AGREEMENT
BETWEEN
GREATER VALLEJO RECREATION DISTRICT
AND
MAINTENANCE EMPLOYEES
THROUGH
LOCAL UNION 1245
OF THE
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS, A LABOR UNION,
THEIR REPRESENTATIVE

TERM: July 1, 2018 through June 30, 2021

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AGREEMENT BETWEEN GREATER VALLEJO RECREATION DISTRICT AND MAINTENANCE EMPLOYEES THROUGH LOCAL UNION 1245 OF THE IBEW, A LABOR UNION, THEIR REPRESENTATIVE

THIS AGREEMENT (hereinafter occasionally referred to as Agreement) is made and entered into this 14th day of June, 2018, by and between the GREATER VALLEJO RECREATION DISTRICT, a governmental entity existent under the laws of the State of California, hereinafter referred to as DISTRICT, and LOCAL UNION 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, a labor union, the duly authorized employee organization representing the maintenance employees (see Attachment A) of the GREATER VALLEJO RECREATION DISTRICT, hereinafter referred to as Local 1245.

1. TERMS OF AGREEMENT:

This Agreement shall become effective July 1, 2018.

The Agreement shall remain in full force and effect for a period of three (3) years from the effective date, until June 30, 2021, as to all provisions set forth herein.

Upon ratification by Local 1245 membership and subsequent DISTRICT Board approval, the parties agree to address the following items through Letter of Agreement:

a. Within six (6) months of DISTRICT Board approval of this Agreement, initiate and complete Letter of Agreement memorialize the spirit and intent of Assembly Bill 119, California's New Employee Orientation Law.

b. Within twelve (12) months of DISTRICT Board approval of this Agreement, initiate and complete Letter of Agreement reflecting a uniform process and procedure for handling matters related to the Family Medical Leave Act, California Family Leave Act and California Pregnancy Disability Leave.

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c. No later than thirty (30) days following DISTRICT Board approval of this Agreement, initiate and complete Letter Agreement memorializing the one-time equity adjustment located in this Agreement's wage table exhibit for Lead Maintenance Workers to the rates associated with the Maintenance Specialist Classifications. The adjustment will be effective upon DISTRICT Board approval of the agreement and shall not be delayed by the parties' initiation or completion of the Letter of Agreement.

2. **HOURS OF WORK:**
   a. Eight (8) hours per day, except when shift work is established, shall constitute a work day.
   b. Forty (40) hours within five (5) consecutive days shall constitute the work week. The work week shall extend from Sunday to Saturday.
   c. Shift work may be established by the parties by mutual consent.

3. **REPORTING AND MINIMUM COMPENSATORY TIME:**

4. **SALARIES:**
   a. Commencing the pay period beginning July 1, 2018, all classifications covered by this Agreement shall receive a four percent (4%) General Wage Increase (GWI).

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1. Year two (2), effective July 1, 2019, all classifications covered by this Agreement shall receive a GWI of three percent (3%).

2. Year three (3), effective July 1, 2020, all classifications covered by this Agreement shall receive a GWI of three percent (3%).

b. Commencing the pay period beginning July 1, 2018, employees covered by this Agreement shall pay seven percent (7%) of the employee contribution to PERS.

c. Economic benefits are defined as: salaries, health and dental insurance, life insurance, and retiree health benefits.

d. Step increases will be granted upon the successful completion of probation of six (6) months, unless extended. The second step increase shall occur one year after the date of hire. Subsequent step increases shall occur in increments of one (1) year thereafter.

e. Effective July 1, 2012, Local 1245 members with twenty (20) years of uninterrupted service with DISTRICT, excepting that interruption in service due to DISTRICT layoffs, shall be entitled to a one and one-half percent (1½%) salary longevity increase. In the event of DISTRICT layoff, the member must return to work within two (2) years after the layoff to obtain the benefit of this provision. Time while laid off will not count as time served.

f. DISTRICT shall contribute on behalf of those employees in the employee classifications represented by Local 1245 the employee’s contribution to the
Public Employees Retirement System (PERS) as required by said System, and
two percent (2%) at age fifty-five (55), except as may be modified by this
Agreement. AB340 created new pension formulas for employees hired after
January 1, 2013, that are new members of PERS. “New” is defined as (1) never
having been a member of PERS or (2) having been out of the system for six
months or more. For “new” members, the formula is two percent (2%) at age
sixty-two (62).

g. No employee shall suffer a reduction in pay as a result of this Agreement.

h. In the event DISTRICT gives a salary increase and/or economic benefit,
as defined hereinabove, to any employee of DISTRICT, the employees covered
by this Agreement shall be entitled to the same salary increase and/or economic
benefit, as defined hereinabove, given to other DISTRICT employees. The
parties hereto agree that the provisions of this subparagraph are not applicable
to any salary increase and/or economic benefit provided to the General Manager,
Assistant General Manager, Recreation Superintendent, Finance Director,
Human Resources manager, Maintenance Superintendent, and/or Administrative
Support Supervisor, and any part-time employee earning less than Step 1 of the
starting Maintenance Worker salary as of July 1, 2015. Part-time employees who
are earning in excess of Step 1 of the starting Maintenance Worker salary as of
July 1, 2015, are exempt from the provisions of this subparagraph. Pursuant to
the coordinated bargaining negotiations consisting of representatives of Local
1245, SEIU and DISTRICT, the in lieu of/stipend and vision plan provisions if not
utilized by IBEW members, but rather, by SEIU members or other employees of
DISTRICT shall not trigger the provisions of the "me too" clause as set forth herein.

i. An employee with a valid Class B license shall receive a two and one-half percent (2½%) pay differential for the day of use only.

