

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT

AND

**THE BIG BEAR CITY PROFESSIONAL FIREFIGHTER'S
ASSOCIATION**

JULY 1, 2009 TO JUNE 30, 2011

I. PREAMBLE

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between the Big Bear City Community Services District (“Employer” or “District”) and the Big Bear City Professional Firefighter’s Association (“Association”), which the District has designated as the recognized employee organization pursuant to the Meyers-Milias-Brown Act (“Act”), District Resolution No. 660, and District Resolution No. 691, adopted September 26, 1995. This MOU sets forth the understanding of the parties as to wages, hours, and other terms and conditions of employment for those regular, full-time employees working in classifications within the Fire Department Bargaining Unit.

II. RECOGNITION

The District recognizes the Association as the bargaining representative for all regular, full-time dues employees of the District engaged in fire suppression responsibilities in the classifications of Captain, Engineer, Firefighter, Firefighter/Paramedic, and excludes all other job classifications unless specifically identified by the Association and acknowledged by Fire Department management. Any such arrangement shall be in writing and signed by both parties.

III. COMPENSATION

A. Wages and Pay Plan

1. Any employee newly hired or promoted after July 1, 2005 shall be evaluated upon the anniversary date of hire or promotion. Step increases will be determined upon a satisfactory evaluation. Employees hired and/or promoted prior to July 1, 2005 shall be evaluated on July 1st of each year.
2. The employee must receive a satisfactory performance rating to receive an hourly rate step increase.

Years	1	2	3	4	5
Firefighter	\$16.93	\$18.13	\$19.33	\$20.56	\$21.93
Engineer	\$21.93	\$22.48	\$23.19	\$23.89	\$24.59
Captain	\$25.52	\$26.54	\$27.55	\$28.58	\$29.53

3. Cost of Living.

No cost-of-living increases will be considered for the term of this contract.

4. Promotions.

Employees receiving promotions above the classification of firefighter will receive a minimum increase of 5% above their current hourly wage. The 5% increase will be obtained by advancing the employee the appropriate number of steps within the approved wage and pay plan.

The Fire Chief is authorized to make necessary adjustments to ensure equitable distribution, compensation, and separation among represented members pertaining to this section of the contract.

5. Paramedic Stipend.

Each licensed paramedic shall receive, in addition to base pay, a stipend of \$346.15 per pay period, beginning with the July 3, 2009 pay period.

6. Longevity Pay.

Beginning in the twentieth year from the date of hire, the employee shall receive a 5% longevity pay increase, which will carry over to the pay scale on future promotions.

7. Bargaining Unit Work.

Subject to, and without in any way limiting the discretion of the District to staff and operate the Fire Department, the Fire Chief shall consider the use of bargaining unit employees prior to subcontracting bargaining unit work, or prior to using paid-call or reserve firefighters to perform bargaining unit work. Discussions regarding this provision may be conducted with the Fire Chief or his designated representative(s) and the bargaining unit employee representative(s).

8. Working Out of Class.

Bargaining unit members working out of class will be compensated for hours worked starting with the 13th hour of continuous work in the acting capacity. Once the 13th hour of continuous service in the acting capacity has been met, the employee will be paid for all hours worked in the acting capacity, including all hours prior to the 13th hour and all hours thereafter. The employee working in the acting capacity will receive a minimum increase of 5%

above their normal hourly wage. The 5% increase will be obtained by advancing the employee the appropriate number of steps within the approved wage and pay plan.

9. Compensatory Time Off.

Bargaining unit employees may accumulate compensatory time off for time worked in excess of regularly scheduled hours including overtime, incident recalls, special details and off-duty educational classes. Compensatory time shall be paid at the rate of time and one-half up to a **maximum of 144 hours.**

B. Retirement

1. The District is a member of the Public Employees' Retirement System and is subject to all the rules and regulations of that system as promulgated by it from time to time.

An employee who has fulfilled all conditions of retirement and retires from regular employment with the District shall, for purposes of determining his or her retirement benefits under the Public Employees' Retirement System, have added to the period of his or her employment with the District, all sick leave which he or she has accumulated up to and including the date of retirement. Such a retiring employee shall be entitled to service credit for all accumulated sick leave per government code section 2965, and may leave employment with the District a number of days before the date upon which he or she will have completed the required term of continuous employment with the District by utilizing such credit.

