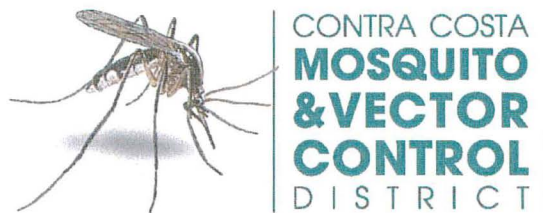


# MEMORANDUM OF UNDERSTANDING

Between

**CONTRA COSTA MOSQUITO  
AND VECTOR CONTROL DISTRICT**



and

**LOCAL 1021  
SERVICE EMPLOYEES' INTERNATIONAL UNION**



**January 1, 2022 through December 31, 2024**

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**Memorandum of Understanding**  
**between**  
**Contra Costa Mosquito and Vector Control District**  
**and**  
**Service Employees' International Union Local 1021**

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.

**Article 1 – Union Security**

1.1 Dues Deductions

Upon certification from the Union that an employee has signed an authorization for the deduction of Union dues (Committee on Political Education (COPE) or other Union programs), the District shall make payroll deductions at an amount to be determined by the Union and communicated to the District annually. The District shall promptly remit deductions to the Union. Employee requests to cancel membership dues deductions must be directed to the Union. Upon notification from the Union that an employee has canceled membership, the District shall promptly cease Union dues deductions from the employee's paycheck. The Union shall hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and shall indemnify the District for any claims made by the employee for deductions made in reliance on that certification.

1.2 Employee List

The District shall provide the Union designee(s) with a list with each submission of dues payment in malleable electronic format of the full name, employee identification number, job classification, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses, Pay Step and Longevity, Pay Status. This does not require the District to provide information that they do not possess.

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### 1.3 New Employee Orientation

The District shall attempt to provide the Union at least ten (10) days' notice of a new employee orientation. The Union shall have one hour to present to the new employee without management present during the new employee orientation, the new employee and one Union representative shall attend the orientation on paid release time.

### 1.4 Release Time

- (a) The District shall grant to employees, upon request of the Union of that employee, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the Union, or of any statewide or national employee organization with which the Union is affiliated. Leave may be granted on a full-time, part-time, periodic, or intermittent basis.
- (b) Procedures for requesting and granting leave shall be determined by mutual agreement between the District and Union. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before 30 days after receipt of the District's certification of payment of compensation to the employee.
- (c) At the conclusion or termination of leave granted under this section, the Union representative shall have a right of reinstatement to the same position held prior to the leave.
- (d) The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason.
- (e) Compensation during leave granted under this section shall include retirement fund contributions required of the District. The employee shall earn full service credit during the leave of absence and shall pay their member retirement contribution.
- (f) The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the District.

### 1.6 Use of District Facilities

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- 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) Union representatives shall notify the General Manager prior to doing a site visit of the facility, the site visit shall be deemed approved unless the General Manager objects in writing. The Union may use conference rooms and other meeting areas specified by the District for the purpose of holding Union meetings during off-duty hours with the approval of the General Manager. The Union shall generally request use of the facilities at least five (5) days in advance.
- 3) The District shall release employees for three (3) hours for an annual membership meeting beginning after 12:30 p.m.

#### 1.7 Notice to Union of Public Information Requests

The District shall notify the Union and the employee when in the determination of the District the Public Information Request may violate the employee's rights or cause harm to the employee.

#### 1.8 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 General 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).

#### 1.9 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

#### 1.10 Bargaining Unit Work

Unrepresented employees shall not regularly perform bargaining unit work.



## **Article 2 – Non Discrimination**

The Contra Costa Mosquito and Vector Control District affords equal employment opportunity for all qualified employees and applicants as to all terms of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. The District prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, Union membership, or military and veteran status or any other basis protected by law. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the U.S. Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing.

## **Article 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.

Employees may request to modify their schedule to begin their shifts one hour early between June 1 and November 1 pending operational needs of the District and approval of the General Manager.

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.

