

**ORIGINAL**

AGREEMENT BETWEEN  
THE GREATER VALLEJO RECREATION DISTRICT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021

July 1, 2021 through June 30, 2023

ORIGINAL

## INDEX

	<u>Page</u>
Index .....	i
ARTICLE 1. Recognition .....	1
ARTICLE 2. No Discrimination.....	1
ARTICLE 3. UNION Security.....	1
ARTICLE 4. UNION Rights .....	2
ARTICLE 5. Hours.....	2
ARTICLE 6. Leaves.....	3
ARTICLE 7. Holidays and Vacation.....	6
ARTICLE 8. Safety .....	8
ARTICLE 9. Discipline.....	8
ARTICLE 10. Grievance Procedure.....	9
ARTICLE 11. Layoffs.....	11
ARTICLE 12. Benefits .....	12
ARTICLE 13. Compensation.....	15
ARTICLE 14. Personal History Files .....	16
ARTICLE 15. Effect of Agreement. ....	17
ARTICLE 16. No Strike/No Lockout. ....	18
ARTICLE 17. Meetings .....	18
ARTICLE 18. Procedure for Negotiating New Agreement. ....	18
ARTICLE 19. Term .....	18
Signature page.....	19

## ARTICLE 1. Recognition

This Agreement is entered into the first (1<sup>st</sup>) day of July 2021, continuing through and including June 30, 2023, by and between THE GREATER VALLEJO RECREATION DISTRICT (hereinafter "DISTRICT") and SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), Local 1021 (hereinafter "UNION"). DISTRICT hereby recognizes UNION as the recognized employee organization for all non-seasonal employees scheduled to work thirty-two (32) hours per week or more in the following units:

Middle Management Unit including: Administrative Support, Aquatic Coordinator, Landscape Supervisor, Facilities Supervisor, Recreation Supervisor, Recreation Coordinator, Accounting Specialist, Accounting Assistant, and excluding all others.

The UNION recognizes the General Manager or his designee as the DISTRICT's designated representative for negotiations.

## ARTICLE 2. No Discrimination

The UNION and the DISTRICT agree that there will be no discrimination against any employee because of race, color, religious belief, national origin, sex, disability, age, marital status, gender identification, sexual orientation or lawful union activities.

## ARTICLE 3. UNION Security

A. Upon written authorization by an employee and approved by the UNION field supervisor, the DISTRICT agrees to deduct, each pay day, from the accrued wages of each employee, after all other required deductions have been made, the sum certified as union dues, fees and assessments, and deliver same to the officer designated by UNION. The amount authorized to be deducted may be changed once each fiscal year, and such change will be made by the DISTRICT not later than thirty (30) days following the written notice of the change by the UNION. Employees are free to authorize dues deductions at any time.

B. The DISTRICT agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the UNION's Committee on Political Education (COPE), provided that the deductions are made at the same time as the payroll deductions for the UNION dues.

#### ARTICLE 4. UNION Rights

- A. Bulletin board space will be made available to the UNION.
- B. UNION will be permitted to use DISTRICT facilities when not otherwise in use provided permission is secured from the General Manager in advance. Such use is limited to the business of the local union only for regular union meetings.
- C. UNION may designate up to two (2) Shop Stewards. The stewards shall have up to eight (8) hours per calendar year of time away from work for employee-employer relations training. DISTRICT will provide up to eight (8) hours paid leave for this purpose.
- D. DISTRICT agrees to provide the UNION negotiation team members with reasonable time to prepare for and participate in negotiations.

