

# **COLLECTIVE BARGAINING AGREEMENT**

between the

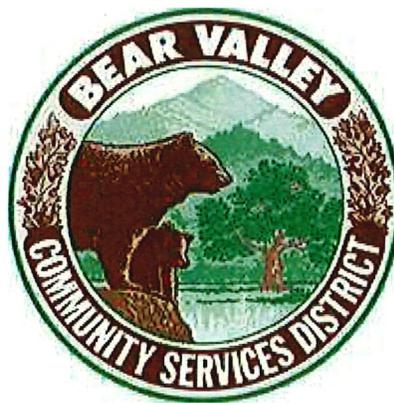
**BEAR VALLEY COMMUNITY SERVICES  
DISTRICT**

and the

**BEAR VALLEY POLICE OFFICERS  
ASSOCIATION**

(Bargaining Unit 2)

**June 13, 2024-June 30, 2029**



**BEAR VALLEY POLICE OFFICERS  
ASSOCIATION**

**THE BEAR VALLEY COMMUNITY SERVICES DISTRICT  
AND  
THE BEAR VALLEY POLICE OFFICERS ASSOCIATION**

**ARTICLE I  
RECOGNITION**

1.1. This Agreement is by and between the Bear Valley Community Services District (“District”) and the Bear Valley Police Officers Association (“Union” or “BVPOA”). The District recognizes BVPOA as the sole and exclusive representative for Bargaining Unit 1.

1.2. The Bargaining Unit includes all full-time and part-time in the following classifications: Police Officer I, Police Officer II, Police Officer III, and Sergeant. The unit is to exclude the Chief of Police and seasonal or temporary sworn personnel.

**ARTICLE II**  
**DEFINITIONS**

2.1. Bargaining Unit: The term “bargaining unit” as used in this Agreement refers to Bargaining Unit 1, 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 Bear Valley Police Officers Association.

2.5. Union: The term “Union” as used in this Agreement refers to the Bear Valley Police Officers Association.

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.

**ARTICLE III**  
**EFFECT OF AGREEMENT**

3.1. This Agreement constitutes the entire Agreement of the Union 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.

## 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 covered by this Agreement 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 by the District or any of its agents against any employee because of their membership in the Union.

### Union Release

4.5. During work hours the Union Representatives shall be granted reasonable time, without loss of compensation, to conduct Union business, activities pertaining employer-employee relationship, by providing advanced notice to management and 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.

4.6. 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.

4.7. 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.

## Grievance Procedure

4.8. The term "grievance" as used in this Article refers to the specific stated allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

4.9. Grievant - The term "grievant" as used in this Article refers to a BVPOA represented employee who is a permanent employee(s) who allege(s) in a grievance that they have been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement. The term "grievant," as used in this Article, may refer to the Union when alleging a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

### *Step I: Informal Level*

4.10. A grievant may file the grievance with their immediate non-bargaining unit supervisor no later than twenty-one (21) days after the event giving rise to the potential grievance, or no later than twenty-one (21) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance. Upon receipt of a grievance, an informal meeting must be held by the employee's immediate non-bargaining unit supervisor. The grievant or their representative must identify the meeting as an Informal Grievance meeting.

4.11. The parties shall attempt to resolve the grievance informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a written response to the grievant within twenty-one (21) days after the Informal meeting.

4.12. A resolution of the grievance shall not be precedent setting.

### *Step II: Formal Level*

4.13. If the grievance is not resolved through Level 1, the employee may file a formal grievance with the Director of Human Resources, or their designee, within seven (7) days after receipt of the response to the informal meeting.

- (a) The Grievant shall clearly and concisely state the following:
  - (i) The specific term(s) of the Agreement alleged to have been violated;
  - (ii) The action grieved, including names, dates, places and times and how it violated a specific term(s) of the Agreement;
  - (iii) The remedy sought;
  - (iv) The name and classification of the grievant;
  - (v) The name of the Union representative, if any; and

(vi) The date of submission.

(vii) A copy of the Step 1 Response

4.14. Failure to provide the required information in items 4.11(a)-(h) will be grounds for return of the grievance to the grievant. If the grievance is not amended and returned within fourteen (14) days, it will be deemed withdrawn.

4.15. The Director of Human Resources, or their designee, shall within fourteen (14) days after receipt of appeal to Step II, meet with the grievant and their Union representative, if any. The Director of Human Resources, or their designee, shall respond in writing to the grievance within twenty-one (21) days after the Step II meeting.

4.16. A resolution of the grievance shall not be precedent setting.

*Step III: Final Resolution*

4.17. If the grievance is not resolved through Step II, the employee may file a formal grievance with the General Manager, or their designee, within seven (7) days after receipt of the response to the Step II meeting.

4.18. The General Manager, or their designee, shall within fourteen (14) days after receipt of appeal to Step III, meet with the grievant and their Union representative, if any. The General Manager, or their designee, shall respond in writing to the grievance within twenty-one (21) day after the Step III meeting.

**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. 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.

**ARTICLE VI**  
**SALARY & COMPENSATION**

6.1. 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 4% retroactive base salary increase.

**Shift Differential**

6.3. Evening Hours: Officers scheduled to work between the hours of 6 p.m.- 11:59 p.m. shall receive an additional \$1.50 per hour on top of their regular hourly base rate of pay.

