION**

A. Subject to the terms and conditions set forth herein, this MOU and the attachments

hereto form the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiations during the term of this MOU, except as provided in Article XIII., subsection C above.

B. The agreement expressed herein constitutes the entire agreement between the parties and no oral or written statements shall add to or supersede any of its provisions.

C. This MOU may only be amended by a written document signed and dated by both the District and the Association.

ASSOCIATION


By:   
Greg Ricketts  
Big Bear City Community Services District Employees Association President

  
Dan Long  
San Bernardino Public Employees Association Labor Representative

Date: 4-9-09

DISTRICT

By:   
John Day  
Big Bear City Community Services District Board President

  
Mary Reeves  
Big Bear City Community Services District Board Secretary

Date: 4-6-09