#### ARTICLE 5. Hours

- A. The work week shall be forty (40) hours per week, or in the case of a modified work schedule, the normal weekly schedule for the employee working the modified work schedule. The work week is defined as Sunday through Saturday.
  - B. Each employee covered under this Agreement who is required to work in excess of forty (40) hours in any calendar week with proper authorization may be compensated at the employee's choice either by cash at the rate of one and one-half (1½) times the amount of time worked as overtime or by compensatory time off at the rate of one and one-half (1½) times the amount of time worked as overtime except when federal regulation regarding overtime compensation may preclude the exercise of this option.
  - C. Bargaining unit members recalled to work after having left the DISTRICT from his/her regular shift shall be compensated for a minimum two and one-half (2½) hours compensatory time. If an employee works beyond two and one-half (2½) hours, he or she shall receive compensatory time off at the rate of one and one-half (1½) for time actually worked until relieved from duty.
  - D. Compensatory time must be used within forty-five (45) calendar days of being earned. The employer may make efforts to permit scheduling of earned compensatory time off.
- If compensatory time is not used within the allotted time, then the District will cash out the compensatory time that has only exceeded the forty-five (45) day calendar time frame



E. Rest Periods - Each employee shall be entitled to take one (1) fifteen (15) minute rest period for each four (4) hours of work performed by such employee in a work day. Authorized rest period time taken shall be counted as time worked. Both rest periods shall occur toward the mid-point of each work period, work permitting, and will not be taken consecutively.

F. Flex Time – Flex time is defined as a modification to an employee's assigned start and stop time within a given work week. An employee may request to flex his/her assigned start and stop by up to one (1) hour. The granting of flex time is at the sole discretion of the department head/general manager.

#### ARTICLE 6. Leaves

A. Sick Leave.

1. Unit members shall accumulate sick leave at the rate of one (1) day for each full month of service or major fraction thereof.

2. Sick leave may be accumulated without limit.

3. If a holiday occurs during a period when an employee is absent from work on sick leave, the holiday shall not be deducted from his/her accrued sick leave.

4. A doctor's certificate shall be required by the DISTRICT for sick leave in excess of three (3) days.

5. During an employee's probationary period of employment, sick leave will accumulate and will be available for use during the probationary period.

6. In order to receive compensation while absent on sick leave, the unit member shall notify his/her immediate supervisor or the administration office by telephone, text, or email within one (1) hour after the time set for the beginning of his/her daily duties. The member must comply with the notification provision in this section on a daily basis during his/her absence on sick leave except when a doctor's certificate is provided no later than the fourth (4<sup>th</sup>) day of the absence or the member is hospitalized and unable to comply with this provision. (If in the initial contact the employee advises that the absence will encompass multiple days, the notification requirement is fulfilled; however, if applicable, the doctor's certificate requirement remains.)

7. Unit members on sick leave or disability for less than ninety (90) days shall accumulate annual leave and sick leave the same as if the employee had worked, except those unit members taking catastrophic leave as set forth below. Employees will not accrue annual leave or sick leave after being off for more than ninety (90) days.

8. It is agreed that all unit members with fifteen (15) or more years of service with the DISTRICT shall be entitled to a lump sum payment for their accumulated sick leave in the event of resignation, retirement, death or layoff initiated by the DISTRICT. The lump sum payment shall be seventy-five percent (75%) of the accumulated sick leave not to exceed payment of ninety (90) working days of accumulated sick leave. Unused sick leave may be converted to retirement credit, in a manner consistent with existing law, at the time of retirement. For unit members hired on or before December 31, 1997, the years of service requirement under this provision shall be ten (10) years.

9. Sick leave may be taken in .25 hour increments.

#### B. Catastrophic Leave.

1. The parties have established a catastrophic leave bank to assist unit members who have exhausted leave due to a serious or catastrophic illness or injury. The leave bank will allow other DISTRICT employees to donate time to the bank so that an affected employee can remain on paid status for a longer period of time, thus partially ameliorating the financial impact of the illness or injury.

2. Initial buy in to the program is eight (8) hours of vacation or sick leave, then one (1) hour every year during employment. Members can opt out at any time but cannot receive reimbursement of donated hours.

3. The requirements for the catastrophic leave bank as set forth in Rule and Regulation (RR) 2040 are attached hereto and incorporated by reference herein. In the event that the catastrophic leave balance becomes unreasonably low, the committee administering the catastrophic leave bank may recommend to the General Manager that the minimum donation be increased to eight (8) hours and the General Manager, in the exercise of his/her discretion, may make the change.

#### C. Family Leave.

1. The DISTRICT recognizes its obligations to unit members who meet

the eligibility requirements of the Federal Family Medical Leave Act and the California Family Rights Act.

