

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**CONTRA COSTA MOSQUITO  
AND VECTOR CONTROL DISTRICT**



**and**

**LOCAL 1021  
SERVICE EMPLOYEES' INTERNATIONAL UNION**



**March 1, 2018 through February 28, 2021**

# WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
  1. Grant the request and delay questioning until the Union representative is available.
  2. Deny the request and end the interview.
  3. Give the worker a choice of:
    - (a) Having the interview without representation or
    - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

**TABLE OF CONTENTS**  
**MEMORANDUM OF UNDERSTANDING**  
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**CCMVCD and LOCAL 1021**

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**Contents**

<b>Section 1. Union Security</b> .....	1
1.1 Agency Shop .....	1
1.2 Dues Deductions .....	2
1.3 Use of District Facilities.....	2
1.4 Advance Notice .....	3
1.5 Voluntary COPE Deduction .....	3
1.6 Attendance at Meetings by Employees.....	3
1.7 Contract Negotiations Bargaining Team .....	3
1.8 Bargaining Unit Work.....	3
<b>Section 2. No Discrimination</b> .....	3
<b>Section 3. Days and Hours of Work</b> .....	3
<b>Section 4. Meal Periods and Rest Periods</b> .....	4
<b>Section 5. Probationary Period</b> .....	4
<b>Section 6. Salaries</b> .....	4
6.1 Salary Ranges and Pay Rates.....	4
6.2 Entry Salary Rate.....	4
6.3 Salary Rate Conversion.....	4
6.4 Salary Advancement.....	5
6.5 Salary Following Military Leave.....	5
6.6 Salary Step When Salary Range is Increased .....	5
6.7 Salary Step After Promotion or Demotion .....	5
6.8 Salary on Transfer .....	6
6.9 Salary on Reinstatement.....	6
6.10 Overtime.....	6
(1) Overtime Definition .....	6
(2) Overtime Authorization .....	6
(3) Assignment of Overtime .....	6
<b>Section 7. Holidays</b> .....	6
7.1 Qualifying for Holiday Pay.....	6
7.2 Holidays Observed by the District .....	7
<b>Section 8. Vacation</b> .....	7
8.1 Vacation Allowance .....	7
8.2 Vacation Schedule.....	8
8.3 Vacation Allowance for Separated Employees .....	8
8.4 Holiday During Vacation .....	8
8.5 Pay Check During Vacation .....	8

8.6	Vacation Schedules in an Emergency .....	8
8.7	Accumulation of Vacation Time .....	8
8.8	Vacation Buyback .....	8
<b>Section 9.</b>	<b>Sick Leave .....</b>	<b>9</b>
9.1	Accrual.....	9
9.2	Usage.....	9
9.3	Procedures for Requesting and Approving Sick Leave.....	9
9.4	Use of Sick Leave While on Vacation .....	9
9.5	Doctor's Certificate or Other Proof .....	9
9.6	Sick Leave Upon Retirement .....	10
9.7	State Disability Insurance .....	10
<b>Section 10.</b>	<b>Leave of Absence.....</b>	<b>10</b>
10.1	General Provisions .....	10
10.2	Disability Leave With Pay .....	10
10.3	Disability Leave Without Pay .....	11
10.4	Leave of Absence.....	11
10.5	Military Leave.....	12
10.6	Absence Due to Required Attendance in Court .....	12
10.7	Bereavement Leave.....	13
10.8	Absence Without Leave.....	13
<b>Section 11.</b>	<b>Health and Welfare .....</b>	<b>13</b>
11.1	PERS Health Benefit Program.....	13
11.2	Dental and Vision.....	15
11.3	Medical Waiver (In Lieu Coverage).....	15
11.5	Continuation of Benefits.....	16
11.6	Flexible Benefit (125 Plan).....	16
<b>Section 12.</b>	<b>Retirement Benefits .....</b>	<b>16</b>
12.1	Retirement Benefit.....	16
12.2	Retirement Plan Participation – Amended Regulations.....	16
<b>Section 13.</b>	<b>Evaluations .....</b>	<b>17</b>
<b>Section 14.</b>	<b>Personnel Files.....</b>	<b>17</b>
<b>Section 15.</b>	<b>Layoff and Reemployment .....</b>	<b>18</b>
15.1	Layoff.....	18
15.2	Reemployment .....	18
15.3	Severance Upon Layoff .....	18
<b>Section 16.</b>	<b>Dismissal, Suspension, or Demotion for Cause.....</b>	<b>18</b>
<b>Section 17.</b>	<b>Grievance Procedure .....</b>	<b>18</b>
<b>Section 18.</b>	<b>Health and Safety .....</b>	<b>20</b>
18.1	General Principle.....	20
18.2	Safety Shoes .....	20

**Section 19. Miscellaneous** .....21

    19.1 Uniforms.....21

    19.2 Educational Reimbursement.....21

    19.3 Public Complaints .....21

    19.4 Employee Driver’s Records .....21

    19.5 Drug Policies .....22

**Section 20. No Strike / No Lockout**.....22

**Section 21. Separability of Provisions** .....22

**Section 22. Past Practices and Existing Memoranda of Understanding** .....22

    22.1 Established Practices .....22

    22.2 Superseding Provision .....22

**Section 23. Scope of Agreement** .....22

**Section 24. Duration** .....23

**APPENDIX A**.....24

**Vector Control Aide (VCA)** .....24

**EXHIBIT "A"** .....26

**SALARY** .....26

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# MEMORANDUM OF UNDERSTANDING

between

**CONTRA COSTA MOSQUITO AND VECTOR CONTROL DISTRICT**

and

**SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021**

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Service Employees' International Union (SEIU), Local 1021, and representatives of the Contra Costa Mosquito and Vector Control District have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the representation unit identified in Exhibit A, have exchanged freely information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

## **Section 1. Union Security**

### **1.1 Agency Shop**

All employees who are members of SEIU Local 1021 and who are tendering periodic dues deductions from their paychecks on the date the District has approved this Memorandum of Understanding and all employees who thereafter become members of Local 1021, and who tender periodic dues deductions from their paychecks shall be required to maintain membership in the Union by continuing to pay dues through dues deductions to Local 1021, for the duration of this Memorandum of Understanding.

All employees hired by the District on or after the signing of this Memorandum of Understanding, and continuing until the termination of the Memorandum of Understanding and each subsequent Memorandum of Understanding, shall either:

- (1) Become and remain a member of the Union or;
- (2) Pay to the Union an agency shop fee in an amount equal to the standard initiation fee, monthly dues and general assessment for the duration of the Agreement; or
- (3) Do both of the following:
  - (a) Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - (b) Pay a sum equal to the agency shop fee described in Item (2) to a nonreligious, non-labor charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

The Union shall defend, indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this Section. This includes not only the District's attorney fees and costs, but the District's

preparation time as well. The District shall notify the Union of such costs on a case-by-case basis.

