

Tentative Agreement

 ^{DS}
Wesley Shryock
For the District

 ^{DS}
Alan Lee
For the Union

April 12, 2024

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BEAR VALLEY COMMUNITY SERVICES DISTRICT
AND
THE CALIFORNIA FEDERATION OF PUBLIC SERVICE EMPLOYEES**

**ARTICLE I
RECOGNITION**

1.1. This Agreement is by and between the Bear Valley Community Services District (“**District**”) and the California Federation of Public Service Employees (“**Union**” or “**FPSE**”). The District recognizes FPSE as the **sole and** exclusive representative for **Bargaining Unit 2** under the Meyers-Milias-Brown Act (MMBA), as referenced in **Public Employment Relations Board** (“**PERB**”) Case No. LA-RR-1341-M.

1.2. **The Bargaining Unit includes all full-time, part-time and seasonal employees in the following classifications: Maintenance Workers, Wastewater Operators, Water Operators, Road Crew Workers, Gate Workers, Accountant, Billing Assistant, Office Assistant, Administration Specialist, and Communication Specialist Supervisors-Waste Water, Roads, Water, General Services. The unit is to exclude Department Heads, the Human Resources Director, the Assistant General Manager, the General Manager, and all sworn personnel.**



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ARTICLE II
DEFINITIONS

2.1. Bargaining Unit: The term “bargaining unit” as used in this Agreement refers to **Bargaining Unit 2**, as defined by **Article 1, Recognition**.

2.2. Employee: The term “employee” as used in this Agreement refers to a person **currently employed by the District in classification in this bargaining unit**.

2.3. Day: The term “day” as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day, and including the last, unless the last day is a holiday or other day on which the District is not regularly open for business, and then it is also excluded.

2.4. Parties: The term “parties” as used in this Agreement refers to the **Bear Valley Community Services District and the Federation of Public Services Employees (CA)**.

2.5. Union: The term “Union” as used in this Agreement refers to the **Federation of Public Services Employees (CA)**.

2.6. Union Representative: The term “Union Representative” as used in this Agreement refers to a person who has been officially designated in writing by the Union as a **Union Representative**.

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ARTICLE III
EFFECT OF AGREEMENT

3.1. **This Agreement constitutes the entire Agreement of the FPSE and the District, arrived at as a result of meeting and conferring, regarding the issues included in this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous Agreements, understandings, and prior practices related to matters included within this Agreement.**

3.2. It is further recognized that this Agreement is not all inclusive and the fact that certain **subjects** have not been specifically covered in the Agreement does not alleviate responsibility of either party to consult or negotiate with the other **in accordance with legal requirements.**

3.3. The District **shall** provide advanced notice and an opportunity to meet and confer prior to making any changes related to wages, hours, and working conditions. **The scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order.**

3.4. **In cases of emergency, where an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the District shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution or regulation.**

Savings Clause

3.5. Should any section or provision of the Agreement be held contrary to the law by a court of competent jurisdiction **or governmental agency having authority over the provision(s)**, such invalidation of such section or provision shall not invalidate the remaining portions of this Agreement, and shall remain in full force and effect for the duration of this Agreement.

3.6. The District and the Union agree at the time such section or provision is declared illegal, to bargain where possible **and if necessary**, a provision to replace that portion declared illegal.

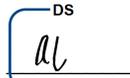
Continuing Effect of the District Employee Manual & Personnel Policies

3.7. The District has promulgated various rules and regulations contained in the District Employee Manual & Personnel Policies, approved on September 10, 2020, which affect all District employees, including employees covered by this MOU.

3.8. The parties acknowledge that the District Employee Manual & Personnel Policies **is binding on bargaining unit employees** unless a specific provision of the Manual is contradicted by the terms of this MOU, **in which case the terms of this MOU supersede unless stated otherwise within the MOU, District Policy, ordinance, or the District Employee Manual & Personnel Policies.**

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ARTICLE IV UNION RIGHTS

Union Membership and Dues

4.1. **The District and the Union acknowledge that the right to join the bargaining unit is voluntary.** The District agrees not to interfere with the right of its employees to become members of the Union.

4.2. **For employees who wish to belong in the Union, the District shall cause dues to be deducted from their paycheck based on written certification from the Union that it has and will maintain written authorization for the deduction from the employee. It is the responsibility of the Union to ensure that dues deductions have been authorized by the employees in writing. The employee may, for any reason, cancel their authorization for such a payroll deduction by providing written notice to the Union.**

4.3. **The Union shall hold harmless and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against claims, disputes, or challenges which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any matter pertaining to Union dues. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.**

4.4. The District, or its agents, shall not discriminate against, interfere with, restrain, or coerce any employee because of **their** membership in the Union.

