

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SOLANO COUNTY MOSQUITO ABATEMENT DISTRICT**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**

**EFFECTIVE DATE:**

**January 1, 2018 to December 31, 2020**

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**SOLANO COUNTY MOSQUITO ABATEMENT DISTRICT  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021**

**MEMORANDUM OF UNDERSTANDING**

**SECTION 1. RECOGNITION**

The Solano County Mosquito Abatement District recognizes Service Employees International Union Local 1021, hereinafter referred to as Union, as the exclusive bargaining representative for all full or part time permanent, probationary, temporary employees in the Technicians Unit which includes Mosquito Technicians, Utility Workers, and all employees who do similar work.

**SECTION 2. DEFINITIONS**

For the purposes of this policy the following words and phrases shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

- A. APPOINTING AUTHORITY - The Board having lawful authority to appoint or to remove persons from positions in District service or persons designated by such appointing authority to perform those duties which legally may be delegated.
- B. CONTINUOUS SERVICE - Shall mean employment in a regular position, which has not been interrupted by resignation discharge layoff or retirement.
- C. BOARD - The Board of Trustees of the Solano County Mosquito Abatement District.
- D. DISTRICT - Solano County Mosquito Abatement District. (SCMAD)
- E. TRUSTEES - The Board of Trustees of the Solano County Mosquito Abatement District.
- F. MANAGER - The Manager of the Solano County Mosquito Abatement District.
- G. EMPLOYEE - A person who works for the District for financial compensation and is covered under workers' compensation.
- H. EXTRA-HELP EMPLOYEE - An employee employed in an extra-help position.
- I. EXTRA-HELP POSITION - A position which is intended to be occupied on less than a year around basis including but not limited to the following: to cover seasonal peak workloads; emergency extra work loads of limited duration; necessary vacation relief; paid sick leave and other situations involving a fluctuating staff.
- J. MEMORANDUM OF UNDERSTANDING (MOU) - This agreement.

- K. POSITION - A group of current duties and responsibilities assigned by the Manager requiring the full-time or part-time employment of one person.
- L. PROBATIONARY EMPLOYEE - An employee who is serving a probation period and is employed in either a regular full-time or regular part-time position.
- M. PERMANENT EMPLOYEE - An employee who is not on probation and is employed in a regular full-time position.
- N. REGULAR FULL-TIME POSITION - A position established on a permanent year around basis requiring work on a regular schedule of at least forty (40) hours per week.
- O. RECRUITING STEP - The first step of the salary range allocated by the Board of Trustees.
- P. UNION - Local 1021 Service Employees International Union.

**SECTION 3. REGULATION OF EMPLOYEES**

- A. All employees shall hold their positions subject to the rules and regulations established by the Board of Trustees, and shall be subject to the Solano County Mosquito Abatement District Evaluation Procedure.
- B. District employees shall not engage in any activity which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. An employee wishing to engage in any occupation or outside activity for compensation shall inform the Manager, in advance, of the time required and the nature of such activity.
- C. There shall be no discrimination against employees because of Union activities or membership.
- D. Union fees, dues and contributions shall be deducted monthly from an employee's pay check and submitted to the Union upon submission to the Employer of a proper written authorization by the employee. The Union will hold harmless the Employer against any claim which may be made by any person by reason of said deduction, including the costs, attorney fees and other expenses of defending against such claim.

**SECTION 4. PROBATION PERIOD**

- A. All new or re-employed employees in full-time regular positions shall serve a probationary period of six (6) months.
- B. The District, at its sole discretion, shall have the ability to extend any new or re-employed employee's probationary period in three month increments. A new or re-employed employee's probationary period shall not exceed 12 months.

- C. Each employee must be certified in mosquito and vector control through the California Department of Health Services prior to end of-probationary period.
- D. There shall be an evaluation of each employee's job performance ninety (90) days from the date of appointment.
- E. Probationary employees serve at the pleasure of the Manager and are subject to termination at any time without any right to a hearing, appeal, or other procedure.
- F. Notwithstanding any other provision of this Section, an employee rejected during this probation period from a position to which he had been promoted or transferred may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the Manager, within the limits of available authorized positions.

Such restoration, includes restoration of the employee's former salary, and all benefits to which he/she would have been entitled if the promotion had not occurred.

#### **SECTION 5. WORK DAY**

Except as may be otherwise provided by order of the Board of Trustees, eight (8) hours of work shall constitute a day's work for all permanent and probationary employees. The lunch period shall not be considered part of eight (8) hours of work.

#### **SECTION 6. WORK WEEK**

Except as may be otherwise provided, the official workweek shall be forty (40) hours of work in any seven (7) consecutive calendar days. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours each. However, the Manager may establish workweek schedules which differ from the normal schedule above. It shall be the duty of the Manager to arrange the work so that each employee therein shall work not more than forty (40) hours in any work week; except, that the Manager may require any employee to temporarily perform service in excess of forty (40) hours when so required.