**Uniform, Clothing, and Safety Equipment Allowance**

6.4. Uniform standards are outlined in the Bear Valley Community Services District Police Department Manual. Each regular full-time police officer shall receive a uniform stipend of \$1200 per year, as reimbursement for securing and maintaining uniforms. Each part-time officer shall receive a uniform stipend of \$600. The amount stipend will be issued in the first paycheck after the commencement of the fiscal year. Newly hired employees shall receive their initial uniform allowance upon their date of hire and only once during the calendar year (not fiscal year) of their hire.

**Cell Phones**

6.5. The policy regarding District issued cell-phones are outlined in the District Employee Manual & Personnel Polices. Bargaining Unit members shall be issued a District cell phone. Bargaining Unit members are required to use the District issued phone for all work-related communication.

Reclassification- Interim Chief Position

6.6. Acting appointments to the Interim Chief position pursuant to the Personnel Manual will require a reclassification to the Chief classification. During the course of the acting appointment, the Interim Chief shall cease being a member of the bargaining unit.

(a) Within five (5) days of ratification of this CBA, the current Interim Chief will be transitioned to the Chief classification.

## 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 coverage 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 voluntary coverage 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 voluntary coverage 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 voluntary coverage through Metlife.

### 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 for employees that opt to participate in this plan. The District's contribution is subject to any limitations imposed pursuant to CalPERS or any other applicable laws.

### 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

7.13 The Chief, or their designee, at their sole discretion, may release employees early on December 24<sup>th</sup> and/or December 31<sup>st</sup> without loss of pay and based on operational need. The Chief'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 the Chief or their designee.

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

**ARTICLE VIII**  
**WORK SCHEDULES AND WORKWEEK**

8.1. The Chief, or their designee, shall determine the work schedule for the officers and shifts.

8.2. Employees scheduled to work on District recognized holidays shall be entitled to holiday pay. This excludes personal holidays taken pursuant to Article 7.

**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).

**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, 2029. 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 walk-outs, all the terms and condition of the existing Agreement days such Agreement expires.

(b) To notify state agencies, if required, within the time required by any applicable laws or local rules, of the existence of such dispute, provided no agreement has been reached by that time.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this 2024-2029 Collective Bargaining Agreement on this 21<sup>st</sup> Day of August, 2024.

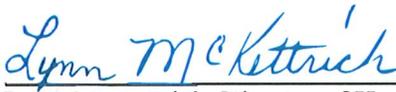
**Bear Valley Community Services District: Bear Valley Police Officers Association:**

  
\_\_\_\_\_  
Wes Shryock, General Manager  
District Bargaining Team Member

  
\_\_\_\_\_  
Ofc. Imelda Rizo  
BVPOA Bargaining Team  
Member

  
\_\_\_\_\_  
Denise Jelleschitz, Board Secretary  
District Bargaining Team Member

  
\_\_\_\_\_  
Ofc. Stacy Nebalo  
BVPOA Chief Negotiator

  
\_\_\_\_\_  
Lynn McKettrick, Director of Human  
Resources  
District Bargaining Team Member

  
\_\_\_\_\_  
Neha R. Shah  
District's Chief Negotiator

District/1  
03.27.25

## FIRST AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

THIS AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT ("Amendment") is entered into this 7<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2025 by and between the Bear Valley Police Officers Association (Bargaining Unit 1) ("Union") and Bear Valley Community Services District ("District").

WHEREAS, the Union and the District (collectively the "Parties") entered into a collective bargaining agreement ("CBA") dated June 13, 2024-June 30, 2029.

WHEREAS, on or around January 1, 2025, the Union informed the District of an error as to how the Union is referenced in the CBA. Namely, that the Union should be referenced as the Bear Valley Police Officers Association and not the Police Officers Research Association of California or the Peace Officers Research Association of California ("PORAC").

WHEREAS, the Union clarified the nature of their relationship with PORAC, and PORAC confirmed the same with the District on March 7, 2025.

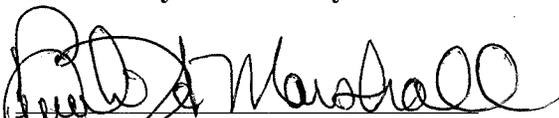
WHEREAS, in or around February and March 2025, the parties met and conferred regarding the administrative error and are agreeable to updating the CBA accordingly.

NOW, THEREFORE, the parties agree as follows:

1. Upon ratification of this FIRST AMENDMENT by the District Board of Directors and the Union, any reference in the CBA to the Police Officers Research Association of California, or the Peace Officers Research Association of California, will be replaced by the Bear Valley Police Officers Association.
2. This change applies retroactively to the commencement of the CBA.
3. The Bear Valley Community Services District Police Officers Association agrees to hold harmless, indemnify, and 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, by the Peace Officers Research Association of California or its agents in connection with this administrative error. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

This FIRST AMENDMENT expires with the expiration of the June 13, 2024-June 30, 2029 CBA between the Parties.

**Bear Valley Community Services District:**

  
Beverli Marshall  
General Manager

**Bear Valley Police Officers Association:**

  
Stacy Arebalo  
Chief Negotiator  
4/8/2025