## 1.2 Dues Deductions

The District agrees to deduct one (1) month's current and periodic Union dues from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the District the payroll deduction authorization provided by the District for this purpose. Employees may not revoke this authorization during the term of this Memorandum of Understanding; provided, however, that during the thirty-one (31) day period preceding the expiration of this Memorandum of Understanding, employees may revoke their payroll deduction authorization and withdraw from membership in the Union.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

The Executive Secretary of Local 1021 shall notify the District Manager in writing as to the amount of such dues uniformly required of all members of the Union.

Monies withheld by the District shall be transmitted to the Officer designated in writing by the Executive Secretary of the Union as a person authorized to receive such funds, at the address specified. Local 1021 shall indemnify, defend and hold the Contra Costa Mosquito and Vector Control District harmless against any claims made, and against any suit instituted against the Contra Costa Mosquito and Vector Control District on account of check-off of employee organization dues and/or the other provisions of this Section. In addition, the Union shall refund to the Contra Costa Mosquito and Vector Control District any amounts paid to it in error upon presentation of supporting evidence.

## 1.3 Use of District Facilities

(1) The Union shall be allowed use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings.

(2) Any representative of the Union shall give notice to the District Manager or his designated representative when contacting employees on District facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned.

The District shall make available conference rooms and other meeting areas specified by the District for the purpose of holding Union meetings during off-duty hours. The Union shall provide timely notice to the District of such meetings and the Union agrees that such meetings shall be for Union business only, with the Union held responsible for security and cleanup of such meeting areas and any liability that may arise during the use of such facilities. There shall be no charge for such use of District facilities.

(3) Officials of the Union shall notify the District no less than three (3) working days prior to a Union meeting scheduled during work hours and employees shall not be considered released to participate in the meeting without the written authorization of the District Manager. Such approval shall not be unreasonably denied.



- 1.4 Advance Notice  
Reasonable advance written notice shall be given to the Union if the Union will be affected by any resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the District and shall be given the opportunity to meet and confer, if requested, with the designated management representative prior to adoption.
- 1.5 Voluntary COPE Deduction  
The Employer agrees to collect employee voluntary Committee on Political Education (COPE) payments through payroll deductions. The Union shall give the District appropriate written notice of any changes in the deduction amount or the establishment of new COPE deduction requirements.
- 1.6 Attendance at Meetings by Employees  
District employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings with District management representatives, or be present at District hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of District services as determined by the District. Such employee representatives shall submit a request for excused absence to the District Manager at least two (2) working days prior to the scheduled meetings whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).
- 1.7 Contract Negotiations Bargaining Team  
For contract negotiations only, three (3) representatives shall be released to serve on the Union bargaining team. In all other instances, including Meet and Confer discussions, only one (1) representative (Union steward handling the issue) shall be released to attend the meeting with the Union Representative
- 1.8 Bargaining Unit Work  
Unrepresented employees shall not regularly perform bargaining unit work.

## **Section 2. No Discrimination**

The District and the Union agree that there shall be no discrimination of any kind because of race, color, religious creed, national origin, sex, disability, sexual orientation, gender identity, genetic information, political affiliation or protected union activity against any employee or applicant for employment; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age.

## **Section 3. Days and Hours of Work**

The standard workweek for employees occupying full-time positions in this unit consists of five (5) eight (8) hour days, or a total of forty (40) hours per week. Based on District operational needs, employees may be approved to work an alternate work week schedule including but not limited to a 9/80 or 4/10 schedule.

If the District's operation requires a change in business hours that will impact employees' work schedules (other than temporarily), the District and the Union will meet to discuss such impact.

#### **Section 4. Meal Periods and Rest Periods**

Employees shall receive a thirty (30) minute meal period each day. The meal period should start before the end of the fifth hour worked and shall be taken separately from rest periods.

Employees shall also receive a fifteen (15) minute paid rest period for every four (4) hours worked or "major fraction" thereof. Insofar as practicable, the rest period must be in the middle of each four (4) hour work period.

Employees who exceed the time limits prescribed above for lunch and/or rest periods may be subject to discipline.

#### **Section 5. Probationary Period**

5.1 All original and promotional appointments shall be tentative and subject to a probationary period of not more than six (6) months. The District shall have the right to extend the probationary period for up to three (3) additional months at its sole discretion.

In the event of such extension, the employee shall be notified in writing of the reason(s) for the extension. The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position and for eliminating any probationary employee whose performance does not meet the required standards of work.

5.2 During the probationary period an employee may be rejected at any time by the District Manager without the right of review of any kind. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which the employee was promoted.

#### **Section 6. Salaries**

##### **6.1 Salary Ranges and Pay Rates**

The salary ranges for all employees in the aforementioned representation unit will be as set forth in Exhibit A, which is attached hereto and made a part hereof.

The rates of pay set forth in Exhibit A, unless otherwise indicated in the schedules, represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the Board of Trustees.

The rates of pay set forth in Exhibit A do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to District employment.

##### **6.2 Entry Salary Rate**

Except as herein otherwise provided, the entry salary for a new employee entering the classified service shall be the minimum salary for the class to which the employee is appointed. When circumstances warrant, the District Manager may approve an entry salary that is more than the minimum salary for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

##### **6.3 Salary Rate Conversion**

Any monthly, daily, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when such a conversion is advisable. In

determining equivalent amounts on different time basis, the District shall provide tables or regulations for the calculation of payment for service of less than full time, and for use in converting monthly salaries to hourly rates as well as for calculating hourly rates.

6.4 Salary Advancement

Regular full-time and probationary employees serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary range for their respective classes. The criteria for advancement from one step to the next and to maintain that step is a satisfactory performance appraisal at the present step.

Each employee shall be considered for salary step increases according to the date of that employee's appointment, or his/her revised salary anniversary date. If an employee begins his/her service later than the first business day of a month, or has changes that would cause his/her salary anniversary date to be on other than the first business day of a month, then his/her salary anniversary date shall be established as the first day of the following month.

Changes in an employee's salary because of promotion, demotion, postponement of a salary step increase, or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

An employee may be moved higher within the salary ranges in a shorter time period than outlined herein, provided that the employee possesses the necessary experience, skills and abilities, and that the employee meets the criteria outlined for the higher position, as determined by management.

6.5 Salary Following Military Leave

All employees who have been granted a military leave shall, upon their return to the District service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

6.6 Salary Step When Salary Range is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range that corresponds to the employee's step held in the previous range.

6.7 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is at least five percent (5%) above the rate the employee has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which the employee is demoted, and the specific rate of pay within the range shall be determined by the District Manager.