5. **OVERTIME AND HOLIDAY COMPENSATION:**
   a. Time off shall be taken by all employees in lieu of monetary compensation for all overtime or holiday work as provided in paragraphs 5b and 5c.
   
   b. All employees covered by this Agreement shall be granted Compensatory Time Off (CTO) in lieu of monetary compensation at the rate of time and one-half (1½). Overtime is defined as any work in excess of eight (8) hours per day and forty (40) hours per week, except in the case of a modified work schedule, and in that instance overtime is defined as any work in excess of the scheduled work day and scheduled work week. Any employee who is required to work a fixed paid holiday shall be entitled to holiday CTO for time actually worked. If a holiday falls on an employee's day off, the employee shall be entitled to receive eight (8) hours of holiday compensatory time.
   
   c. Hours of work for purposes of overtime calculation includes all hours in paid status including vacation time off, compensatory time off, and holiday time. Overtime shall not include call outs. Employees shall receive a minimum of two (2) hours regardless of time worked on a call out.
   
   d. For all hours worked on any holiday set forth in paragraph 19 of this Agreement, the employee shall receive double compensatory time off.

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e. Assuming an employee covered under this Agreement, after having been released, receives an official work-related phone call at home and conducts DISTRICT business (i.e. system alarms, that can be reset remotely, assisting DISTRICT crews in the field performing emergency or pre-arranged work) without the need to report to a jobsite during non-working hours, DISTRICT agrees to compensate said employee for fifteen (15) minutes of overtime for the first call, regardless of how long the first call is. Successive calls related to the initial occurrence shall not be compensated but new calls received meeting the above criteria until the employee returns to work on a regularly scheduled work day shall be compensated at fifteen (15) minutes each. For the purposes of this section, "conducts DISTRICT business" it is implied that actual business did transpire during the call, not merely replying to a missed call or voicemail.

6. **TRANSFERS AND ASSIGNMENTS:**
   
a. DISTRICT shall have the right to transfer or assign employees (temporarily), regardless of their seniority status job classification to another classification to cover for employees who are absent in order to fill temporary vacancies, or to take care of unusual conditions or situations which may arise.

   (1) In no case shall a temporarily transferred or assigned employee suffer a loss in pay as a result of such transfer or assignment.

   (2) When an employee is temporarily transferred or assigned to perform the duties of an employee in a higher classification, as determined by DISTRICT, such transferred employee shall receive the rate of pay applicable as if the employee were promoted to such position for each day such work is performed.

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beginning on the fifth (5th) cumulative day worked in any calendar year. The wage rate for an employee working at a higher position on a temporary basis shall be placed at Step 1 for the range or such step as is necessary to provide not less than a five percent (5%) increase in salary.

(3) The commencement and termination of each such temporary transfer or assignment shall be immediately reported by the employee's supervisor on the Activity Pay Request form designated for that purpose by DISTRICT's General Manager. The employee involved shall promptly receive a copy of each such completed form.

b. When an employee is transferred or assigned to a position within a higher pay range, such employee shall have the right to remain in such higher-rated position as long as he or she performs satisfactorily and the need for filling such position on a temporary basis continues to exist. DISTRICT retains the right to rotate employees of a similar title into temporary assignments.

(1) A temporary transfer/assignment may exceed six (6) months.

c. Any employee temporarily transferred or assigned pursuant to this paragraph shall not acquire any permanent title or right to the position to which such employee is so transferred or assigned, but shall retain his or her seniority in the permanent classification from which such transfer or assignment was made.

7. **GROUP HEALTH INSURANCE:**

a. During the term of this Agreement, DISTRICT shall pay one hundred percent (100%) for the maintenance of an employee's group health plan, except as set forth below; eighty percent (80%) for the maintenance of an employee plus one (1)
dependent's group health plan, except as set forth below; and seventy percent (70%) for the maintenance of an employee and family group health plan, except as set forth below.

b. For the purposes of the group health insurance cap on the payment of any increases in the cost of said health insurance during the life of this Agreement, the medical insurance rates for calendar years 2018, 2019, and 2020 shall be at the insurance rate for calendar year 2018. The cap rate for calendar year 2021 shall be at the 2021 insurance rate.

c. During the term of this Agreement, DISTRICT's share of any increase in the cost of the group health plan for an employee shall not exceed One Hundred Dollars ($100.00) per month for the life of this Agreement. Any excess over One Hundred Dollars ($100.00) per month shall be paid by the employee.

d. During the term of this Agreement, DISTRICT's share of any increase in the cost of the group health plan for an employee plus one (1) dependent it shall not exceed One Hundred Fifty Dollars ($150.00) per month for the life of this Agreement. Any excess over One Hundred Fifty Dollars ($150.00) per month shall be paid by the employee.

e. During the term of this Agreement, DISTRICT's share of any increase in the cost of the group health plan for an employee and greater than one (1) dependent (family) shall not exceed Two Hundred Fifty Dollars ($250.00) per month for the life of this Agreement. Any excess over Two Hundred Fifty Dollars ($250.00) per month shall be paid by the employee.