#### **SECTION 7. DUTIES IMPOSED ON EMPLOYEES TO BE PERFORMED: STAGGERING OF HOURS OF EMPLOYMENT: COMPENSATORY TIME OFF**

Nothing contained in this policy shall prevent, relieve or otherwise excuse any employee from the performance of any duty imposed upon him/her by law, the California Health and Safety Code or other requirements of the District, or from the rendering of service at such times and places as are necessary in order to properly perform the functions of his/her office or employment. The Manager is empowered to stagger, rearrange and adjust the hours of employment of employees in such a manner as to enable them to perform their duties at all times required.

#### **SECTION 8. REST PERIODS**

Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4)

hours of work performed by such employee in a work day. If not taken, such rest period is waived by such employee. Authorized rest period time taken shall be counted as time worked.

### **SECTION 9. OVERTIME**

- A. Overtime work shall be defined as all work specifically authorized by the Manager that is performed in excess of eight (8) hours per day and/or forty (40) hours per week.
- B. Time worked beyond the eight (8) hour day or forty (40) hour week shall not be considered overtime unless it has been specifically ordered or authorized by the Manager.
- C. If, in the judgment of the Manager, work beyond eight (8) hours in a day or forty (40) hours in a week is required, he/she may order such overtime work.
- D. Employees covered under the Fair Labor Standards Act (FLSA) shall be paid for all work in excess of eight (8) hours in a day or forty (40) hours in a week at one and one-half times (1-1/2) the regular rate of pay. However, employees will be granted compensatory time off (CTO), accumulated at the rate of one and one-half times (1-1/2) if they so request, in writing, at the beginning of each calendar year.
- E. Any employee separating from the District service shall be paid for any existing compensatory time off balance at the time of such separation at the hourly rate at which the employee is currently employed.
- F. Any compensatory time off accumulation shall be taken off within the calendar year in which it is earned.

### **SECTION 10. MILEAGE ALLOWANCE**

Any employee who is required to use a private automobile in the discharge of his/her duties for the District shall receive compensation for the use of such automobile at a rate established by the Board of Trustees.

### **SECTION 11. ON THE JOB INJURY**

Whenever any employee is compelled by direction of his/her physician to be absent from duty on account of injury arising out of, and in the course of, his/her employment he/she shall receive full pay for the first thirty (30) days of absence. Additional absences shall be deducted from the employee's leave balances and integrated with Workers' Compensation and/or State Disability Insurance.

### **SECTION 12. DISCIPLINE, SEPARATION AND APPEALS**

#### **12.1 Discipline Defined**

Discipline means dismissal, demotion, suspension, reduction of salary within range,

or a formal written reprimand which is filed in the employee's personal history file.

## 12.2 Grounds for Discipline

The tenure of each employee who has permanent status shall be to his/her good behavior and the rendering by him/her of efficient service. He/she may be disciplined for reasonable causes such as, but not limited to, the following:

- a. Fraud in securing appointment
- b. Incompetency
- c. Inefficiency
- d. Unauthorized absence
- e. Neglect of duty
- f. Insubordination
- g. Dishonesty
- h. Intoxication while on duty
- i. Consumption of alcoholic beverages during the official eight (8) hour workday
- j. Use of illegal drugs or narcotics
- k. Conviction (including conviction after a plea of nolo contendere) of a felony or of a misdemeanor involving moral turpitude
- l. Disorderly or immoral conduct
- m. Negligence or willful damage to public property or waste of public supplies or equipment
- n. Discourteous treatment of the public or of other employees.
- o. Willful violation of any of the provisions of the Personnel Policy

## 12.3 Disciplinary Action

Disciplinary action is taken by the Manager. Any disciplinary action taken shall be by written order specifying:

- a. A description of the action taken and its effective date or dates.
- b. A clear and concise statement of the reasons for such action including the acts or omissions on which the disciplinary action is based
- c. A statement that a copy of the materials upon which the action is based is attached or available for inspection by the employee or by the employee's representative;
- d. A statement advising the employee of the right to respond either verbally or in writing to the appointing authority proposing the action prior to its effective date, including the time within which such response must be made and;
- e. A statement advising the employee of the right to appeal to the Board of Trustees and the time within which the appeal must be made and;
- f. Consistent with the decision *Robinson v. the State Personnel Board*, supervisors shall advise employees of their right to Union representation at



any meeting with their superiors if a significant purpose thereof is to investigate facts to support disciplinary action.

#### 12.4 Appeals

a. Appeals Prior to the Effective Date of the Action

An employee is entitled to seven (7) calendar days within which to respond to the written disciplinary order. This seven (7) calendar day response period begins the day following the date of service of the written order. If the notice is personally served on the employee, the effective date of service is the day that it is given to the employee. If service on the employee is made through the mail, service is effective on the date of mailing as determined by the postmark. The employee may respond orally or in writing to the Manager. The employee is entitled to a reasonable amount of District time to prepare a response to the charges. The employee is not entitled to a formal hearing with examination of witnesses at this stage of the proceedings. However, the employee may be represented by another in presenting a response. The Manager may amend, modify or revoke any or all of the charges contained in the written order.