2. Unit members may use their sick leave to care for an ill family member. Family member is defined in section D below.

3. The DISTRICT shall comply with the provisions of Paid Family Leave as set forth in Unemployment Insurance Code Sections 3300, *et seq.*, and any amendments thereto.

#### D. Bereavement Leave

Each unit member shall be eligible for paid bereavement leave up to a maximum of four (4) working days per bereavement for the death of the employee's spouse, parent, brother, sister, child, grandparent, grandchild or registered domestic partner or the corresponding relation(s) by affinity, provided:

1. The unit member notifies the DISTRICT of his/her absence on the first (1<sup>st</sup>) day of such absence, or sooner if able to do so.
2. The absence occurs on a day the unit member was scheduled to work.
3. The unit member on request must provide sufficient proof as required by the DISTRICT.

In the event that the member is required to travel in excess of one thousand (1,000) miles for the purposes of bereavement leave, a fifth (5<sup>th</sup>) day of bereavement leave shall be added.

Bereavement leave which exceeds four (4) days, or five (5) days as set forth above, shall be deducted from the employee's annual leave or sick leave at the employee's option.

#### E. Jury Duty.

1. The employee shall notify his/her supervisor when he/she first receives a notice of jury duty and shall again notify the supervisor when he/she is called to report to jury duty.

2. Unit members who are required to serve on jury duty shall receive their regular straight time rate of pay, less all jury pay received for the full day. Employee must provide GVRD with written verification of jury duty attendance to be compensated for the full day.



3. Time spent in awaiting impaneling for jury selection is considered covered time under this section.

4. A "Jury Duty Verification" form must be turned in with the leave slip.

F. Military Leave.

Military leave will be granted eligible unit members pursuant to the California Military and Veterans Code.

G. Time Off for Authorized Purposes.

1. Unit members will be granted reasonable time off with pay for the purpose of taking and preparing for promotional examinations with the DISTRICT. This shall include resulting hiring interviews for which they may be eligible.

2. Permanent unit members will be allowed to take up to four (4) hours on the same day of the blood donation without the loss of pay for the purpose of donating blood, not to exceed two (2) times in any given calendar year.

H. Leave of Absence Without Pay.

A leave of absence of any length must be approved in advance by the General Manager or his/her designee in writing.

ARTICLE 7. Holidays and Vacation

A. Holidays.

1. Unit members are granted the following paid

holidays: New Years Day  
Martin Luther King Birthday (third Monday in January)  
Presidents Day (third Monday in  
February) March 31, Cesar Chavez'  
birthday Memorial Day (last Monday  
in May)  
Juneteenth  
July 4, Independence Day  
Labor Day (first Monday in  
September) Indigenous Peoples' Day  
Veterans Day



Thanksgiving  
Day  
Day Following Thanksgiving  
One-half Day on Christmas Eve Day  
Christmas Day  
Floating Holiday (see section 7A4 below)

2. Unit members required to work on a paid holiday shall receive eight (8) hours compensatory time off.

3. When a paid holiday falls on a Saturday, the preceding Friday is the paid holiday. When a paid holiday falls on a Sunday, the following Monday is the paid holiday.

4. Lincoln's Birthday shall be designated as a floating holiday and may be taken at any time during the year. The floating holiday, if not taken in that calendar year, will be waived.

B. Vacation.

1. During the first five years of employment, a unit member will be granted fifteen (15) days annual leave per year. After five (5) years employment, the unit member will be granted twenty (20) days annual leave per year.

2. A unit member may not accumulate more than three hundred sixty (360) hours of unused annual leave.

3. Each employee who has accumulated greater than three hundred sixty (360) hours of vacation time shall be notified of their vacation hour balance and shall be allowed to take vacation consistent with the DISTRICT's vacation policy. If an employee has a vacation balance in excess of three hundred sixty (360) hours, the employee shall not accumulate additional vacation hours until the balance is less than three hundred sixty (360) hours.

4. If a holiday occurs during a unit member's annual leave, said holiday shall not be considered a day of annual leave used by the unit member.