6.8 Salary on Transfer

An employee who is transferred to a position in a class with the same entry salary shall be paid at his/her present rate, or at the next higher rate in case there is not exact conformity between the two corresponding rates in the salary ranges of the classes.

6.9 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, his/her salary shall not be higher than his/her salary at the time of his/her separation unless there has been an increase within the salary range.

6.10 Overtime

(1) Overtime Definition

The following provisions pertaining to authorized overtime work shall apply to those employees whose normal work period is eight (8) hours per day and forty (40) hours per week.

(a) Time worked in excess of eight (8) hours in any workday or forty (40) hours in any workweek shall be paid for at time and one-half (1½).

(b) On a holiday observed by the District, a regular full-time employee shall be paid for a regular day plus time and one-half (1½) for actual time worked.

(2) Overtime Authorization

In advance of being worked, the District Manager or his/her designated representative must authorize all compensable overtime. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

(3) Assignment of Overtime

When overtime work is necessary, the designated zone technician/inspector will have the first right of refusal for the overtime work within the assigned zone. If the designated zone employee is unable or does not wish to perform the work assignment or if additional help is needed to complete the work, it shall be offered on the basis of seniority in accordance with the District's policy and procedures on assignment of overtime. If all other qualified employees decline the assignment, the least senior employee qualified to perform the work shall be required to perform the assignment.

6.11 Merit Pay

Employees with fifteen (15) years of service with the District and who have achieved above average performance appraisals for the previous three (3) years will receive an added two percent (2%) increase to their base pay. In addition to the foregoing, employees for each additional five (5) years of service with the District and who have achieved above average performance appraisals for the previous three (3) years will receive an additional one percent (1%) increase with a cap of five percent (5%) total over base in merit pay.

**Section 7. Holidays**

7.1 Qualifying for Holiday Pay

All regular, full-time employees shall be entitled to take all authorized holidays on full pay not to exceed eight (8) hours for any one (1) holiday. All employees who qualify for pay on holidays observed by the District shall receive holiday pay, provided that an employee who fails to report for a scheduled work shift on any of

such holidays shall receive no pay; and provided also that in order to qualify for such paid holidays, the employee must report for work on both his/her last regular workday immediately preceding the holiday and on his/her first regular workday following a holiday, and unless the employee so reports, the employee shall receive no pay for such holiday. The foregoing qualification is waived if the District excuses the absence.

Effective January 1, 2019 employees may take Floating Holidays that are authorized in lieu of observing specified holidays only after the date of the observed holiday. For example, employees are authorized to take Admission Day only on or after September 5<sup>th</sup> of each year.

**7.2 Holidays Observed by the District**

The following days shall be holidays for all regular, full-time employees:

- (1) January 1
- (2) The third Monday in January, known as "Martin Luther King, Jr. Birthday"
- (3) Presidents' Day
- (4) March 31, known as "Cesar Chavez Day"
- (5) The last Monday in May, known as Memorial Day
- (6) July 4
- (7) First Monday in September, known as Labor Day
- (8) November 11, known as "Veteran's Day"
- (9) Thanksgiving Day
- (10) The day after Thanksgiving Day
- (11) December 25
- (12) Floating Holiday (in lieu of Lincoln's Birthday)
- (13) Floating Holiday (in lieu of Admission Day)
- (14) Floating Holiday (in lieu of Columbus Day)

If any said holiday falls on Sunday, the following Monday shall be observed as a holiday. If any said holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. By mutual agreement of the Union and the District, the day observed as a holiday may be changed from the actual day on which the holiday falls.

Floating holidays shall be scheduled upon the request of the employee with approval of the District. Floating holidays may not be carried over into the next calendar year.

**Section 8. Vacation**

**8.1 Vacation Allowance**

(1) Every employee, who on the most recent anniversary date of his/her employment shall have been in the service of the District for a period of one (1) year, shall be entitled to a vacation as follows:

COMPLETED YEARS OF REGULAR SERVICE	ANNUAL ACCRUAL	MONTHLY ACCRUAL RATE
0	10 working days	6.67 hours
1	15 working days	10.0 hours
5	20 working days	13.33 hours
10	25 working days	16.67 hours

The District may require that no more than three (3) consecutive weeks of any vacation may be taken at any one time between March 1 and October 1 (the Vector season). The number of employees allowed to take vacation during the Vector season shall not exceed two (2). Exceptions to the foregoing may be allowed with

the District's approval.

(2) For the purpose of this Section, years of service shall mean years of unbroken seniority with the District, which shall in no event be calculated from a date prior to the time the employee actually commenced working for the District.

(3) Vacation will be credited upon the completion of one (1) year of service.

8.2 Vacation Schedule

Vacation dates shall be granted to employees according to their seniority rating on the basis of an annual rotating list and must be submitted by March 1 of each year for approval by the District. The District shall respond to such vacation requests within thirty (30) days after March 1 or thirty (30) days after submission, whichever is later. Vacations requested after March 1 shall be granted in the order requested, subject to the approval of the District.

8.3 Vacation Allowance for Separated Employees

When an employee is separated from the service after continuous employment of at least twelve (12) calendar months, his/her remaining vacation allowance, if any, shall be added to his/her final compensation. An employee separated before serving twelve (12) full calendar months shall not be eligible for vacation allowance.

8.4 Holiday During Vacation

If any such paid holiday falls within an employee's vacation leave such holiday shall not be charged against the employee's vacation time.

8.5 Pay Check During Vacation

If a payday falls within an employee's vacation period the employee may receive his/her paycheck on the last regular workday prior to the commencement of the vacation; provided, however, that the employee submits a written request for such consideration fifteen (15) calendar days before the start of the employee's vacation.

8.6 Vacation Schedules in an Emergency

All vacation schedules are subject to suspension in case of a serious threat of mosquito or other vector borne disease.

8.7 Accumulation of Vacation Time

An employee shall be allowed to accumulate up to twenty (20) days' vacation allowance more than the employee's regular vacation allowance for that year.

8.8 Vacation Buyback

Employees may elect once every twelve (12) months to cash-out accrued vacation at the employee's base rate of pay. A cash-out shall not be more than one hundred twenty (120) hours every twelve (12) month period. In order to elect a cash-out for future accrued vacation for the upcoming calendar year, an employee must file an irrevocable election with the District no later than December 31<sup>st</sup> of the prior year specifying the number of hours and designating the applicable pay period for the cash-out. At the time of the cash-out, the employee must have accrued the number of hours subject to the cash-out.

In addition, Employee must have taken one hundred twenty (120) hours of vacation in the previous twelve (12) months. The minimum amount for a cash-out is forty (40) hours and the employee must have a minimum remaining accrued vacation balance of one hundred sixty (160) hours.



