

# MEMORANDUM

TO: MARCIE MOONEY, REPRESENTATIVE  
FROM: ROBERT C. DALTON, JR., SJCMVCD  
DATE: APRIL 27, 1994  
SUBJECT: PURSUANT TO YOUR REQUEST OF APRIL 22, 1994 THIS MEMO REFLECTS THE DISTRICT POSITION IN REGARD TO PROPOSALS AND COUNTER PROPOSALS OFFERED BY SJPEA

## SUPERVISORY UNIT

1. Term of agreement - January 1994 to June of 1995.  
This is acceptable to the District.
2. Salary increases 7% 01/01/94 - 7% 01/01/95.  
The District proposes the following:  
A 2% increase effective 01-01-94, and a 1.5% increase effective 01/01/95 through 06/30/95. *Double Those*
3. 100% of health premiums for employees and dependents.  
The District proposes the following:  
Medical Insurance: The District shall pay 100% of current premiums for employees and dependents through 10/31/94.  
As of 10/31/94 the District will eliminate its self insurance for co-payment for prescription drugs and medical services.  
Dental Insurance: The District shall pay 100% of the current Delta Dental Plan through 12/31/94 for employee's and dependents.  
Vision Insurance: The District shall pay up to \$18.01 per month per employee for existing plan through 06/30/94.
4. Summer Vacation shall remain as set-forth in section 4.1(B) of the current MOU.
5. The District is not willing to change the concept set-forth in section 4.1(C).
6. The District does not have the financial resources to grant this request, at this time.
7. At this point the Board has not designated vertebrate pests as a vector to be controlled. Because of this, the certificate is not seen as a required element of employee's job specifications.

8. District will pay the cost of renewal of any certificate required to perform job duties. The District will also continue to cover the expenses of testing for one (1) test.
9. Equity adjustments for all positions within the bargaining unit will be evaluated on a continuing basis with the primary goal of complying with the language of section 2 (c) of the current MOU.
10. The District is not willing to grant binding arbitration for contractual grievances.
11. The District is not willing to grant binding arbitration for disciplinary actions.
12. Dental and Vision Insurance for retirees and dependents' The District is exploring methods to facilitate this proposal.

Concerning Section 2.6 of the current, but unsigned MOU it is the District's position that the language set forth therein was not mutually agreed upon by the parties. In an attempt to resolve this issue the District offers the following proposal;

Because the issue of base salary vs salary compensation regarding longevity pay continues to create concern, an investigation of the history of longevity pay was made to determine its origins and intent. The following is a chronological list of events and language relative to the longevity issue:

1. Longevity pay was successfully negotiated between the SJCEA and NSJCMAD February 14, 1978. Minutes of the February Board of Trustees meeting refer to "longevity pay" as a "pay" increase. Language included in the MOU between SJCEA and NSJCMAD is the same language in the current MOU as Section 2.6.
2. An addendum to MOU's, upon merger of the NSJCMAD and the SJMAD, incorporated the language of the MOU between SJCEA and NSJCMAD with reference to "Longevity Salary".
3. Comprehensive MOU's between SJPEA, SJCEA, and SJCMAD all reference longevity pay (Section 2.6) as a salary adjustment.

Because the different Board's of Trustee's have historically adopted and maintained longevity pay as "salary", and because all longevity pay increases are merged with base salaries, having been done so since 1979, it is proposed as follows: ;

1. Longevity pay is salary for purposes of paid compensation.
2. The incremental change of a salary range can be accomplished by the following methods:
  - a. Salary adjustment for negotiated raises, including C.O.L. increase.
  - b. Longevity increase
3. All current represented employee's (as of 01/01/94) will have all longevity increases computed as salary.
4. The district and SJPEA will devise an alternate salary system for employees hired after 01/01/95 which will facilitate the distinction of base salary and longevity pay for purposes of compensation.

Concerning the request by the Entomologist regarding uniform requirements, the District proposes the following: That Section 2.5 of the current MOU be amended as follows:

The District shall provide one clean uniform per day for Mosquito Control Technicians II.

Attachment A shall be amended to include the Entomologist's position. Attachment A shall be removed from the MOU and included, as amended, in the Rules and Regulations of the District.

