

COPY

COMPREHENSIVE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN JOAQUIN COUNTY  
MOSQUITO & VECTOR CONTROL  
DISTRICT  
AND  
SUPERVISORS UNIT  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 790

JULY 1, 1999 – JUNE 30, 2002

SAN JOAQUIN MOSQUITO & VECTOR CONTROL DISTRICT  
 SUPERVISOR UNIT  
 COMPREHENSIVE MEMORANDUM OF UNDERSTANDING

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**COMPREHENSIVE MEMORANDUM OF UNDERSTANDING**

**Between**

**SAN JOAQUIN COUNTY  
MOSQUITO & VECTOR CONTROL  
DISTRICT**

**And**

**Service Employees International Union Local 790**

**SUPERVISORS UNIT**

This agreement, hereinafter referred to as the Agreement, entered into by the San Joaquin County Mosquito & Vector Control District (hereinafter referred to as "DISTRICT"), and SEIU Local 790, Service Employees International Union, AFL-CIO (hereinafter referred to as "Union"), has as its purpose the promotion of harmonious labor relations between District and Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and the conditions of employment. (12/99)

## **SECTION ONE - RECOGNITION**

### **1.1 RECOGNITION**

**1.1.1** District recognizes Union as the designated exclusive employee organization covering current classifications in the bargaining unit. Any new or amended classification or reclassification shall be considered for assignment in the Union bargaining unit. District shall notify Union within 30 calendar days of any such assignment. (12/99)

**1.1.2** The classifications represented by the Supervisors Unit are:

Mosquito Control Technician II (MCT II)

Mosquito Control Technician III (MCT III)

Mosquito Control Technician IV (MCT IV)

Entomologist (ENTO)

### **1.2 MAINTENANCE OF MEMBERSHIP**

**1.2.1** Effective the date of this agreement, for purposes of Union's certification as the recognized employee organization for this unit, employees in this unit who are now, or hereafter become members of Union shall maintain membership with Union for the life of this Memorandum of Understanding, except that any such employee may withdraw from such membership not earlier than 30 days prior to the expiration of this Memorandum of Understanding. (12/93)

## SECTION TWO - COMPENSATION

### 2.1 SALARIES

2.1.1 All negotiated salaries shall remain as adopted for the life of this agreement unless mutually agreed otherwise in writing. District and Union agree that the parties will negotiate the salaries of new classes established as a result of a reclassification of represented positions. District and Union agree that all employees covered by this agreement shall receive base salary adjustments as follows:

2.1.1.1 Effective July 1, 1999, employees of this bargaining unit shall receive a base salary adjustment of 3%. (12/99)

2.1.1.2 District to provide a one-time payment of \$200.00 for the period 7/1/99 – 6/30/00. (12/99)

2.1.1.3 District and Union agree to create new Section 2.1 with a salary schedule for all represented units in the course of economic negotiations. (12/99)

2.1.2 District and Union will meet to agree on a base salary schedule; future longevity increases for current employees (as of December 31, 1995) to be added to base salary schedule, any other form of compensation will be compensated as a differential only and not added to the base salary schedule. (9/95)

2.1.3 District and Union agree to a joint labor/management committee comprised of Trustees, employees, and consultant(s) to be formed for the purpose of devising a long-term strategy to provide a competitive and equitable salary "system" from 1999 on. (11/98)

### 2.2 OVERTIME

2.2.1 Overtime premium shall be at the rate of one and one-half times the employee's hourly salary, or by compensatory time off at the rate of one and one-half times the overtime hours worked in excess of eight hours per day or forty hours per week. For the purposes of

computing overtime all paid leave and holidays is considered time worked. It shall be management prerogative to pay in cash or compensatory time off. (4/86)

2.2.2 District has an interest in working out a method for calculating overtime in the course of economic negotiations. (12/99)

### 2.3 CALL-BACK OVERTIME

2.3.1 Call-back overtime shall mean overtime required of an employee who, following completion of the employee's assigned work day, is notified to report back to duty. An employee who performs call-back overtime shall receive credit for actual time worked, but not less than two hours credit each time the employee is called back; and the employee shall be compensated for such services as provided in Section 2.2. Contiguous overtime or overtime assigned to be worked within one hour after conclusion of the regular work shift, or overtime assigned by management which is performed at a time convenient to the employee, shall be excluded from the two-hour minimum provision unless such overtime is performed on a regular day off. (2/83)