After hearing and considering the response of the employee, the Manager shall issue a brief statement indicating:

- 1) The original action is affirmed: or
- 2) The original action is affirmed as modified by the Manager; or
- 3) The original action is revoked and the charges against the employee are dismissed.

b. Appeals from Decisions of the Manager

The employee may appeal the decision of the Manager to the Board of Trustees through the Manager. Such appeal shall be made within seven (7) calendar days of the decision of the Manager, and shall be in writing. Upon receipt of the appeal, the Manager shall notify the Board of Trustees to set a hearing date. The appeal procedures herein set forth in 12.4 (a) and 13.4 (b) shall be applicable to all those forms of discipline as defined in Section 12.1, except for a formal written reprimand.

#### 12.5 Immediate Suspension of an Employee

In the event that an employee's behavior while on duty threatens the health and safety of any person, causes serious damage to public property or is in violation of Section 12.2 (f) (h) (i) (j) (l) of these rules, the Manager may immediately suspend the employee from his/her duties and give notice to him/her of his/her suspension. The notice of suspension shall be in writing and delivered to the employee at the earliest possible time considering circumstances.

Upon such suspension, the suspended employee may, within seven (7) days of the suspension, request the Manager schedule a hearing before the Board of Trustees. The employee shall be given at least seven (7) days advance notice of the hearing which shall be conducted in accordance with Section 13 of these rules.

The suspended employee shall not receive his/her regular salary during the period of his/her suspension. The Board of Trustees, in affirming, modifying or revoking the order in accordance with Section 13, shall make specific disposition of salary.

### **SECTION 13. SOLANO COUNTY MOSQUITO ABATEMENT DISTRICT HEARINGS**

#### **13.1 Right to a Hearing**

- a. Any person who is entitled to a hearing before the Board may, through the Manager, request a hearing.
- b. When mutually agreeable by both parties, in lieu of a hearing, the matter may be submitted to the Trustees for decision upon the written materials submitted by the parties.

#### **13.2 Request for Hearing**

- a. A request for hearing shall be in writing, signed by the employee, stating employee's mailing address, the ruling or action being appealed and relief sought, and shall state in detail the facts and the reasons upon which the employee is basing his/her case.
- b. A hearing on the merits of the appeal may be denied if the employee fails to state specific facts or reasons, which, if true, would entitle the employee to relief. A general denial by the employee of the allegations of the Manager shall constitute the statement of reasons for Section (a) above.

#### **13.3 Time Within Which Hearing Must Be Commenced**

Within thirty (30) days of the receipt of the employee's request, the Board shall commence a hearing.

#### **13.4 Continuance Pending Termination of Criminal Proceedings**

Where the employee is appealing from a ruling or order which resulted from alleged criminal activities of the employee, and criminal charges are pending against the employee in a court of competent jurisdiction because of such activities, the Board may suspend all proceeding on appeal until the termination of such criminal proceedings in trial court. In the event of such suspension of proceedings, the Board, at its first regular meeting after the termination of such criminal proceedings in the trial court, shall set the matter for hearing.

#### **13.5 Notice of Hearing**

The employee shall be given not less than ten (10) days notice in writing of the date

and place of such hearing. In hearings in which the action of the Manager is at issue, the Manager shall be given not less than ten (10) days notice, in writing, of the date and place of such hearing.

13.6 Parties to be Ready

On the date set for the hearing, the parties involved will be expected to be ready to proceed at the hour set and any failure to be prepared to proceed at that time may be deemed by the Board to be an admission by the unprepared party that the party's case is not meritorious, and that a decision should be rendered against that party. If the party against whom the decision was rendered offers, within thirty (30) days of the decision, an explanation satisfactory to the Board, the Board may set aside its decision and reschedule the hearing.

13.7 Rights of Employee

When a hearing is granted, the employee shall be entitled to:

- a. Be represented by an attorney or by a representative of the employee's choice.
- b. Testify under oath or affirmation.
- c. Subpoena witnesses on the employee's behalf.
- d. Cross-examine all witnesses.
- e. Present such affidavits, exhibits and other evidence, as the Board deems pertinent to the matter then before it, subject to the authority of the Board to exclude irrelevant evidence.
- f. Have a public hearing. The employee, employee's attorney or representative, may, in writing at least five (5) days prior to the date of hearing, request that the hearing be a public meeting. If such request is served on the Manager, the hearing shall be open to the public. In all other cases, the hearing shall be closed to the public.

13.8 Rights of the Manager and Board

The Manager, or members of the Board of Trustees, and any other person whom the Board finds to be interested in the matter, shall be entitled to the same rights and be subject to the same limitations applicable to the employee.

13.9 Appearance of Employee

The appearance of the employee shall be required at all hearings, except as provided herein.

- a. The appearance of the employee shall not be required where the Board has determined that a decision will be made on the basis of written material submitted pursuant to Section 13.7 (e) above.

- b. The Board shall have discretion to consent to the absence of the employee upon a showing of good cause.

13.10 Unexcused Absence of Employee

Unexcused absence of the employee at a hearing where his/her presence is required may be deemed by the Board to be a withdrawal of the request and consent to the action or ruling from which the appeal was taken.

13.11 Assistance of Counsel

The Board shall be entitled to have the legal advice and assistance of legal counsel.

13.12 Evidence and Witnesses

Hearings shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant or repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

13.13 Subpoenas

The Manager shall sign subpoenas and subpoenas duces tecum for the Board. The Manager shall also sign such subpoenas for the employee, upon written request of the employee or his attorney.