## Section 9. Sick Leave

### 9.1 Accrual

All regular employees, except temporary employees, shall accrue sick leave at the rate of eight (8) hours for each full month or major portion of a month of service. Unused sick leave shall accumulate from year to year. An employee shall be allowed to accumulate up to one thousand and forty (1040) hours of sick leave.

### 9.2 Usage

An eligible employee upon recommendation of the appointing authority may use sick leave for one of the following reasons:

- The employee diagnosis, care, or treatment of an existing health condition or for preventative care;
- The diagnosis, care or treatment of an existing health condition of, or preventative care for an employee's family member as specified below; or
- An employee who is a victim of domestic violence, sexual assault or stalking.

For the purpose of this Section, immediate family means spouse, domestic partner, parent or child or a member of the employee's household for whom the employee has responsibility.

An employee on approved unpaid leave of absence shall not be entitled to use sick leave during the leave of absence regardless of whether the employee has a sick leave balance.

An employee wishing to use sick leave for family illness must make the request in writing, including an explanation and any available documentation.

### 9.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify his/her supervisor as promptly as possible by telephone or other means.

An employee may be paid for the use of accrued sick leave when the employee completes and submits to the District a signed statement, on a prescribed form, stating the dates and hours of absence. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the District. The District may require, at the District's expense, a physician's statement from an employee who applies for sick leave before taking action on the request. The District shall arrive at a decision regarding the request in a reasonable period of time.

### 9.4 Use of Sick Leave While on Vacation

An employee who is injured or who becomes ill while on vacation may be paid sick leave in lieu of vacation provided that the employee:

- (1) Was hospitalized during the period for which sick leave is claimed, or
- (2) Received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed.

### 9.5 Doctor's Certificate or Other Proof

If an employee's illness or use of family sick leave results in an absence from work

for more than three (3) consecutive days, then upon the employee's return to work a doctor's certificate or other reasonable proof of illness may be required by the District.

9.6 Sick Leave Upon Retirement

Employees who retire directly from active service are eligible to convert their unused sick leave balance to service credits on an hour for hour basis.

9.7 State Disability Insurance

The District shall contract with the State of California to provide for the State Disability Insurance Plan for employees covered by this Memorandum of Understanding. State Disability Insurance is a plan solely funded by employee contributions and there shall be no contributions by the District toward State Disability Insurance.

In disability cases arising outside the course of the employee's employment, State Disability Insurance benefits and sick benefit allowances shall be paid separately, but in the event State Disability Insurance payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with State Disability Insurance payments is to be automatic; the District may not waive integration, and any employee entitled to State Disability Insurance payments must apply therefore (in order that the principle of integration may be applied) before sick benefits are payable.

**Section 10. Leave of Absence**

10.1 General Provisions

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding. The granting of a leave of absence also grants to the employee the right to return to a position in the same classification as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

All approval authority over leaves of absence exercised by the District Manager shall be final.

Employees on leaves of absence without pay shall not be entitled to payment by the District of the premiums for their health and dental and life insurance, except as provided under applicable law. The entitlement to District payment of premiums shall end on the last day of the month in which the employee last worked.

Authorized absence without pay, except military leave, shall not be included in determining salary adjustment rights based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of an injury or illness for which the employee is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

10.2 Disability Leave With Pay

(1) Definition: Disability leave with pay is an employee's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared to be compensable under the Workers' Compensation Law. Only regular or probationary employees occupying regular positions are eligible for disability leave with pay.



(2) Salary Continuation: Effective August 1, 2018, an employee who has worked for the District for three (3) or more continuous years and who is unable to work shall, at the employee's option, receive his/her full salary for the term of his/her disability but not to exceed a cumulative total of three (3) months. Such salary continuation shall be integrated with any additional applicable disability payments, including Workers' Compensation benefits.

(3) Application for and Approval of Disability Leave with Pay: In order to receive pay for disability leave an employee must submit a request on the prescribed form to the District describing the illness or accident and all information required for the District to evaluate the request. The employee must attach to the request a statement from a physician certifying to the nature, extent, and probable period of illness or disability.

No disability leave with pay may be granted until the illness or injury has been declared to be compensable under the California Workers' Compensation Law and has been accepted on behalf of the District.

No disability leave with pay may be granted until after the Vector Control Joint Powers Agency has declared the illness or injury to be compensable under the California Workers' Compensation Law and has accepted on behalf of the District.

(4) The District shall pay the premiums specified in the Health and Welfare Section of this Memorandum of Understanding for employees granted a Disability Leave with pay. Such payments shall cease two (2) months after the expiration of said leave.

### 10.3 Disability Leave Without Pay

(1) Definition: Only regular full-time or probationary employees occupying regular full-time positions are eligible for disability leave without pay. Such leave is taken after the disabled employee has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation accruals may also be used. Disability leave without pay is an employee's absence from duty without District pay because of disability caused by illness or injury arising out of and in the course of his employment which has been declared to be compensable under the Workers' Compensation Law.

(2) Application for and Approval of Disability Leave Without Pay: In order to receive disability leave without pay, an eligible employee must submit a request on the prescribed form to the District describing the illness or accident and all information required for the District to evaluate the request. The employee must attach to the request a statement from physician certifying to the nature, extent, and probable period of illness or disability.

(3) Length and Amount of Disability Leave Without Pay: Disability leave without pay may not exceed twelve (12) months.

### 10.4 Leave of Absence

(1) Purpose and Length: Only regular full-time or probationary employees occupying regular full-time positions are eligible for leaves of absence without pay under the provisions of this section.

The District may grant leave of absence without pay for personal reasons up to a maximum of six (6) months and such leave may be extended for an additional six (6) months.

Leaves of Absence without pay on account of illness or injury that is not job incurred may be granted for a maximum period of twelve (12) months.

Such disability leave will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

(2) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay an employee must submit a request on the prescribed form to the District describing the reasons for the request and all other information required to evaluate the request. A request for a leave of absence without pay shall not be unreasonably denied.

#### 10.5 Military Leave

(1) All regular full-time employees hired shall be entitled to leave of absence for military duty as provided in the Military and Veterans Code of the State of California. An employee granted military leave that does not exceed thirty (30) calendar days shall return to the District the amount of military salary paid to such employee during the period of such leave. District pay to an employee will continue during such leave and allowances received for military leave (such as travel, meals, etc.) are to be retained by the employee. Such leave shall not be counted as regular leave with pay.

(2) An employee of the District who is a member of the National Guard or Naval Militia or a member of the reserve corps or force of the Federal military, naval, or marine service and is ordered to duty shall be granted a leave while engaged therein, provided the leave does not exceed fifteen (15) days in any calendar year. The employee shall not be compensated by the District during such leave.