## **Article 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.

## **Article 5 – Probationary Period**

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- 5.1 New employees shall serve an initial probationary period of twelve (12) months. New employees will receive evaluations at one (1), three (3), six (6), nine (9) and twelve (12) months of employment. Promotional appointments shall be tentative and subject to a probationary period of six (6) months. Probationary periods will be extended by the amount of any unpaid leaves taken by the employee.
- 5.2 During the probationary period an employee may be rejected at any time by the General 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.

**Article 6 – Salaries**

6.1 Salary Schedule

The salary schedule with five percent (5.0%) between steps, will be attached as Exhibit "A".

6.2 Wages

Effective January 1, 2022, all classifications shall receive a five percent (5.0%) salary increase.

Effective January 1, 2023, all classifications shall be adjusted to reflect a minimum of 1.0% and a maximum of 4.0% increase on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, revised, San Francisco - Bay Area, All Items. Such salary increase shall be based on the annual change in the Consumers Price Index (CPI) published for the year 2021. In the event, the applicable Consumer Price Index is 0% or less, the salary rates for all classifications will not be adjusted.

Effective December 1, 2023, all classifications shall be adjusted to reflect a minimum of 1.0% and a maximum of 4.0% increase on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, revised, San Francisco - Bay Area, All Items. Such salary increase shall be based on the annual change in the Consumers Price Index (CPI) published for the year 2022. In the event, the applicable Consumer Price Index is 0% or less, the salary rates for all classifications will not be adjusted.

6.3 Signing Bonus

Effective the first full pay period following adoption by the Board of Trustees all employees shall receive a one-time lump sum signing bonus of sixteen hundred dollars (\$1,600).

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#### 6.4 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 General 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.

#### 6.5 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.

#### 6.6 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 their revised salary anniversary date. If an employee begins their service later than the first business day of a month, or has changes that would cause their salary anniversary date to be on other than the first business day of a month, then their 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 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.

## 6.7 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.

## 6.8 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.

## 6.9 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 (5.0%) 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 General Manager.

## 6.10 Salary on Transfer

An employee who is transferred to a position in a class with the same entry salary shall be paid at their present rate, or at the next higher rate in case there is not exact conformity between the two (2) corresponding rates in the salary ranges of the classes.

## 6.11 Salary on Reinstatement

If a former employee is reinstated in the same position previously held or to one (1) carrying a similar salary range, their salary shall not be higher than their salary at the time of their separation unless there has been an increase within the salary range.

## 6.12 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 (1.5) of the employee's regular rate of pay.
- 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 (1.5) for actual time worked.

2) Overtime Authorization

In advance of overtime being worked, the General Manager or designee must authorize all 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 employee 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.

6.13 Longevity Pay

Employees with fifteen (15) years of service shall receive an additional two percent (2.0%) of their base rate pay.

Employees with twenty (20) years of service shall receive an additional one percent (1.0%) of their base rate pay.

Employees with twenty-five (25) years of service shall receive an additional one percent (1.0%) of their base rate pay.

Employees with thirty (30) years of service shall receive an additional one percent (1.0%) of their base rate pay.

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Longevity pay shall be cumulative and not compounded.

### Article 7 – Holidays

#### 7.1 Holidays Observed by the District

Employees shall be entitled to take District observed holidays off with pay not to exceed eight (8) hours provided they are in a paid status. The following days shall be holidays for 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

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.

#### 7.2 Floating Holiday

Employees shall receive eight (8) hours of floating holiday pay on the following days February 12, September 9, and October 11. 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 and shall be forfeited.

### Article 8 – Vacation

#### 8.1 Vacation Accrual

- 1) Employees shall accrue vacation as follows:

Completed years of Regular service	Monthly Accrual rate
0	6.67 hours
1	10.0 hours
5	13.33 hours
10	16.67 hours

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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.

## 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 employment the employees remaining vacation hours shall be cashed out at the employees then regular rate of pay. Vacation may not be used to extend an employee's employment.

## 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 Vacation Schedules in an Emergency

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

## 8.6 Accumulation of Vacation Time

An employee shall be allowed to accumulate one hundred and sixty (160) hours of vacation allowance more than the employee's vacation accrual for that year.

## 8.7 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.

## **Article 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 their 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

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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.