13.14 Exclusion of Witnesses

The Board may exclude witnesses not under examination, except the Manager, the legal adviser to the Board, the employee, the employee's attorney or representative.

13.15 Testimony of Employee

The employee shall not be required to testify, but may be cross-examined as to any matter relevant to the hearing if he/she takes the stand voluntarily. If the employee does not testify in his/her own behalf, the employee may be called by the Board and examined as if under cross-examination.

13.16 Order of Presentation

- a. President calls the hearing to order. President states the time and place scheduled, pursuant to the Solano County Mosquito Abatement District Rules, for the hearing of the appeal by the employee from the action taken by the Manager.
- b. President determines whether employee is present, and if represented, by whom.
- c. President determines whether Manager or representative is present.

- d. President determines if all parties are prepared to proceed with the hearing.
  - 1) President explains to parties the order of presentation of evidence and arguments as follows:
  - 2) President has the charges read which are contained in the written order.
  - 3) President has the appeal read.
  - 4) The employee or applicant may make an opening statement.
  - 5) The Manager may make an opening statement.
  - 6) Both sides will present their case through witnesses and any other evidence tending to prove or disprove any of the grounds alleged. Every witness called should be sworn in or affirmed prior to his/her testimony, as follows:
    - 7) Please raise your right hand. Do you swear (or affirm) that the statements you are about to make to this Board are the whole truth and nothing but the truth, so help you God?" (Omit "So help you God" if witness affirms.) Each witness may be cross-examined immediately after his/her direct testimony. After completion of direct and cross-examination of a witness any Trustee may question the witness. Thereafter, each party may further examine the witnesses until there are no further questions.
  - 8) The employee and the Manager may be allowed to offer any evidence in rebuttal.
  - 9) The Board may call witnesses who will submit to questioning by the Board and cross-examination by other parties.
  - 10) Appellant may make closing argument; the respondent may make a closing argument. In the event of multiple appellants and/or legal representatives, the Board shall determine the order of argument. The time allotted for arguments is within the discretion of the Board.

#### 13.17 Decision

- a. When submitted, the Board should retire privately weigh the evidence and discuss the merits, and make its decision. After making its decision, the President should reconvene the Board and announce its decision. This decision shall either uphold, modify, or set aside the action taken and appealed from. If the action taken is upheld, it shall be final as to the date it

was taken. If the action is set aside, the employee will be entitled to have restored any rights or benefits or salary which have been denied as a result of the action appealed from. If the action taken is modified, the Board shall issue such orders as are necessary to carry out the decision of the Board.

- b. The prevailing party will prepare a proposed written decision for adoption by the Board. The opposing party will be provided with a copy of said proposed decision. Prior to the adoption of decision, the opposing party, in writing, may oppose the proposed decision and/or submit its own proposed decision. The Board may adopt all or part of the proposed decision of either or both parties, or it may prepare its own decision.
- c. Within ten (10) days after the Board has adopted the decision, the Manager shall mail a copy of the decision to the employee. If either the employee or the Manager was represented by counsel, a copy of the decision shall be mailed to the counsel, which will constitute compliance with this provision.

#### 13.18 Report of Hearings

Hearings on charges of discrimination, dismissals, demotions, or suspensions in excess of ten (10) days shall be conducted with a stenographic reporter, or recorded by electronic means, if the Board deems such reporting or recording advisable or necessary. In any hearing where a stenographic reporter is not required, either party may arrange for a stenographic reporter to be present at his own cost.

#### 13.19 Transcripts of Hearings

Any party may obtain a transcript or a copy of the recording of any hearing which has been reported or recorded by making independent arrangements with the reporter or recorder for the preparation thereof and assuming the cost of such preparation.

#### 13.20 Continuances

The Board may grant a continuance of any hearing upon such terms and conditions as it may deem proper. Any request for a continuance made less than forty-eight (48) hours prior to the time set for the hearing shall be denied unless good cause is shown for the continuance.

#### 13.21 Amendment of Charges

At any time, but not less than ten (10) days before the hearing, the appointing authority may serve on the employee and file with the District an amended or supplemental statement of charges. If the amended or supplemental charges present new causes for disciplinary action, the employee shall be afforded a reasonable time in which to prepare his/her defense thereto and to file a further answer.

## **SECTION 14. SENIORITY**

Seniority is defined as length of service. It shall commence to run from the employee's most recent date and time of hiring by the District.

## **SECTION 15. SHOP STEWARD**

An employee, designated by the Union, shall assist employees in resolving employment matters at the lowest possible administrative level and shall be known as the Shop Steward. Upon approval by the District Manager the employee shall be afforded a reasonable time away from his/her normal job duties in order to process these matters.

## **SECTION 16. PERSONNEL FILES**

Each employee shall be provided with a copy of all matters placed in his/her official personnel file.

Each employee shall be permitted to inspect or to authorize in writing a representative of the Union to inspect his/her personnel file. This applies to employees subjected to discipline pending final disposition of their cases. Otherwise the District shall regard personnel files as confidential to be disclosed only in accordance with provisions of law.