### 2.4 JURY AND WITNESS DUTY

2.4.1 Any employee who shall be summoned for attendance to any court or jury duty shall be deemed to be on duty and there shall be no loss of salary, but any fees received by the employee shall be paid to District. Jury duty shall be calculated in four-hour increments. Each employee summoned for jury shall, at the completion of each day of such duty, obtain a written attendance form from the Clerk or Commissioner's office. Attendance in court arising out of and in the course of the employee's District employment shall be deemed to be on duty and there shall be no loss of salary. (2/83)

## **2.5 UNIFORMS**

2.5.1 District shall provide one clean uniform per working day for each employee.

(NSJCMAD 12/76)

## **2.6 LONGEVITY PAY**

2.6.1 For employees hired, as of 12/31/95; after 10 years of service with District, an employee shall receive an additional 5% of salary adjustment. For each 5-year period thereafter, an employee shall receive an additional 5% of salary adjustment. (9/95)

2.6.2 For employees hired after 12/31/95; District to pay one (1) 5% longevity raise as a differential payment after 10 years of continual, unbroken service and one (1) 5% longevity raise as a differential payment after 20 years of continual, unbroken service and contingent upon satisfactory performance evaluations for three (3) prior years service to the 10 and 20 year anniversary dates. (9/95)

## **2.8 DEFERRED COMPENSATION**

2.8.1 District agrees to enter an agreement with the Financial Center Credit Union (2/83) and PEBSCO/UNUM (1/99) to provide the option for the employee to participate in the deferred compensation programs. (12/99)

## **2.9 SALARY SCHEDULE**

2.9.1 District shall adopt the Salary Schedule contained in Appendix "A". (4/91)

2.9.2 District and Union agree to develop and implement a revised Salary Schedule that eliminates the process of compounding changes between incremental steps of one-half percent (1/2%, 0.5%). Said Salary Schedule to replace "Appendix A" before 6/30/99. (10/98)



## **SECTION THREE - INSURANCE**

### **3.1 MEDICAL INSURANCE**

**3.1.1** District agrees to pay 100% of qualified employee and dependent premiums for medical insurance for the period of 7/1/97 through 6/30/99. (9/97)

### **3.2 DENTAL INSURANCE**

**3.2.1** District agrees to pay 100% of qualified employee premiums for dental insurance for the period 7/1/97 through 6/30/99; District will maintain the existing contribution for dental insurance for dependents for the period 7/1/97 through 6/30/99. (9/97)

### **3.3 VISION CARE**

**3.3.1** District agrees to provide at its cost a vision care program for its employees and to pay 100% of employee premium through June 30, 1999. District will allow employees to enroll dependents at employee's option and expense during the current plan's open enrollment period. (9/97)

### **3.4 PRESCRIPTION DRUG INSURANCE**

**3.4.1** District shall provide at its expense a prescription drug plan for all employees in this bargaining unit. The District shall pay 100% of employee and eligible dependent premiums through June 30, 1999. (9/97)

**3.4.2** District to provide one (1) payment per plan year in the amount of \$52.50 to each employee to off-set costs incurred with transition from Foundation Health Plan to HealthNet prescription plan (from \$5 generic/\$10 name brand to \$5 generic/\$15 name brand). Payment to be provided for use with existing health plan only (HealthNet Plan V5 w/pharmacy, Group #T3264A). (12/99)

### **3.5 LIFE INSURANCE**

**3.5.1** District agrees to provide at its cost a long-term double indemnity life insurance policy (AD&D) for each of its employees. The amount of the policy will be \$10,000 with the double indemnity of \$20,000. (12/94)

**3.5.2** Classifications in this unit may, on a voluntary basis and at the employee's cost, secure higher levels of life insurance coverage as available through the current plan. Changes in insurance coverage must coincide with the open enrollment period for the current plan. (12/99)

### **3.6 DISABILITY INSURANCE**

**3.6.1** District agrees to provide at its cost long-term disability insurance program (LTD, STD) for its employees. Said program to commence on January 1, 1977.