Labor-Management Committee

4.5. The parties agree to meet for Labor-Management **Committee** meetings on a quarterly basis, on mutually agreeable dates.

Union Release

4.6. Union **Representatives** shall be granted **reasonable** time, **without loss of compensation**, to conduct Union **business**, to the extent it does not unreasonably disrupt work-place operation. **The Union and/or Union Representative must provide fourteen (14) days advanced notice to management. Leave under this provision may be used for formally meeting and conferring with the District on matters within the scope of representation, testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission, testifying or appearing as the designated representative for the employee organization in matters before a personnel or merit commission, attendance to labor-management committee meetings, and formal representation of employees in relation to the scope of representation.**

4.7. **The term “without loss of compensation” as used in this Article shall be exclusive of actual overtime costs incurred by the District in complying with the provisions of this Article. Employees are not authorized to incur overtime while on Union Leave.**

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4.8. Employees conducting union business during meal periods or while on unpaid leave shall not be compensated. Union business conducted during non-work hours shall not be compensated by the District.

4.9. The District will provide a reasonable space on the **three (3)** designated bulletin boards where Union members report to work. FPSE shall designate a representative(s) that will be allowed to service and update **the Union designated space on** the board. The Board shall be used for the following union business:

- (a) Union recreation, social, and related news bulletins
- (b) Notice of schedule for Union meetings
- (c) Official business reports and newsletters of the Union
- (d) Notice of benefits available to Union Members

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ARTICLE V
MANAGEMENT RIGHTS

5.1. It is understood and agreed that it is the interest and prerogative of the District to operate and manage its affairs to the full extent of the law, **including in recognition of its obligations under the Meyers-Milias Brown Act**. Included in, but not limited to those duties and powers that are the District's exclusive prerogative to determine its organization; direct work of its employees; and determine the times and hours of site operation. The District shall determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of the employer's operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take appropriate action on any matter in the event of an emergency. The District retains the rights to hire, lay-off, assign, evaluate, promote, transfer, terminate, and rehire employees, as long as it does not violate the provisions of this Agreement. It is understood and agreed that applicable law governs this provision and that it is in the party's interest and the prerogative of the District to operate and manage its affairs to the full extent of the law.

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ARTICLE VI
SALARY & COMPENSATION

6.1. **The salary schedule for bargaining unit employees, as approved by the District Board of Directors, is found in Appendix A. The District reserves the right to update the salary schedule to reflect annual salary increases pursuant to Provision 6.2.**

6.2.

(a) **For Fiscal Year July 1, 2023-June 30, 2024, employees shall receive a 3% base salary increase retroactive to July 1, 2023, or to their first date of employment if after July 1, 2023.**

(b) **For Fiscal Year July 1, 2024-June 30, 2025, employees shall receive a base salary increase commensurate with the March CPI data from the prior fiscal year. In no circumstances shall the base salary increase exceed 3%.**

(c) **For Fiscal Year July 1, 2025-June 30, 2026, employees shall receive a 2.5% base salary increase.**

(d) **In recognition of this first time agreement, employees that were employed during Fiscal Year July 1, 2022-June 30, 2023, shall receive an additional ~~3.5%~~ 4% retroactive base salary increase.**

Stand-By Duty and Call-Back Pay

6.3. Stand-by Duty and Call-Back Pay program parameters are outlined in the Public Works Standby & Emergency Call-Out Policy of the District Employee Manual & Personnel Polices. Compensation for Stand-by Duty shall be ~~\$60~~ **\$65** per day. The employee shall be paid reasonable travel time both to and from the job site, not to exceed **forty-five (45) minutes** of travel time, when called back to a worksite while on standby.

Uniforms/Boot Allowance

6.4. Employees assigned to wear safety boots shall be provided a yearly ~~\$250~~ **\$265** allowance.

6.5. The District shall provide any uniform **required to be worn by employees.**

Cell Phone Stipend

6.6. **The policy regarding District issued cell-phones are outlined in the District Employee Manual & Personnel Polices.** Bargaining Unit members who opt- to use their **personal cell phone in lieu of a District** issued cell phone will be provided with a ~~\$50.00~~ **\$53.00** per month cell phone allowance.

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Working Out of Class

6.7. Employees assigned by the District to **temporarily** work in a higher paying classification in excess of **fifteen (15) calendar days shall be compensated in accordance with the provisions of the District Employee Manual & Personnel Polices. Employees shall be placed in an out of -class assignment if they perform the work of the higher classification for more than ninety (90) days, and be compensated at the lowest step of the higher classification.** This provision does not apply when the employee is assigned to perform duties as part of the Industrial Injury Light Duty Program **or Temporary Transfers Program.**

Longevity Pay

6.8. All **full-time** employees covered by this Agreement shall receive ~~receiving a standard- or better annual performance evaluation shall receive~~ longevity pay as follows:

5% of base pay after completing 10 years of service with the District
10% of base pay after completing 15 years of service with the District
15% of base pay after completing 20 years of service with the District
20% of base pay after completing 25 years of service with the District

Certification Bonus

6.9. The District shall pay for all **required** training, **contact hours**, examinations and renewal fees for licenses and certifications required by the District.

