

*Memorandum of Understanding
Between
Conejo Recreation and Park District
and
Service Employees International Union, Local 721
Representing CRPD Employees*

July 1, 2021 – June 30, 2023

MEMORANDUM OF UNDERSTANDING

Pursuant to Section 16, Conejo Recreation and Park District Resolution Number 6172-A, this Memorandum of Understanding ("MOU") is made and entered into June 17, 2021 by and between the Conejo Recreation and Park District ("District") and the Service Employees International Union, Local 721 ("SEIU"), representing the Conejo Recreation and Park District identified employees ("the Union").



Jim Friedl, Secretary to the Board of Directors,
Conejo Recreation and Park District

ATTEST:



~~Aline Reynders, Executive Assistant~~
Conejo Recreation and Park District

Jody Dickson

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

It is the purpose of this Memorandum of Understanding ("MOU") to promote and provide for harmonious labor relations, cooperation, and understanding between the District and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, and terms and conditions of employment of the SEIU-represented employees. The parties jointly agree to submit this MOU to the Union for ratification and to the District Board of Directors ("Board") for adoption.

ARTICLE 2 - TERM OF THE AGREEMENT

- A. The MOU commences at 12:01 am on July 1, 2021, and is effective to and including 12 midnight, June 30, 2023.
- B. In the event either the District or SEIU desires to meet and confer in good faith on amendments to wages, hours, and/or terms and conditions of employment, either party may serve upon the other during the period from March 1 to March 31 of 2023 its written request to commence meet-and-confer sessions. Unless changes are specifically proposed each year by either the District or SEIU to district-wide wages, hours, and/or terms and/or conditions of employment, it is agreed that the terms and provisions of this MOU will remain in effect.

ARTICLE 3 - RECOGNITION AND COVERAGE

Pursuant to applicable State law and past practice, the District recognizes SEIU as the sole and exclusive bargaining representative of the full-time employees occupying the classifications listed in Appendix A.

ARTICLE 4 - MEET-AND-CONFER SESSIONS

- A. SEIU may designate not more than six District employees who are union members to serve as members of SEIU's meet-and-confer team. No more than five meet-and-confer team members shall be present at any meet-and-confer session, with the sixth member serving as an alternate. These duly designated persons shall be released from their duty assignments without loss of pay or other employment benefits when attending scheduled meet-and-confer sessions that are scheduled for times they are otherwise on duty. SEIU may designate up to two members from parks and planning, up to two members from recreation and management services, which includes administration and clerical, and one park ranger, as meet-and-confer team members. The designated alternate

meet-and-confer team member may be from any division.

- B. The above provisions of this Article shall be subject to (1) the District's operational requirements, and (2) the requirements that the Union member who wishes to be excused from his/her official duties to attend meet-and-confer sessions requests release time from his/her immediate supervisor at least two working days in advance, except that this requirement may be waived with the express approval of the employee's immediate supervisor in the case of an unforeseeable emergency meeting.
- C. The District and SEIU understand that amendments to the existing MOU presented for meet-and-confer sessions shall be accompanied by a statement signed by an SEIU representative and meet-and-confer team members declaring that the proposed amendments have been accepted in principle by a majority of the Union membership for the purpose of meet-and-confer sessions with the District.
- D. No less than 120 days prior to the expiration of this MOU, SEIU shall notify the District of the six employee-members of the committee. So that SEIU can better prepare to timely commence bargaining over the terms of a successor MOU, between 120 and 90 days prior to expiration of this MOU, the District shall release the six designated committee members from active employment for four total hours on days to be determined by SEIU. Each employee who on any such day would have otherwise been actively engaged on the job shall be paid straight-time hours as if s/he were, in fact, actively on the job.

ARTICLE 5 - GRIEVANCES AND REPRESENTATION

- A. The District agrees that, during the term of this MOU, it shall recognize SEIU representatives in the handling of grievances arising on the job when so informed in writing by the grieving employee.
- B. SEIU shall provide the District, in writing, with the name of the SEIU staff member representative prior to any hearing on the employee's grievance; that written notification shall cite the applicable personnel policy(ies) or MOU provisions allegedly violated and include the basis for the grievance. The District shall acknowledge receipt of the grievance in writing.

ARTICLE 6 - ACCESS TO WORK LOCATIONS

- A. SEIU shall designate up to five members as its union stewards. SEIU shall notify the District's Human Resources Supervisor of this designation annually on or before February 1. SEIU shall also notify the Human Resources Supervisor of any change in stewards within 14 days of the change.

- B. A designated SEIU staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given to Division Head and Human Resources. The SEIU stewards shall be given similar access during their lunch and rest periods. These visits shall be to observe working conditions or to investigate grievances.
- C. The District agrees that Union-related activities by Union stewards shall not affect the promotional opportunities of said employees.