(NSJCMAD 12/76)

### **3.8 TESTING FOR TOXICOSIS**

**3.8.1** District will meet with Union to determine areas of concern by employees involving chemical toxicosis and any unresolved wastewater issues. Upon mutually determining areas/items needing further review or investigation, District will initiate screening/testing protocols for all identified hazards, including appropriate medical supervision for represented employees.

District shall be provided with the results of any tests/screenings only insofar as an employee may have been exposed to hazards on the job. Any tests, administered for the purpose of this section, including blood screenings, shall not be used as a basis for any disciplinary action against an employee.

If medical supervision, including blood testing is required, District will be responsible for implementing and maintaining the appropriate methods and tests required satisfying worker health and safety. Test results, including water quality reports and individual employee blood test results will be shared with employees at all times. (12/99)

### **3.9 MAINTENANCE OF BENEFIT(S)**

**3.9.1** Union has an interest in maintaining scope as well as the quality of care/insurance with premiums paid by District for each coverage level (employee only, employee + spouse, employee + family). Sections 3.1 – 3.6 inclusive to be negotiated at the economics table. (12/99)

## SECTION FOUR – VACATION/LEAVES/HOLIDAYS

### 4.1 VACATION

4.1.1 District agrees that the employees' vacation schedule shall be as follows: (4/91)

Full Continuous Biweekly Payroll Periods	Hours Per Biweekly Pay Period	Annual Rate	Maximum Accumulation Hours
Less than 78	3.077	2 weeks (80 hours)	160
78 but less than 156	4.616	3 weeks (120 hours)	240
156 but less than 312	6.154	4 weeks (160 hours)	320
312 but less than 520	7.693	5 weeks (200 hours)	400
520 but less than 546	8.000	5.2 weeks (208 hours)	416
546 but less than 572	8.308	5.4 weeks (216 hours)	432
572 but less than 598	8.615	5.6 weeks (224 hours)	448
598 but less than 624	8.923	5.8 weeks (232 hours)	464
624 and over	9.231	6 weeks (240 hours)	480

4.1.2 District service before 1974 will be recognized for the purposes of vacation accruals effective December 28, 1992. (12/93)

4.1.3 Employees may request leave/vacation at any time for special or unusual circumstances. Management will evaluate these requests on a case by case basis. The decision to grant the leave/vacation shall be management prerogative. However, if leave/vacation is granted the employee shall have the option to use any existing vacation leave accruals to cover the absence. (12/93)

4.1.4 District agrees to revise the current staffing requirements for the months of April, May, and October. District agrees to a 70% staffing level for each individual operations region for the month of April, and an 85% staffing level for the months of May and October. The use of

vacation by eligible employees will be based on the operational need of District and must be mutually agreeable between District and employees. (9/97)

4.1.5 District agrees to use of vacation of up to 40 hours total during the period June 1 through September 30 of each year, with no more than one person per operational region off at one time, and no more than 16 hours of vacation used per biweekly period per person. District not to incur any additional costs for overtime or additional staffing due to absence due to vacation use. District reserves right to review all requests for time-off before use, and will take all steps to insure operational efficiency concerning staffing. (12/99)

## 4.2 SICK LEAVE

4.2.1 Effective January 1, 1978, employees represented by Union shall accrue 13 days of sick leave annually. (SJMAD 12/77)

4.2.2 District agrees to a sick leave conversion payout at the time of retirement to an amount equal to one month's premium of health insurance for each day of sick leave. This amount is to be paid towards the employee's health insurance premium or, at the option of the employee, a cash payout of 1/3 rd of the amount of conversion on the books at the time of retirement. (4/86)

4.2.3 District shall allow utilization of up to 40 hours sick leave per year for illness, injury or quarantine of employee's immediate family whether or not they live in the employee's household, which requires the employee to tend, care for, or otherwise provide for the care of such person. "Immediate family" includes spouse, child, parent, sibling, grandparent, and grandchild of the employee as well as a parent, sibling, grandparent and grandchild of the employee's spouse. (12/93)