2. Any represented employee hired after July 1, 2009, will have a 10-year vesting period pertaining to other post employee benefits (OPEB) medical retirement. Implementation of this section shall be consistent with the rules and regulations set forth in the contract between the California Public Employee Retirement System (PERS) and the District.
3. Payments into retirement fund: Members of the safety employee bargaining unit have agreed to 3% at 50 retirement plan. The Employee shall pay the full 9% as the employee contribution. The District agrees to pay the full amount required as the employer contribution.

C. 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 of the cost for PERS Blue Shield HMO for members and eligible dependents.
2. PERS and the District shall determine eligibility for health insurance benefits.

D. Dental Insurance

1. During the term of this MOU, the District shall pay the full premium costs for the group Dental Preferred Option (DPO) insurance provided through Delta Dental of California AWCA-Plan B including orthodontics for eligible bargaining unit employees and eligible dependents.
2. Delta Dental of California and the District shall determine eligibility for dental insurance benefits.

E. Life Insurance

The District has discontinued the purchase of life insurance for employees. 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.

F. Vision

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 C.

G. 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.

The District agrees to fund the full amount of the annual required contribution to implement GASB 45 into the California and Employers'

Retiree Benefit Trust as determined by actuarial valuation. The first-year contribution will be \$153,429.

H. Employee Assistance Program.

The District has an Employee Assistance Program that is available to bargaining unit members. Employee Assistance Program use will be made on a referral basis at the discretion of the Fire Chief.

I. Deferred Compensation Plans.

The Employer shall maintain the deferred compensation plans in existence on the date of this MOU, namely, Lincoln Financial Group, Nationwide Retirement Solutions, and CAL-PERS.

J. Sick Leave.

1. Sick leave will be accumulated with no maximum cap.
2. Shift employees will be entitled to 8 hours of credit for sick leave, with pay for each pay period of full time service to the District.

K. Vacation Leave.

Vacation leave shall be accrued as follows:

Captain, Engineer, Firefighter

1st through 4th year of service	6.46hours per pay period	7 shifts per year
5 th through 9th year of service	8.30 hours per pay period	9 shifts per year
10th year and thereafter [312]	12.00 hours per pay period	13 shifts per year

1. Maximum accrual vacation time for shift employees shall be two times the annual accrual rate of the employee. The employee may carry maximum vacation hours from year to year. Any vacation time accrued in excess of the carry over amount must be used in the calendar year in which it is accrued.
2. Bargaining unit employees may sell back, to the district, a portion of vacation leave (not to exceed 192 hours annually), in 24-hour increments, anytime during the fiscal year, provided that a balance of 48 hours minimum is maintained.

L. Family Leave.

Pursuant to the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1993, the Big Bear City Community Services District sets forth the policy for family leaves for employees of the Big Bear City Community Services District. Bargaining unit members may use up to 96 hours of accrued sick leave for family leave. Refer to ordinance 186 for further information

M. Holidays.

The District recognizes the following holidays: New Years Eve Day, New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday immediately following Thanksgiving Day, Christmas Eve Day and Christmas Day. Shift employees will be required to work holidays as they rotate through their shift schedule (see 48/96 Christmas rotation in section IV). In order to compensate for holidays worked, 6 hours regular pay will be paid per pay period through the year.

N. Floating Holiday.

In order to provide for a floating holiday, in January of each year, 24 hours will be added to each Bargaining unit members vacation balance.

O. Education

1. Each bargaining unit employee will receive \$400 per fiscal year for approved costs, including but not limited to: books, tuition, special equipment, vehicle mileage, per diem, lodging (where applicable), etc., as they relate to certifications that are identified on the employee's Individual Development Plan (IDP). Shift employees will be allowed to attend approved courses while on duty and receive their regular wage during travel and classroom time. Shift employees that are off duty will not receive wages or over-time for training. Costs incurred for training or classes mandated by management will not be subject to the education allowance policy.
2. All Fire Department employees are required to be certified in CPR prior to employment, and are required to maintain such certification.
3. Shift personnel with the rank of Captain and below are required to be certified EMTs and are required to maintain such certification. The District/Department will compensate employees for training and

certification for CPR and/or EMT, including re-certifications.

4. Shift personnel licensed as paramedics are required to maintain such license unless specifically exempted by the Fire Chief. The District/Department will compensate employees for training, licensing and certification of CPR, and/or Paramedic license including re-certification.