ARTICLE 7 - USE OF AGENCY FACILITIES

The District interposes no objection to SEIU'S use of District buildings and facilities to conduct Union meetings, providing the meeting space is arranged for in accordance with existing procedures. SEIU shall reimburse the District for any direct costs incurred as a result of SEIU's use of District buildings and/or facilities.

ARTICLE 8 - MODIFICATION AND WAIVER

- A. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms or provisions.
- B. In the event of a violation of any part of this MOU, failure to object to the violation within 90 days shall constitute a waiver of the provision with respect to the specific violation but shall not waive or bar future enforcement of all provisions.
- C. Any modification of any of the terms or provisions of this MOU shall be binding when agreed to in writing by both parties and approved and implemented by the Board and SEIU.
- D. Prior to implementing changes to items affecting wages, hours, or terms and condition of employment, the District shall provide SEIU with advance notice of implementation, except that changes implemented on an emergency basis will be conveyed to SEIU with the least practicable delay. The District shall meet and confer on such changes if so requested by SEIU with notification to be given to the District within 14 days of receipt of the change by SEIU.

ARTICLE 9 - AVAILABILITY OF PUBLISHED DATA

The District will make available to SEIU, and SEIU to the District, such information pertaining to employer-employee relations as is contained in the records of the respective organizations, subject to the limitations and conditions set forth in the

applicable Government Code Sections, and provided such information is not otherwise privileged from disclosure as established by law. To facilitate negotiations, SEIU and the District shall provide and exchange the published data it regularly has available concerning subjects under negotiation, including data gathered concerning salaries and other terms and conditions of employment provided by comparable public and private agencies, provided that when such data is gathered on the promise to keep its source confidential, the source shall not be revealed.

ARTICLE 10 - EMPLOYEE PERSONNEL ACTIONS

- A. No written material considered to be derogatory or relating to performance, salary, or a disciplinary action shall be placed in an employee's personnel file without the employee first being given an opportunity to read such material. The employee shall acknowledge that he or she has read such material by signing the material to be filed, with the understanding that although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the employee's personnel file with an appropriate notation by the employee's supervisor or other District representative.
- B. The District shall, in writing and within five working days of an employment status change, notify the affected employee of any resultant change in his/her compensation and/or benefits.
- C. By appointment, an employee may review his/her personnel file by contacting the Human Resources Supervisor for a time and date within five working days of the request.

ARTICLE 11 - SEIU DUES, DEDUCTIONS AND NEW EMPLOYEE ORIENTATION

A. Dues Deduction

The District will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by the Union.

The District shall send to the Union a list of all employees in the bargaining unit, including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status; hourly rate; and salary step (if applicable). This information shall be sent in Excel format to dues@seiu721.org in accordance with state requirements.

Each pay period, the Union shall provide the District with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The District shall make the dues and other applicable deductions from the employees’ paychecks and remit such deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The District shall provide the total amount remitted in Excel format to dues@seiu721.org within five (5) business days of each payday.

B. Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union’s registered political action committees. The District shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Each pay period, the Union will notify the District with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the District by the next full pay period cycle.

- C. Employees who do not want their personal contact information (e.g. home address, phone number, personal email address) disclosed to the Union may, upon request, opt-out of such disclosure by providing written notification to the Human Resources Supervisor in writing. The District shall deliver to opted-out bargaining unit members any other types of Union-related communications needed for the Union to meet its duties as the exclusive bargaining representative. The District shall be under no obligation to provide such Union-related communications unless and until the Union provides such communications to the District’s Human Resources Supervisor.
- D. The District shall provide the Union written notice of both District-wide and department-level new employee orientations [no matter how few participants, and whether in person or online] at least 10 business days, or as soon as reasonably practical, prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No management representative shall be present during the Union’s presentation. Release time shall be granted for the steward(s) to participate in the Union’s presentation of the new employee orientations. “New hires” shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion.

If the Union's designated representative(s) is unable to attend the new employee orientation, the District shall provide the new hire with the contact information of the union representative responsible for follow-up with the new hire.

- E. Changes to the payroll deduction shall commence on the pay period after the District receives authorization or written notification.
- F. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. In the event of such indemnification or defense, the District shall be entitled to select its own legal representative. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with SEIU and shall not be subject to the District's grievance procedure.

ARTICLE 12 - DISCIPLINARY ACTION

- A. For purposes of this Article, actions including discharge, demotion for cause, suspension without pay, being placed on disciplinary probation, and written warnings, admonitions, and reprimands shall be defined as disciplinary action.
- B. When disciplinary action is taken, the District will furnish the employee with copies of any documents or written statements considered by the District in justifying its actions.
- C. Employees shall retroactively accrue vacation and sick leave credits if discharged or suspended without pay as a result of disciplinary action and the District subsequently revokes such disciplinary action.