## **SECTION 17. HOLIDAYS**

- A. Only permanent and probationary employees shall be eligible for paid holidays.
  - B. An employee, who is on leave of absence without pay in such a way that he/she is not authorized any pay for both the regularly scheduled working day before the holiday and the regularly scheduled working day after the holiday shall not be paid for that holiday.
  - C. Holidays Worked  
Any employee who is required to work on a fixed paid holiday, which is part of his/her regular workweek, shall be entitled to compensatory time off for the time actually worked. Such compensatory time off shall be scheduled at the discretion of the Manager during the calendar year of the holiday.
  - D. When a holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.
- 17.1 Fixed Paid Holidays Include:
- a. New Year's Day
  - b. Martin Luther King's Birthday
  - c. Friday proceeding the third Monday in February - Lincoln's Birthday
  - d. Third Monday in February - Washington's Birthday
  - e. Memorial Day
  - f. Independence Day
  - g. Labor Day

- h. Veterans' Day
- i. Thanksgiving Day - as designated by the President or Governor
- j. Friday after Thanksgiving Day (in lieu of Admission Day)
- k. Christmas Eve
- l. Christmas Day

17.2 Other Paid Holidays Include:

- a. Special or limited holidays appointed by the President or Governor.
- b. Such other days in lieu of holidays as the Board of Trustees may determine.
- c. Other days as the Board of Trustees may determine.

**SECTION 18. VACATION**

After one (1) year of employment, eighty (80) hours (10 days) vacation per year during first three (3) years of employment.

After three (3) years of employment, one hundred twenty (120) hours (15 days) vacation per year through the 10th year of employment,

After ten (10) years of employment, one hundred sixty (160) hours (20 days) vacation per year through the 20th year of employment.

After twenty (20) years of employment, two hundred (200) hours (25 days) vacation per year. Carry over of vacation time not to exceed two hundred forty (240) hours per year.

- A. Vacation time taken shall not be counted as time worked for purposes of overtime computation.
- B. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- C. Employees who are terminating their employment for reasons other than paid District retirement shall not use annual leave or compensation time as their termination date (e.g., requesting annual leave or compensation time to begin 3-7 and the actual termination date to be 3-13. etc.).
- D. Employees do not become eligible to take their earned vacation until they have completed twelve (12) months of continuous service, which service includes successful completion of the probation period and the acquisition of status of a permanent employee. After completion of twelve (12) months of continuous service, employees then become eligible to take vacation as an extension of sick leave.
- E. The Manager shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the District. No



person shall be permitted to work for compensation for the District in any capacity during the time of his/her paid vacation from District service.

- F. Any person separating from District service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest hour.
- G. Employees may request vacation in writing, not less than five (5) nor more than sixty (60) working days, prior to the time off requested. The request will be honored provided that it will not cause undo hardship to the district as determined by the Manager.

Further, said permission may be withdrawn at anytime at the discretion of the district Manager if he/she determines that such action would be in the best interest of the District.

### **SECTION 19. SICK LEAVE**

Sick leave is a privilege granted to the employees of the District from the Board of Trustees. The Manager may request a certificate from a licensed Medical practitioner to confirm sick leave. Sick leave accrual commences after six (6) months of employment at the rate of eight (8) hours (1 day) per month. The District shall not pay any compensation for unused sick leave. Employees with less than six (6) months of employment (Probationary employees), shall accrue sick leave at the rate of one hour of paid sick leave for every 30 hours of actual time worked up to a maximum of 24 hours.

- A. Sick leave may be applied to absence caused by illness, injury or medical appointment for the employee or employee's immediate family. Immediate family is defined as spouse, domestic partner, child, child of domestic partner and parent of employee.
- B. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used with prior approval, in lieu of sick leave, after accrued sick leave has been exhausted.

Sick leave taken shall not be counted as time worked for purposes of overtime computation.

- C. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than the District or where the injury or illness is caused by the employee's serious and willful misconduct, as such terms are defined and interpreted under the Workers' Compensation and Safety Act.
- D. The District shall maintain sick leave records of all personnel.

## **SECTION 20. PERSONAL NECESSITY LEAVE AND BEREAVEMENT LEAVE**

### **A. PERSONAL NECESSITY LEAVE**

The Board of Trustees will provide for an employee's absence for personal necessity while charging such absence to sick leave. The Board of Trustees through the Manager will determine proof of personal necessity, the type of situations in which such leave will be permitted and the total number of sick leave days which may be used in any calendar year for personal necessity leave. The total number of days used for personal necessity leave in any calendar year may not exceed five (5) days. Request for personal necessity leave shall be made at least three (3) days in advance, to the immediate supervisor.

Personal necessity leave shall not be used for:

1. Extension of a holiday or vacation.
2. Social event (wedding of self or family member, reunion, etc.).
3. Convention related to employee's avocation.

### **B. BEREAVEMENT LEAVE**

Bereavement leave for death in the immediate family shall be granted for up to three (3) days within the state or five (5) days if travel is required beyond 300 miles. For purposes of this policy "immediate family" means: mother, father, domestic partner, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, child or grandchild of domestic partner or any relative living in the immediate household of the employee.