## **Article 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 General 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 their 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

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- 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 their 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: 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 their 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

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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

The District and the Union respect and support our military, military benefits can be found in the employee handbook.

#### 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 their 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 their 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 twenty-four (24) hours bereavement leave with pay to make arrangements for the funeral/memorial service and attend same. Upon the employee's request, the District shall allow the employee to use five (5) days of their accumulated sick leave. 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

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“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 their 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.

### **Article 11 – Health and Welfare**

#### 11.1 PERS Health Benefit Program

- 1) Medical Insurance:

The District contracts with the California Public Employees’ Retirement System (CalPERS) 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 CalPERS. The District shall pay the required minimum premium cost to CalPERS on behalf of each active employee and retiree.

- 2) Alternate Benefit Account:

In addition to the PERS minimum premium contribution, the District shall contribute up to eighty-three percent (83%) of the applicable CalPERS Region 1 Kaiser premium, less the CalPERS minimum contribution.

- 3) Employees hired before March 1, 2009:

Retirees shall receive monthly contributions from the District into their benefits account. Payment shall be sufficient to cover the retiree only premium of the CalPERS Region 1 Kaiser HMO medical plan, less the

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CalPERS minimum contribution. The retiree must enroll in the CalPERS medical plan at the time of separation and thereafter.

4) For employees hired on or after March 1, 2009, and before January 1, 2022:

Retirees shall receive the following percentage of the retiree only CalPERS Region 1 Kaiser HMO premium less the CalPERS minimum contribution according to the following vesting schedule:

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

5) Employees hired after December 31, 2021:

Retirees shall receive the following percentage of the contribution rate according to the below vesting schedule. Contribution Rate: The contribution rate is defined as the employer's contribution towards the active employee only premium less the CalPERS minimum contribution.

<u>Years of District Service</u>	<u>Percentage of 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%

6) Eligible Dependents:

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Employees shall have the right to inform the District of any change in either the number or status of their eligible dependents when a life changing event occurs and have the amount contributed be adjusted accordingly, in accordance with CalPERS or the insurance carrier's rules.

#### 11.2 Dental and Vision

The District will provide dental and vision care benefits for the individual employee and eligible dependents.

#### 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 eighty-three percent (83%) of single party coverage under the lowest cost HMO plan.

#### 11.4 Life Insurance

The District will provide life insurance coverage of one year's annual salary up to a cap of \$150,000 for 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 their 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.

### **Article 12 – Retirement Benefits**

#### 12.1 Retirement Benefit

Employees are covered by the Contra Costa County Employees Retirement Association.

#### 12.2 Retirement Plan Participation



- 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 (6) 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.
  - d) 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". Employees who are "Classic Members", shall receive the enhanced benefit plan (2% @ 55) in either Tier I or Tier III depending on eligibility.

### **Article 13 – Evaluations**

Employees off probation will receive performance evaluations annually. 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 them. Such signature by the employee will not be construed as agreement by the employee with the evaluation and the employee will have seven (7) 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.

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## Article 14 – Personnel Files

An employee or their 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 their personnel file without prejudice to subsequent arguments concerning the contents of such documents. Warnings related to attendance or performance shall not be used for subsequent discipline, providing there has been no reoccurrence of discipline within two (2) years after issuance. All discipline shall remain in the personnel file.

## Article 15 – Layoff and Reemployment

### 15.1 Layoff

Any employee may be laid off by the General Manager in the event a shortage of work or funds requires a reduction in personnel. The General 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 their 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.

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## Article 16 – Discipline Procedure

Violation of District policies and rules may warrant disciplinary action. The District has established a system of progressive discipline that includes verbal warnings, written warnings, suspensions, demotions and termination. The District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including termination of employment.

If an incident occurs which requires investigation before the facts can be ascertained, the supervisor may suspend the employee with pay pending the investigation.

If the supervisor deems it appropriate, another member of management may be present to witness the imposition of the disciplinary procedure.

For the purpose of this Article an employee shall be defined as the employee and/or their representative.