P. Time Off for Voting.

The District is a governmental agency and employees shall therefore receive the necessary time off from work to cast their ballots in all regular or special elections.

Q. Jury Duty.

Anyone anticipating jury duty or appearance in court as a litigant or witness should inform the Department Chief as soon as the date of required appearance is known. Pay will continue during jury duty for up to 14 shifts. If the employee is scheduled for work at the end of Jury duty, the employee will return to work to finish out their assigned shift. If the employee is a witness for the Fire Department he/she will receive full compensation, mileage and per diem.

R. Visitor Policy.

No visitors, including family members, friends or spouses will be allowed in the living quarters of any Department station before 8:00 a.m. or after 10:00 p.m., without the approval of the shift commander.

No visitors, including family members, friends, spouses or members of the general public will be allowed to stay overnight in any portion of any station without the approval of the Fire Chief.

Groups of visitors, such as school children or senior citizens, who wish to make a tour of the facilities, are welcome. Arrangements for such tours must be made with the shift commander and/or chief officers in advance.

IV. TIME/SHIFT TRADES AND WORK HOURS

A. Time/Shift Trades.

1. Approval and authorization of time trades for shifts as scheduled by the Fire Chief may be granted by the Chief or his designated representative after each employee has properly signed and filled out the approved form. An employee who desires early relief or standby of four (4) hours or less,

shall request this of the duty Captain, provide the name of the relief or standby employee, and ensure that all required information is recorded in the duty captain's log or journal. If these requirements are satisfied, and the request is granted, no time trade form need be filled out. Time/shift trading, early relief, and standby may be allowed only between employees capable of performing the requirements of the position to be filled. Since time/shift trades, early relief, and standby are done for the convenience of the employee, they shall not be considered as hours worked for any purpose, including, but not limited to, computing overtime compensation or certification to a higher rank. In that same regard, time trades, early relief, and standby shall not be used to compute any sick leave or vacation or holiday accruals.

2. When two (2) employees of the same classification have an approved time trade, absent operational requirements, the employee who traded for the shift off shall be relieved of any further responsibility for working or covering that duty shift. The employee who accepts the trade shall be responsible for all normal shift duties. Should the employee who accepted the time trade call in sick, his/her sick leave will be deducted. All time trades shall comply with requirement of, and this section shall be administered in a manner consistent with, the Fair Labor Standards Act ("FLSA").

The District and the Association acknowledge that the District has elected the 7(k) exemption under the FLSA for bargaining unit employees, and has designated a work period of fourteen (14) days. Using Shift Calendars Inc. 48/96 P 1 series calendar schedule.

3. A normal shift shall consist of 48 hours averaging 10 shifts per month in a 12-month period. A normal work shift will commence at 0800 hours and conclude at 0800 hours the following day. A normal workday shall consist of 8 hours, starting at 0800 hours and ending at 1700 hours. Employees shall be given two 10-minute breaks in an 8-hour period. Employees shall be given a 60-minute lunch break, which is not included within said 8-hour workday.

a. 48/96 Christmas Rotation -

In the event that the 48/96 schedule requires a particular shift (affected shift) to work on both December 24th and December 25th, the affected shift will switch scheduled work days with the preceding shift (relief shift) as follows: The entire affected shift will work on December 22nd and December 25. The entire relief shift will work December 23rd and December 24th. These changes will be considered regular work days for the shifts and are subject

to normal fire department practices regarding leave requests, shift trades, etc.

4. Force Hiring.

Management determines daily department staffing. If determined by management minimum staffing levels are not adequate, and there are no persons available to cover, Management may require an employee to work overtime.

5. Call Back.

District Fire Department employees other than the Chief Officers that are "called back" to respond and assist with an emergency, public assistance, training, or other work as needed after regular working hours will be compensated pay for any call-back time worked.

6. Shift Change

When an employee is changed to a new shift assignment, (permanent or temporary) the total number of days that would have been worked if the employee was not changed to a new shift, for that calendar year January 1st to December 31st, will be the basis for calculation of pay. Any days worked in excess of the base calculation, will be paid at the overtime rate.

V. ASSOCIATION BUSINESS

A. Access to District Facilities and Information

1. Authorized employee representative(s) of the Association will be given access to work locations during working hours to post bulletins on District bulletin boards if they do not interfere with employee work. The Association shall give the Fire Chief, a written list of such authorized 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 concerning employment relations as is contained in the public records of the District.
3. The Association shall be provided adequate space on District bulletin boards at Stations 291 and 292; and, subject to the District's policies, may utilize the District's electronic mail system to post notices to members of the bargaining unit.