ARTICLE 13 - TRANSFER OF FUNCTION

The District agrees that in the event a District function is transferred to another governmental agency, the District will attempt to place the terminated employees with the recipient agency and attempt to obtain benefits equal to those afforded him/her by the District.

ARTICLE 14 - POLICIES REGARDING EMPLOYMENT

The District will provide SEIU with electronic copies of all policies, procedures, handbooks, employee manuals, and other official documents that pertain to wages, hours, and working conditions. The District agrees to meet-and-confer regarding any

changes to wages, terms or conditions of employment, as required by the Meyers-Milias-Brown Act (Gov. Code § 3500 et seq.).

ARTICLE 15 - SALARY PLAN

- A. The District salary plan shall be based periodically on survey data and shall provide comparable pay for comparable work by grouping positions which involve similar duties into classes, and setting salaries for these classes in proper relationship to each other. The District agrees to complete a total compensation survey within five years of the date of the adoption of this MOU.
- B. Salaries paid to District employees shall be comparable to wages paid by other public agencies for like work. District salaries should reflect lines of authority as well as extent of responsibility and the amount and variety of training and specialized knowledge required for satisfactory performance.
- C. District and SEIU will give due consideration to economic and other appropriate indicators presented in the meet-and-confer sessions concerning employee compensation.
- D. Employee salaries shall be increased by 2.25%, effective the later of the pay period which includes July 1, 2021, or the first pay period following ratification/approval and adoption of this MOU.
- E. Employee salaries shall be increased by 2.75%, effective the pay period which includes July 1, 2022.

ARTICLE 16 - WORKING HOURS

- A. This Article is intended to define the normal hours of work and work schedules and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
 - 1. The normal work day shall be eight consecutive hours of work, exclusive of an unpaid lunch period in a consecutive 24-hour period.
 - 2. The normal work week shall be five consecutive work days and two days of rest in a seven consecutive day period.
 - 3. When shift changes occur, there shall be a minimum of 12 hours between shifts.
 - 4. Except for exempt employees, when work schedules are regularly and routinely used, such schedules shall be posted at least 14 calendar days

prior to the effective date of any routine and general work schedule change.

5. A schedule may be established that provides for a 10-hour work day, four days per week, exclusive of an hour or half-hour unpaid lunch period.
 6. A schedule may be established that contains nine-hour work days, exclusive of an hour or half-hour unpaid lunch period.
- B. The foregoing provisions may be modified based upon changes in the Fair Labor Standards Act, as issued by the Federal government.
- C. Nothing herein shall be construed to affect in any manner whatsoever irregular work day or work week assignments required for the maintenance of necessary operations.

ARTICLE 17 - PERFORMANCE EVALUATIONS

- A. Each employee's performance shall be formally evaluated at the end of the first six-month period of employment, and again prior to the completion of the 12-month probation period. Thereafter, reviews shall be conducted annually.
- B. Employees, whose job performance warrants, may be reviewed at any time. Those who receive "improvement needed" and/or "unsatisfactory" ratings on their performance evaluation shall be given interim reviews until the deficiency is corrected or other appropriate action taken.
- C. When it is known that a supervisor will be terminating employment or will be reassigned, each employee under his/her direct supervision who has not received a performance evaluation within 90 days may, at the District's discretion, receive another evaluation.

ARTICLE 18 - OVERTIME AND COMPENSATORY TIME

- A. The regular work week for all full-time employees shall be 40 hours. All compensated time shall count toward the 40-hour work week for the purpose of computing overtime payment and/or accrual of compensatory time.
- B. All full-time employees directed to attend a position-related training program conducted during non-working hours shall be entitled to equal time off preferably on the same day or the day preceding or following each training session.
- C. **Non-Exempt Employees:** A non-exempt employee who performs authorized work in excess of 40 hours in his/her scheduled work week shall be

compensated at the rate of one-and-one half times his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.

1. At the employee's option, hours worked beyond the normal number of hours scheduled in a work week may be designated as flextime hours and taken off in equivalent hours at some time during that work week.

Such time off shall be considered an excused absence and reported on employee time sheets as flextime taken.

2. At the employee's option, hours worked beyond the normal number of hours scheduled in a work week may be designated as compensatory time off in lieu of monetary overtime compensation. The compensatory time is earned at the rate of one-and-one-half hours for each hour of overtime worked and may be accrued to a maximum of 80 hours. Employees will be paid for accrued compensatory time not taken prior to termination.
3. Employees called back to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of 30 minutes. Callback hours shall not be designated as flextime or compensatory time, and shall be compensated at the overtime rate.
4. An employee who is required to work on a district holiday shall be compensated at the rate of one-and-one half times the regular rate of pay in addition to his/her holiday pay.
5. Weekend work, if not normally scheduled, may be compensated at the rate of one-and-one half times the regular rate, and may be designated as flextime or compensatory time.

