

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

July 1, 2017 – June 30, 2019


MEMORANDUM OF UNDERSTANDING

Pursuant to Section 16, Conejo Recreation and Park District Resolution Number 6172-A, this Memorandum of Understanding (- "Memorandum") is made and entered into June 15, 2017 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

TABLE OF CONTENTS

| <u>ARTICLE NUMBER AND TITLE</u> | <u>PAGE</u> |
|--|-------------|
| ARTICLE 1 - PURPOSE OF THE AGREEMENT | 1 |
| ARTICLE 2 - TERM OF THE AGREEMENT | 1 |
| ARTICLE 3 - RECOGNITION AND COVERAGE | 1 |
| ARTICLE 4 - MEET-AND-CONFER SESSIONS | 1 |
| ARTICLE 5 - GRIEVANCES AND REPRESENTATION | 2 |
| ARTICLE 6 - ACCESS TO WORK LOCATIONS..... | 2 |
| ARTICLE 7 - USE OF AGENCY FACILITIES..... | 3 |
| ARTICLE 8 - MODIFICATION AND WAIVER..... | 3 |
| ARTICLE 9 - AVAILABILITY OF PUBLISHED DATA..... | 3 |
| ARTICLE 10 - EMPLOYEE PERSONNEL ACTIONS..... | 4 |
| ARTICLE 11 - SEIU DUES, DEDUCTIONS AND AGENCY SHOP..... | 4 |
| ARTICLE 12- - DISCIPLINARY ACTION..... | 6 |
| ARTICLE 13 - TRANSFER OF FUNCTION..... | 6 |
| ARTICLE 14 - POLICIES REGARDING EMPLOYMENT | 6 |
| ARTICLE 15 - SALARY PLAN..... | 7 |
| ARTICLE 16 - WORKING HOURS..... | 7 |
| ARTICLE 17 - PERFORMANCE EVALUATIONS | 8 |
| ARTICLE 18 - OVERTIME AND COMPENSATORY TIME | 8 |
| ARTICLE 19 – SAFETY | 10 |
| ARTICLE 20 - WORK CLOTHING..... | 10 |
| ARTICLE 21 - BULLETIN BOARDS..... | 10 |
| ARTICLE 22 - SENIORITY..... | 11 |
| ARTICLE 23 - SICK LEAVE | 11 |
| ARTICLE 24 - MEDICAL | 12 |
| ARTICLE 25 - CAFETERIA PLAN AND BASIC NEEDS ALLOWANCE..... | 12 |
| ARTICLE 26 - BEREAVEMENT LEAVE..... | 13 |
| ARTICLE 27 – NON-INDUSTRIAL LEAVE | 13 |
| ARTICLE 28 - HOLIDAYS..... | 14 |
| ARTICLE 29 - EXEMPT POSITIONS | 14 |

| | |
|--|----|
| ARTICLE 30 - EDUCATION AND TRAINING..... | 14 |
| ARTICLE 31 – RETIREMENT | 15 |
| ARTICLE 32 - MANAGEMENT/EMPLOYEE MEETING..... | 17 |
| ARTICLE 33 - PRIVATE VEHICLE MILEAGE ALLOWANCE | 17 |
| ARTICLE 34 - EMPLOYEE ASSISTANCE PLAN..... | 17 |
| ARTICLE 35 - LIGHT DUTY POLICY..... | 17 |
| ARTICLE 36 - CONTRACTING OUT DISTRICT SERVICES | 17 |
| ARTICLE 37 - LAYOFF POLICY AND PROCEDURE..... | 18 |
| ARTICLE 38 - PAYMENT FOR VACATION | 18 |
| ARTICLE 39 - VACATION..... | 19 |
| ARTICLE 40 - DRUG AND ALCOHOL ABUSE POLICY | 19 |
| ARTICLE 41 - INDUSTRIAL INJURY AUGMENTATION | 19 |
| ARTICLE 42 - PAID TIME OFF DONATIONS POLICY | 20 |
| SIGNATURE PAGE..... | 21 |
| APPENDIX A..... | 22 |

ARTICLE 1 - PURPOSE OF THE AGREEMENT

It is the purpose of this Memorandum to promote and provide for harmonious 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 Memorandum; 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, terms and conditions of employment of the SEIU-represented employees. The parties jointly agree to submit this Memorandum to the Union for ratification and to the District Board of Directors for adoption.