B. Association Representative

1. The Association may appoint an employee in the bargaining unit to serve as a steward. The Association shall notify the Fire Chief, in writing of the employees appointed as steward. The steward 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, the steward may be permitted to leave his or her regular work area upon request to the Fire Chief. Such request shall not be unreasonably denied.
2. Association representatives shall have a total of 47 hours of leave per fiscal year without loss of pay or benefits when formally meeting and conferring with the District representatives and grievance representation. 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 Fire Chief specifying the dates and hours of leave requested and the personnel involved. Such leave requests shall not be unreasonably denied by the Fire Chief. Once the hour bank set forth above is exhausted, and upon written request from the Association, the Fire Chief in the exercise of his discretion may grant Association representatives' additional time off without loss of pay for purposes of this section. Subject to the determination of the General Manger or the Fire Chief, meetings called by the District to discuss matters within the scope of representation with duly designated Association representatives when functioning as such representatives, shall not be counted against the hour bank set forth above.

VI. PERSONNEL ORDINANCE AND LABOR RELATIONS RESOLUTION

Unless changed pursuant to the meet and confer process set forth in Article XIII, subsection "C" below, or as modified by this MOU, the District's Personnel Rules, Ordinance No.186, as amended to date, are incorporated into this MOU and form a part hereof.

Nothing in this MOU is intended to, nor shall it modify or amend District Resolution No. 660, the District's "Rules and Regulations Relating to Employer-Employee Relations."

A. Grievance Procedure.

1. The District shall notify the Association President when a grievance is filed by a bargaining unit employee pursuant to the grievance procedures set forth in Ordinance No.186. As the designated bargaining representative, the Association shall be given the opportunity to participate in, and be present at each step of the

grievance procedure. The resolution of any grievance shall not be inconsistent with any provision of this MOU.

2. If the Board of Directors elects to utilize a third party to act as the Board's designee under Step 4 of the grievance procedure set forth in Ordinance No.186, such person shall be selected from a list of seven arbitrators provided by the Federal Mediation and Conciliation Service ("FMCS"). Absent an agreement between the Association and the District as to the person who shall serve as the designee, the Association shall strike the first name from the list provided by the FMCS, and the parties shall thereafter alternate striking names on the list until one name remains. The remaining person shall be the designee.
3. Except as otherwise provided in this subsection 3, the fee charged by the person selected from the FMCS list shall be borne equally by the District and the Association. If the Association determines not to pursue the grievance on behalf of the bargaining unit employee and the employee decides to continue with the grievance, the bargaining unit employee shall pay the entire fee of the arbitrator.

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. Employees may be laid off or positions eliminated for lack of funds or work, or other legitimate reasons. Layoffs will be done by departmental seniority and/or by performance appraisals. Except as otherwise required by these rules, or as directed by the Board; all procedures for any layoff shall be determined exclusively by the Fire Chief. Employees who have been voluntarily demoted shall be reinstated into the higher classification whenever there is a vacancy in the higher classification.

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. Employees will receive a check in the amount of \$500 during the second pay period in July of each year to compensate the employee for uniform and other approved apparel.

2. All Department members are required to keep their uniform and other wearing apparel in good condition. Good condition shall be determined exclusively by the Fire Chief or Shift Captain. Uniforms and other wearing apparel not meeting department standards shall be promptly removed from service.
3. All full time employees will have their Class A uniform purchased and ready for service prior to July 1, 2011. Employees hired after July 1, 2009 will have two years from date of hire to purchase and place in service their class A uniform,
4. The Department will purchase for the employee all other wearing apparel that is not part of the employee's regular duty uniform. Foot wear, winter Jackets, and other Personal Protective Equipment (PPE) will be purchased by the department.
5. The District shall determine, consistent with law, the equipment necessary for an employee to perform safely the employee's job duties.
6. The employer shall determine the style and/or types of District-issued wearing apparel.

B. Physical Fitness.

The District shall provide physical fitness exams annually for all safety members. Those members who met or exceed the standard shall receive a onetime payment of \$500.00

Unit members may meet or exceed the physical ability standards by:

- (1) Scoring 1500 or more on the overall physical performance score, or
- (2) Obtaining 15 years or lower on physical fitness age as compared to chronological age, or
- (3) Scoring "ideal" (green) in every fitness parameter in the performance score

Payment will be made yearly upon meeting one of the required fitness scores. Members that do not meet or exceed standard but increase their overall score by 150 points from previous score exam will receive a onetime payment annually of \$150.