5. During the probationary period, annual leave will accumulate but will not be available for use by the unit member.

6. Annual leave may be taken in .25 hour increments.

7. Based upon a calendar year, if a participant uses any annual leave during that year they can apply only once during December 1 -15 to sell back up to sixty (60) hours that year. It is a one (1) hour used for one (1) hour sell back. For example, if they use thirty-two (32) hours of annual leave, at the end of the year they can sell back thirty- two (32) hours. In order to qualify, besides using annual leave, they must have two hundred forty (240) hours of annual leave in their account at the time of the request to sell the hours.

#### ARTICLE 8. Safety

A. The DISTRICT will continue to make all reasonable efforts to see to it that work performed under the terms of this memorandum is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

B. The DISTRICT will provide appropriate safety equipment.

C. The DISTRICT and UNION hereby establish a joint safety committee to review and make recommendations on conditions, devices and equipment within the DISTRICT.

#### ARTICLE 9. Discipline

A. Permanent employees who are to be disciplined shall be provided notice of such action.

1. A description of the proposed action to be taken and the effective date or dates of the proposed action shall be provided to the employee not less than ten (10) working days prior to the effective date of such action.

2. A clear and concise statement of the reason(s) for the proposed action.

3. A statement that the unit member has the right to respond to the charges.

B. A unit member may respond to the action within ten (10) working days of the receipt of the action. If the unit member elects to respond in person, a meeting shall be scheduled with the General Manager or designee at which meeting the employee shall be afforded the opportunity to respond to the proposed action. The unit member is entitled to representation at this meeting. The General Manager or designee may amend, modify, revoke or sustain any or all of the charges. The General Manager or designee will provide written notice of the unit member's right to appeal to an Adjustment Board and the

time within which that appeal must be made. Appeals to the Adjustment Board must be filed in writing within ten (10) working days of the receipt of the decision of the General Manager.

The Adjustment Board will be convened within twenty (20) working days of receipt of the timely request for an Adjustment Board. The Adjustment Board shall be comprised of one (1) representative appointed by the DISTRICT, one (1) representative appointed by the UNION, and one (1) representative from State Mediation and Conciliation Service (SMCS) selected by mutual agreement of the parties to act as chair. Within five (5) working days of this meeting, the Adjustment Board shall deliver to the General Manager and appellant a written, non-binding opinion.

Either party may appeal the decision of the Adjustment Board. Appeals of Suspensions of less than five (5) days shall be referred to the Personnel Committee for a final and binding decision. Appeals of Terminations, Demotions or Suspensions of five (5) days or more shall be referred to the full Board for a final and binding decision. If no appeal is taken or an appeal to the Personnel Committee results in a tie, then the opinion of the Adjustment Board shall be adopted by the DISTRICT.

Appeal to the Personnel Committee or Board shall be in writing and must be made within five (5) working days of the issuance of opinion by the Adjustment Board.

#### ARTICLE 10. Grievance Procedure

A. The term grievance is an allegation that there has been a misinterpretation, misapplication or violation of this Agreement.

B. Procedure.

Step 1: In order to be considered, a grievance must be discussed with the unit member's immediate supervisor within ten (10) working days of the occurrence or knowledge of the event giving rise to the grievance. The supervisor shall respond within five (5) working days.

Step 2: If the grievant is dissatisfied with the supervisor's response or if no response is made within the time provided, the unit member shall reduce the grievance to writing and present it to the Superintendent, General Manager or designee. In order to be considered, the written grievance must be submitted within ten (10) working days of the supervisor's response or the date a



response was due.

The written grievance must:

- a. State the facts upon which it is based;
- b. State when the event occurred;
- c. Specify the section(s) of this memorandum alleged to have been violated, misinterpreted or misapplied;
- d. Specify the desired resolution; and
- e. Be signed by the grievant and his/her UNION representative.

The Superintendent, General Manager or designee shall meet with the grievant and his/her representative within five (5) working days of receipt of the grievance. Within five (5) working days of the meeting, the Superintendent, General Manager or designee shall render a decision. If the grievant is not satisfied with the response, he/she shall have five (5) working days to appeal to the grievance committee established by the DISTRICT and the UNION.