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f. Employees who opt to decline health insurance provided by DISTRICT shall receive a Two Hundred Twenty-five Dollar ($225.00) monthly in lieu of payment. In order to qualify for this payment the employee must provide to DISTRICT proof of health insurance coverage throughout the term of this Agreement.

   g. DISTRICT shall provide full-time employees with a vision plan, attached hereto as Exhibit 1 and incorporated by reference herein, designated as Plan C, with a Ten Dollar/Twenty-five Dollar ($10.00/$25.00) co-pay. DISTRICT shall pay seventy-five percent (75%) of the plan cost and the employee shall pay twenty-five percent (25%) of the plan cost.

8. **RETIREE HEALTH PLAN INSURANCE:**

   a. DISTRICT shall pay the premium for the health plan for an employee and one dependent of an employee after the employee retires as provided in paragraphs 7 and 8 of this Agreement. In order to be eligible upon retirement for said health plan, an employee commencing employment after January 1, 1996, must have served twenty (20) years as a full-time employee with DISTRICT in order to qualify for the aforementioned health plan. The monetary obligation to pay for the health plan for the employee and one dependent pursuant to this paragraph shall not exceed Four Hundred Thirty-two Dollars ($432.00) per month in the aggregate. Upon the death of the retiree, the DISTRICT will continue paying the health insurance premium for the life of the retiree’s designated dependent provided that the dependent had the relationship of spouse or dependent child of the retiree at the time of the retirement of the retiree. The entitlement of a dependent child under this provision is during the child’s dependency.

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b. The provisions of those agreements in effect when each existing employee commenced his/her employment with DISTRICT shall apply for the health insurance coverage upon retirement; the foregoing provision only applies to employees who began their employment after January 1, 1996.

c. DISTRICT agrees to pay for a health plan in the amount of Four Hundred Thirty-two Dollars ($432.00) per month for the retiree should the retiree move out of state. DISTRICT requires proof of insurance in the new state before any payment is made on the new plan. This provision does not affect any of the vesting requirements set forth above.

9. **DENTAL PLAN:**

DISTRICT shall pay the premium for each employee and all dependents of each employee for a dental plan inclusive of the limited orthodontic coverage in effect at the commencement of this Agreement. The coverage under this plan shall be the sum of One Thousand Six Hundred Dollars ($1,600.00) per year per covered employee plus dependent(s). During Open Enrollment, employees covered under this Agreement shall have the option of enrolling in plans offered by the provider with higher coverage amounts and shall pay any additional premium costs in excess of the DISTRICT’s normal contribution rate through payroll deduction.

10. **THIRD LEVEL 1959 SURVIVOR BENEFITS:**

DISTRICT shall provide, at no cost to the employee, the third level 1959 Survivor Benefits as provided by Government Code Section 21382.4.

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11. **457 PLAN:**

A 457 Plan will be made available to full-time employees commencing with the start of their employment.

12. **GROUP LIFE INSURANCE:**

DISTRICT shall provide group life insurance in the amount of Fifty Thousand Dollars ($50,000.00) for each employee during the term of this Agreement.

13. **SICK LEAVE:**

   a. Employees shall accumulate sick leave at the rate of one (1) day for each full month of service or major fraction thereof.

   b. Sick leave may be taken in (.25) hour increments.

   c. Sick leave may be accumulated to an unlimited amount.

   d. If a holiday(s) occurs during a period when an employee is absent from work on sick leave, the holiday(s) shall not be deducted from his/her accrued sick leave.

   e. A doctor's certificate shall be required by DISTRICT for sick leave in excess of three (3) days.

   f. During an employee's probationary period of employment, sick leave will be accumulated and will be available for use during the probationary period.

   g. In order to receive sick leave compensation while absent from work and to ensure that the DISTRICT is aware that the employee will not be at work, the employee shall notify his or her immediate supervisor prior to the beginning of his/her work day but not later than one hour after the beginning of his/her shift. If the employee is unable to

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speak directly to his/her supervisor the employee shall leave a message on the supervisor's voice mail and shall call the main office when it opens and inform staff of the absence. The employee shall speak directly to the office staff, not leave a message.

h. Employees on sick leave for more than thirty (30) days shall accumulate annual leave and sick leave in the same manner as if the employee had worked, except for those employees taking catastrophic leave as set forth below.

i. Employees receiving State Disability Insurance (SDI) benefits for a period of ninety (90) days shall not accumulate annual and sick leave after the ninetieth (90th) day of receiving said benefits.

