

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT AND
THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT EMPLOYEES ASSOCIATION
JULY 1, 2017 TO JUNE 30, 2021**

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: Administrative Department Manager, Finance Officer, Human Resources Manager/Board Secretary, Sewer Foreman, Sewer Superintendent, Solid Waste Foreman, Solid Waste Superintendent, 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: Collection Systems Operator, Customer Service Representative, Financial Analyst, Information Technologies Manager, Solid Waste Collection Specialist, and Water Services Worker.

III. COMPENSATION

A. Cost of Living Adjustment

Upon the date of ratification of the Memorandum of Understanding by the parties, all employees shall receive a two and one-quarter percent (2.25%) Cost of Living Adjustment effective July 1, 2017. July 1, 2018, all employees shall receive a two and one-quarter percent (2.25 %) Cost of Living Adjustment. July 1, 2019, all employees shall receive a two and one-quarter percent (2.25%) Cost of Living Adjustment. July 1, 2020, all employees shall receive a two and one-quarter percent (2.25%) Cost of Living Adjustment.

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 currently employed bargaining unit employees. During the term of the MOU, the District shall pay the full amount of the required employer's contribution for the 2.5% at 55 retirement plan formula for Local Miscellaneous Employees hired after July 1, 2011. As mandated by the California Public Employees' Pension Reform Act of 2013, Local Miscellaneous Employees hired after January 1, 2013 will be enrolled in the 2% at 62 retirement formula and will be responsible for 50% of the normal cost of their retirement.

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

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 employee's 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 set a medical benefit contribution cap that is equal to 98% of the average cost of all HMO plans for an Employee and 2+ dependants offered in our area. This cap shall be adjusted every year during the term of this MOU as medical insurance costs change. All changes to medical plan costs, and concurrent payroll deductions will be made starting with the first full pay period in December 2013 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. The District shall pay full premium costs for the group Dental Preferred Option (DPO) insurance provided through Delta Dental of California ACWA-Plan B including orthodontics for eligible bargaining unit employees and eligible dependants.

2. 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 District shall fund an Employee Assistance Program for all employees.

J. Deferred Compensation Plans.

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

K. Ambulance Service Coverage

The District agrees to purchase an Ambulance Service Membership for each employee for each year of the MOU.

IV. WORK HOURS AND LEAVES

A. Compensatory Time Off

Compensatory time may be accumulated and used in accordance with Ordinance 186. All bargaining unit employees may sell back to the District up to 80 hours of compensatory time each pay period. Upon ratification, the cap on compensatory time shall be increase to one hundred twenty (120) hours.

B. 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.

C. 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).

D. 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 not to exceed 80 hours per calendar year."

Due to limited opportunity to earn compensatory time, Administrative Department employees may sell back to the District a portion of accrued vacation not to exceed one hundred twenty (120) hours per calendar year.

E. Leaves

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

F. Time off for Blood Donations

All bargaining unit employees who donate blood without receiving compensation for such donation may have up to two (2) hours off with pay.

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 members 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. 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. Ordinance 186 shall be amended to increase the cost of the employee work boot allowance from \$150 to \$165.
4. All employees required to perform duties once assigned to the Safety Compliance Coordinator position shall be provided with adequate training. The training shall be mutually agreed upon by the Association and the District.

VII. ANTI-DISCRIMINATION CLAUSES

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.

VIII. 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.

IX. 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 rate or pay ranges of individual position classifications.

X. MAINTENANCE OF ASSOCIATION MEMBERSHIP

The District shall deduct Association dues from the paychecks of those bargaining unit employees who sign written authorizations 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.

XI. GRIEVANCE PROCEDURE

A. Definition of grievance — A grievance is a dispute over a disciplinary action, alleged harassment, the interpretation or application of a District personnel policy regularly enacted by the Board of Directors or a portion of this Personnel Policy and Procedures Manual.

B. General provisions:

1. The failure of grieving party to act within any of the hereinafter prescribed time limits shall be a bar to further appeal.
2. The failure of the District to give a decision within any such time limits shall permit the grieving party to proceed to the next step.
3. All "days" referred to in this Section refer to calendar days. If the last calendar day to file a grievance, response or appeal falls on a day in which the offices of the District are closed for business, then the time for filing shall be extended until the next day the District offices are open for business.
4. A grieving party is entitled to representation at any step of the grievance procedure. Such representation shall be at the employee's sole expense.