(3) Two (2) or more regular employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment providing they are physically fit as above specified.

#### 10.6 Absence Due to Required Attendance in Court

Upon approval by the District, an employee, other than a temporary employee, shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

(1) Said absence from duty will be with full pay for each day the employee serves on the jury or testifies as a witness in a court case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay the employee must remit to the District, within fifteen (15) calendar days after receipt, all fees received except those specifically allowed for mileage and expenses.

(2) Jury duty or appearances shall be considered in terms of "whole days" (8 hours) or "half days" (4 hours) of service. If an employee is not due to appear for jury duty or as a witness until an afternoon court session the employee will be expected to work his/her usual morning schedule. If an employee is required to appear for morning court session and is sent home before noon and not required to return in the afternoon the employee will be expected to work his usual afternoon schedule.

(3) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the District.

A temporary employee who has been employed seasonally during the course of at least two (2) consecutive calendar years shall be entitled to an annual maximum of five (5) days of paid absence from duty under this section.

Attendance in court in connection with an employee's usual official duties or in connection with a case in which the District is a party, together with travel time

necessarily involved, shall not be considered absence from duty within the meaning of this Section.

#### 10.7 Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three (3) days bereavement leave with pay to make arrangements for the funeral/memorial service and attend same. Upon the employee's request, the District shall grant an additional two (2) days bereavement leave that shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral. In addition, an employee may request to use vacation and shall receive consideration for the request even if it is made during a period of time off restrictions. For the purpose of this paragraph the immediate family shall be restricted to parent, legal guardian, grandparent, spouse, domestic partner, child, stepchild, grandchild, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law or member of employee's extended family living in the employee's household. An employee shall also receive vacation consideration for a person who does not meet the definition of "immediate family."

Verification of death and/or proof of relationship may be required by the District as a condition for granting bereavement leave benefits when said documentation becomes available to the employee.

#### 10.8 Absence Without Leave

(1) Disapproved Leave or Failure to Return After Leave: Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the District or at the expiration of a leave, shall be considered an absence without authorized approval. An employee whose leave of absence is revoked or canceled shall be notified by registered mail at his/her last known address of such action.

(2) Absence Without Authorized Approval: Absence from duty without authorized approval for any length of time without an explanation is cause for dismissal.

### **Section 11. Health and Welfare**

#### 11.1 PERS Health Benefit Program

(1) Medical Insurance: The District contracts with the California Public Employees' Retirement System (PERS) Health Benefits Program to provide medical insurance for all active employees and retirees. Eligibility of retirees to participate in this program shall be in accordance with the regulations promulgated by PERS. The District shall pay the required minimum premium cost to PERS on behalf of each active employee and retiree.

(2) Alternate Benefit Account: In addition to the contribution of the PERS minimum cost for each active employee, the District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the District. All such employees shall receive monthly contributions from the District into their benefits account. Payment shall be sufficient to cover the District premium contribution for the PERS Kaiser HMO – Northern California ("Kaiser HMO") medical plan available to District employees, less the PERS minimum premium contribution. For employees with no dependents, the amount shall be the single premium Kaiser HMO rate; for employees with one dependent, the amount shall be the two-party Kaiser HMO rate; and for employees with more than one dependent, the amount shall be the Kaiser family HMO rate. If an employee chooses a plan more expensive than the lowest cost Kaiser HMO medical plan, the District contribution shall be no more

than the lowest cost Kaiser HMO rate, less the PERS minimum premium contribution, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee.

Effective January 1, 2016, the District shall pay Eighty Six Percent (86%) of the Kaiser HMO premium rate, less the PERS minimum premium contribution. Employees shall pay the remaining Fourteen Percent (14%) of the premium costs.

Effective January 1, 2016, in addition to the PERS minimum premium contribution, the District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the District. All such employees shall receive monthly contributions from the District into their benefits account. Payment shall be sufficient to cover Eighty Six Percent (86%) of the premium of the Kaiser HMO plan available to District employees, less the PERS minimum premium contribution. For employees with no dependents, the amount shall be the single premium HMO rate; for employees with one dependent, the amount shall be the two-party HMO rate; and for employees with more than one dependent, the amount shall be the family HMO rate. If an employee chooses another plan, the District contribution shall be no more than Eighty Six Percent (86%) of the Kaiser HMO plan premium, less the PERS minimum premium contribution, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee.

Effective January 1, 2019, the District shall pay Eighty Five Percent (85%) of the Kaiser HMO premium rate, less the PERS minimum premium contribution. Employees shall pay the remaining Fifteen percent (15%) of the premium costs.

Effective January 1, 2019, in addition to the PERS minimum premium contribution, the District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the PERS medical insurance plans offered by the District. All such employees shall receive monthly contributions from the District into their benefits account. Payment shall be sufficient to cover Eighty Five Percent (85%) of the premium of the Kaiser HMO plan available to District employees, less the PERS minimum premium contribution. For employees with no dependents, the amount shall be the single premium HMO rate; for employees with one dependent, the amount shall be the two-party HMO rate; and for employees with more than one dependent, the amount shall be the family HMO rate. If an employee chooses another plan, the District contribution shall be no more than Eighty Five Percent (85%) of the Kaiser HMO plan premium, less the PERS minimum premium contribution, at the appropriate single, two-party or family rate, and the excess premium cost shall be paid by the employee.

(3) Retired Employees: For retirees, in addition to the contributions listed above, the District shall establish a benefits account for each retiree. All such retirees shall receive monthly contributions from the District into their benefits account. Payment shall be sufficient to cover the premium of the Kaiser HMO medical plan, less the PERS minimum premium contribution specified above. The District's total contribution is provided toward the cost of providing medical insurance for the retiree only. Dependents of the retiree may be covered at the retiree's own expense and in accordance with applicable PERS regulations. To be eligible for the benefits of this Section, the retiree must enroll or be enrolled in PERS medical plan offered by the District at the time of separation and thereafter.

For employees hired after March 1, 2009, the District will make contributions listed for retired employees according to the following contribution schedule:

<u>Years of District Service</u>	<u>Contribution Rate</u>
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

(4) Notice of Plan Changes: In the event PERS makes unilateral changes to the providers and/or plans, the District will provide notice to the employees of those changes in addition to any notice provided by PERS.

(5) Taxability of District Contributions: The District shall not treat the District PERS minimum premium contributions outlined above or to the Alternate Benefit Account as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability or penalty that may arise out of the implementation of this section.

(6) Eligible Dependents: Employees shall have the right to inform the District of any change in either the number or status of their eligible dependents at any time and have the amount contributed be adjusted accordingly, in accordance with PERS or the insurance carrier's rules. In accordance with CalPERS provisions, employees shall submit a registered domestic partner form at the time of the partner's enrollment in the plan.