- D. **Exempt Employees:** An exempt employee shall be entitled to compensatory time off for hours worked beyond the scheduled hours for that pay period, provided the hours worked qualify under section 2 below.

1. Compensatory time is accrued at straight time to a maximum of 80 hours, to be used in increments agreeable with the Division Heads. Exceptions to the maximum accrual policy may be made by the General Manager when unusual conditions so warrant. Employees may use their accrued compensatory time in the same manner as they use other accrued leave, and subject to the same restrictions as set forth in Chapter 33 of the Personnel Policies. Terminated employees will not be paid for accrued compensatory time not taken prior to termination.

2. Exempt employees are only entitled to compensatory time for hours worked beyond their regularly scheduled hours for the following circumstances: (1) required attendance at Board and other meetings; (2) time spent handling unforeseen and/or emergency situations which occur outside of regular work hours; (3) evening and weekend hours spent completing assignments during peak workload periods; or (4) required attendance at programs and events which take place during evening or weekend hours, or on holidays when such attendance cannot be accommodated within the 40-hour work week through flextime scheduling.
 3. Accrual of compensatory time is not authorized for: (1) business luncheons; (2) voluntary attendance at professional meetings, seminars, training sessions, recreation programs and/or events, whether held during regular office hours or at other times; (3) evening or weekend hours spent completing normal work associated with the position and not accomplished during regular work hours.
- E. **Exempt Employees Assigned to Overnight Camps:** An exempt employee required to work overnight at a District-organized camp shall be entitled to six hours of compensatory time for the hours of 10:00 p.m. to 6:00 a.m. These six hours of compensatory time are paid in recognition of routinely interrupted sleep time to address camp-related issues, and are in addition to any compensatory time which the employee may otherwise earn.

ARTICLE 19 - SAFETY

- A. Employees shall be responsible for adherence to all published safety rules and regulations and for reporting conditions perceived to be hazardous to District supervisory personnel. Safety training shall be scheduled and conducted by qualified personnel, as necessary.
- B. Employees shall not lose pay or be otherwise penalized for refusing to work after reporting hazardous conditions that are in violation of District or State safety rules or regulations and the hazardous condition has been substantiated by appropriate authority.
- C. The District shall provide non-supervisory grounds and maintenance employees with suitable steel-toed safety shoes or boots for mandatory wear while at work.

ARTICLE 20 - WORK CLOTHING

Employees covered by the MOU who are provided work clothing items shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.

ARTICLE 21 - BULLETIN BOARDS

SEIU may provide a bulletin board at each work site, in District-approved designated non-public areas, for the purpose of communicating normal and regular SEIU business to its membership, subject to the following conditions:

1. SEIU will provide the Human Resources Supervisor a copy of any materials to be posted no later than one business day prior to the posting.
2. SEIU agrees that it will not place on any District bulletin board any material that is derogatory to any District official or other individual, or that may have a disruptive effect on the normal and efficient operation of any District activity.

ARTICLE 22 - SENIORITY

- A. The seniority of a regular employee is determined by the length of his/her service, computed in years, months, and days from the first day of his/her last continuous employment.
- B. The District recognizes the principle of seniority and SEIU recognizes the need of maintaining an efficient work force. In all matters involving a reduction in force, the length of continuous service with the District shall be given primary consideration, except where training, demonstrated ability and performance substantially outweigh considerations of length of service, or when the more senior employee is physically unable or otherwise unqualified to do the work. To prove qualified, the employee must demonstrate his/her ability to do the job within 30 calendar days after appointment.
- C. In the event the employee with greater seniority is not appointed to fill the vacancy for which he/she applied, the District shall provide said employee, upon his/her request, with a written explanation, with a copy to SEIU, stating the reason for his/her not being appointed.

ARTICLE 23 - SICK LEAVE

- A. Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. There shall be no cap on the number of sick leave hours an employee may accumulate for illness or for conversion to service credit at retirement with the California Public Employees' Retirement System (PERS).
- B. Accumulated sick leave may be converted to retirement benefit credits upon retirement in accordance with terms and conditions of the District contract with PERS. An employee with ten or more years of District service who retires from

District employment may at his/her option, convert up to 2,500 hours of his/her accumulated sick leave to cash. The conversion rate is 50%, i.e., each hour of converted sick leave equaling one-half hour pay.

ARTICLE 24 - MEDICAL

For the term of this agreement the District will contribute the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMHCA) per month per active participant enrolled in a PERS health plan to be used solely towards District-sponsored medical benefits.

ARTICLE 25 - CAFETERIA PLAN AND BASIC NEEDS ALLOWANCE

A. The District will provide flexible benefits through a Cafeteria Plan for active full-time employees for the purchase of the following benefits: Health, Dental, and Life Insurance.