MAD PROPOSED CONTRACT LANGUAGE CHANGES - SUPERVISORY UNIT

MOU ENDING 12/31/93

Change District title to San Joaquin County Mosquito Abatement and Vector Control District and change SJCEA to San Joaquin Public Employees Association, Inc. or SJPEA.

Change Section 1 to Section 1.1 RECOGNITION and add:

SECTION 1.2 Maintenance of Membership

Effective the date of this agreement, for purposes of SJPEA's continued certification as the recognized employee organization for this Unit, employees in this Unit who are now, or hereafter become members of SJPEA shall maintain membership with SJPEA for life of this Memorandum of Understanding, except that any such employee may withdraw from such membership not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration of this Memorandum of Understanding.

SECTION 2 -

2.1 Salaries - Change as follows:

- A. Effective December 31, 1992, all employees of this bargaining unit shall receive a salary adjustment of 1%.
- B. Effective December 31, 1992, equity adjustment of 1% will be added to the pay scale for the Supervisor classification.
- C. The District agrees to continue in an effort to give an equity increase to the Assistant Supervisor classification.

2.5 Uniforms - change language to read (Bob Dalton should have language).

2.6 Longevity Pay - change to read:

After 10 years of service with the District, an employee shall receive an additional 5% of salary compensation. For each 5-year period thereafter, an employee shall receive an additional 5% of salary compensation. This sum will be paid in addition to the salary paid to the individual based on the appropriate salary scale.

SECTION 3.1 Health Insurance

The District shall pay 100% of the premium for employees under the existing health plan. The District shall pay for current Dependent coverage up to a 6 1/2% increase in premiums. If

dependent premiums increase more than 6 1/2% during the term of this contract, employees will pay any additional increase.

SECTION 4.1 Vacation

- B. Delete "To become effective July 1, 1974."
- C. Add the following language (in previous amendment):

No employee shall be, by virtue of use of vacation time described in this section, absent from his or her job assignment for more than 16 hours in any one week period;

No more than 32 consecutive hours shall be taken at any one time, including weekends or holidays.

- D. Add the following language:

However, if leave/vacation is granted the employee shall have the option to utilize any existing vacation leave accruals to cover the absence.

SECTION 4.2 Sick Leave

- C. change language to:

The District shall allow utilization of up to 40 hours sick leave per year for illness, injury or quarantine of a member of the 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.

SECTION 5.1 Certification - Add:

- C. Effective December 31, 1993, and continuing thereafter, the District agrees to pay a .5% educational differential to any member of this Unit who obtains and maintains a Terrestrial Invertebrate Certificate from the State of California.

SECTION 6 ADMINISTRATIVE PROCEDURES - Add:

6.4 Reduction of Personnel

During the term of this Agreement, the District does not anticipate the need to lay off employees. However, the District and the Association agree to attempt to meet and discuss new performance evaluation and lay off procedures during the term of this Agreement. The parties further agree that if lay offs do occur during the term of this Agreement, the District will negotiate over the procedure of lay offs before any layoffs occur.

SECTION 7.1 Term of Agreement

The term of this agreement shall be for a period of one year commencing on December 28, 1992, and expiring on December 31, 1993.

Change Index and Signature page.

MAD SUPERVISORY UNIT - WHAT OUR PROPOSAL WAS:

1. Term of Agreement - agreed to 1/94 to 6/95 *OK*
2. Salary increases - cost of living  
1/1/94 - 7% *Cost of 5 - .3% = 4.7*  
1/1/95 - 7% *5*
3. Medical insurance - will decrease cost of living by cost of last years' increase of medical insurance - that would be .3%.
4. Summer Vacation - t/a to change that - we did propose changes in that to offset closing of facility - they dropped their proposals regarding closing the facility. *Rain days NOT COUNT AGAINST H*
5. *4.1 (C) need days* not be applied to summer vacation time.
6. 4.2(B) - 100% cash out for sick leave. *Monthly payout*
7. .5% differential for vertebrate certificate.
8. Pay for cost of renewal of certificates.
9. Equity Adjustments - or all members of unit:  
1/1/94 - 1 1/2%  
1/1/95 - 1%
10. Binding arbitration for grievances. *NO*
11. Binding arbitration for discipline. *NO*
12. Retirees dental and vision.
13. Life Insurance - increase to \$20,000 worth of coverage
14. Entomologist uniform. *OK*

FYI: Greater Sacramento Area CPI for 1993 was 2.7%