

San Joaquin County Mosquito & Vector Control District

Contract Negotiations - Supervisors Unit 7/3/97 NEG97.S2

Proposals and counter-proposal(s) from District in response to June 19, 1997 proposals and counter-proposals from SJPEA.

1. District agrees to a two-year agreement, starting July 1, 1997 and ending June 30, 1999, contingent upon satisfactory agreement on all other items and issues.
2. District agrees to use the Consumer Price Index data for Urban Wage Earners and Clerical Workers (CPI-W) for San Francisco-Oakland-San Jose, California (all items) as one factor in determining the rationale for salary adjustments for employees of this unit. Other factors include, but are not be limited to: 1) the availability of current and future funds, 2) overall employee efficiency, performance and productivity, 3) the current and future value of the entire salary and fringe benefit package for each employee position, and 4) salaries of equivalent positions in other Northern California businesses and vector control agencies with like responsibilities and duties. **Effective 7/1/97, the District agrees to provide a one-time payment to each employee in this unit an amount equal to 2.5% of each employee's gross annual salary (projected for the period 7/1/97 through 6/30/98), excluding any reimbursement/remuneration for personal-use of District vehicles, overtime payments, or any other compensation not related to each employee's classification salary level, but including compensation due to longevity and category "C" certification. The District will reevaluate employee salary and benefit levels with relationship to available and projected revenues in the fourth quarter of FY 1997-98 for FY 1998-99.**
3. District agrees to pay 100% of qualified employee and dependent premiums for medical and prescription drug insurance for the period of 7/1/97 through 10/31/98. **There is no change in the District's position regarding medical and prescription insurance. The District agrees to pay 100% of qualified employee premiums for dental insurance for the period 7/1/97 through 12/31/98; the District will maintain the existing contribution for dental insurance for dependents for the period 7/1/97 through 12/31/98. The District agrees to pay 100% of qualified employee premiums for vision insurance under the existing plan for the period 7/1/97 through 6/30/98. As an alternative to the preceding offer/counter-offer regarding vision insurance, the District agrees to change vision insurance providers (change from Vision Service Plan to Foundation Health Vision Services), with the District to pay 100% of the employee premium and up to \$2.00 per month of any dependent premium for the period 7/1/97 through 6/30/99.**
4. District does not fully understand all aspects of this proposal (proposal #4) and would need to discuss further the nature of this request. The District does not make any offer or counter-offer with regards to the sick leave bank/retiree insurance program at this time. **The District does not agree to modify the sick leave bank/retiree insurance program at this time.** *Refused*
5. As was previously agreed upon by both the District and SJPEA (Dec. 1993), the maximum allowable vacation (32 hours) per summer vacation period can be used for any purpose, including leave for funerals not addressed in the current bereavement leave policy (Section 3.2). The reason for the District agreeing to an increase of summer vacation hours (an increase of 16 hours to a total of 32 hours) was for the purposes of family vacation, funerals, personal need, etc. The District believes that employees may have forgotten the aspects of negotiations regarding increased summer vacation as they were discussed and agreed-upon in 1993. **There is no change in the District's position with regards to this proposal.**

6. (Includes response to #6 and 7) District agrees to review and potentially revise the current staffing requirements for the months of April, May and October, contingent upon agreement to a District operations shut-down during the period of December 24, 1997 through January 4, 1998 and December 24, 1998 through January 3, 1999. Eligible employees would be capable of using accrued vacation and CTO leave to facilitate the two (2) shut-down periods. Additional vacation time (in excess of 32 hours) will not be considered for the months of June, July, August and September.
 7. (Includes response to #8, 9, and 10) District agrees to review and potentially revise the current base salary range differential for the positions of MCT II, MCT III and Entomologist contingent upon a revision of the current salary system with regards to longevity pay, step raises, C.O.L. increases, certificate differential(s), etc. **There is no change in the District's position with regards to this proposal.**
 8. District needs more information from this unit regarding this unit's reference to "management" and "management perks" with relation to increased life insurance benefits as described in proposal #11. **The District will make available the opportunity for each employee of this unit to purchase additional levels of life insurance at the current group-purchase rates on a voluntary payroll deduction basis.**
 9. District will be evaluating the current non-summer work schedule procedures with regards to supervision and staffing ratios. Being considered is a "low census" scheduling procedure for supervisor positions, i.e., if field staffing levels are low due to vacations, sick leave, etc., the District would evaluate the need of providing or maintaining high levels of supervision staffing.
 10. District will be evaluating the Fair Labor Standards Act, Title 29, Part 541 of the Code of Federal Regulations, and State of California Industrial Welfare Commission Wage Order #4 with regards to overtime for the positions of MCT III and Entomologist. Also being evaluated will be the aspect of District vehicles used for personal transportation to and from home for the positions of MCT III and Entomologist. Specifically at issue is the Internal Revenue Service requirement that the District must require employees to use take-home vehicles for commuting for a *bona-fide, non-compensatory* reason.
 11. **The District acknowledges receipt of SJPEA proposal #11 regarding increased life insurance limits but does not provide any proposal or counter-proposal.**
 12. **The District acknowledges receipt of SJPEA proposal #12 regarding SJPEA rights. The District provides the following counter-proposals: in response to (a): the District will comply with California Government Code §3505; (b): the District will comply with California Government Code §3504.5; (c): the District will comply with California Government Code §3505.3; (d): the District will comply with California Government Code §3507; (g): the District will continue to recognize Section 1.2 (12/93) of the current MOU; (h): the District will comply with California Government Code §3505.3; (i): the District will continue to recognize Section's 6.2 (7/88) and 6.3 (6/79) of the current MOU; (k): the District will comply with California Government Code §3508.5 and Section 1.2 of the current MOU; (e), (f), (j) and (l): the District will respond at a later date**
- With regards to SJPEA letter dated June 19, 1997 regarding District proposals #9 & #10, the District is in agreement to delay discussions on these issues until agreement is reached on a successor MOU. Because the District has identified the two (2) issues of concern to the District with regards to this bargaining unit, and SJPEA has stated that there are concerns of the Supervisory Unit that need to be discussed, the District respectfully requests that the Supervisory Unit's concerns be provided in written form as soon as possible so that the District may be in a pro-active position to respond at the appropriate time.
 - Regarding the use of the terms *skilled, semi-skilled, and specialized* with relation to updating job descriptions, the District is prepared to receive a written counter-proposal from SJPEA.

- yes
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8. District needs more information from this unit regarding this unit's reference to "management" and "management perks" with relation to increased life insurance benefits as described in proposal #11. **The District will make available the opportunity for each employee of this unit to purchase additional levels of life insurance at the current group-purchase rates on a voluntary payroll deduction basis.**
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