### **4.3 BEREAVEMENT LEAVE**

**4.3.1** District, in addition to sick leave benefits and other approved leave time, in the event of a death in the immediate family, shall allow an employee, upon request, to be granted three days of bereavement leave with pay and without a charge against accumulated sick leave or vacation eligibility. District manager or his authorized representative may, in his discretion, grant an additional two days bereavement leave, upon request of employee; such leave to be charged against employee's accumulated sick leave credit. Such additional leave shall be requested only in such cases where extensive travel is required to attend a funeral. The term "immediate family" includes spouse, child, parent, sibling, grandparent, and grandchild of the employee as well as a child, parent, sibling, grandparent and grandchild of the employee's spouse. (4/82)

**4.3.2** District agrees to allow eligible employees to utilize up to three (3) days of accumulated sick leave per fiscal year (July through June) for the purposes of bereavement leave for the employee's relatives of aunt, uncle, nephew, and niece. (9/97)

**4.3.3** Employees in the classifications of MCT III, MCT IV, and Entomologist are eligible to use a "flextime" schedule for attending funerals for the employee's relatives of aunt, uncle, nephew, and niece. This flextime schedule will allow the employee to attend a funeral without charge to leave, with the employee working equal number of hours as unpaid within two (2) weeks of the funeral. (11/97)

### **4.4 HOLIDAYS**

**4.4.1** The following holidays shall be granted:

1. January 1, New Years Day
2. Martin Luther King, Jr.; s Birthday, third Monday in January.
3. February 12, Lincoln's Birthday

4. Washington's Birthday, third Monday in February.
5. Memorial Day, the last Monday in May
6. July 4, Independence Day
7. Labor Day, First Monday in September
8. September 9, Admission Day
9. Columbus Day, second Monday in October
10. November 11, Veteran's Day
11. Thanksgiving Day, fourth Thursday in November
12. The day after Thanksgiving Day
13. December 25, Christmas Day
14. Each employee shall be entitled to a holiday on the anniversary of his birth. If such anniversary date falls on a Saturday, Sunday, or other holiday, the employee shall be entitled to eight hours of compensatory time off. Such compensatory time off shall be scheduled at the discretion of the Manager within one year from the date of the holiday.
15. District agrees to grant the day before or the day after the observed District holiday for Christmas and to schedule such holiday so that it falls in conjunction with a weekend whenever possible. (2/83)
16. District agrees to grant one additional holiday per year to all employees of the District. (NSJCMAD 3/78)
17. District agrees to grant four (4) hours off on Good Friday.

**4.4.2** All other holidays which the Governor of the State of California or the President of the United States may proclaim. (2/83)

**4.4.3** When a holiday falls on a Saturday the employee will be granted a holiday on the preceding Friday. However, if the employee is required to work on the preceding Friday, he

would be credited with compensatory time off at the rate of one and one-half times the employee's hourly salary; such time to be scheduled at the discretion of the Manager, within one year of the date of the holiday. However, the employee shall have the right to indicate preference. If the accredited time is not taken, it will be lost. When a holiday falls on a Sunday the next day shall be deemed a holiday. Any regular employee who is required to work on a paid holiday shall be entitled to compensating time off at two and one-half times the employee's hourly salary. Such compensatory time off shall be scheduled at the discretion of the Manager, within one year from the date of the holiday. However, the employee shall have the right to indicate preference. (2/83)

#### **4.5 MILITARY LEAVE**

**4.5.1** An employee shall be entitled to temporary military leave of absence for certain National Guard or Reserve Duty, specifically military duty required by the cutting of orders, as provided by the Military and Veterans Code, Sections 395 and 395.01, "Shall be entitled to receive his salary or compensation as such public employee for the first 30 calendar days of any such absence." An employee who is ordered to a tour of duty, 30 days or more, shall not lose seniority or credit for time for step increases upon his return to employment within the District. (12/83)



## SECTION FIVE - WORKING CONDITIONS

### **5.1 CERTIFICATION**

**5.1.1** District will provide for the necessary training, testing, and continuing education for maintenance of Mosquito Control Technician certification (Category B) and Terrestrial Invertebrate Vector Control Technician certification (Category C) issued by the State Department of Health Services. (9/95)