Step 3: Upon receipt of the non-binding opinion at the next regularly scheduled Board meeting, the Board of Directors shall have five (5) working days to consider the recommendations and make a final and binding decision. Such written decision shall be delivered to the UNION and the unit member.

C. Time limits at any step of this procedure may be waived by mutual agreement. Failure by the UNION and/or grievant to meet the specified timelines shall preclude further processing of the grievance. Failure of the DISTRICT to adhere to the timelines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.

D. UNION representatives shall suffer no loss of pay for time spent investigating complaints and processing grievances hereunder. Said representatives shall notify their supervisor as to their leaving the job for these purposes. Reasonable advance notice must be given to include when and how long the person will be absent and when they are scheduled to return. No more than one UNION representative may be absent from his/her job to represent UNION on the same matter unless specifically provided for. Preparation time shall not exceed four (4) hours unless the parties agree to a greater number in writing.



## ARTICLE 11. Layoffs

- A. Position elimination will be considered a layoff if it results in the loss of employment.
- B. Layoffs shall be by seniority, by department and by position as determined by the District's Board of Directors and the General Manager.
- C. Employees whose layoff is effective during a month will continue to receive medical, dental and life insurance coverage during that month, and an additional three (3) months.
- D. Employees who are laid off and subsequently rehired within ninety (90) calendar days following the effective date of layoff will be considered as having served continuously in the DISTRICT service for purposes of seniority and vacation accrual. Employees not rehired within the ninety (90) day period will remain on the recall list for one (1) year from the date of layoff. Such list shall be used by the DISTRICT when a vacancy arises in the same or lower class before recruitment outside the DISTRICT. Employees must meet qualifications for the position to be considered. An employee who resigns, retires, or is terminated for reasons other than a layoff relinquishes any and all rights to be placed on the list. During this ninety (90) calendar day period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired within the ninety (90) day period, or if a laid off employee relinquishes all re-employment rights with the DISTRICT within this ninety (90) day period, such employee shall be entitled to payoff of earned benefits as provided in this Agreement.
- E. Bumping Procedures.
  - 1. A laid off employee may bump a less senior employee in a lateral or lower classification if the member meets the minimum qualifications for the class.
  - 2. Employees bumping other employees must accept the salary, hours, and working conditions of the new position.
  - 3. An employee bumping another employee in a lower class shall receive the highest salary in the new range that does not exceed the member's pay rate prior to bumping.
  - 4. Employees may waive their bumping right to an available position in

writing to the General Manager within five (5) workdays after receiving the notice of layoff. Employees who waive their bumping rights within the time limit shall not be considered to have resigned nor shall they lose their position on the layoff eligibility list.

5. Employees shall be recalled in the reverse order of layoff up to ninety (90) days after the layoff.

F. The DISTRICT and UNION shall use reasonable efforts to compile a list of essential and less essential part-time position(s) with the understanding that the DISTRICT shall make every effort to lay off the less essential part-time employees identified on the list before laying off any permanent employee covered by this Agreement.

#### ARTICLE 12.. Benefits

A. Throughout the term of this Agreement DISTRICT shall pay one hundred percent (100%) of the cost of health benefits for the employee; eighty percent (80%) of the cost of health benefits for the employee and one (1) dependent; and seventy percent (70%) of the cost of health benefits for the employee and more than one (1) dependent.

B. The payments for any increase in health benefits by DISTRICT during the life of the within Agreement shall not exceed One Hundred Fifty Dollars (\$150.00) per month during the term of this Agreement for the employee; Two Hundred Dollars (\$200.00) per month during the term of this Agreement for the employee and one (1) dependent; and shall not exceed Three Hundred Dollars (\$300.00) per month during the term of this Agreement for the employee and more than one (1) dependent.

1. Employees who opt to decline health insurance provided by DISTRICT shall receive a Two Hundred Twenty-five Dollar (\$225.00) monthly in lieu of payment. In order to qualify for this payment, the employee must provide to DISTRICT proof of health insurance coverage throughout the term of this Agreement. Pursuant to agreement with IBEW, this provision does not trigger the "me too" clause as set forth in the IBEW Agreement.