j. Employees who are off work due to SDI and qualify for a step increase within thirty (30) days of the disability/injury shall receive the increase; however, employees who are scheduled to receive a step increase subsequent to that period shall not receive it until they return to work.

k. Sick leave is defined as the necessary absence from duty because of: (1) illness or non-occupational injury; (2) dental, eye, medical, and/or other physical or medical examinations or treatment by a licensed practitioner; and/or (3) absence from duty to care for the employee's relative pursuant to the Family Leave Act.

l. If an employee is ill, sick leave will be used if they have sick leave accumulated and, if they do not have it accumulated, then vacation will be used as the alternative. However, if the employee has at or near the maximum annual accumulation of vacation, he/she can use vacation in lieu of sick leave or, if the employee is within two (2) years of retirement, the employee can opt to use vacation in lieu of sick leave.

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An employee who has no sick leave accumulated but has comp time accumulated may use comp time in lieu of sick leave.

14. **SICK LEAVE PAYOUT:**
   
a. Commencing July 1, 2005, the DISTRICT shall comply with the provisions of Government Code Section 20840 and other statutes governing sick leave payout; however, if not in conflict with said statutes, it is agreed that all employees with fifteen (15) or more years of service with DISTRICT shall be entitled to a lump sum payment for their accumulated sick leave in the event of resignation, retirement, death or a layoff initiated by DISTRICT. The lump sum payment shall be seventy-five percent (75%) of the accumulated sick leave, not to exceed payment for a maximum of ninety (90) working days of accumulated sick leave. The language in this paragraph shall be applicable to employees hired on or after January 1, 2000, only. Employees hired prior to that time shall be governed by the language set forth in the agreement terminating December 31, 1992, wherein it is stated that all employees with ten (10) or more years of service with DISTRICT shall be entitled to a lump sum payment for their accumulated sick leave in the event of resignation, retirement, death, or a lay-off initiated by DISTRICT. The lump sum payment in that instance shall be seventy-five percent (75%) of the accumulated sick leave, not to exceed payment for a maximum of ninety (90) working days of accumulated sick leave.

b. Unused sick leave may be converted to retirement credit in a manner consistent with existing law, at the time of retirement.

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15. **ANNUAL LEAVE:**

a. During the first five (5) years of employment with DISTRICT, an employee shall be granted fifteen (15) days annual leave per year; after five (5) years employment, an employee shall be granted twenty (20) days annual leave per year. Annual leave may be taken in .25 hour increments.

b. Annual leave may be accumulated up to a total of forty-five (45) days (not more than three hundred sixty (360) hours). Once an employee accumulates three hundred sixty (360) hours of annual leave, no additional annual leave shall be accumulated beyond three hundred sixty (360) hours. Annual leave earned over three hundred sixty (360) hours shall be forfeited by the employee unless there are extenuating circumstances determined by the General Manager or his designee. The employee shall not be penalized for any delay on the part of the DISTRICT in posting annual leave; however, it is the responsibility of the employee to track his/her annual leave. Requests for the use of annual leave to ensure that the employee not exceed three hundred sixty (360) hours shall not be unreasonably withheld by the DISTRICT.

1. Annual leave buyback program based on a calendar year: If an employee uses any annual leave during that year, they can apply only once during December 1st through 15th to sell back time that year up to sixty (60) hours. It is a "one (1) hour used for one (1) hour sellback". For example, if an employee uses thirty-two (32) hours of annual leave, at the end of the year the employee can sell back thirty-two (32) hours. In order to qualify, besides using annual leave, an employee must have two hundred sixty (260) hours of annual leave in their account at the time of requesting to sell their hours.

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c. If a holiday(s) occurs on a period during which an employee is taking his/her annual leave, said holiday(s) shall not be considered a day of annual leave used by that employee.

d. During the six (6) month probationary period annual leave will be accumulated but not available for use by an employee.

16. **POSTING SICK LEAVE AND ANNUAL LEAVE:**

   DISTRICT shall post the accrued sick leave, compensatory time, annual leave, and other forms of leave on each employee’s paycheck for the term of this Agreement.

   Sick leave, annual leave, and compensatory time may be taken in quarter (.25) hour increments.

17. **SPECIAL LEAVE:**

   a. Each employee occupying a regular full-time position shall be eligible for paid Bereavement Leave up to a maximum of four (4) working days per bereavement for the death of an employee’s husband, wife, parent, brother, sister, child, grandparent, grandchild or registered domestic partner, or the corresponding relation of the employee’s spouse, provided:

   (1) The employee notifies DISTRICT of the purpose of his/her absence on the first day of such absence;

   (2) The absence occurs on the day during which the employee would have worked but for the absence;

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(3) The employee, when requested, must furnish proof satisfactory to
DISTRICT of the death, his/her relationship to the deceased, the date of the funeral,
and the employee's actual attendance at such funeral;

(4) If the employee is required to travel one thousand (1000) miles or
greater for the purposes of the Bereavement Leave, the employee will be entitled to a
total of five (5) days of bereavement leave; and

(5) Bereavement Leave which exceeds, for any reason, four (4) days
(or, if applicable, five (5) days) may be deducted from the employee's annual leave if the
same is available; if not available, deducted from sick leave.

b. DISTRICT agrees to establish a Catastrophic Leave Bank to assist
employees who have exhausted accrued leave time due to a serious or catastrophic
illness or injury. The Leave Bank will allow other DISTRICT employees to donate time
to the Leave Bank so that the applicable employee can remain on a paid status for a
longer period of time, thus partially ameliorating the financial impact of the illness, injury
or condition.

c. The particulars of the manner in which the Catastrophic Leave Bank may
be utilized is/are set forth in the DISTRICT policies.