B. Effective with the first pay date on or after January 1, 2021, the District's contribution to the Cafeteria Plan is as follows:

Employee only	\$ 589
Employee plus one dependent	\$1,054
Employee plus family	\$1,383

C. Effective with the first pay date on or after January 1, 2022 and January 1, 2023, the District's Cafeteria Plan contribution shall increase by 67% of the average of the individual plan percentage increases for the relevant year as reported by PERS, up to a maximum of 6% (e.g. if the overall increase is 6%, then the District will increase the contribution by 4.02%; if the overall increase is 13%, then the District will increase the contribution by 6%).

D. When the total cost of the employee benefits exceeds the total District contributions, the District will deduct the excess amount through automatic payroll deduction.

E. When the total cost of the employee benefits is less than the total District contributions:

1. For employees hired before July 1, 2009, the remaining balance will be added to the salary paid to the employee, except that beginning December 31, 2009, any subsequent increases will be applied only to actual premium increases and therefore additions to pay are capped.

2. Employees hired after July 1, 2009 will not have unused amounts added to salary.
- F. The District shall continue its contributions for at least 90 days for any employee who must be absent from work because of injury, illness, or approved leave, including industrial leave. The District shall continue its contributions beyond 90 days as long as the employee is using available paid leave to fully cover the absence or to fully supplement the workers' compensation benefit. However, Section 1 above shall apply only if needed to cover the benefits costs and will not provide cash back to the employee.
 - G. Vision reimbursement - The District will provide an account in each employee's name of \$200 per fiscal year to be used by the employee and/or eligible dependents on a reimbursable basis for expenses paid by the employee for vision care services. Receipts must be submitted to the Human Resource office before any reimbursement is made.
 - H. Flexible Spending Accounts (IRC125) - The District will provide and administer flexible spending accounts, including the optional health care reimbursement and dependent care reimbursement accounts.
 - I. Basic Needs Allowance - A monthly basic needs allowance of two hundred dollars (\$200) shall be paid to employees beginning the first full pay period in July.

ARTICLE 26 - BEREAVEMENT LEAVE

In the event of a death in an employee's family, the District may, upon request, grant the employee up to three days of bereavement leave. For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner. Bereavement leaves will be paid at full pay for up to three work days and shall not be charged against the employee's accrued vacation or sick leave. When travel to a distant location or other circumstances require an absence longer than three work days, the District may allow the employee to use up to two days of accrued sick leave. If the employee requests to take a cumulative leave of longer than five work days, the District may allow the use of accrued vacation or compensatory time.

ARTICLE 27 - NON-INDUSTRIAL LEAVE

- A. Upon medical verification and following an elimination period of 30 days from the onset of a non-industrial disability, an employee shall be entitled to a disability benefit equal to 50% of regular salary, including all differential pays, not to exceed \$475 per pay period for up to six months, the cost of the benefit to be

borne by the District. An employee may use his/her sick leave or vacation to make up the difference between the disability amount and a full net paycheck. Any sick leave or vacation used will not be deducted from the disability amount. Basic needs allowance will be prorated according to the number of sick leave/vacations hours used.

- B. Upon application, the General Manager may extend the period of disability benefits beyond the six-month period, depending upon the individual circumstances of an employee's disability.

ARTICLE 28 - HOLIDAYS

- A. The District shall recognize the following holidays:

1. New Year's Day - January 1
2. Presidents Day - Third Monday in February
3. Memorial Day - Last Monday in May
4. Independence Day - July 4
5. Labor Day - First Monday in May
6. Veterans Day - November 11
7. Thanksgiving Day - Fourth Thursday in November
8. Day after Thanksgiving - Fourth Friday in November
9. Christmas - December 25

- B. In addition to the nine District-paid holidays, 27 hours of floating holidays may be taken at the employee's discretion with prior approval of the immediate supervisor and authorization by the General Manager and must be used within the same fiscal year in which they fall.

1. One of the three floating holidays is granted in recognition of Martin Luther King Jr.'s birthday.
2. Floating holidays will be accrued at the beginning of each fiscal year. Each employee shall accrue the lesser of either: 27 hours of floating holiday time, or the number of hours needed in the employee's floating holiday bank to reach a balance of 27 hours.

ARTICLE 29 - EXEMPT POSITIONS

Exempt employees are those administrative, professional, and executive employees exempt from overtime requirements pursuant to applicable law.