### 16.1 Levels of Discipline

The District may impose the following types of discipline:

- 1) Counseling memo
- 2) Verbal warning
- 3) Written reprimand
- 4) Suspension without pay
- 5) Demotion
- 6) Reduction in pay
- 7) Termination

### 16.2 Pre-Disciplinary Process for Suspension without Pay, Demotion, Reduction in Pay or Termination

Only regular, for-cause employees have the right to the pre-disciplinary and appeal processes outlined in this section. Seasonal and probationary employees, may be disciplined or separated at will, with or without cause, and without the pre-disciplinary and appeal procedures listed below.

- 1) Notice of Intent to Discipline

The employee and the Union (via email) will be provided a written Notice of Intent to Discipline that contains the following information:

- The level of discipline intended to be imposed;
- The specific charges upon which the intended discipline is based;
- A summary of the facts upon which the charges are based;
- A copy of all written materials, reports, or documents upon which the intended discipline is based;
- Notice of the employee's right to respond either in person at a pre-disciplinary *Skelly* conference, or in writing, and the date that response (or the request for a conference) is due;
- Notice of the employee's right to have a representative of the employee's choice at the pre-disciplinary conference, should they decide to respond orally; and
- Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

2) Response by Employee and *Skelly* Conference

If the employee requests a *Skelly* conference, the General Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against them and present any mitigating circumstances. The General Manager or designee will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action may be imposed on the date specified in the *Skelly* letter.

3) Final Notice of Discipline

After the *Skelly* conference and/or timely receipt of the employee's written response, the General Manager or designee will:

- a) Take no disciplinary action; or
- b) Modify the intended discipline; or

c) Impose the intended disciplinary action. If any discipline will be imposed, the General Manager or designee will provide the employee and the Union (via email) with a notice that contains the following:

- The level of discipline to be imposed and the effective date of the discipline;
- The specific charges upon which the discipline is based;
- A summary of the facts that show that the elements of each charge at issue in the intended discipline;
- A copy of all materials upon which the discipline is based; and
- A reference to the employee's appeal right and deadline to appeal.

4) Delivery of the Final Notice of Discipline

The final notice of discipline will be delivered to the employee in person or to the last known address of the employee. If the notice is not deliverable because the employee has moved without notifying the District or the employee refuses to accept delivery, the effective date of discipline will be the date the post office or delivery service attempted delivery. The Union shall receive a copy of the notice electronically.

5) Request for Appeal

An employee may appeal a suspension, reduction in pay, demotion or discharge by submitting a written request to appeal to the General Manager or designee within fourteen (14) days from:

- a) Receipt of the final notice of discipline; or
- b) The date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

6) Arbitration

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The District shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service (SMCS). The District and the employee shall strike alternatively from the list, who strikes first shall be determined by lot. The arbitrator shall establish the conduct for the hearing.

The arbitrator should make a written finding and decision within 60 days of the hearing. The arbitrator may affirm, revoke, or modify the disciplinary action taken. The Arbitrator's decision is final and binding.

7) Costs

The fees and expenses of the Arbitrator and 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.

### **Article 17 – Grievance Procedure**

17.1 A grievance is any dispute between the District and an employee or the Union (grievant) involving 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:

An employee within thirty (30) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the employee shall have the option to discuss the grievance with their supervisor under Step 1 or submit to the Union to advance directly to Step 2. Grievances involving the payment of compensation shall be initially filed in writing with the General Manager.

Step 1 – The employee shall discuss the grievance with the immediate supervisor. If the employee is not satisfied with the decision at Step 1, the employee may appeal to Step 2 within seven (7) days of the supervisors' decision.

Step 2 – The grievant may notify the General Manager in writing of a grievance, stating the particulars of the grievance, and the nature of the resolution desired. The General Manager shall have seven (7) days in which to investigate the issues and meet with the grievant in an attempt to reach a satisfactory resolution. If the grievant is not satisfied with the General Manager's Decision they may within seven (7) days of the response to appeal to the Board of Trustees. Appeals shall be delivered to the General Manager.