(1) Donated sick leave will be deducted from the employee’s sick leave
balance on a day for day basis. Sick leave donations must be in minimum four (4) hour
increments. In order to donate, the donating unit member must have at least five (5)
days of accrued sick leave remaining after the donation.

(2) The requirements for the catastrophic leave bank as set forth in
Rule and Regulation (RR) 2040 are attached hereto and incorporated by reference

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herein. In the event that the catastrophic leave balance becomes unreasonably low, the committee administering the catastrophic leave bank may recommend to the General Manager that the minimum donation be increased to eight (8) hours and the General Manager, in the exercise of his/her discretion, may make the change.

d. DISTRICT agrees to comply with the California Family Leave Act (CFLA) and the rules and regulations promulgated in implementing the Act, as required by law.

18. **JURY DUTY:**

Employees who are required to serve on jury duty shall receive their regular straight time rate of pay, less all jury pay received.

Time spent in awaiting impaneling for jury service is to be considered covered time under this paragraph. In the event that the employee is released from jury duty with one-half (½) day or more remaining, the employee shall return to work for the remainder of that day.

In the event the compensation or any other aspect of the jury duty is substantially changed, the parties shall meet and confer regarding the changes within a reasonable time after the changes are made or publicized.

19. **HOLIDAYS:**

a. Thirteen and one-half (13½) holidays per year shall be observed during the life of this Agreement:

   (1) Independence Day     July 4
   (2) Labor Day            1st Monday in September
   (3) Columbus Day         2nd Monday in October
   (4) Veterans Day         November 11

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(5) Thanksgiving Day
(6) The day after Thanksgiving Day
(7) One-half day on Christmas Eve Day
(8) Christmas Day
(9) New Year's Day
(10) Martin Luther King Birthday
(11) Washington's Birthday
(12) Cesar Chavez
(13) Memorial Day
(14) Floating

b. If any of the above enumerated holidays falls on a Saturday, the preceding Friday shall be observed. If any of the above enumerated holidays falls on a Sunday, the following Monday shall be observed.

c. The holiday commonly known as Lincoln's Birthday shall be designated as a floating holiday to be used by the employee at any time during that calendar year, if not used in the same calendar year as it occurs, it is waived. Employees shall give his/her supervisor thirty (30) days notice prior to the exercise of the floating holiday.

20. **STATE DISABILITY INSURANCE**

State Disability Insurance shall be available to Local 1245 employees at their expense. Employees shall file for State Disability Insurance when they are off work for greater than seven (7) days.
21. **NEW EMPLOYEES AND PROBATIONARY PERIOD:**
   a. All new employees shall serve a period of six (6) months in which their status as an employee with DISTRICT is probationary.
   b. New employees serving their period of probation may be terminated at the will of DISTRICT.
   c. A "new employee" is any person who has not previously been employed by DISTRICT on a full-time basis, or who has previously been employed by DISTRICT on a full-time basis but whose services had been terminated by the employee's voluntary acts or for unsatisfactory performance by DISTRICT.

22. **LAYOFFS/BUMPING PROCEDURES:**
   a. Layoffs shall be by seniority. Seniority shall be determined by the date of hire in permanent status. The definition of layoff includes position elimination, classification elimination in order to trigger rights under the Agreement. The DISTRICT shall use reasonable efforts to compile a list of more essential and less essential part-time positions with the understanding that the DISTRICT shall make every effort to lay off the less essential part-time employees before laying off any permanent employee covered by this Agreement.
   b. In order to bump to a new position, the employee shall have held the position before and performed satisfactorily in that position. In order to exercise bumping rights pursuant to the Agreement, the employee must choose to do so within five (5) work days.
   c. Employees bumping other employees must accept the current salary, hours, and working conditions of the bumped employee.

June 14, 2018
d. An employee bumping another employee in a lower class shall receive the highest salary of the new range that does not exceed the employee’s pay rate prior to bumping.

e. Employees may waive their bumping right to an available position in writing to the General Manager within five (5) working days of receiving the notice of layoff. Employees who waive their bumping rights within the time limits shall not be considered to have resigned nor lose their current position on the layoff eligibility list.

f. Employees will be recalled in the reverse order of the layoff.

g. DISTRICT will make every effort to lay off employees within the below-listed categories before laying off any permanent employee covered by this Agreement.