ARTICLE 30 - EDUCATION AND TRAINING

- A. The District may pay up to 100% percent of the costs for successful completion of courses related to employment, excluding travel expenses. Successful completion means earning a grade of "C" or better. Costs to be considered by the General Manager shall include tuition, books, and materials, required equipment and laboratory fees, and incidental costs such as mandatory student body parking and health fees.
- B. Percentage of reimbursement shall be determined on the basis of job-relatedness, relative District/employee benefit, and shall be based upon the California State College systems fee schedule.
- C. An employee who desires reimbursement of education costs must submit a Tuition Assistance Request form to the Personnel Office prior to enrollment in the course(s).
- D. The District shall pay registration fees for employees authorized to attend District-approved conferences and seminars.
- E. The District will pay the licensing fee for any employee who is eligible to be licensed for California Department of Food and Agriculture Qualified Applicators Certificate with at least one category obtained for ornamental, turf or rights-of-way.
- F. For those employees who, as of July 2, 2015, have already passed one or more of the Maintenance Worker II Competency Exams, the District shall provide a salary adjustment of an additional \$0.10 an hour to the hourly rate for each exam passed. For those employees who, as of July 3, 2015, have already passed all four of the Maintenance Worker II Competency Exams, the District shall provide an additional \$0.05 an hour, for a total salary adjustment of \$0.45 an hour more. Effective July 2, 2015, the District will no longer administer the Maintenance Worker II Competency Exams, and will no longer provide a salary adjustment to employees, except as noted above.

ARTICLE 31 - RETIREMENT

- A. The District contracts with PERS for the purpose of providing eligible employees with retirement benefits, as follows:
 - 1. For employees with a hire date before December 4, 2009, the District is contracted for a retirement formula of 2% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.
 - 2. For employees with a hire date of December 4, 2009 through December

31, 2012, or "classic" PERS members (as that term is defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.

3. For employees with a hire date on or after January 1, 2013 who are "new" PERS members (as that term is defined by PERS), the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).
- B. Employees hired after January 1, 2013 who are also "new" PERS members (as that term is defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost.
- C. Each year, the District shall report as Tax Deferred Member Contributions that portion of the PERS contribution paid by the employee.
- D. This contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service ("IRS") under Internal Revenue Code Section 414(h)(2) and related revenue rulings, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.
- E. Effective July 1, 1991, the district will provide each employee with coverage under the PERS survivors benefit program at the standard level.
- F. Retiree Stipend

1. Length-of-service retirees shall receive a benefit as outlined below.

Eligibility for this payment is limited to those employees hired full-time prior to July 1, 2009, and who provide proof of having filed for retirement within 120 days of separation from active service with the District. "Proof" is defined as District receipt of a copy of the "Notice of Placement on the Retirement Roll" from PERS.

Separation From Service on or between	Initial Monthly Benefit: Monthly benefit + (Monthly amount per year of completed full-time service)	Annual Increase to Monthly Benefit as of each Anniversary Date in retirement
July 1, 1991 and June 30, 1998	\$34 + (\$5 x Full-time Years of Service)	Lesser of CPI increase or \$2
July 1, 1999 and June 30, 2005	\$50 + (\$5 x Full-time Years of Service)	Lesser of CPI increase or \$10
July 1, 2005 and June 30, 2006	\$60 + (\$10 x Full-time Years of Service)	Lesser of CPI increase or \$10
July 1, 2006 – present	\$75 + (\$15 x Full-time Years of Service)	Lesser of CPI increase or \$15

The "CPI Increase," equals the monthly benefit amount multiplied by the Bureau of Labor Statistics Consumer Price Index – Urban Wage Earners & Clerical Workers – Los Angeles for the 12-month period ending on December 31 immediately preceding the relevant retirement Anniversary Date.

2. To account for the issue that the IRS does not allow annual increases in excess of the CPI and that the \$15 negotiated increase applied to the monthly benefit may exceed the CPI, the District shall calculate a one-time lump sum, a "CPI Excess" (present value of the excess) not later than each eligible employee's 1st stipend payment.
3. Employees with a full-time hire date after June 30, 2009 are not eligible for the retiree stipend.

ARTICLE 32 - MANAGEMENT/EMPLOYEE MEETING

- A. A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- B. The Union may designate up to five employees as provided in Article 4, Meet-and-Confer to attend the Labor/Management meetings.
- C. The Joint Labor/Management Committee shall meet twice each fiscal year or more or less often as determined by the Parties.

ARTICLE 33 - PRIVATE VEHICLE MILEAGE ALLOWANCE

Employees who drive privately owned vehicles on District business shall receive reimbursement at a rate equivalent to the rate allowed by the IRS.

ARTICLE 34 - EMPLOYEE ASSISTANCE PLAN

The District shall continue the Employee Assistance Plan for the term of this Memorandum.

ARTICLE 35 - LIGHT DUTY POLICY

Light duty is granted only on a temporary basis at the sole discretion of the Division Administrator and the Administrator, Management Services. It will be granted based upon the needs of and benefit to the District, and the ability of the employee to perform

the essential functions of a position which is authorized by the District and is available. Light duty will be granted for a maximum of 26 weeks in any two-year period for all injuries, both industrial and non-industrial, and as otherwise required by law.