ARTICLE 2 - TERM OF THE AGREEMENT

- A. The Memorandum commences at 12:01 am on July 1, 2017, and is effective to and including 12 midnight, June 30, 2019.
- B. In the event either the District or SEIU desires to meet and confer in good faith on amendments to wages, hours, terms and conditions of employment, either party may serve upon the other during the period from March 1 to March 31 of 2019 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, terms and/or conditions of employment, it is agreed that the terms and provisions of this Memorandum 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 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 operational requirements of the District, and (2) the requirements that the Union member who wishes to be excused from his/her official duties hereunder requests such from his/her immediate supervisor no less than 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. It is understood by the District and SEIU that amendments to the existing Memorandum 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.

ARTICLE 5 - GRIEVANCES AND REPRESENTATION

- A. The District agrees that, during the term of this Memorandum, 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 notify the District of the name of the SEIU staff member to represent the employee prior to any hearing on the grievance; such written notification shall cite the applicable personnel policy(ies) 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 three 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. The District shall be reimbursed for any direct costs incurred as a result thereof.

ARTICLE 8 - MODIFICATION AND WAIVER

- A. The waiver of any breach, term or condition of this Memorandum 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 Memorandum, 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 Memorandum shall be binding when agreed to in writing by both parties and approved and implemented by the Conejo Recreation and Park District Board of Directors and SEIU.
- D. Changes to items affecting wages, hours, or terms and condition of employment shall be provided to SEIU in advance 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 the personnel file of an employee 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 affixing a signature on 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 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 AGENCY SHOP

- A. Employees covered by this MOU shall, as a condition of employment, become or remain members of SEIU or shall pay to the union a service fee in lieu of membership dues. Such dues or service fees are set in accordance with the by-laws for the Union.
- B. SEIU membership dues shall be deducted each pay period in accordance with the District procedures and provisions of applicable law from the salary of each employee who files with the District a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted.
- C. Any employee in this unit who has authorized Union dues deductions on the effective date of this Memorandum, or at any time subsequent to the effective date of this Memorandum, shall continue to have such dues deductions made by the District during the term of this Memorandum; provided, however, that any employee in the unit may terminate such Union dues during the period not less than 30 days and not more than 45 days before the expiration of this Memorandum by notifying the Union of their termination of dues in writing.

Such notification shall be delivered in person or by U.S. mail to:

SEIU Local 721
ATTN: Membership Department
1545 Wilshire Boulevard
Los Angeles, CA 90017

Notification should be in the form of a letter containing the following information: employee name, employee number, job classification, department name, and name of Union from which dues deductions are to be canceled. The Union will provide the District's Human Resources office with the appropriate documentation to process the dues cancellations within 10 business days after the close of the withdrawal period.

This limitation on canceling membership shall not apply where the employee terminates membership due to a religious objection as set forth in subsection D below.

- D. An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall be required to financially support SEIU as a condition of employment. The employee, however, shall be required, in lieu of a service fee, to have payroll deductions made equal to the service fee and paid, by SEIU, to a non-religious, non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee. Written requests for religious exemption, and any required supporting documentation, shall be submitted to SEIU for consideration. Upon approval of the religious exemption by SEIU, and upon identification of an appropriate charity by the employee, SEIU shall remit the charitable deduction to the designated charity. Such charitable contributions shall be made by regular payroll deductions only.
- E. 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 notifying the Human Resources Supervisor in writing during the first ten working days of December. The District shall deliver to opted-out bargaining unit members Hudson notices and 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.
- F. Voluntary deductions for C.O.P.E. (Committee on Political Education) shall be withheld from the employee's pay only if the employee authorizes the deduction

in writing on a form provided by the Union and approved by the District.