(1) All part-time employees working in both the Maintenance Division and Buildings and Trades.

(2) All visitor service part-time employees.

In the event that additional personnel cuts are required, Local 1245 and DISTRICT will meet and confer to discuss the layoff(s) of additional part-time employees.

23. **VACANCIES:**

It is DISTRICT’s preference to fill all vacancies from within the present ranks of employees when interested employees are qualified, available, and willing to accept the promotion.

24. **SAFETY:**

DISTRICT and Local 1245 shall establish a joint safety committee.

(a) Mission.

June 14, 2018
Promote, develop and advise the DISTRICT management and Board of Directors on safety standards and procedures for all DISTRICT employees.

Participate in planning and developing safety training programs.

Review facilities, equipment, work practices or working conditions which are brought to the attention of the committee and recommend the action(s) to be taken to correct those situations deemed unsafe. Review all accident reports and make recommendations accordingly.

(b) Membership.

The General Manager shall appoint the chairman/safety coordinator to serve a one (1) year term.

The safety committee chairperson shall be selected from the safety committee members.

The safety committee membership will consist of two (2) Local 1245 representatives; two (2) SEIU representatives; and one (1) representative from the DISTRICT administration.

The departmental supervisors, in compliance with the Local 1245 requirements, will make recommendations for member appointments.

The General Manager shall approve all appointments and appoint a member of the safety committee as chairman/safety coordinator to serve a two (2) year term. All other members of the committee will serve a two (2) year term.

(c) Safety Committee Meetings.

Safety committee meetings will be conducted once a month.

Attendance by committee members is mandatory.

June 14, 2018
Minutes shall be scribed by the recording secretary, and kept on file by the safety coordinator.

(d) Duties of Safety Committee.

Each member of the safety committee will actively seek out safety issues among their divisions and present the information to the committee. Each member of the safety committee will relate all information presented at committee meetings to their division/section.

(1) An accident investigation team will be selected from the safety committee members to investigate all accidents involving public and DISTRICT employees including vehicle and equipment accidents.

(2) Submit written report to safety coordinator as to the cause of an accident and recommendation(s) as to steps that should be taken to correct cause of accident. Safety coordinator will submit report to General Manager (risk manager).

(3) Recommend to chairman/safety coordinator inspections that should be made of certain work areas.

(4) Report to chairman/safety coordinator unsafe work areas and unsafe equipment.

(5) Suggest to chairman/safety coordinator methods for safer working methods, safer work areas and safer operation of equipment.

(6) Present a safety awareness informational item at safety committee meetings. Presentation will be made by a committee member on a rotating basis.

June 14, 2018
(7) Safety committee members will be responsible for organizing regularly safety meetings in their division. These meetings may be included in regularly scheduled staff meetings.

(8) Provide suggestions of safety tips for employee newsletter.

(e) Chairman/Safety Coordinator

(1) The chairman/safety coordinator shall be appointed by the General Manager.

(2) The chairman/safety coordinator will be responsible for coordinating the safety program and for stimulating interest in safety.

(3) Shall become knowledgeable about all pertinent safety regulations involving DISTRICT personnel.

(4) Shall inform safety committee members, and the DISTRICT’s General Manager and the risk manager or appointed designee of new pertinent safety regulations.

(5) Shall submit written recommendations to the risk manager for improving safety.

(6) To help ensure safe working conditions, may call for OSHA or fire inspections as determined necessary.

(7) Shall assist the risk manager in developing safety education programs.

(8) Shall keep a record of all on-the-job accidents of DISTRICT employees.

(9) Shall prepare a yearly report of all accidents.

June 14, 2018
(10) Train and orient incoming safety coordinator.

(11) Summit an approved copy of the safety committee minutes for inclusion in the General Manager's monthly Board report.

(12) Prepare an agenda for the safety committee meeting.

(13) Facilitate the safety committee meetings.

(14) Submit in written form all safety committee recommendations and pertinent information to the General Manager for review.

(f) Recording Secretary

(1) Record minutes of safety committee Meetings.

(2) Prepare an agenda for safety committee meetings.

(3) Submit minutes to chairperson for review and distribute to committee members.

(4) Recording secretary term is to be one (1) year, and rotated at the first (1st) meeting in January.

25. **UNIFORMS:**

Employees shall wear uniforms provided by DISTRICT while on the job. DISTRICT will provide five (5) pairs of shirts and pants upon employment and two (2) pairs of shirts and pants each year thereafter. Uniforms will be replaced by the DISTRICT when damaged or otherwise unsuitable for use in public on an as-needed basis as determined by DISTRICT.

a. DISTRICT shall provide Local 1245 employees with a One Hundred Fifty Dollar ($150.00) yearly boot allowance. In order to obtain the boot allowance, Local
1245 employees must purchase boots suitable for work and provide DISTRICT with written evidence thereof.

b. DISTRICT will provide employees all applicable Personal Protective Equipment (PPE) as required by California Code of Regulations Title 8 in relation to the tasks/work performed for the DISTRICT, including but not limited head, eye, hand, and hearing protection.

c. DISTRICT will provide prescription safety glasses that meet American National Standards Institute (ANSI) Z-71 ratings (or any subsequent standard update(s)). The DISTRICT will cover the cost of such safety glasses for basic ANSI rated frames and lenses (clear or basic tinting) not to exceed two hundred dollars ($200.00); additional optional items such as, but not limited to, “no-line bi-focal”, specialty lense colorings or coatings, shall be at the employee’s expense. Employees will be required to turn in an itemized receipt for reimbursement by the DISTRICT, unless the DISTRICT secures a third-party provider for prescription safety eyewear and covers the appropriate aforementioned costs.