ARTICLE 36 - CONTRACTING OUT DISTRICT SERVICES

- A. The District retains the sole and complete discretion to determine the methods, means, and personnel by which District operations are to be conducted. The objective of contracting or subcontracting out shall be to provide the services and/or work at a lesser cost, or to have the work performed that is not within the skill set of District employees or for which the District does not have the proper equipment.
- B. Prior to issuing an RFP or expanding an existing service agreement to contract or subcontract out services which have been previously and regularly performed by employees in this bargaining unit, the District will notify and provide SEIU an opportunity to meet and confer over the impact, if any, that contracting out would have on matters within the scope of representation.
- C. Upon request, the District will provide SEIU with the following information:
 - 1. Information regarding the scope of services to be contracted and proposed organizational changes.
 - 2. A copy of the formal Request for Proposals (RFP), where one has been prepared.
 - 3. Copies of staff reports to the Board of Directors which contain any analysis of the proposals and any recommendations.
 - 4. Information regarding savings to be achieved by contracting out versus performing the services with District employees.
- D. The District shall not commence an agreement for contracting or sub-contracting until the District has complied with the provisions of this Article.

ARTICLE 37 - LAYOFF POLICY AND PROCEDURE

The parties agree that the layoff policies and procedures set forth in the District's Personal Policy Manual shall apply, and that Section 23.0 of the Personnel Policy Manual shall be revised to include the following as an additional paragraph:

"The District may, after consultation with formally recognized employee organizations as required by law, consider alternative actions in order to

minimize layoffs. In determining classifications for layoff, the appointing authority will consider which classifications would have the least impact on the continued effectiveness of the Division, while at the same time meeting the necessary reduction in force requirements as determined by the District.”

ARTICLE 38 - PAYMENT FOR VACATION

- A. Employees with less than 15 years of service who have used 40 hours of accrued vacation hours in the preceding twelve-month period may elect to receive pay in lieu of up to 40 hours of vacation accrual at a rate equal to their regular rate of pay, providing the employee has a minimum of 80 hours of accrued vacation time remaining after payment is made.
- B. Employees with 15 or more years of service who have used 40 hours of accrued vacation hours in the preceding twelve-month period may elect to receive pay in lieu of up to 60 hours of vacation accrual at a rate equal to their regular rate of pay, providing the employee has a minimum of 80 hours of accrued vacation time remaining after payment is made.
- C. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to the maximum hours of accrued vacation (in whole hour increments) set forth in section (A) and (B) of this Article, which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year, provided the employee still has the requisite minimum number of hours of accrued vacation remaining after the cash out. If, however, the employee's vacation leave balance would result in less than the requisite minimum number of hours remaining after the cash out, the employee will receive cash for the amount of leave above the maximum hours that the employee has accrued at the time of the cash out.
- D. In the event an employee is faced with an “unforeseeable emergency” as described below, he/she may be eligible to receive a hardship cash-out of vacation, without electing the cash-out in the prior year as required above. In order to receive a hardship cash-out, the employee must establish and substantiate that he/she has suffered a severe financial hardship resulting from an illness or accident suffered by the employee, employee's spouse or employee's dependent, a loss of his/her property due to casualty or severe weather or other similar extraordinary and unforeseeable circumstance beyond the control of the employee.

The amount of any financial hardship vacation cash-out due to unforeseeable emergencies shall not exceed the lessor of:

1. The amount reasonably necessary to satisfy the hardship or
2. The amount of vacation available with a minimum balance of 80 hours remaining after the hardship cash-out.

To apply for a hardship cash-out of vacation, complete the vacation Cash-out Due to an Unforeseeable Emergency Application available from the Human Resources Department. Upon receipt of a request, Human Resources shall approve or deny the employee's request within seven days.

ARTICLE 39 - VACATION

- A. The District shall provide vacation as follows:

<u>Years of Service</u>	<u>Annual Hours</u>	<u>Maximum Hours</u>
0 to 5	80	200
+5 to 10	120	280
11	128	296
12	136	312
13	144	328
14	152	344
15 or more	160	360

- B. It is the mutual responsibility of the employee and his/her supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached unless approval for accrual in excess of the employee's maximum has been given by the Division Administrator and the General Manager.
- C. Request for Vacation: Supervisors shall respond to a request for vacation within five business days. Upon the request of the employee, the supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial.

ARTICLE 40 - DRUG AND ALCOHOL ABUSE POLICY

The parties agree that the District's current Drug and Alcohol Abuse Policy shall apply and will be moved to and thereafter set forth in the District's Personnel Policies.