## **SECTION 21. LEAVE OF ABSENCE WITHOUT PAY**

- A. The Manager may authorize a leave of absence without pay for a permanent or probationary employee for a period of time not to exceed thirty (30) calendar days, except as provided under the CFRA and FMLA. Successive leaves may not be granted by the Manager.
- B. Any permanent or probationary employee may be granted a leave of absence without pay in excess of thirty (30) calendar days upon his written request and the recommendation of the Manager to the Board of Trustees.
- C. A leave of absence without pay may be for a period not to exceed one (1) year.
- D. Benefits shall not accrue while an employee is on leave of absence without pay.
- E. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Manager to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties

of his/her position.

- F. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the Manager may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- G. A leave of absence may be revoked by the Manager upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
- H. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such resignation may be rescinded by the Manager if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.
- I. A leave of absence without pay may be granted for any of the following reasons:
  - 1. Illness or disability
  - 2. Pregnancy
  - 3. To take a course of study which will increase the employee's usefulness on return to his/her position.
  - 4. For other reasons acceptable to the Manager and/or the Board of Trustees.
- J. Pursuant to the CFRA and FMLA, after one thousand two hundred fifty (1250) hours of employment, an employee is entitled to a leave of absence and paid benefits. Leave under the acts run concurrent to leaves provided through this Section as well as Section 11. On the Job Injury. The Employer will comply with all provisions of the FMLA/CFRA.

## **SECTION 22. MILITARY LEAVE OF ABSENCE**

Military Leave of Absence shall be granted in accordance with all applicable law.

## **SECTION 23. JURY DUTY**

Any permanent or probationary employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee shall be entitled to his/her regular District pay provided he/she provides the District with a copy of the jury summonses or witness subpoena and deposits his/her fees for such services, including mileage, with the District within thirty (30) calendar days after his/her excused absence for such duty.

## **SECTION 24. LIMITED EXTRA-HELP BENEFITS**

Extra-help employees shall not receive employee benefits, except as specifically provided in the following sub-sections:

- A. Employees appointed to extra-help positions created with the intent that said positions will become full-time positions, may, upon approval by the Manager, receive up to a maximum of one year accrual, the following benefits granted full-time permanent and probationary employees:
  - 1. Vacation accrual
  - 2. Sick leave accrual
- B. Employees in extra-help positions which later become full-time regular positions, may, upon approval by the Manager, retroactively to a maximum of one year, receive the following benefits granted full-time permanent and probationary employees:
  - 1. Vacation accrual
  - 2. Sick leave accrual
- C. Provided that no extra help employee may work effective July 1, 1991 more than one hundred eighty (180) consecutive working days in a fiscal year without starting to accrue full benefits.

## **SECTION 25. INSURANCE AND SERVICE PLANS**

Upon successful completion of probationary period, medical, dental and vision insurance plans are available to all employees. Plans will be made available prior to the completion of probation when required by law.

## **SECTION 26. DEFERRED COMPENSATION PROGRAM**

A deferred compensation program as established by the Board of Trustees is available to all employees employed in full-time positions.

## **SECTION 27. UNEMPLOYMENT BENEFITS**

District employees are covered under the State of California Unemployment Compensation Benefits Program.

**SECTION 28. LONGEVITY**

Employees shall be eligible for a longevity pay in accordance with the table below:

Completed Continuous Full Years of Service	Additional Salary
10 years (beginning 11 <sup>th</sup> year)	2.0%
20 years (beginning of 21 <sup>st</sup> year)	1.5% for a total salary increase of 3.5%
30 years (beginning of 31 <sup>st</sup> year)	1.5% for a total salary increase of 5.0%

**SECTION 29. RETIREMENT**

29.1 PERS

All permanent employees of the Solano County Mosquito Abatement District are entitled to participate in the Public Employees Retirement System of the State of California. For employees hired prior to January 1, 2013 and PEPR legacy/classic employees, the District's contract with PERS provides for the 2% at 55 formula.

For employees hired on or after January 1, 2013, who will be new members of CalPERS, and who were not in a reciprocal system, will be required to be enrolled in the 2% @ 62 formula. The final compensation period shall be determined based on a three year average. In accordance with PEPR provisions, these employees contribution shall be 50% of the normal cost, as determined by CalPERS.

29.2 DISTRICT PAID EPMC

The District agrees to pay the seven percent (7%) of the classic employees' retirement contribution (following normal PERS accounting procedures) to Public Employee Retirement System (PERS).

29.3 SOCIAL SECURITY

All employees of the Solano County Mosquito Abatement District are covered under the Social Security Act.

29.4 MEDICAL BENEFITS UPON RETIREMENT

Employees who were hired prior to January 1, 2010 and who retire from District service and begin to draw PERS retirement benefits shall continue to receive the District contribution toward medical benefits for themselves and eligible family members in accordance with Board Resolution NO. 08-07 adopted December 8, 2008.

Employees hired on or after January 1, 2010 shall be covered by benefits provided through District Resolution 10 - 07 adopted December 13, 2010.

**SECTION 30. HEALTH AND WELFARE BENEFITS**

30.1 MEDICAL PLAN

The District agrees to continue to provide employees covered by this Agreement with a choice of health plans provided by the Public Employees Retirement System

(PERS) for themselves and their dependents.