- The DISTRICT’s obligation shall be to provide prescription safety glasses at intervals of no less than two (2) years except for extenuating circumstances beyond the employee’s control (i.e. significant change to the employee’s prescription). Broken, damaged and/or lost prescription safety eyewear, determined not to be caused by negligence, will be replaced by the DISTRICT on an as-needed basis.
26. **LETTERS OF REPRIMAND:**

Provided that no additional incident occur of a like nature, letters of reprimand shall be removed from the employee's personnel file two (2) years after the date of the incident at the written request of the employee.

27. **NON-DISCRIMINATION:**

Local 1245 and DISTRICT agree that there will be no discrimination in the hiring and/or upgrading of any employee because of race, color, religious belief, national origin, sex, disability or age.

28. **EDUCATION AND TRAINING BY DISTRICT:**

DISTRICT acknowledges that the education and training of Local 1245 employees is beneficial to DISTRICT, Local 1245 employees, and the general public. When requested and subject to available funding, DISTRICT shall provide qualified training and education to Local 1245 employees.

Attendance of DISTRICT sanctioned training and/or educational opportunities during an employee's regular work hours is considered time worked. For the purposes of this section, an employee's regular work hours may be reasonably adjusted to accommodate the hours of the training/educational event, however, any travel time associated to and from such training shall be compensated at the appropriate rate of pay.

June 14, 2018
A. Should an employee attending such a training and/or educational opportunity need to leave prior to the regularly scheduled end of the event for reasons other than being officially released by the event’s instructor, the employee shall obtain supervisory approval first.

B. Should an employee attending such a training and/or educational opportunity be officially released two (2) hours or more prior to the regularly scheduled end of the event, the employee shall obtain supervisory approval first to confirm:

1. Fully paid release for the remainder of the work day (i.e. for travel time etc.).
2. Return to the employee’s headquarters for the remainder of the day.

For the purposes of A & B above, the employee shall notify his or her immediate supervisor, however, if the employee is unable to speak directly to his/her supervisor the employee shall leave a message on the supervisor's voice mail and shall call the main office during business hours. The employee shall speak directly to the office staff, not leave a message. Failure to adhere to A & B above, including arriving late to class without a bona fide reason outside of the employee’s control, may lead to disciplinary action.

Training and/or education under this program require the prior approval of the DISTRICT General Manager and/or DISTRICT’s General Manager's designated

June 14, 2018
representative, must be job related, and in some way benefit the employee and DISTRICT. Additionally, the DISTRICT shall cover the costs of all recertification and testing associated with such training and or education if maintaining such is required by the classification.

29. **PROCEDURE FOR GRIEVANCE:**

a. The term "grievance" means any dispute with respect to the application, interpretation or enforcement of this Agreement, as well as to questions or mediation hereunder.

b. Procedures for settlement of grievances:

   (1) **First Step:** Any employee who believes that he/she has a grievance shall discuss such grievance with her/her immediate supervisor (designated for that purpose by the department head), with or without a Local 1245 representative, within five (5) regularly scheduled working day of the occurrence or knowledge of the event over which the employee believes he/she is aggrieved. The immediate supervisor shall orally answer the grievance within two (2) regularly scheduled working days.

   (2) **Second Step:**

   (a) If the employee is dissatisfied with the immediate supervisor's answer and desires to pursue the matter, the grievance shall then be

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June 14, 2018
reduced to writing and submitted to the division head or his/her designee within seven (7) scheduled working days after receipt of the immediate supervisor's oral answer.

(b) The written grievance must:

(i) State the facts upon which it is based;

(ii) State when the event occurred;

(iii) Specify the paragraph(s) of the agreement allegedly violated;

(iv) Specify the desired resolution; and

(v) Be signed by the employee and the Local 1245 Business Representative or his/her designee.

(c) Within three (3) regularly scheduled working days following appropriate submission of the written grievance, the division head and/or his/her designee, who has authority to resolve the grievance, shall meet with the employee and a Local 1245 representative to discuss the grievance. A written answer shall be given to the department head or his/her designee to the employee and the Local 1245 representative within five (5) regularly scheduled working days after the date of this Second Step meeting.

(3) Third Step:

(a) If Local 1245 and employee are dissatisfied with the Second Step answer and decide to pursue the matter, the Local 1245 Business Representative or his/her designee shall notify the DISTRICT General Manager in writing of their appeal within five (5) regularly scheduled work days after receipt of the Second Step answer.