Employees shall be required to inform the District of any reduction in eligible dependents and corresponding reduction in premium amounts contributed by the District shall be made.

(7) Domestic Partner Eligibility: In accordance with State statute, the District health, dental and vision plans provide coverage for registered domestic partners.

#### 11.2 Dental and Vision

The District will contribute an amount necessary to provide dental and vision care benefits for the individual employee and eligible dependents at the negotiated coverage levels.

#### 11.3 Medical Waiver (In Lieu Coverage)

In lieu of coverage under a health plan provided by the District, an employee who provides proof of coverage comparable to that offered by the District through a spouse or other source, will be paid by the District the equivalent of One Hundred percent (100%) of single party coverage under the lowest cost HMO plan. Such payment will be either in cash, or into the employee's deferred compensation plan, at the employee's option. The employee must complete a form provided by the District. Re-enrollment in a plan provided by the District will be subject to the requirements of the health plan provider.

Effective January 1, 2019, in lieu of coverage under a health plan provided by the District, an employee who provides proof of coverage comparable to that offered by the District through a spouse or other source, will be paid by the District the equivalent of Eighty Five Percent (85%) of single party coverage under the lowest cost HMO plan.

- 11.4 Life Insurance  
The District will pay the full cost of providing life insurance coverage of one year's annual salary face value for eligible employees.
- 11.5 Continuation of Benefits  
Upon severance from District service, an employee shall have the option, for up to one (1) year following severance, to continue his/her health, dental and vision benefits by paying an amount equal to the monthly premium costs directly to the District.
- 11.6 Flexible Benefit (125 Plan)  
The District shall provide a Flexible Benefit Plan ("125 Plan") to afford employees the opportunity to pay medical, dental, dependent care and other permitted expenses on a pre-tax basis. The District shall pay the annual administrative costs.

## **Section 12. Retirement Benefits**

- 12.1 Retirement Benefit  
Employees are covered by the Contra Costa County Employees Retirement Association's enhanced benefit plan (2% @ 55) in either Tier I or Tier III depending on eligibility.

The District shall continue to pay Twenty Five Percent (25%) of the employee portion of the required contributions, excluding cost of living contributions, to the Retirement Fund. Effective March 1, 2016 the District shall pay Twenty Percent (20%) of this portion. Effective March 1, 2017, the District shall pay Ten Percent (10%) of this portion and effective January 1, 2018, the District shall pay Zero Percent (0%) of this portion.

- 12.2 Retirement Plan Participation – Amended Regulations  
Participation in the retirement plan shall be consistent with the requirements of the California Public Employees' Pension Reform Act of 2013 as it is currently enacted and as it is amended in the future, and its implementing regulations, referred to hereinafter collectively as "PEPRA". To the extent PEPRA conflicts with any provision of this MOU, PEPRA will govern.

(1) "New Members" - For purposes of this section "New Member" is defined by PEPRA to be any of the following:

(a) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(b) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity with the previous system.

(c) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. For purposes of this subdivision, a change in employment between state entities or from one school employer to another shall not be considered as service with a new employer.

Employees who are "New Members", as defined above, are eligible to participate in the Contra Costa County Employee Retirement Association. The retirement benefit is based on the highest average annual compensation over a three-year period and the 2% @ 62 formula.

(2) "Classic Members": For purposes of this section "Classic Member" is defined as a member who does not meet the definition of a "New Member" as defined by PEPR. Employees who are "Classic Members", as defined above, are eligible to participate in the County retirement program as provided for in the "Retirement Benefits" Section above.

### **Section 13. Evaluations**

Employees shall receive performance evaluations at least annually. The District shall perform the evaluation within thirty (30) days of the employee's anniversary date for those employees not at their top salary step. Once the employee has reached the top step, the annual rating period may be changed to calendar year and implemented by January 31 of the following year. The supervisor will notify the employee in writing of the change in rating period. The performance evaluation will be discussed with the employee, and the employee will sign the performance evaluation to indicate the employee has received the evaluation and it has been discussed with him/her. Such signature by the employee will not be construed as agreement by the employee with the evaluation and the employee will have five (5) working days to make written comments to be attached to the evaluation. Such comments will become a permanent part of the evaluation. The employee will be given a copy of the annual performance evaluation.

The intent of the performance evaluation is to apprise the employee of the past year's performance. The intent of the evaluation is not to surprise the employee with negative issues that were not raised at the time of the occurrence.

### **Section 14. Personnel Files**

An employee or his/her representative, on presentation of written authorization from the employee, shall have access on request for inspection and review of the employee's personnel file at reasonable intervals during regular business hours. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file, and copies of all letters of reprimand or warning shall be sent to the Union. The employee may be required to acknowledge the receipt of any document entered into his/her personnel file without prejudice to subsequent arguments concerning the contents of such documents. Letters of reprimand or warning related to attendance or performance may be removed from the employee's file three (3) years after issuance and shall not be used for subsequent discipline, providing there has been no recurrence of discipline. Any discipline for major infractions shall remain in the personnel file, including but not limited to instances of: theft; misuse or destruction of District property; acts which present an immediate danger to the public health and safety; or violation of District policies relating to acts



of harassment or discrimination, violence in the workplace, or using or being under the influence of drugs or alcohol in the workplace.

## **Section 15. Layoff and Reemployment**

### **15.1 Layoff**

Any employee may be laid off by the District Manager in the event a shortage of work or funds requires a reduction in personnel. The District Manager shall in a reduction of forces lay off the last employee hired and in rehiring, the last employee laid off shall be the first employee rehired. The District shall meet and confer with the Union prior to layoff to consider Union alternatives to layoff. Unit members shall be given at least thirty (30) days' notice of layoff or furlough.

### **15.2 Reemployment**

(1) The name of each employee who is laid off in accordance with this section shall be placed at the head of the eligible list for the class of positions, which that employee held, and shall be given preference in filling vacancies in that class.

(2) This right of an employee to reemployment shall remain effective for one (1) year from the date of his/her latest separation from the service. The employee's place on said list or lists shall be at the head of the eligibility list for the class of positions for which the employee is deemed qualified as hereinabove set forth and the employee shall be given preference in filling vacancies except for those persons placed on said list or lists of reemployment in the same position they previously held.

### **15.3 Severance Upon Layoff**

A regular full-time employee shall receive one (1) month's severance pay upon being laid off.