6.10. **Reimbursements for certifications that support employee development shall be discretionary as outlined by District Employee Manual & Personnel Polices.**

6.11. **When fiscally possible, the District agrees to budget \$10,000 annually for employee professional development.**

6.12. The one-time Certification Bonus outlined in the District Employee Manual & Personnel Polices shall increase from \$300 to \$500.

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ARTICLE VII BENEFITS

7.1. Benefits for employees are pursuant to the District Employee Manual & Personnel Policies. **Such benefits, including those listed below, shall be provided by the District through carriers selected by the District.**

Medical

7.2. **The District agrees to pay 100% of the employee and eligible family member monthly premiums based on the lowest single rate medical plan available. Employees may enroll in upgraded options at their own expense. Monthly premiums will be payroll deducted on a pre-tax basis.**

7.3. **Employees who opt-out of District offered medical coverage, and who provide proof of alternative coverage, shall receive \$175 a month in waiver credit which may be used towards their CalPERS 457 contribution, vision, voluntary life insurance, or optional supplemental plans.**

Dental

7.4. **The District agrees to offer voluntary Dental coverage and to pay 100% of the employee and eligible family members monthly premiums for employees who opt-into the District offered Dental plan. Currently, the District provides coverage through Guardian. Effective July 1, 2024, the District will offer a voluntary optional supplemental plan through Metlife.**

Vision

7.5. **The District agrees to offer voluntary coverage for the employees and eligible family members, with premiums payroll deducted on a pre-tax basis. Currently, the District provides coverage through Guardian. Effective July 1, 2024, the District will offer a voluntary optional supplemental plan through Metlife.**

Life Insurance

7.6. **The District agrees to provide employees with \$75,000 group life and accidental death and dismemberment insurance. Currently, the District provides coverage through Guardian. Effective July 1, 2024, the District will offer a voluntary optional supplemental plan through Metlife.**

Voluntary Life Insurance

7.7. **The District agrees to offer additional voluntary life insurance, with monthly premiums payroll deducted on a pre-tax basis. Currently, the District provides coverage through Guardian. Effective July 1, 2024, the District will offer a voluntary plan through Metlife.**

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Long-Term Disability

7.8. Pursuant to the District Employee Manual & Personnel Policies, long-term disability benefits are offered under contract between the district and the LTD carrier. Currently, the District provides coverage through Guardian. Effective July 1, 2024, the District will offer **Long-Term Disability** through Metlife.

Optional Health and Other Supplement Programs

7.9. The District offers voluntary optional supplemental plans which employees may utilize at their own expense. Monthly premiums shall be deducted on a pre-tax or post-tax basis, depending on the plan requirements. Currently, the District provides five supplemental plans through AFLAC. Effective July 1, 2024, the District will offer voluntary optional supplemental plans through Metlife. These plans are offered at the discretion of the District, and subject to change.

CalPERS Supplemental Income 457 Plan

7.10. Eligible employees, as determined by CalPERS, may participate in the CalPERS Voluntary Supplemental Income 457 Plan. The District agrees to provide a 1% match, of the employees individual contribution, for employees participating this plan.

Vacation

7.11. Employees may accrue or “carry over” earned but unused vacation time up to a maximum of **320 hours**. Once an employee accrues the maximum entitlement of earned but unused vacation time, the employee will cease to earn or accrue additional vacation time until the employee uses vacation time and has dropped below the maximum accrual level.

Holidays

7.12. The following holidays are established as District holidays:

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- President’s Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

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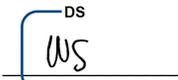
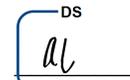
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7.13. The General Manager, at their sole discretion, may release employees early on December 24th and/or December 31st without loss of pay and based on operational need. The General Manager's decision is not grievable. This excludes employees that are out on leave, whether paid or unpaid, including but not limited to, a leave of absence without pay, leave under FMLA or CFRA, vacation, or personal holiday.

7.14. Employees are entitled to two personal holidays a year, which are credited on January 1. The personal holidays must be taken during the calendar year. If the employees fails to take the personal holidays, the holidays shall be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and supervisor.

(a) If multiple employees are requesting to use their personal holiday on December 24th or December 31st, seniority shall be the determining factor for approval. The supervisor shall make determinations not sooner than ninety (90) days prior to the date of the personal holiday requested.