C. For insurance cap purposes as set forth in paragraph 12B above, the medical insurance rates for calendar years 2021 and 2022 shall be at the 2021 insurance rate.

D. The DISTRICT will pay the premium for each employee and dependent(s) under the approved group dental plan. The dental coverage set forth within this section shall be Two thousand dollars (\$2,000) per year for the employee and



dependents under the approved group dental plan. Unit members working less than forty (40) hours per week will receive a proration of the employer's contribution for a full-time employee with the same coverage.

E. The DISTRICT will provide group life insurance in the amount of Fifty Thousand Dollars (\$50,000.00) for each unit member during the term of this Agreement.

F. The DISTRICT will contribute for retirees up to Four Hundred Thirty-two Dollars (\$432.00) per month for the health insurance premium. In order to be eligible for this benefit, the retiree must have completed twenty (20) years of service with the DISTRICT. The years of service requirement shall be ten (10) years of service with the DISTRICT for those employees hired prior to December 31, 1997. Dependent coverage provided under this provision shall apply to dependents of the retiree at the time of his/her retirement.

1. Upon the death of the retiree, the DISTRICT will continue paying the health insurance premium for the life of the retiree's designated dependent, provided that the dependent had the relationship of spouse or dependent child of the retiree at the time of the retirement of the retiree. The entitlement of a dependent child under this provision shall be during the child's dependency, which is defined as to age eighteen (18) or the physical and/or mental disability of the dependent as determined by a licensed physician.

2. A committee consisting of the following: a member of each DISTRICT bargaining unit; a representative of the non-represented employees; the General Manager or his designee; and a retiree (jointly selected by the bargaining units and the General Manager) shall meet to study the retiree health insurance issues and the related cost thereof and report their findings and recommendations to the General Manager no later than July 1, 2016. The recommendations of the committee shall be considered by the General Manager and accepted or rejected by the General Manager after meeting and conferring with the bargaining units.

G. The DISTRICT shall set up IRS 125 plans to provide members with pre-tax deductions for medical premiums.

H. The cost of health insurance as set forth herein shall be paid with pre-tax dollars.

I. The current PERS retirement is two percent (2%) at age fifty-five (55). AB340 created new pension formulas for employees hired after January 1, 2013, that are new members of PERS. "New" is defined as (1) never having been a member of PERS or

(2) having been out of the system for six months or more. For "new" members, the formula is two percent (2%) at age sixty-two (62). The DISTRICT will pay the cost of the 1959 survivor benefits plan.

J. In accordance with the California Labor Code, the DISTRICT provides all statutory workers compensation benefits for the DISTRICT's employees who sustain work related injuries or illness. Pursuant to Labor Code Sections 3700, *et seq.*, the DISTRICT is self-- insured for workers' compensation at no cost to the unit member. DISTRICT will continue

to pay employee at his or her regular salary rate during the three (3) day waiting period. DISTRICT will continue to pay the difference between the allowance granted by the workers' compensation insurance and the employee's regular salary not to exceed six (6) months.

K. A deferred compensation program as established by the DISTRICT is available to all unit members after they have been employed for at least six (6) months and successfully completed probation.

L. Requests for specific training and/or education may be submitted during the budgeting process. The request may or may not be included in the final budget. If approved in the budget, the General Manager will again make a determination on the education or training prior to enrollment.

When space is available, members may utilize DISTRICT facilities one (1) time per year at one-half ( $\frac{1}{2}$ ) of the cost for the rental. The DISTRICT will provide bargaining unit members up to \$400 annually (from January 1 to December 31) as a health and well-being benefit. SEIU members and/or immediate family members living in their same household may use the annual amount to pay toward GVRD programs, classes, entrance fees, and/or to utilize District facilities. In order to utilize this benefit, employees are required to fill out the applicable form to track use.