**5.1.2** Any fees assessed by the State Department of Health Services, or any other government agency, for the certification of Mosquito Control Technicians shall be borne by District. (3/89)

**5.1.3** Effective December 31, 1993, and continuing thereafter, District agrees to pay a .5% educational differential to any member of this unit who obtains and maintains, pursuant to the provisions set forth in the Health and Safety Code of the State of California, a Terrestrial Invertebrate Certificate from the State of California. (12/93)

**5.1.4** District will pay for the Terrestrial Invertebrate Certificate from the State of California. This includes the costs of the test. However, employees will be limited to two attempts per test at the cost of District.

### **5.2 EDUCATIONAL REIMBURSEMENT**

**5.2.1** Any employee who, with prior approval, completes courses that are job related shall be reimbursed for educational expenses per current District policy. (7/88)

### **5.3 EMPLOYEE FILES**

**5.3.1** It is agreed that a copy of any document placed in an employee's personnel file shall be available to that employee on request. (SJMAD 6/79)

#### **5.4 WORK AREA PREFERENCE**

5.4.1 Upon a work area becoming vacated and proposed to be filled beyond a temporary period, District will post a notice at least 10 days prior to filling the vacancy for those interested in being considered for placement in that vacant position. District will make reasonable attempt to accommodate requests from eligible employees as to work area preference. Tenure with District and past and current performance evaluations will be used in the decision-making process. If an employee is not selected for a work assignment, the affected employee may request a written response as to the reason (s) for not being selected for the work assignment. The response will be provided within 14 days of receipt of the request for a written response. The response will be a private communication between the appointing authority and the requesting employee; no documentation of the decision will be included in the employee's personnel file. (9/95)

#### **5.5 MODIFIED SUMMER WORK SCHEDULE**

5.5.1 District agrees to a modified work schedule for the months of June, July, August, and September by changing the regular work hours from 7:30 a.m. – 4:00 p.m. to 7:00 a.m.- 3:30 p.m. (9/95)

## SECTION SIX – ADMINISTRATIVE PROCEDURES

### 6.1 IMPASSE PROCEDURE

6.1.1 District agrees to amend its present impasse procedure by adopting into the impasse procedure the outlined impasse procedure listed below:

Impasse procedures may be invoked only after a deadlock in negotiations has been reached.

#### A. Limitations

1. Only San Joaquin County Mosquito and Vector Control District or a recognized employee organization shall have the right to invoke the impasse procedure as hereinafter described.
2. Mediation and fact-finding shall apply only to disputes arising out of and in the context of the annual salary and employee benefit meet and confer sessions and where mutually agreed to otherwise or as provided for in this policy.

#### B. Impasse Initiation

1. Such meeting shall be for the purpose of final position review by both parties in a last effort to reach agreement on the disputed issues.
2. If agreement is not concluded, mediation shall proceed in the manner hereinafter described. The fees and expenses of the mediator shall be payable one-half by District and one-half by the recognized employee organization.
3. If agreement has not been reached at the impasse meeting described in Section B.1 above, the parties, at such meeting, will attempt to agree upon an impartial mediator.
  - a) If they cannot agree upon a mediator, each party shall submit, at such meeting, the name of three (3) persons to act as mediator and a

designee of the California Mediation and Conciliation Service shall be added as the seventh name.

b) Of the three (3) persons submitted by each party, at least one (1) shall be a person of recognized experience, training, and skill in the field of impasse resolution of labor-management disputes, and such person shall, in addition, have at some time prior to his selection acted as an impartial mediator or arbitrator in the resolution of labor-management disputes.

4. The District representative shall strike from the list of seven (7) the name of one candidate. The recognized employee organization shall thereafter strike the name of one candidate. The names shall be stricken in this order until the name of one candidate remains. The remaining name shall be the mediator.

Either District or a recognized employee organization shall initiate the procedure by filing with the other party a written statement of impasse together with a statement of its position of the disputed issues. Such notice must be filed within fourteen (14) days after the last meet and confer session.

Within five (5) days after receiving the written notice, a joint meeting shall be scheduled and held. No later than seven (7) days after selection of the mediator, the mediator shall commence mediation proceedings with all parties.