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ARTICLE VIII
WORK SCHEDULES AND WORKWEEK

8.1. Regular full-time employees will be scheduled to work regular shifts having regular starting and quitting times.

8.2. **The Supervisor shall determine the work schedule for the employee. An employee shall be provided with notification of a permanent work schedule change at least fourteen (14) days prior to the effective date of the work schedule change.**

8.3. **The District agrees to provide a Remote Work policy proposal to the Union within 180 days of ratification of the collective bargaining agreement.**

8.4. Employees working the 4/10 schedule shall be paid ten (10) hours on the District recognized Holidays they are scheduled to work.

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ARTICLE IX
CONCERTED ACTIVITIES

9.1. Employees shall not engage in strikes, secondary strikes, **sympathy strikes**, sick-outs or any other cessation of work or any kind on the part of the Union, on account of any controversy whatsoever during the term of this Agreement.

9.2. The District agrees that it will not lock out any bargaining unit employee(s).

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ARTICLE X
DURATION AND IMPLEMENTATION

10.1. This agreement shall become effective **upon ratification by both parties and shall** and continue in full force and effect **up to and including** June 30, 2027. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year.

10.2. If the District or the Union wishes to modify this agreement, they shall provide written notice not later than sixty (60) days prior to the expiration **of the Agreement**. The parties agree to meet and confer in good faith with the other, through their authorized agents, for the purpose of negotiating a **Successor** Agreement. The Parties also agree to:

- (a) To continue in full force and effect without resorting to strikes or walks-outs, all the terms and condition of the existing Agreement for a period of sixty days after such Agreement expires.
- (b) To notify state agencies, if required, within the time required by any applicable laws, of the existence of such dispute, provided no agreement has been reached by that time.

Wesley Shryock
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For the Union

APPENDIX A



Bear Valley Community Services District

Fiscal Year 2023-2024 Regular Full-Time Salary Schedule

| | Scale | A | B | C | D | E | F |
|---|-------|-------|-------|-------|-------|-------|-------|
| Gate Pass Coordinator | 1 | 3,197 | 3,357 | 3,525 | 3,701 | 3,886 | 4,080 |
| Maintenance Worker I; Office Assistant; Wastewater Operator In Training; Water Operator In Training | 2 | 3,851 | 4,044 | 4,246 | 4,458 | 4,681 | 4,915 |
| Administrative Assistant I; Billing Clerk; Admin Office Lead , Maintenance Worker II; Wastewater Operator I; Water Operator I | 3 | 5,007 | 5,257 | 5,520 | 5,796 | 6,086 | 6,390 |
| Administrative Assistant II; Wastewater Operator II; Water Operator II Maintenance Worker III, Billing Clerk II | 4 | 5,257 | 5,520 | 5,796 | 6,086 | 6,390 | 6,710 |
| Administrative Assistant III; Roads Crew Lead; Wastewater Operator III; Water Operator III | 5 | 5,520 | 5,796 | 6,086 | 6,390 | 6,710 | 7,045 |
| Administrative Specialist; Communications Specialist; Wastewater Operator IV; Water Operator IV, Water Crew Lead | 6 | 5,796 | 6,086 | 6,390 | 6,710 | 7,045 | 7,397 |
| Senior Water Operator; Senior Wastewater Operator; Administrative Specialist II | 7 | 6,086 | 6,390 | 6,710 | 7,045 | 7,397 | 7,767 |
| Accountant II; Administrative Supervisor | 8 | 6,694 | 7,029 | 7,381 | 7,750 | 8,137 | 8,544 |
| Supervisors - General Services, Roads, Wastewater, Water; Accountant III | 9 | 7,364 | 7,732 | 8,119 | 8,525 | 8,951 | 9,398 |

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Bear Valley Community Services District

Wesley Shryock Alan Lee
 For the District For the Union

Proposed Fiscal Year 2023-2024 Part-Time & Limited-Term Hourly Rates

| Scale | Position | Step A | Step B | Step C | Step D | Step E | Step F |
|-------|--|---------|---------|---------|---------|---------|---------|
| 1 | Clerk Gate Pass Coordinators | \$17.85 | \$18.74 | \$19.68 | \$20.66 | \$21.70 | \$22.78 |
| 2 | Intern Laborer | \$17.85 | \$18.74 | \$19.68 | \$20.66 | \$21.70 | \$22.78 |
| 3 | Bookkeeper Customer Service Specialist Office Assistant Wastewater Operator In Training Water Operator In Training | \$22.21 | \$23.32 | \$24.48 | \$25.71 | \$26.99 | \$28.34 |
| 4 | Billing Clerk | \$28.88 | \$30.32 | \$31.83 | \$33.43 | \$35.10 | \$36.85 |

When applicable, hourly rates shall be based upon equivalent full-time rates, rounded down one cent, including those positions not listed.