

**MEMORANDA OF UNDERSTANDING
BETWEEN
THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT
AND
THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT EMPLOYEES
ASSOCIATION
MANAGEMENT/SUPERVISORY/CONFIDENTIAL EMPLOYEES BARGAINING
UNIT
AND
MISCELLANEOUS EMPLOYEES BARGAINING UNIT**

July 1, 2004 to June 30, 2007

I. PREAMBLE

- A. These Memoranda of Understanding (“MOU’s” or “Agreements”) are 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 Mayers-Miliias-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: Administrative Services Manager, Finance Officer, Safety & Environmental Program Manager, Human Resource Coordinator (Confidential), Sewer Foreman, Sewer Superintendent, Solid Waste Foreman, Solid Waste Superintendent, Water Foreman, 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, Customer Service Representative, Collection Systems Operator, Mechanic, Meter Lead worker, Network and Systems Administrator, Recycling Specialist, Fire Administrative Assistant, Solid Waste Collection Specialist, Water Services Worker.

III. COMPENSATION

A. Cost of Living Adjustment

Effective the first pay period of FY 2004-2005 a 2.5% cost of living adjustment will be added to all represented pay scales. Effective the first pay period of FY 2005-2006 an additional 2.5% cost of living adjustment will be added to all represented pay scales. Effective the first pay period of FY 2006-2007 an additional cost of living adjustment will be added to all represented pay scales. The final adjustment shall be equal to the CPI for this area as listed for the month of April 2006.

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 2% at 55 retirement plan contribution for Local Miscellaneous Employees for all bargaining unit employees.
2. During the term of the MOU, the District shall pay on behalf of each bargaining unit employee the full amount of the required employer's contribution to PERS, and shall also pay the full amount of the required employee's contribution to PERS.
3. One time during the term of the MOU the BBCCSD agrees to meet and confer with the Bargaining Unit, relevant to making changes to the retirement benefit. This is not to be interpreted to be an agreement to accept any provision but merely an agreement to discuss the options offered by PERS. Any plan changes would have to be negotiated under the provisions of meet and confer requirements.

C. Longevity Pay Program

1. The terms and conditions concerning longevity pay, found in Ordinance #186 shall be modified as it relates to employees covered by this MOU. There shall be one longevity payment of 10% of the employees current annual gross salary made to an employee upon that employee's 25th anniversary of permanent employment with the District.
2. The provisions of this change to Ordinance #186 shall be effective on August 1, 2004. All previous longevity pay adjustments shall remain in effect with no additional pay increases except as provided in C. 1. above.

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 available through PERS. All changes to medical plan costs, and concurrent payroll deductions will be made starting with

the first pay period in December 2004, 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

To the extent that the District continues providing health insurance benefits through the PERS health insurance program, the District will provide health insurance benefits to retirees of the District if, and as required, by the PERS Rules and the agreement between the District and PERS.

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).

V. ASSOCIATION BUSINESS

A. Access To District Facilities and Information

1. Authorized non-employee Association representatives will be given access to work locations during working hours to post bulletins on District bulletin boards provided that they do not interfere with employee work. The Association shall give the General manager or his designee a written list of such authorized non-employee Association representatives. The Association may submit a revised list from time to time and only those people whose names appear on the current list in effect shall be granted access under this provision.
2. The District will make available to designated employee representatives of the Association information pertaining to employment relations as is contained in the public records of the District. Requests for such information shall be made to the General Manager or his designee, and such information shall be made available during regular office hours after payment of reasonable costs of duplication, if duplication is requested. Nothing herein shall be construed as

requiring the District to furnish confidential information or to do research, to assemble information, or to compile data.

3. Bulletin Boards.

The Association shall be provided adequate space on District bulletin boards for the purpose of posting notices to members of the bargaining units.

B. Association Representation

1. The Association may appoint up to two employees for each bargaining unit to serve as stewards. The Association shall notify the Employee Relations Officer in writing of those employees appointed as stewards. Stewards may receive, investigate and process complaints or grievances of employees. When the nature of the grievance requires immediate action i.e. irreparable harm to an employee, stewards may be permitted to leave their regular work area upon request to their supervisor. Such request shall not be unreasonably denied.
2. Association representatives in the bargaining units shall have an aggregate total of 144 hours per fiscal year of leave without loss of pay or benefits when formally meeting and conferring with the District representatives, grievance representation, and other Association business. Hours not used at the end of any year shall not be carried over to the following year. The Association shall provide reasonable advance written notice to the Department Superintendent specifying the dates and hours of leave requested and the personnel involved. Such leave shall not be unreasonably denied by the Superintendent.
3. The provisions of this subsection B supersede, and make null and void, the provision entitled "Employer-Employee Relations" on page 101 of Ordinance 186.

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 shall give employee(s) subject to layoff no less than thirty (30) calendar days' advance notice of such layoff(s) and the reason(s) therefore.

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. 122 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 MEMBERSHIP

- A. Any bargaining unit employee who voluntarily joins the Association shall remain a member of the Association during the term of the MOU. Upon expiration of the MOU, a bargaining unit employee who has joined the Association may withdraw from the Association should he or she so elect. This Article shall be subject to the provisions of Government Code §3502.5, and may be revoked pursuant to said section.
- B. The Association shall send copies of the voluntary membership form set forth below as notification to the District of the bargaining unit employees who have become members of the Association pursuant to this Article XII.
- C. The membership form shall read:

“This form shall signify that I have voluntarily become a member of the Big Bear City Community Services District Employees Association (“Association), and thereby have become subject to the Association’s Constitution and By-Laws. Upon joining the Association, my membership shall remain in effect, and shall be irrevocable, until the termination of the current Memorandum of Understanding between the Association and the District, effective July 1, 2004 to June 30, 2007. Association membership shall be subject to all applicable constitutional and statutory provisions regarding public employee membership in employee organizations.

Signed _____

Dated _____

- D. The District shall deduct Association dues from the paychecks of those bargaining unit employees who sign written authorizations, in the form set forth below, for the District to do so, and the District will transmit those monies to the Association. The District shall make these deductions in the same manner as other payroll deductions are made.
- E. The dues deduction authorization form shall read:

“I hereby authorize the Big Bear City Community Services District to deduct from my paychecks and transmit to the Big Bear City Community Services District Employees Association, an amount designated by the Association for dues. This authorization shall remain in effect until revoked by me in writing, at any time, by sending written notice to the Association and the District.

Signed _____

Dated _____

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, 2004 and terminate at 11:59 p.m., June 30, 2007 (“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, 2007 to April 1, 2007 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: _____

Date: _____

DISTRICT

By: _____ (Date) _____
Robert W. Colven
President

Attest: _____ (Date) _____
Karyn Oxandaboure
Secretary