All mediation proceedings shall be private. Such mediation proceedings must be completed within thirty (30) days from the date of commencement.

#### C. Role of Mediator

The role of a mediator is to assist the parties in reaching a voluntary resolution of an impasse on those matters contained within the scope of representation through suggestion, advice or other ways of stimulating agreement.

#### D. Public Statements

At no time will the mediator be empowered to make public statements, take a public position on the facts in dispute; nor shall the mediator's written statements be released, unless agreed to in writing by both parties. The parties in mediation are free to make public statements and have public discussion of the issues in dispute unless mutually agreed to otherwise.

#### E. Termination

The mediation process shall end: (1) upon the signing of a memorandum of understanding by both parties covering all items in dispute; (2) upon the expiration of thirty (30) days from the beginning of mediation services; or (3) upon the written agreement of both parties, whichever is earliest. Mediation may be extended up to thirty (30) days by mutual agreement.

#### F. Fact-Finding Procedure

Subsequent to termination of the mediation process, as provided here-in-above and provided no agreement has been reached, either District or such recognized employee organization, or District and such recognized employee organization acting in concert, may elect to proceed to fact-finding and both parties shall then proceed to fact-finding.

1. Election to proceed to fact-finding shall be communicated by delivery of written notice of such election to the other party within (5) days of the termination of the mediation process.
2. Within five (5) days after delivery of such notice, the parties shall schedule and hold a meeting for the purpose of selection of a Fact Finder.
3. Should the parties fail to agree upon an impartial Fact Finder, a Fact Finder shall be selected by the procedure-established hereinabove for selection of a

mediator. The fees and expenses of the Fact Finder shall be payable one-half by District and one-half by the recognized employee organization. The Fact Finder shall be furnished a copy of this procedure and any other conditions mutually agreed to; shall acknowledge in writing receipt thereof and shall proceed in strict compliance with the provisions herein set forth.

4. Not later than ten (10) days after selection of the Fact Finder, each party shall submit and deliver in writing to the Fact Finder and to the other party, and they shall receive within such period, a written statement of the issue or issues in dispute, specifically stating the position of that party last stated during the meet and confer process on such issue or issues, a statement of arguments raised by that party in support of such position or positions and other documentation in support of the position or positions taken by that party.

5. Within five (5) days of the date on which the Fact Finder was to receive the written statements of the parties as calculated pursuant to subsection (4) above, the Fact Finder shall schedule and the parties shall hold with the Fact Finder a joint meeting to discuss the statements of the parties and specify the issues thereby submitted to fact-finding.

6. The Fact Finder may utilize, as a basis for his/her Findings of Fact, only the following information:

a) Information provided in writing by either party, provided that attached to such information is proof of service of such information upon the other party as provided in the California Code of Civil Procedure;

b) Information provided orally by either party only at a joint meeting of both parties and the Fact Finder; and/or;

c) Information developed by the Fact Finder, as a result of his/her independent examination and research, which shall not include any information developed in unilateral discussions or communications between the Fact Finder and either party. The party to whom service is required to be made pursuant to (a) may waive proof of service, in writing, as to any or all written material provided to the Fact Finder by the other party. The Fact Finder shall be accorded the full cooperation of the parties in ascertaining details of contentions raised or data presented by the parties.

The Fact Finder shall attach his/her Findings of Fact, a written statement of the information considered pertinent or persuasive by him/her in rendering a finding as to any fact, and shall specify the source of such information (e.g., "Information provided by employer", or "information provided by U.S. Department of Labor"). The Fact Finder shall proceed toward determination of the facts relating to the issues as rapidly as circumstances and full investigation permit and shall issue his/her Findings of Fact within a maximum of thirty (30) days after the statements of the parties have been submitted to him/her.

7. The time limits for the steps of these procedures may be modified by written agreement of the parties, except that, after a Fact Finder has been selected, any such agreement modifying the time limits must be acceptable to the Fact Finder.

8. Findings of Fact. The Fact Finder shall issue the written Findings of Fact to the parties. A meeting may then be held with the Fact Finder; written notice of

which meeting shall be delivered to each party by the Fact Finder at least three- (3) days prior thereto.