M. DISTRICT shall provide full-time employees with a vision plan. DISTRICT shall pay the full amount of the plan cost.

O. When an employee utilizes a discount to reserve a facility under his/her name, the DISTRICT's expectation is that the use of such facilities is only for the benefit of the employee and/or the group he/she is representing. This section is offered as a benefit to DISTRICT employees and reservations made pursuant to this section of the Agreement shall not be used for any other purpose or for organizations not originally requested by the employee, nor shall the use of such facility space be sold, traded or utilized in any manner other than for the employee's original request and authorization. The reserving employee is expected to be on site for the duration of the event.



### ARTICLE 13. Compensation

- A. Year 1: 1.25% increase to base salaries (effective July 1, 2021)
- B. Year 2: 2.25% increase to base salaries
- C. A member who has been employed by the DISTRICT for twenty (20) years or longer will receive a one and one-half percent (1 ½%) increase in compensation.
- D. The probationary period for unit members is six (6) months. During this probationary period, new employees may be terminated at the will of the DISTRICT. The promotional probationary period for unit members is six (6) months from the date for promotion. During this promotional probationary period, employees may be released back to their former position at the will of the DISTRICT. Probation can be extended once with a one (1) time, three (3) month extension.
- E. In order to receive a step increase, the employee must first obtain a satisfactory review. Step increases shall be received upon the first (1<sup>st</sup>) pay period following the completion of the below-listed time frame, subject to the condition above: Step 2 - six (6) months; Step 3 - one (1) year from the date of hire; Step 4 - one (1) year after Step 3 increase; Step 5 - one (1) year after Step 4 increase.

An employee who is promoted to a position in a higher classification shall be placed at the recruiting step for the class or such higher step as is necessary to provide not less than five percent (5%) of the unit member's current salary.

- F. An Employee working at a higher position on a temporary basis shall be placed at Step 1 for the range or such step as is necessary to provide not less than a five percent (5%) increase in salary. In order to receive the higher wage rate, the employee working at the temporary position must work for five (5) cumulative days in the position.

When an employee in good standing is demoted to a position in a lower class for reasons other than unsatisfactory performance, he/she shall receive the highest salary in the new range that does not exceed his/her rate of pay immediately prior to demotion and shall retain the step increase eligibility date to which he/she was entitled prior to the demotion.

- G. Employees shall be paid bi-weekly.
- H. All unit members eligible for mileage reimbursement shall be reimbursed at the IRS rate. Claims for mileage reimbursement shall be in the form required by the DISTRICT. Members shall not receive a mileage allowance.
- I. The deductible amount, not covered by the unit member's automobile or other insurance which becomes an actual expense to the unit member because of an accident while on the DISTRICT's business, shall be reimbursed up to a

maximum of Five Hundred Dollars (\$500.00) per accident. Claims for deductible reimbursement shall be documented in writing.

J. An employee called back to work shall be credited with a minimum of two and one-half (2½) hours comp time at the straight time rate. Callback generally shall be based upon an authorized person's request (authorized person may include: communications dispatcher, alarm service dispatcher, supervisor, or designated staff person) to an employee prior to the time that employee would arrive for his/her work day or after that employee has completed his/her normally scheduled work day. Time which is worked as overtime within the provisions of this Agreement shall be compensated as overtime as set forth in paragraph 5B hereinabove.

Assuming an employee covered under this Agreement, after having been released, receives an official work-related phone call at home and conducts DISTRICT business (*i.e.*, system alarms that can be re-set remotely, assisting DISTRICT crews in the field performing emergency or pre-arranged work), without the need to report to a job site during non-working hours, DISTRICT agrees to compensate said employee for a minimum of thirty (30) minutes of straight time for the first call, regardless of how long the first call is. Successive calls related to the initial occurrence shall not be compensated, but new calls received meeting the above criteria, and for actual call time related to each successive similar call until the employee returns to work on a regularly scheduled workday shall be compensated at fifteen (15) minutes each straight time. For the purpose of this section, "conducts DISTRICT business" it is implied that actual business did transpire during the call. Not merely replying to a missed call or voice mail.

K. Unit member(s) who have a valid Class B driver's license shall be entitled to a two and one-half percent (2½%) payment for the day of use of the license.

#### ARTICLE 14. Personal History Files

A. The official Personal History file of each member shall be maintained at the DISTRICT office. Unit members have the right to review their file. In order to review the file, the unit member must schedule a specific appointment for this purpose. A unit member's representative may review the file during a scheduled appointment provided they present written authorization from the unit member.