ARTICLE 41 - INDUSTRIAL INJURY AUGMENTATION

Upon full return to duty, employees who have been on industrial leave and whose vacation and sick leave accruals have fallen below 40 hours each will be advanced sufficient hours to establish accruals of 40 hours' sick leave and 40 hours' vacation. Employees will receive

no additional accruals to these hours until their normal accruals have reached 40 hours' vacation and 40 hours' sick leave.

ARTICLE 42 - PAID TIME OFF DONATIONS POLICY

Employees who meet the established guidelines set forth below are only allowed to donate earned vacation, comp-time (for non-exempt employees only), floating holiday, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

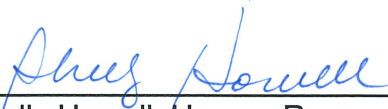
- A. The Division Head must approve, in advance, the donation.
 - 1. Any eligible employee wishing to receive such donations must complete the Request for Paid Time Off Donations Form. The form must be signed by the employee and approved by the requesting employee's Division Head.
 - 2. Upon approval of an employee's request for donated time, the Human Resources Office may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
 - 3. Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to the payroll clerk.
- B. Donations are entirely voluntary and time is to be donated in whole hour increments.
- C. The donated hours will be converted to a dollar equivalent and the donee will receive it at his/her rate of pay.
- D. To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness.
- E. Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be prorated back to the donors.
- F. To be eligible, the donating employee must have a minimum of 40 hours of paid leave remaining after the donation of hours.

*****END*****

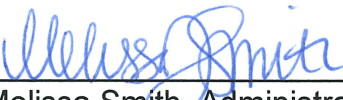
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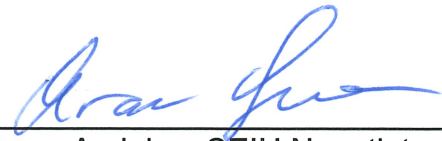
SEIU-CRPD EMPLOYEES ASSOCIATION



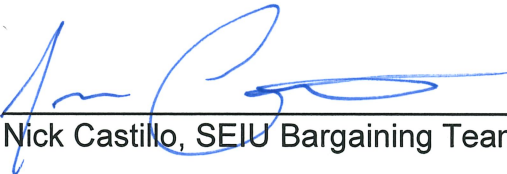
Shelly Howell, Human Resources
Supervisor



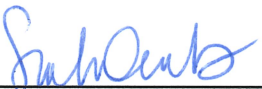
Melissa Smith, Administrator,
Management Services



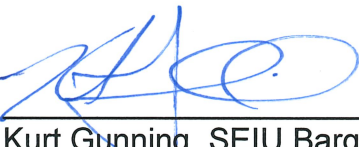
Aram Agdaian, SEIU Negotiator



Nick Castillo, SEIU Bargaining Team



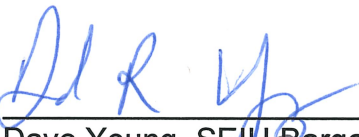
Sarah Daub SEIU Bargaining Team



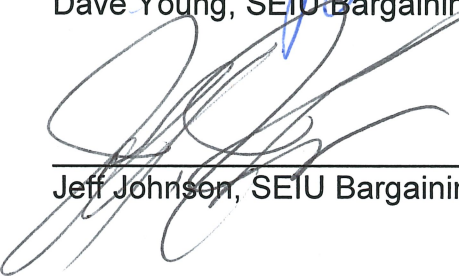
Kurt Gunning, SEIU Bargaining Team



Kari Stav, SEIU Bargaining Team



Dave Young, SEIU Bargaining Team



Jeff Johnson, SEIU Bargaining Team

Signed and dated this 6/30/21 _____

CRPD Board of Directors
Approved on June 17, 2021

SEIU-CRPD Employees Association
Ratified on June 9, 2021

APPENDIX A

Employees covered by the terms of this Memorandum include full-time employees occupying the following classifications:

- Accounting Assistant I
- Accounting Assistant II
- Accounting Assistant III
- Administrative Assistant
- Administrative Clerk
- CSVP Director
- Custodian
- Equipment Operator
- Fleet Technician Assistant
- Fleet Technician II
- Grounds Crew Leader
- Grounds Supervisor
- Grounds Worker I
- Grounds Worker II
- Grounds Worker III
- Human Resources Assistant
- Information Technology Technician
- Irrigation Technician
- Lead Fleet Technician Assistant
- Lead Ranger
- Maintenance Crew Leader
- Maintenance Supervisor
- Maintenance Worker II
- Marketing & Communications Supervisor
- Open Space Technician
- Outreach Worker
- Park Operations Analyst
- Park Planner
- Park Ranger I
- Park Ranger II
- Pest Control Operator
- Pool Operator/Manager
- Project/Contracts Supervisor
- Recreation Coordinator
- Recreation Coordinator Day Camps/Outdoor
- Recreation Supervisor
- Recreation Supervisor Aquatics
- Recreation Therapist
- Reservations Coordinator
- Teen Services Director