C. Levels of the grievance procedure:

- 1 Step 1 (informal) - Within 10 days of the occurrence of an alleged grievance, the employee may request that the immediate Department Superintendent discuss the grievance with the employee and attempt to find a solution to the matter. Discussions should include the facts or allegations upon which the grievance is based, including specific allegations of the District Personnel Policy violated, and the remedy or correction that the employee desires.

Within 10 days of the filing of the alleged grievance, the immediate Department Superintendent shall give a verbal reply to the employee.

In the event the immediate Department Superintendent and the employee are unable to arrive at a satisfactory decision and the employee decides to proceed further, the employee must present a written grievance to the General Manager as herein provided.

- 2 Step 2 (General Manager) — A written grievance to the Manager must be presented within 10 days of the Department Superintendent's response in Step 1, by completing and submitting to the Manager the grievance form attached hereto entitled "Grievance to General Manager".

In the case of discharge or other disciplinary action imposed by the General Manager, the employee may appeal said action by proceeding directly to Step 3 of the District's grievance procedure. Such appeal must be filed within 10 days of the date the employee is notified of the disciplinary action by the General Manager.

When the grievance is reduced to writing there is to be set forth in the spaces provided on said form all of the following:

- a) Alleged violations of District personnel policies;

- b) Facts or allegations upon which the grievance is based; and
- c) A statement of the remedy or correction desired by the employee.

The Manager will make a written answer in the space provided on said form and deliver a copy thereof to the employee within 10 days after receipt of the written grievance.

Good faith effort shall be made by all parties to settle grievances at Step 1 or Step 2.

3. Step 3 Committee — If it is decided by the employee to appeal from the Manager's written answer in Step 2, the employee shall, within 10 days of receipt of said written answer, make such an appeal in writing by completing and delivering to the Employee Relations Committee of the Board of Directors the form attached hereto entitled "Appeal to the Employee Relations Committee", showing the date and time in the spaces provided and setting forth the following:

- a) A brief statement of the reason for the appeal from the decision of the Manager;
- b) Alleged violations of District personnel policies;
- c) Facts or allegations upon which the grievance is based; and
- d) A statement of the remedy or correction requested of the District.

If said form is properly completed, the Employee Relations Committee shall meet with the employee within 10 days of receipt thereof. The employee shall be given at least 48 hours written notice of such meeting.

The Employee Relations Committee shall serve upon the employee a written reply within 10 days of the date of the meeting at which the grievance is heard. Nothing shall prevent the Employee Relations Committee from meeting with the employee's Department Superintendent, the Manager, other employees, or members of the public.

4. Step 4 — (Board of Directors or its designee) — If it is decided by the employee to appeal from the Employee Relations Committee's written answer in Step 3, the employee shall, within 10 days of receipt of said written answer make such a appeal in writing by completing and delivering to the Secretary of the Board of Directors the grievance form attached hereto entitled "Appeal to the Board of Directors or its Designee", showing the date and time in the spaces provided and setting forth the following:

- a) A brief statement of the reason for the appeal from the Employee Relations Committee;
- b) Alleged violations of District personnel policies;
- c) Facts or allegations upon which the grievance is based; and

- d) A statement of the remedy or correction requested of the District.

The Secretary of the Board of Directors shall immediately forward copies of the form as filed to all Board members. A hearing before the Board of Directors or its designee shall be set not less than 10 nor more than 30 calendar days from receipt of the employee's written appeal, unless in the judgment of the Board it is impractical to set the matter for hearing within 30 days. In such case, the Board of Directors shall set the hearing within a reasonable period of time. Nothing herein shall limit the discretion of the Board of Directors to select a party or parties to sit as its designee.

The Board's designee shall immediately report his recommendation to the Board of Directors who shall, within 30 days of the hearing, serve on the employee its written decision which shall, insofar as is possible, be made in the space provided therefore on a copy of the written appeal of the employee. Said decision shall be final and binding upon the employee.

Form Examples:

Forms
GRIEVANCE PROCEDURE
 STEP TWO
REQUEST TO GENERAL MANAGER

DATE _____ DEPARTMENT _____

GRIEVANCE OF _____

DATE OF GRIEVANCE _____ TIME _____ A.M./P.M.