30.2 DENTAL AND VISION PLANS

The District will provide dental and vision coverage as listed below:

- a. The Vision Services Plan C composite rate with \$25.00 employee co-payment;
- b. Dental will be provided through Health Care Trust Plan XVII. The Employer agrees to be bound by the provisions of the Trust Agreement.
- c. The District agrees to pay for any increases in the dental and vision plans during the term of this agreement.

30.3 FLEXIBLE BENEFITS PLAN and ALLOWANCE IRS Code Sections 125 and 129

- a. For the duration of the MOU, the District agrees to maintain a Flexible Benefits Plan and Allowance (FBA) Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.
- b. The District agrees to continue to maintain in effect the IRS Section 125 to redirect employee salary to pay employee insurance premium with "pre-tax" instead of "after tax" dollars.
- c. The District agrees to continue to maintain in effect the Internal Revenue Code Section 129 to allow employee dependent care expenses to be paid with pre-tax dollars. Additionally, the District agrees to maintain the existing Flexible Benefits plan to allow employees unreimbursed medical expenses to be paid with pre-tax dollars. The District will pay all administrative costs.
- d. Effective Plan Year 2018 and each year thereafter of the MOU, the District agrees to provide each employee with monthly contribution of up to Seventy-five percent (75%) of the CalPERS Bay Area Region Kaiser Family rate. Any additional costs of covering the monthly health premiums shall be borne by the employee. All contributions to the 125 Plan allowance are contingent upon compliance with state and federal rules and regulations.

**SECTION 31. MOSQUITO/VECTOR CONTROL CERTIFICATE FEE**

The District shall reimburse employees for the cost of obtaining the required State of California Mosquito/Vector Control Certificate

**SECTION 32. SALARY AND COMPENSATION**

**32.1 SALARY PLAN**

a. Employees hired before December 31, 2016 shall have a four step salary plan.

- 1) First salary step after twelve (12) months of employment.
- 2) Second salary step after twenty-four (24) months of employment.
- 3) Third salary step after thirty-six (36) months of employment.
- 4) Fourth and Final salary step after forty-eight (48) months of employment.

The Manager has the authority to start an employee above the first salary step.

b. Employees hired on or after January 1, 2017 shall have a six step salary plan.

- 1) First salary step after twelve (12) months of employment.
- 2) Second salary step after twenty-four (24) months of employment.
- 3) Third salary step after thirty-six (36) months of employment.
- 4) Fourth salary step after forty-eight (48) months of employment
- 5) Fifth salary step after sixty (60) months of employment
- 6) Sixth and Final salary step after seventy-two (72) months of employment.

The Manager has the authority to start an employee above the first salary step.

**32.2 PAY PERIODS**

Pay periods are semi-monthly the 15th and the last day of the month.

If a pay period falls on a non-working day it may be changed to the last working day prior to the pay period.

**32.3 WAGE RATES**

The monthly salary for the Mosquito Technician shall be:

<b><u>4 STEP SALARY PLAN</u></b>	
<b><u>EFFECTIVE JANUARY 2017</u></b>	
Starting Salary	\$5,238
Step 1 (12 months)	\$6,256
Step 2 (24 months)	\$6,499
Step 3 (36 months)	\$6,753
Step 4 and final (48 months)	\$7,019

**6 STEP SALARY PLAN**  
**EFFECTIVE JANUARY 2017**

Starting Salary	\$5,238
Step 1 (12 months)	\$5,500
Step 2 (24 months)	\$5,775
Step 3 (36 months)	\$6,063
Step 4 (48 months)	\$6,366
Step 5 (60 months)	\$6,685
Step 6 (72 months)	\$7,019

Wages for the Utility Worker shall be 74.21% of the Technician. All employees shall continue to work twelve (12) months a year.

**32.4 Lump Sum Payment**

Each non-probationary employee covered by this Agreement and who is employed (active paid status) on the date listed below shall receive the lump sum payment specified, less all applicable payroll taxes:

- a. Effective December 2017 the District will provide each non-probationary employee in the bargaining unit with a \$1000.00 lump sum payment.
- b. Effective January 2018 the District will provide each employee in the bargaining unit a lump sum payment of 1.0%, based on the employee's base salary and longevity pay (if eligible).
- c. Effective December 2018 the District will provide each non-probationary employee in the bargaining unit with a \$1,000.00 lump sum payment.
- d. Effective January 2019 the District will provide each employee in the bargaining unit a lump sum payment of 1.0%, based on the employee's base salary and longevity pay (if eligible).
- e. Effective December 2019 the District will provide each non-probationary employee in the bargaining unit with a \$1,000.00 lump sum payment.
- f. Effective January 2020 the District will provide each employee in the bargaining unit a lump sum payment of 1.0%, based on the employee's base salary and longevity pay (if eligible).

**SECTION 33. GRIEVANCE PROCEDURE**

**33.1 DEFINITIONS**

For the purposes of this Section, the following words and phrases shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

- a. CLASS GRIEVANCE - grievance filed by one employee but representing two or more employees having the same grievance.