Step 3 – The appeal shall be in writing, detailing the specific issues involved with a statement of the resolution desired. The Board of Trustees at their next regularly scheduled Board Meeting shall designate a personal representative who shall not be the General Manager to investigate the merits of the grievance, to meet with the grievant and, if the grievant is not the Union, to meet also with the Union, and to settle the grievance or to make recommendations to the Board of Trustees. If the Board of Trustees are unable to resolve the grievance the grievant may appeal to Step 4 within seven (7) days of the Board of Trustees written response.

Step 4 – The Union may appeal the grievance to arbitration. The District shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service (SMCS). The District and the grievant will strike alternatively from the list, who strikes first will be determined by lot. The fees and expenses of the arbitrator and 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.

Decisions of the arbitrator on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws of the State. No adjustment shall be retroactive for more than thirty (3) days from the date upon which the grievance was filed. The Arbitrator will not have the power to amend or modify this Memorandum of Understanding, written agreements, side-letters, or to establish any new terms of employment.

### **Article 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 General 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.

### **Article 19 – Miscellaneous**

#### 19.1 Uniforms

The District provides uniforms and safety apparel for all employees.

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## 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 General Manager; provided that the employee shall:

- 1) Obtain the approval of the General 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 their 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.

#### **Article 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.

#### **Article 21 – Severability 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.

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## **Article 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.

## **Article 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.

## **Article 24 – Duration**

This Memorandum of Understanding shall be effective January 1, 2022, 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 December 31, 2024, and shall continue thereafter from year to year unless at least sixty (60) days prior to the last day of December, 2024, or the last day of December 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.

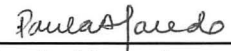
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Made and entered into this 10<sup>th</sup> day of January, 2022.


**Seiu, Local1021**

**Contra Costa Mosquito and  
Vector Control District**


By   
Heidi Budge, Bargaining Team

By   
Paula Macedo,  
General Manager

By   
Joe Cleope, Bargaining Team

By   
Michael W. Jarvis,  
Liebert Cassidy Whitmore.

By   
Peter Masiak, SEIU Field Director

By   
David Canham, SEIU Executive Director



## Appendix "A" – Vector Control Aide (VCA)

Vector Control Aides normally are employed on a temporary basis for a specific period of time, generally six (6) months. VCAs are to supplement and assist Vector Control Technicians and Inspectors. 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 starting rate for Vector Control Aides is \$18.00 per hour with a top rate of \$28.00 per hour. VCA's will receive a one dollar (\$1.00) an hour increase at the beginning of each subsequent employment.

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:

Article 5 – Probationary Period

Article 6 – Salaries

Article 8 – Vacation

Article 9 – Sick Leave

Article 10 – Leaves of Absence

Article 11 – Health and Welfare - VCAs are eligible participate in the health plans offered by the District, at the full expense of the employee.

Article 12 – Retirement Benefits

Article 13 – Performance Evaluations

Article 15 – Layoff and Reemployment

Article 16 – Dismissal, Suspension, or Demotion for Cause

Article 17 – Grievance Procedure - only inapplicable to disciplinary matters.

Article 18.2 – Safety Shoes - After three (3) months' employment, VCAs shall be reimbursed for receipted purchase of safety shoes up to a maximum of one hundred dollars (\$100.00).

Article 19.2 – Educational Reimbursement

**Exhibit "A" – Salary Schedule**

Represented classifications include Vector Control Technician (VCT), Vector Control Inspector (VCI), Vector Control Aide (VCA), and Mechanic Technician.

Effective July 13, 2021	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Vector Control Technician I	\$5,955.55	\$6,253.32	\$6,565.99				
Vector Control Technician II				\$6,894.29	\$7,239.00	\$7,600.95	
Vector Control Inspector							\$7,981.00
Mechanic Technician	\$6,372.68	\$6,691.31	\$7,025.88	\$7,377.17	\$7,746.03	\$8,133.33	\$8,540.00
Effective January 1, 2022	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Vector Control Technician I	\$6,253.32	\$6,565.99	\$6,894.29				
Vector Control Technician II				\$7,239.00	\$7,600.95	\$7,981.00	
Vector Control Inspector							\$8,380.05
Mechanic Technician	\$6,691.31	\$7,025.88	\$7,377.17	\$7,746.03	\$8,133.33	\$8,540.00	\$8,967.00

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