IX. NONDISCRIMINATION CLAUSE

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, including Government Code Section 3502.

X. PERSONAL USE OF DISTRICT PROPERTY

Except as set forth below, the use of District property for the personal benefit of employees is prohibited. Subject to the prior approval of the General Manager or the Fire Chief, and other conditions set forth below, the use of District property for the personal benefit of employees shall be limited to the following:

- A. Use of District telephones to make necessary or emergency phone calls at no cost to the District.
- B. Use of District vehicles by employees assigned a vehicle to drive to and from work-related duties.
- C. Use of available service bays at the Fire Station for 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.
- D. 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.
- E. Use of District facilities to:
 - 1. Wash and wax personal vehicles, subject to any restrictions on the use of water, including restrictions due to drought conditions.
 - 2. Perform minor repairs and maintenance on personal vehicles, provided that such repairs and maintenance would not require the changing of fluids or any other processes which would require handling or disposal of motor oil, lubricants, or other hazardous materials.
 - 3. Install accessories, such as stereos or fog lights on vehicles in the District parking lot or under shelter from the elements, such as the fire stations.
 - 4. Use the District's compressed air system to inflate a tire, and the hoses and water system to wash cars.
- F. The use of District facilities set forth above shall be only by those employees on duty and only after 1700 hours. No district tools, materials or supplies, other than air and water, shall be used.

XI. PERSONNEL FILES

- A. Upon an advance reasonable request from an employee, the employee shall have the right to access his/her own personnel file during regular business hours.
- B. Any document which is placed in an employee's personnel file shall be made available to the employee before, 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. Pay Rate Verification. The District will not provide information on the pay rates of individual employees unless required to do so by law, including the Act, if the employee puts the matter in issue against the District or if an employee authorizes it 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. MISCELLANEOUS

- A. Union Meetings. Given that the duty shift of a firefighter is 24 hours, and that it would be virtually impossible for the Association to hold meetings when its members are not working, upon prior approval of the Fire Chief, Union meetings may be held at Station 291 between the hours of 1700 and 2400, and such meetings shall not be counted against the time bank set forth in Article V, section B-2.
- B. Union/Management Committee. The Union shall designate representatives who may meet with the Fire Chief and/or General Manager on a mutually agreeable time and basis to discuss matters pertinent to the welfare, health, and safety of the District and the bargaining unit members.
- C. Upon written notification from the Association, the District shall deduct, without charge, Association dues and assessments in amounts designated by the Association from the paychecks of those bargaining unit employees who sign written authorizations in the form set forth below, for the District to do so. The District will transmit those monies to the entity designated by the Association. The District shall make these deductions in the same manner as other payroll deductions are made.
- D. Meals are required to be purchased by employees on duty. The rate will be determined by bargaining unit members and deducted from bi-weekly payroll, not to exceed the District per diem rate.

E. The dues deduction authorization form shall read:

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

Signed _____ Dated _____

F. The Union shall indemnify and hold the District harmless from any and all costs, including attorney’s fees, claims, demands, suits, and any other action arising from the District’s deduction of dues and assessments.

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 the date of adoption by the Board of Directors, beginning with the first pay period in July 2009 and terminate at 11:59 p.m., June 30, 2011 (“the termination date”). All provisions of this MOU shall continue while a successor MOU is being negotiated.
- C. In the event either party desires to meet and confer regarding changes to District Ordinance No.186, or those aspects of the District’s job descriptions, which are subject to the obligation to meet and confer under the Meyers-Miliias-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 agree on the matters covered by the 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, from February 1 to March 1, 2011, its written request to commence negotiations. Meet and confer sessions shall begin no later than twenty (30) 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 and 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 written document signed and dated by both the District and the Association.

BIG BEAR CITY PROFESSIONAL FIREFIGHTERS' ASSOCIATION

By: _____ Date: _____

Brian Parham
President BBCPFA

Attest: _____ Date: _____

Matt Fonda
Labor Representative

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

By: _____ Date: _____

John Day
BBCCSD Board President

By: _____ Date: _____

Jeff Willis
BBCFD Fire Chief

Attest: _____ **Date:** _____

Mary Reeves
BBCCSD Secretary