- b. DAY - For purposes of this procedure, a day is defined as a calendar day.
- c. EMPLOYEE RELATIONS OFFICER - For purposes of this procedure, the Manager is designated as the Employee Relations Officer.
- d. GRIEVANCE - A grievance is an employee-initiated complaint regarding a matter for which there is no other established means of resolution or appeal and which is wholly or partly within the province of the Manager. With respect to those rights reserved to management by ordinance, rule or law, a grievance may be based only upon misinterpretation, noncompliance or violation of such ordinance, rule or law, which adversely affects the status or working conditions of a District employee or group of employees.

A grievance shall be expressed in writing, must furnish required information in sufficient detail to identify and clarify the matter at issue which forms the basis for the grievance, and must specify the relief or corrective action sought.

- a. GRIEVANT - A full-time, probationary or limited-term District employee who is adversely affected by the matter being grieved.

### 33.2 PROCEDURE

- a. Informal Discussion:  
An attempt shall be made to settle all grievances on an informal basis by discussion between the immediate supervisor and the employee before submitting it to the formal written grievance procedure.
- b. First Step:  
If the grievance is not settled on the informal discussion basis, the employee shall submit his/her grievance in writing to his/her immediate supervisor within thirty (30) days after the employee knew or should have known of the matter being grieved. The grievance shall be submitted in writing, to the immediate supervisor and a copy forwarded to the Manager. Upon receipt of the formal grievance, the immediate supervisor shall confer with the grievant and/or his/her representative and shall render a decision in writing to the employee and his/her representative within ten (10) days after receipt of the grievance.
- c. Second Step (optional):  
If the grievant is not satisfied with the decision rendered at the first step, he/she may appeal the decision to the Manager within ten (10) days of receiving the decision. The Manager shall confer with the grievant and/or his/her representative and attempt to settle the grievance. If the grievance is not settled within the (10) days, the Manager shall render a decision in writing to the employee and his/her representative.

- d. Third Step (final):  
If the grievant is not satisfied with the decision rendered at the second step, the employee may appeal the decision within fourteen (14) days after receipt of the decision of the Manager to the Board of Trustees. The Board of Trustees shall convene a Grievance Hearing within thirty (30) days after receipt of the grievance and shall render a decision in writing within ten (10) workdays after the Grievance Hearing.

### 33.3 CONDITIONS

- a. Failure to Act:  
If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance shall be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should management not respond within the prescribed time, the grievance shall proceed to the next step.
- b. Extension and Curtailment of Time Limits:  
The time limits provided may be extended or reduced by mutual written agreement of the grievant and an appropriate representative of the District when extenuating circumstances are found to exist.
- c. Written Records of Grievances:  
All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the Personnel File and shall not be kept in the personal history file of any of the participants
- d. Freedom from Reprisal:  
An employee filing a grievance in conformity with this policy shall have freedom from reprisal.
- e. Representation:  
An employee may have representation at all steps in the preparation and presentation of a grievance, except at the informal discussion stage of the procedure.
- f. District Time:  
Necessary and reasonable District time for the processing of a grievance shall be authorized for the employee who has filed the grievance.

### SECTION 34. UNIFORMS

The District agrees to provide and launder uniform shirts and purchase a jacket for all regular full-time employees covered by this Agreement. Employees will be required to wear said uniform shirt and jacket. The District shall provide for the cleaning of the jacket once a year, or as necessary. Coveralls will continue to be provided and laundered at the

District office by employees.

**SECTION 35. TERM**

The term of this Memorandum of Understanding shall be from January 1, 2018 to December 31, 2020.

**SECTION 36. SIDE LETTERS/AMENDMENTS**

Any side letters or amendments to this MOU agreed to between the District and the Union shall be numbered sequentially for easy reference.

**SECTION 37. MEETING AND CONFERRING**

The District recognizes its obligation under the Meyers-Milias Brown Act (California Government Code Secs. 3500-3510) to personally meet and confer upon request by the Union and to endeavor to reach agreement prior to the adoption of its budget for the ensuing year and to allow a reasonable number of employees time off without loss of compensation while meeting and conferring.

The Union and SCMAD shall present their initial proposals as soon as feasible after Labor Day in the last year of the contract after which the meet and confer process will commence.

**SECTION 38. OBJECTIVES**

The Union and the District agree that both have obligations and responsibilities to see that the objectives of the District are carried out and the public receives efficient services.

Management recognizes its responsibility to treat employees fairly and equitably.

**SECTION 39. DISTRIBUTION**

The District will prepare the Memorandum of Understanding for signature and the Union agrees to bear all responsibility for the distribution of this.

**SECTION 40. REOPENER**

The District may provide written notice to SEIU Local 1021, to reopen the MOU if the District's revenues fall below \$2.1 Million during the term of this MOU.

Agreed to this 1<sup>st</sup> day of November, 2017 at Fairfield, California.

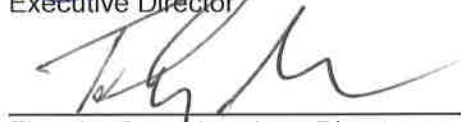
**FOR SEIU Local 1021**



Andrea Zanetti,  
Field Representative & Chief Negotiator




John Stead-Mendez,  
Executive Director



Timothy Gonzales, Area Director



Bargaining Team Member



Bargaining Team Member



Bargaining Team Member

**FOR THE DISTRICT**



Richard Snyder, District Manager



Joseph Anderson, Board Vice President