- G. Changes to the payroll deduction shall commence on the pay period after the authorization or written notification is received by the District.
- H. 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 natures 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, upon request of the employee, will furnish the employee and SEIU 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 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.
- 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 2.5%, effective the later of the pay period which includes July 1, 2017, or the first pay period following ratification/approval of this Memorandum.
- E. Employee salaries shall be increased by 2.5%, effective the pay period which includes July 1, 2018.

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, with an hour or half-hour unpaid lunch period.
 6. A schedule may be established that contains nine-hour work days with 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 option of the employee, 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 option of the employee, 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. 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 to District supervisory personnel conditions deemed to be hazardous. Safety training as necessary shall be scheduled and conducted by qualified personnel.
- 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 Memorandum 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, 2017, the District's contribution to the Cafeteria Plan is as follows:

| | |
|-----------------------------|---------|
| Employee only | \$514 |
| Employee plus one dependent | \$919 |
| Employee plus family | \$1,207 |

C. Effective with the first pay date on or after January 1, 2018 and January 1, 2019, 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 time off to fully cover the absence or to fully supplement the workers' compensation benefit. However, Section 3 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 verified death in an employee's family, upon request, the District may 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

- D. 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

- E. In addition to the nine District-paid holidays, three 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's birthday.
2. Floating holidays will be accrued at the beginning of each fiscal year. Each employee shall accrue the lesser of either: 24 hours of floating holiday time, or the number of hours needed in the employee's floating holiday bank to reach a balance of 24 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 shall contract with PERS for the purpose of providing eligible employees with retirement benefits.
 - 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 under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, 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 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.

| Retirement Date | Initial | | | Each full year in retired status |
|------------------|-----------------|---|--|-----------------------------------|
| | Monthly benefit | + | Monthly Amount per year of completed svc | Annual Increase in monthly amount |
| 7/1/91 – 6/30/98 | \$34 | + | \$5 | \$2 |
| 7/1/98 – 6/30/05 | \$50 | + | \$5 | \$10 |
| 7/1/05 – 6/30/06 | \$60 | + | \$10 | \$10 |
| 7/1/06 – | \$75 | + | \$15 | \$15 |

2. Employees with a 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 5, 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 Internal Revenue Service.

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, upon request, 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. A request for payment under this provision may not be made more than once in any 12-month period.

- 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. A request for payment under this provision may not be made more than once in any 12-month period.

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*****

SIGNATURE PAGE

CONEJO RECREATION AND PARK DISTRICT

SEIU-CRPD EMPLOYEES ASSOCIATION



Jim Friedl, General Manager



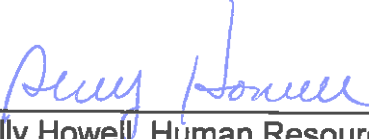
Aram Agdaian, SEIU Negotiator



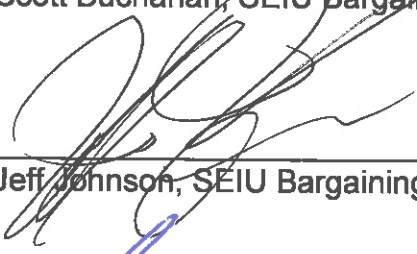
Sheryl Lewanda, Administrator



Scott Buchanan, SEIU Bargaining Team



Shelly Howell, Human Resources Supervisor




Jeff Johnson, SEIU Bargaining Team



Christopher Saffire, SEIU Bargaining Team



Kari Stav, SEIU Bargaining Team



Tamara Tornero, SEIU Bargaining Team



Kurt Gunning, SEIU Bargaining Team

Signed and dated this June 19, 2017

CRPD Board of Directors
Approved on June 15, 2017

SEIU-CRPD Employees Association
Ratified on June 14, 2017

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
- Irrigation Technician
- Lead Fleet Technician Assistant
- Lead Ranger
- Maintenance Crew Leader
- Maintenance Supervisor
- Maintenance Worker II
- 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
- Registration/Publicity Supervisor
- Reservations Coordinator
- Teen Services Director