



5880 Oak Street, Anderson, CA 96007  
Phone: (530) 357-2121 Fax: (530) 357-3723

**Board of Directors: Beverly Fickes - Chair,**  
**Chuck Jones, Vice Chair**  
**Directors – Irwin Fust, Terry Lincoln, Scott McVay**

**General Manager: Paul Kelley**

**SPECIAL MEETING: February 8<sup>th</sup> 2023 at 6:00PM: District Office Board Room**

**MEETING MINUTES**

- 1. CALL TO ORDER – by Chair Fickes**
- 2. PLEDGE OF ALLEGIANCE – by Director Lincoln**
- 3. ROLL CALL- Chair Fickes, Director Fust, Director Lincoln, Director McVay. Vice Chair Jones absent. Office Staff in attendance, General Manager Paul Kelley, and Administrative Assistant Kayla.**
- 4. OPEN TIME/PUBLIC COMMENT:** Pam Beaver wanted to know why the community didn't have a chance to review or at least look at the MOU prior to a decision made. "Why are we not given a chance to have a say?"

No other comments from public.

- 5. CONSENT – NONE**
- 6. OLD BUSINESS/NEW BUSINESS (Discussion/Action)**

- a. **O.B.** – Committee Assignments
  - i. Only change made was Director Lincoln switched with Director Fickes as the alternate in the planning and steering committee.

**Director McVay made motion to make the change. Director Fust 2<sup>nd</sup> his motion to make that change. 4-0 vote.**

- b. Memorandum of Understanding and Side Letter between the Clear Creek Community Services District and Local Union 792, United Public Employees of California (UPEC) for District employees. (Discussion/Action)

ADA Related Disabilities:

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- i. It was noted that Mid 2021 employees had Union representative assigned. GM Paul Kelley noted that he was assigned by the Board to be the negotiator. He pointed out that the goals for the new MOU were to bring the District in compliance, updated procedures, discipline, job classifications, wage scales/steps that are more industry standard, vacation accrual updated to industry standard, and wanted to note that health benefits stay the same until open enrollment. He noted that under the previous MOU that it was challenging for budgeting due to “pooling.” GM Paul Kelley mentioned the COLA increase in July (with protection for employees & the District). 2%-4% COLA increase. OPEB (Other Post Employment Benefit)- it was acknowledged that the District will look into other options as it is understood that can be a financial burden for the current employees and the District.
- ii. Side letter is a tool to use to transition from one MOU to the next MOU. It also is used to “clean up” the issues between the two MOUs.
- iii. GM Paul Kelley mentions this MOU and Packet was posted a week ago to provide adequate time for review to make a decision. Chair Fickes asks to address Pam’s concern. GM Paul Kelley noted that employment negotiations did not happen between the public, employee, and the Board. These are negotiations that have to be made between the Employees, Union, General Manager, and the Board. Director Fust noted this MOU they are being asked to approve is based from the old MOU and it was presented to the community. And it was asked of the public to supply their opinions and input before the new MOU was drafted.
- iv. Emily Rankin- mentioned she is very familiar with unions. Acknowledged there was a lot missing from the old MOU.  
Emily then provides a list of items that bothered the community.
  - Page 10- Items 6.10, 6.11, and 6.12 (above and beyond).
  - Asked for clarification for 15.3- Paul clarifies that this is for when there is a significant leak or project, we buy water and food.
  - 24.2B: If the job requires the employee to have a class A drivers license the District reimburses the employee for the cost to obtain and renew. The community feels that the District shouldn’t be paying for this because that license goes with them if they leave. The community asks if we can require the employee to stay 2 years with District, or employee would have to pay it back?
  - Certifications: why is the District paying for this? These certifications go with the employee. Not staying with the District.
  - 25.3C- Why would the District pay for a disability? Emily asked for Paul to explain what it is. GM Paul Kelley notes that the LTD is in the old MOU as well and was not added into this new MOU. It already was a cost to the District. Asked to clarify this scenario: If she was an employee of Clear Creek Community Service District, and she got injured on the weekend in a

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- snowmobile accident that ended up being a LTD. Would the District be paying for that? Paul notes that yes, the District pays for that premium.
- Page 40: wage rates. She wanted to mention that she compared them with prevailing wage they are in line with industry standard.
- v. Kaitlyn Patrick- thanked Paul for going and explaining at the Happy Valley Community Meeting.
    - The good: She is happy to see mileage logs, performance evaluations, 9.3 & 9.5 (happy to see pay bump), 10.2, 10.4 (earn CTO), 10.9, 22.3.
    - The negative: 6.12 (uniforms services), 21.1 shouldn't get a meets standard score if the evaluation is missed (not fair), and 24.2B CDL Feb 7<sup>th</sup> 2022 a law was passed that additional training is required which would be a cost to the District.
  - vi. Jackie Longcrier- Addresses that Pam, Emily, and Kaitlyn had already addressed most of her concerns.
    - certifications- they should be on the employee to cover the cost. She has never heard of the employer covering those costs.
    - CDL- very much against the District paying for this.
    - Boot Allowance- Ok with it, but what do office staff get?
    - Cleaning of clothes- thinks the employees should take care of their own clothes.
    - Everything else looks great to her.
  - vii. Steve Allen- Union Rep for UPEC 795
    - Steve noted that the MOU was a complicated contract. The old MOU was stale, and never updated.
    - He addressed the LTD is for non-work-related injuries. Kaitlyn Patrick asks if CA SDI would cover that? Paul clarified that the District does not participate in CA SDI. So, Kaitlyn acknowledges that she was not aware that the District didn't participate in SDI.
    - Negotiations are just Board, Union & General Manager.
    - OPEB: the Union wanted this gone because the employees are currently paying \$300 out of their paychecks. But compromises were made in hopes changes will be made before end of the year.
    - Pants Laundry Service: this was already an existing service provided to the District Employees. Not a new service for this new MOU.
  - viii. Paul acknowledges the verbiage may not be completely clear in regard to the Class A Drivers License. In past practices it was mentioned that IF it is required that it would be covered. It is not that it was indefinitely required.
  - ix. Sandy Winters- She wanted to note that the previous GM mismanaged the District.
  - x. Chair Fickes requests to come in to the office to address and fix typos with the Administrative Assistant.
  - xi. Director Fust- Overall this MOU is as good as it is going to get.

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**Director Fust makes motion to approve the MOU and side letter. As well as direct the General Manager to implement the new MOU.**

Chair Fickes opens up for discussion. Director Lincoln expresses that personally doesn't agree with the pants cleaning service. Wants to see employees step it up and take care of their own laundry. Director McVay mentions it's a benefit to the employer/District to have the employees trained to do their job. And the General Manager needs to approve these trainings and certifications. Chair Fickes wants clarification of Distribution Supervisor's job description it mentions as the Distribution Supervisor have a D3 and T3 certification. Paul clarifies that once the MOU goes into effect the employee has 90 days to get the appropriate certifications to meet the job classification requirement.

**Director McVay 2<sup>nd</sup> the motion.**

**Individual votes were as follows: Director Fust- Yes, Director McVay- Yes, Director Lincoln- Yes, Chair Fickes- Yes, and recorded that Vice Chair Jones is absent. Pass with a 4-0 vote.**

**7. ADJOURN THE MEETING- @ 7:31 PM**

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