A. Statement of grievance: District personnel policy claimed to have been violated and facts or allegations upon which grievance is based

B. Remedy or correction requested of the District:

Signature of Employee _____ Date _____

Received by General Manager: Date _____ Time _____ A.M./P.M.

General Manager's Answer:

Signed _____

Delivered to Employee Date _____ Time _____ A.M./P.M.

cc: District, Employee (after answer), General Manager, Employee (before answer)

GRIEVANCE PROCEDURE
 STEP THREE
REQUEST TO EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

DATE _____ DEPARTMENT _____

GRIEVANCE OF _____

DATE OF GRIEVANCE _____ TIME _____ A.M./P.M.

A. Statement of the reason for appeal from decision of General Manager:

B. Statement of Grievance: District personnel policy claimed to have been violated and facts and allegations upon which grievance is based:

C. Statement of the remedy or correction requested of the District:

Delivered to: Employer-Employee Relations Chairman - Date _____ Time _____ AM/PM

Signature of Employee _____

ANSWER:

Returned to Employee on: Date _____ Time _____ A.M./P.M.

Signed _____

Title _____

cc: District file, Employee (after answer) General Manager, Employee (before answer)

GRIEVANCE PROCEDURE

STEP FOUR

APPEAL TO BOARD OF DIRECTORS OR ITS RESOLVE

DATE _____ DEPARTMENT _____

GRIEVANCE OF _____

DATE OF GRIEVANCE _____ TIME _____ A.M./P.M.

A. Statement of the reason for appeal from decision of Employee-Employee Relations Committee

B. Statement of Grievance: District personal policy claimed to have been violated and facts and allegations upon which grievance is based:

C. Statement of remedy or correction requested of the District:

Delivered to Secretary of the Board of Directors: Date _____ Time _____ AM/PM

Signature of Employee _____

DECISION:

Returned to Employee on: Date _____ Time _____ A.M./P.M.

Signed _____

Title _____

cc: District file, Employee (after answer) General Manager, Employee (after answer)

XII. OUT-OF-CLASSIFICATION PAY

A. **New Positions or Classes of Positions:** All newly created positions or classes of positions, unless specifically exempted by law, shall be assigned to the bargaining unit if the job description's described duties are performed by employees in the bargaining unit or which, by the nature of the duties, should reasonably be assigned to the bargaining unit. In the event there is a dispute as to whether or not the position is to be included in the bargaining unit, either party may petition the Public Employment Relations Board for Unit Clarification.

B. **Inconsistent Duties:** If a bargaining unit member is required to perform duties outside the normal duties of the position for a period of more than 5 working days out of any 15 working days, the salary shall be adjusted upward to reasonably reflect the duties required to be performed for the entire period he/she is required to work out of classification.

C. This provision is not intended to apply to the situation that exists when a bargaining unit member is assigned to substantially all the duties of a higher classification. In that event, such bargaining unit member shall be entitled to the higher rate of pay for all time worked in such higher classification.

D. **Salary Placement of Reclassified Positions:** When a position or class of positions is reclassified to a higher salary range, the position or positions shall be placed on the salary schedule in a range, which will result in at least a one (1) range increase above the salary of the existing position or positions.

XIII. TERM OF THE MOU

A. This MOU shall be binding on the parties when approved and adopted by the Association, followed by the 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 the date of execution, and expire on June 30, 2021. The terms and conditions of the Memorandum of Understanding shall remain in force during the course of collective bargaining until such time as a successor MOU has been ratified; or the applicable impasse and fact-finding procedure has been exhausted.

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 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, 2021 to April 1, 2021 its written request to commence negotiations. Meet and confer sessions shall begin no later than 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: 6-20-17
Michael Lindquist
Big Bear City Community Services District Employees Association President

_____ Date: _____
Anthony Walters
Solidarity Consulting, LLC

DISTRICT

By:  Date: 6-19-17
John Green
Big Bear City Community Services District Board President

 Date: 6-20-17
Mary Reeves
Big Bear City Community Services District Board Secretary

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ASSOCIATION

By:  Date: 6-20-17
Michael Lindquist
Big Bear City Community Services District Employees Association President

 Date: 6-21-17
Anthony Walters
Solidarity Consulting, LLC

DISTRICT

By:  Date: 6-19-17
John Green
Big Bear City Community Services District Board President

 Date: 6-20-17
Mary Reeves
Big Bear City Community Services District Board President