If agreed to by the parties to the dispute, the Findings of Fact shall include recommendations as to resolution of issues in dispute. Nothing in this Policy shall prevent public disclosure of discussions by the parties of substantive issues in dispute unless mutually agreed to otherwise.

9. Other than in presentation of his/her Findings of Fact, as provided in the preceding paragraph, the Fact Finder shall at no time make any public statement nor take a public position on the fact in dispute.

10. The Findings of Fact issued by the Fact Finder shall be advisory only and shall not be binding on either party.

11. Issuance by the Fact Finder of Findings of Fact, as provided hereinabove, terminates the fact-finding process.

12. Within three (3) days of the issuance of the Findings of Fact by the Fact Finder or, in case a meeting is held with the Fact Finder within three (3) days of such meeting, the parties shall schedule and hold a meeting to negotiate as to the Findings of Fact and to make a good faith effort to reach agreement as to each issue still in dispute.

G. All mediation and fact-finding proceedings shall be private.

## **6.2 DEVELOPMENT OF PERSONNEL RULES**

**6.2.1** District and Union shall jointly develop Personnel Rules and Regulations covering hiring practices, testing and interviewing procedures, and other related subjects. (12/88)



### **6.3 JOB SPECIFICATION REVIEW**

**6.3.1** During the life of this agreement, District and Union shall jointly review job specifications. (SJMAD 6/79)

### **6.5 REDUCTION IN PERSONNEL**

**6.5.1** District agrees to eliminate Section 16.1 (D) from the Personnel Rules regarding lay-off (Section 16). The District agrees to use only one (1) of the two (2) semi-annual performance evaluations for the purposes of implementing Section 16.1 (B); the District agrees to use the mid-fiscal year evaluation (Dec/Jan) as a form of communication and update of performance and not for purposes of lay-off; the fiscal year evaluation (June/July) is to be used for performance evaluation plus lay-off procedure, if needed. Additional language to be added to Section 16.1 (B): "The Board of Trustee's Executive Committee and the Manager will review the appropriate performance evaluation for employees in classes or categories considered for reduction of staff. Employees will be able to seek further review of any proposed lay-off through the grievance procedure. (9/95)

### **6.6 MODIFICATION TO DISTRICT POLICY #2180 "GRIEVANCE PROCEDURE"**

**6.6.1** In the event District and Union cannot agree on implementation or interpretation of items previously agreed-upon in a current MOU/contract, and other District policies/procedures regarding wages, hours and other terms and conditions of employment (other than employee discipline), District agrees to have the issue(s) mediated by California Mediation and Consultation Service (CMCS). The issue(s) considered for mediation will not include items of managerial prerogative, and must affect a group of employees. If District and Union are unable to resolve the problem(s) through mediation; CMCS will issue an advisory recommendation to the Board of Trustees for review and consideration. District

management and Union can provide briefs to the Board for consideration in the Board's decision. This amendment is for a trial period only, ending 12/31/2000. (12/99)

**6.7 EMPLOYEE STATUS**

6.7.1 It is understood between the parties that District will maintain a full-time workforce within the Union bargaining unit. Should District contemplate restoring part-time, seasonal, temporary, or any other contracted position(s) which would normally be assigned to a Union member, District will notify Union 60 days in advance of the proposed change(s) and the parties will meet and confer in good faith during this time to discuss alternatives to the action. (12/99)

## SECTION SEVEN - CONCLUSION

### **7.1 TERM OF AGREEMENT**

**7.1.1** The term of this agreement shall be for a period of three (3) years commencing July 1, 1999 and expiring June 30, 2002. (12/99)

**7.1.2** Should either party desire to amend or modify this Memorandum of Understanding, written notice must be given to the other party at least thirty (30) days prior to the expiration date. Should there be no new agreement by the expiration of this Memorandum of Understanding, this Memorandum of Understanding will automatically renew itself annually. (4/91)

### **7.2 SUPERSESION**

**7.2.1** The San Joaquin County Mosquito and Vector Control District Personnel Rules and Regulations as amended govern personnel and pay matters for District employees, except as amended by this agreement. Whenever conflicts arise between this agreement and District Personnel Rules and Regulations, this agreement shall govern until a change to this agreement is negotiated. (2/83)