B. A copy of any personnel action form(s), performance review(s), written reprimand(s), commendation(s), or disciplinary action(s) placed in the employee's personal history file will be provided to the employee at the time the material is sent to Human Resources for placement in the official file. The employee may respond in writing to documents placed in the file. This response will be filed with the original document.



C. Performance reviews, written reprimands, and disciplinary actions will be placed in an employee's official personnel file after the employee has been given five (5) work days' notice to sign and date the document.

D. Within ten (10) work days after the employee receives a copy of their annual performance evaluation which indicates that an employee does not meet expectations, the employee may submit a written request to the General Manager to appeal the evaluation. Upon receiving the request, the General Manager will have ten (10) work days to meet with the employee and either sustain or change the employee's evaluation and notify the employee of the decision in writing. If the evaluation is changed, a new original shall be submitted to the General Manager. Each employee is limited to one (1) appeal per year.

E. Provided that no additional incident occurs of a like nature, letters of reprimand shall be removed from the employee's personnel file three (3) years after the date of the incident upon the written request of the employee.

#### ARTICLE 15. Effect of Agreement

A. In the event that any provision of this Agreement shall at any time be declared invalid by a decision of any court of competent jurisdiction, such decision shall not invalidate the entire agreement. All other provisions not so declared invalid shall remain in full force and effect. Any provisions so invalidated shall immediately become subject to renegotiation by the parties to this Agreement.

B. Except as specifically provided in this Agreement, during the life of this Agreement no meet and confer sessions or collective negotiations shall take place without the mutual consent of the parties.

C. DISTRICT will submit drafts of any proposed changes to the DISTRICT Policies and Procedures and/or Rules and Regulations to the UNION for their review and input within a reasonable time before the changes are enacted by DISTRICT.

D. Where not negated or modified by the express provision of this Agreement, the Board of Directors' Policies and Procedures and the Personnel Policies of the DISTRICT shall apply.

#### ARTICLE 16. No Strike/No Lockout

A. The UNION, its members and representatives agree not to engage in a

strike during the term of this Agreement.

B. The DISTRICT agrees not to engage in any lockout of unit members during the term of this Agreement.

#### ARTICLE 17. Meetings

Meetings may be held between UNION and DISTRICT management as needed. Agendas for the meetings shall be agreed upon one (1) week in advance of the meeting by the President of the UNION and the General Manager or their designees. Meetings may be held when necessary at the request of either party.

#### ARTICLE 18. Procedure for Negotiating New Agreement

A. The parties hereto shall exchange a written list of issues to be discussed in the negotiations for a new Agreement no later than one hundred fifty (150) days prior to the expiration of the within Agreement. The negotiations for the new Agreement shall be limited to the written list of issues exchanged.

B. The parties hereto shall meet to negotiate the new Agreement not later than one hundred thirty-five (135) days prior to the expiration of the within Agreement.

C. The parties hereto may agree in writing that provisions of the then current Agreement be continued without change or revision without the need for additional negotiations thereon. If such agreement is reached, such provisions are deemed resolved and shall be incorporated in the new Agreement.

D. The (4<sup>th</sup>) fourth) negotiation session shall be the final date for the parties to present new proposal.

#### Article 19 – Term


July 1, 2021 – June 30, 2023



**Signature Page**


**FOR THE DISTRICT**


  
\_\_\_\_\_  
Gabriel Lanusse, General Manager

  
\_\_\_\_\_  
Casey Halcro, Human Resources Manager


**FOR SEIU**

  
\_\_\_\_\_  
Greg Carter, SEIU Field Representative

  
\_\_\_\_\_  
Jeffrey Worrell, Negotiation Team Member

  
\_\_\_\_\_  
Sandy Tawaratsumida, Negotiation Team Member

**AGREEMENT APPROVED AS TO FORM:**

By   
\_\_\_\_\_  
Kevin R. Dale  
Legal Counsel  
Greater Vallejo Recreation District,  
A Special Service District

Dated: SEPT. 22, 2021