## **Section 16. Dismissal, Suspension, or Demotion for Cause**

The District Manager or the District Manager's designee may dismiss, suspend or demote any employee in the District's service. An employee shall have the right to appeal the action in accordance with the provisions of the Grievance Procedures section of this Memorandum of Understanding

### **16.1 Any employee may be dismissed, suspended or demoted for cause, including, but not limited to, the following:**

- (1) absence without leave;
- (2) disorderly or immoral conduct;
- (3) incompetence or inefficiency;
- (4) insubordination;
- (5) intoxication;
- (6) neglect of duty;
- (7) negligence or willful damage to public property or waste of public supplies or equipment;
- (8) violation of any lawful or reasonable safety regulation or order made and given by a supervisor;
- (9) willful violation of any of the provisions of this Memorandum;
- (10) material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.

## **Section 17. Grievance Procedure**

### **17.1 A grievance is any dispute, which involves the interpretation or application of any provision of this Memorandum of Understanding, excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the**



decision of any District Official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

17.2 Grievances shall be processed in the following manner:

(1) Any employee who believes that the employee has a grievance may discuss his/her complaint with such management official as the District Manager may designate. If the issue is not resolved at this step, or if the employee elects to submit his/her grievance directly to the Union, the procedures hereinafter specified may be invoked.

(2) Any employee or any official of the Union may notify the District Manager in writing that a grievance exists, stating the particulars of the grievance, and the nature of the resolution desired. The District Manager shall have seven (7) days in which to investigate the issues meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under paragraph (3) and (4) below which has not first been filed and investigated in accordance with this paragraph (2).

(3) Any grievance which has not been resolved by the procedures hereinabove set forth may be referred to the Board of Trustees by the complainant or by the District Manager. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The Board of Trustees shall designate a personal representative who shall not be the District Manager to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance or to make recommendations to the Board of Trustees.

(4) If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) Union representatives, no more than one (1) of whom shall be either an employee of the District or an elected or appointed official of the Union, and three (3) representatives of the District, no more than one (1) of whom shall be either an employee of the District or a member of the staff of any organization employed to represent the District in the negotiation process.

(5) If an Adjustment Board is unable to arrive at a majority decision, either the Union or the District may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the District. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by the Union and the District. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

(6) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws of the State.

17.3 No Adjustment Board or arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 17.1.

17.4 Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to an Adjustment Board or arbitrator under this Section. Neither shall any

Adjustment Board or arbitrator have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms of employment.

- 17.5 No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is submitted in writing with the District within seven (7) working days of the time at which the affected employee was notified of such action. The District Manager shall have fifteen (15) working days from the date the appeal is submitted in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem and notify the grievant in writing of his or her decision at the end of this fifteen (15) working day period.
- 17.6 If the District Manager in pursuance of the procedures outlined in Section 17.2 above, or the representative of the Board of Trustees in pursuance of the provisions of Section 17.2 above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the suspension or discharge is found to be unjustifiable by the Adjustment Board or the arbitrator, the Adjustment Board or arbitrator may order payment for lost time or reinstatement with or without payment for lost time; but, in the event that the dispute is carried to arbitration and that such employee is found to have been properly suspended or discharged under the provisions of Section 14.1, such employee may not be ordered reinstated and no penalty may be assessed upon the Employer.
- 17.7 All complaints involving or concerning the payment of compensation shall be initially filed in writing with the District Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered. Any other matters of compensation are to be resolved in negotiation and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.
- 17.8 No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the Board of Trustees and the Union.

## **Section 18. Health and Safety**

### **18.1 General Principle**

As a statement of general principle, the District agrees to provide a safe and healthy work environment for all employees. This Section is not subject to the Grievance Procedure, and any complaints regarding health and safety should be made to the District Manager.

### **18.2 Safety Shoes**

Employees assigned to positions designated by the District to require safety shoes shall be reimbursed upon purchase of such shoes to a maximum amount of Two Hundred and Seventy Five Dollars (\$275.00). Safety shoes shall be replaced as required, subject to the established criteria and with the approval of the employee's supervisor.

## **Section 19. Miscellaneous**

### **19.1 Uniforms**

The District shall provide uniforms and safety apparel for all employees in the bargaining unit.

### **19.2 Educational Reimbursement**

An employee will be reimbursed for the cost of books, tuition and entrance fees upon completion of any course of study approved by the District Manager; provided that the employee shall:

(1) Obtain the approval of the District Manager prior to enrollment in any course of study; and

(2) Present evidence of satisfactory completion of the course with a passing grade; and

(3) Present a verified statement or receipts of the employee's books, tuition and entrance fees following completion of the approved course of study.

### **19.3 Public Complaints**

In the event the District initiates an investigation based in whole or in part on a public complaint regarding an employee, the District will notify the employee involved of the complaint, conduct an objective and informal investigation that is not accusatory in nature and inform the employee of the results of the investigation. Unless the complaining member of the public requests anonymity, the District will also identify the complaining party to the employee(s) involved.

### **19.4 Employee Driver's Records**

(1) Employees are required to maintain a driving record sufficient to be insurable under the District's insurance policy.

(2) The District will make every effort to ensure that an employee covered by this Memorandum of Understanding will not be disciplined or become uninsurable the District's insurance policy as a result of driver's record points achieved due to compliance with a supervisor's directive or solely as a result of faulty District owned equipment/vehicles, it being understood that the employees are responsible for being generally aware of equipment/vehicle condition and for reporting faulty equipment/vehicles.

(3) In the event an employee covered by this Memorandum of Understanding does become uninsurable under the District's insurance policy, as a result of excessive drivers record points, the employee will be placed on leave of absence without pay for up to six (6) months while the employee attempts to secure his/her own insurance coverage at liability levels acceptable to the District, or until the employee again becomes insurable, whichever is less. Such leave of absence may be extended by the District Board of Trustees for an additional six (6) months.

(4) In the event there is alternative work available for which an uninsurable employee covered by this Memorandum of Understanding is qualified to perform which does not entail driving a vehicle, the District will assign the employee to such work, provided the District does not have to lay off any other employee, it being understood that the District has no obligation to create alternative work and that when such alternative work is completed, if the employee continues to be uninsurable, the employee will be placed on leave of absence without pay as provided in paragraph (3) hereinabove.

## 19.5 Drug Policies

Inasmuch as employees covered by this Memorandum of Understanding must visit the premises of organizations which may have specific policies with respect to drug use by employees and visitors, employees covered by this Memorandum of Understanding may be required to submit to reasonable searches while on the premises of such organizations. A reasonable search shall be defined as including, but not necessarily limited to, the contents of the employee's pockets, parcels, equipment, containers and the District vehicle. Reasonable search may not include any physical contact, disrobing or drug testing. Failure of such an employee to fully cooperate with requests for reasonable searches, as defined above, in accordance with such policies shall be subject to discipline by the District, up to and including discharge. However, no disciplinary action shall be taken based solely on the report from an outside organization, which has not been independently investigated and verified by the District.