**7.2.2** District acknowledges receipt of SJPEA proposal #11 regarding SJPEA rights, and agrees to work with Union through the life of this agreement to develop and implement the provisions of the proposal. As a minimum, District recognizes and will abide by California Government Code, Sections 3500 through 3510. (9/97)

### **7.3 MANAGEMENT EDUCATION**

**7.3.1** District agrees to provide copies of this agreement and any amendments or supplements hereto to each managerial employee, and to conduct education programs as necessary for them to understand its provisions. Union agrees to assist in such programs if requested by

District. The failure of a subordinate to have been advised or to understand its provisions shall not be an excuse for non-performance of the contract provisions by District. (2/83)

#### **7.4 INVALID PROVISIONS**

7.4.1 If any provision of this agreement is found to be in conflict with the laws of the State of California or the United States of America or any agency thereof, the remaining provisions of this agreement shall remain in full force and effect. The parties shall meet and confer to resolve impact issues in such cases. (12/99)

#### **7.5 MAINTENANCE OF BENEFITS**


7.5.1 All benefits shall be maintained as all members in this unit currently enjoy them for the term of this agreement. (4/86)

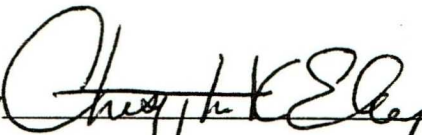
IN WITNESS WHEREOF, District and Supervisors Unit have caused these presents to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2000.


SAN JOAQUIN COUNTY  
MOSQUITO & VECTOR  
CONTROL DISTRICT


SUPERVISORS UNIT REPRESENTATIVES

By   
John R. Stroh, Manager 2/15/00

By   
Duane Bridgewater, MCT III  
Supervisors Unit 1/24/00

By   
Christopher K. Eley, Legal Counsel 2/15/00

By   
Gary Langston, Representative  
SEIU Local 790 1/20/00

By   
Christopher Voight, Representative  
Blanning & Baker Associates, Inc.  
2/15/00

**OCAL 790**



**Leading the Way**

January 19, 2000

John Stroh  
Manager  
SJCM&VCD  
7759 South Airport Way  
Stockton, CA 95206-3918

**COPY**

Dear Mr. Stroh,

Upon reviewing the recently compiled MOU, the Union bargaining team would like to make several clarifications and ask a couple questions. All sections identified are in both the General and Supervisor's Unit MOU's.

- In section 2.1.2, it is our understanding that the parties will make *good faith efforts* to reach an agreement pertaining to the establishment of a salary schedule. Since this particular provision pre-dates our involvement as the exclusive bargaining agent for affected employees, I am guided by our current bargaining team's recollections on this point.
- In sections 3.1 – 3.6, it is our understanding that benefits, as with wages, for represented members will remain unchanged through June 30, 2000 contingent upon our mutual participation on the ad hoc committee consistent with the concept of a one year agreement on economic issues; three years for the non-economic issues. Therefore, the Union continues to regard as open those portions of the contract, which cover economic issues as described in our letter to you dated July 21, 1999.
- Two questions surfaced regarding section 3.5.2. When is the "open enrollment period," and what would be the costs associated with switching providers (if any)?

I will be delivering a signed copy of the MOU(s) to your office by this Thursday. I would like to take this opportunity to renew the Union's offer to meet informally with the District's ad hoc committee members to discuss any areas of concern and to lay out a schedule of meeting dates and times. Once a schedule is developed, the Union will select its representatives to the committee.

Sincerely,

Gary Langston  
Field Representative

CC: Union Bargaining Team

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President

**VERNON DUNCAN**  
Vice President

**RAY QUAN**  
Vice President

**KAREN L. BISHOP**  
Treasurer

**NANCY SNYDER**  
Secretary

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Trustee

**RICHARD D. GALE**  
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**JOHN R. LEE**  
Trustee

**ROXANNE SANCHEZ**  
Trustee

**TERRY REX SPRAY RN**  
Trustee

**MYNETTE THEARD**  
Trustee