## **Section 20. No Strike / No Lockout**

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change of personnel or operations or management or of employees not covered by this Memorandum of Understanding.

The District agrees not to engage in any lockout during the term of this Memorandum of Understanding.

## **Section 21. Separability of Provisions**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullifications shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

## **Section 22. Past Practices and Existing Memoranda of Understanding**

### 22.1 Established Practices

Continuance of working conditions and practices not specifically authorized by resolution of the Board of Trustees is not guaranteed by this Memorandum of Understanding. The District shall meet and confer with the Union prior to changing or eliminating established practices within the scope of representation.

### 22.2 Superseding Provision

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the District and the Union.

## **Section 23. Scope of Agreement**

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to negotiations. Neither party shall, during the term of this Memorandum of Understanding, make demands to the other with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

**Section 24. Duration**

This Memorandum of Understanding shall be effective March 1, 2018, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the last day of February, 2021, and shall continue thereafter from year to year unless at least sixty (60) days prior to the last day of February, 2021, or the last day of February of any subsequent year either party shall file written notice with the other of its desire to amend, modify or terminate this Memorandum of Understanding.

Made and entered into this 29 day of July, 2018.

**SEIU, LOCAL1021**


**CONTRA COSTA MOSQUITO AND  
VECTOR CONTROL DISTRICT**

By   
\_\_\_\_\_  
Tim Mann, Bargaining Team

By Paula Macedo  
\_\_\_\_\_  
Paula Macedo, General Manager

By   
\_\_\_\_\_  
Joe Cleope, Bargaining Team

By   
\_\_\_\_\_  
Jason Descans, Bargaining Team

By   
\_\_\_\_\_  
Peter Masiak, Field Director

By   
\_\_\_\_\_  
John Stead-Mendez, Executive Director

## APPENDIX A

### Vector Control Aide (VCA)

Vector Control Aides normally are employed on a temporary basis for a specific period of time, frequently for a period of six (6) months. Such employment as a VCA is for the purpose of supplementing and assisting Vector Control Technicians and Inspectors. The District provides training and pays the examination costs for State certification while VCAs are employed. A VCA interested in becoming a Vector Control Technician must apply and compete for such a position when there is a vacancy. However, in the event a VCA is subsequently employed as a Vector Control Technician, a VCA with six (6) or more months' service with the District will be granted three (3) months' credit towards completion of the probationary period as a Vector Control Technician and three (3) months' seniority credit as it applies to layoffs, provided there is not more than a one (1) year gap between employment as a VCA and as a Vector Control Technician. The District does not guarantee the availability of any VCA positions at any time.

Vector Control Aides are hired by the District on a seasonal or as-needed basis. All terms and conditions contained in the Memorandum of Understanding between the Union and the District shall apply to VCA's, except provisions related to the following:

Section 6. Salaries

Section 15. Layoff and Reemployment

Section 8. Vacation

Section 9. Sick Leave

Section 10. Leaves of Absence - only the provisions relating to Disability Leave with Pay and Bereavement Leave are inapplicable.

Section 11. Health and Welfare - The District will permit VCAs to participate in the health plans offered through the PERS Health Benefit Services Division, at the full expense of the VCA, provided PERS does not object.

Section 5. Probationary Period

Section 16. Dismissal, Suspension, or Demotion for Cause

Section 17. Grievance Procedure - only inapplicable to disciplinary matters.

Section 12. Retirement Benefits

Section 19.2 Educational Reimbursement

Section 18.2 Safety Shoes - The MOU language is amended in its application to VCAs, to provide that after three (3) months' employment, VCAs shall be reimbursed for receipted purchase of safety shoes to a maximum of One Hundred Dollars (\$100.00).



Section 13 Performance Evaluations - The MOU language is applicable, to VCAs except that a VCA's performance is evaluated by the District after one (1), three (3), and six (6) months' service for the duration of the first season and thereafter as the District may determine.

**VECTOR CONTROL AIDE      Salary Scale**

Effective upon Union ratification and Board approval of this MOU starting rate for Vector Control Aides is \$15.00 per hour with a top rate of \$18.00 per hour. VCA's progress through the range as follows:

- a) VCAs receive a wage increase of \$1.00 per hour upon receipt of State Certification, paid effective with the first payroll period following receipt of notice by the District.
- b) VCAs receive a wage increase of \$.50 after six (6) months' employment, and at the beginning of each subsequent period of consecutive employment.

## EXHIBIT "A"

### SALARY

Salary Ranges for Vector Control Technician (VCT), Vector Control Inspector (VCI), Lead Vector Control Inspector (LVCI), Vector Control Aide (VCA) and Mechanic II.

Effective March 1, 2018 VCT, VCI and Mechanic II salaries will be increased by 9.0% as reflected in the table below.

Classification	Step	Effective 3/1/18
VCT I	1	\$5,089
	2	\$5,554
	3	\$5,832
VCT II	4	\$6,120
	5	\$6,672
	6	\$7,005
VCI	7	\$7,523
Mechanic II	1	\$6,667
	2	\$6,963
	3	\$7,250
	4	\$7,537
	5	\$7,823
	6	\$8,107
	7	\$8,392
	8	\$8,680
	9	\$8,966

**Effective March 1, 2019**, in the event the Consumer Price Index is greater than 0%, the District will implement for all classifications, except VCA, a wage increase based on the following formula:

#### CPI Cost of Living Adjustment Increase

The salary rates for all classifications shall be adjusted to reflect a minimum of 1% and a maximum of 3.0% increase which shall be determined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, revised, San Francisco - Bay Area, All Items, (1982-84 = 100), hereinafter referred to as the "Index". Such salary increase shall be based on the Annual change in the Consumers Price Index (CPI) published for the year 2018.

The percentage salary increase effective March 1, 2019 shall be computed to the nearest one-tenth of a percent.

In the event, the applicable Consumer Price Index is 0% or less, the salary rates for all classifications will not be adjusted.



Effective March 1, 2020, in the event the Consumer Price Index is greater than 0%, the District will implement for all classifications, except VCA, a wage increase based on the following formula:

**CPI Cost of Living Adjustment Increase**

The salary rates for all classifications shall be adjusted to reflect a minimum of 1% and a maximum of 3.0% increase which shall be determined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, revised, San Francisco - Bay Area, All Items, (1982-84 = 100), hereinafter referred to as the "Index". Such salary increase shall be based on the Annual change in the Consumers Price Index (CPI) published for the year 2019.

The percentage salary increase effective March 1, 2020 shall be computed to the nearest one-tenth of a percent.

In the event, the applicable Consumer Price Index is 0% or less, the salary rates for all classifications will not be adjusted.

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Union Steward \_\_\_\_\_

Telephone Number \_\_\_\_\_