June 14, 2018
(b) Within ten (10) regularly scheduled work days, the General Manager will make a decision regarding the appeal and notify Local 1245 and the employee of the decision.

(4) Fourth Step:

(a) If Local 1245 and employee are dissatisfied with the Third Step answer and desire to pursue the matter, the Local 1245 Business Representative or his/her designee shall notify DISTRICT General Manager in writing of their appeal within five (5) regularly scheduled working days after receipt of the Third Step answer.

(b) Within ten (10) regularly scheduled working days after receipt by the said DISTRICT General Manager of Local 1245 and employee's notice of appeal, the grievance shall be reviewed and discussed at a meeting between the Grievance Committees of Local 1245 and DISTRICT. Within five (5) regularly scheduled working days after the date of said meeting, a written answer shall be given by DISTRICT's Grievance Committee to Local 1245's Grievance Committee, with a copy to the employee.

(5) Fifth Step:

(a) If Local 1245 and the employee are dissatisfied with the Fourth Step answer and desire to pursue the matter to non-binding mediation they shall so advise DISTRICT in writing within ten (10) regularly scheduled working days after receipt of the Fourth Step answer.

(b) Such notice to DISTRICT shall specify the reasons the Fourth Step answer is considered unacceptable, that the matter is being referred to
non-binding mediation and the name of Local 1245's representative for purposes of selecting an impartial mediator.

(i) DISTRICT and Local 1245 representatives shall jointly and promptly select an impartial mediator with whom they or their representative shall meet and to who they shall present the facts and their respective positions concerning the grievance.

(ii) The impartial mediator shall have such reasonable time that he/she may require within which to render his/her decision, which at the parties' option may not be binding.

(iii) The impartial mediator shall not have any authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the application and interpretation of the Agreement as written.

(iv) The expenses and fees of the impartial mediator shall be shared equally by the parties.

(c) In the event DISTRICT and Local 1245 are unable to agree mutually upon an impartial mediator, the California State Mediation/Conciliation Service shall be requested to submit a list of seven (7) recognized and qualified mediators to the parties. Immediately upon receipt of said list, said DISTRICT and Local 1245 representative shall alternatively strike a name from the list, and the last name remaining shall be designated as the impartial mediator.

(d) The time limits at any step of the Grievance Procedure may be extended or waived by mutual agreement between the parties. Failure on the part of Local 1245 and/or employee to meet the specified time limit(s) shall preclude further
processing of the grievance. Failure on the part of DISTRICT to meet such time limit(s) shall mean that the grievance has been granted in favor of the employee, and it will therefore not be necessary to proceed to the next step of the Grievance Procedure.

(e) Local 1245 representative(s) shall suffer no loss of pay from his/her/their regularly scheduled work for time necessarily spent investigating complaints and processing grievances hereunder.

(i) Local 1245's Grievance Committee shall consist of no more than two (2) employees provided; however, that Local 1245 may designate not to exceed two (2) members of the Grievance Committee to attend any meeting with DISTRICT for the purpose of processing grievances.

(ii) DISTRICT shall designate not to exceed two (2) representatives to attend joint Grievance Committee meetings.

(f) A grievance concerning matters directly affecting five (5) or more employees in the bargaining unit shall be filed not later than ten (10) regularly scheduled working days following the occurrence which is being grieved and shall be signed by the Chairperson of the Local 1245 Grievance Committee. Such grievance may be processed, at Local 1245’s option, starting at the Second or Third Step of the Grievance Procedure.

(g) Local 1245 shall promptly inform DISTRICT in writing as to the membership of Local 1245’s Grievance Committee and any changes in the makeup of said Committee.
(h) Wherever the words "regularly scheduled working days" are used in this Agreement, such words shall be defined as those days which are scheduled for work, inclusive of holidays recognized under this Agreement.

(i) Local 1245 representative shall notify their immediate supervisor as to their leaving the job on Local 1245 business. Reasonable advance notice must be given to include when and how long the person will be absent and when they are scheduled to return.

(j) No more than one employee representative may be gone from his/her job to represent Local 1245 on the same matter unless allowed for by the contract (i.e., Local 1245 negotiations and Grievance Committee).

30. PROCEDURE UPON NEGOTIATION OF A CONTRACT PRIOR TO EXPIRATION OF THIS AGREEMENT OR ANY PART THEREOF:

a. It shall be the right of DISTRICT employees, individually or collectively, to negotiate on matters of wages, hours, and working conditions, but not on matters involving the merits, necessity or organization of any service or activity provided by law.

b. DISTRICT's General Manager and/or his designated representative(s) shall negotiate in good faith with the recognized employees' organization. DISTRICT's Board of Directors may appoint a committee to assist the DISTRICT General Manager and/or his designated representative(s) in said negotiations.

c. Agreements reached between DISTRICT representatives authorized in subparagraph (b) above and the representatives of the recognized employees' organization shall be submitted in writing to DISTRICT's Board of Directors for its approval, modification, or rejection. All such agreements shall provide for expiration at

June 14, 2018
the end of the term fixed therein. Unless and until an agreement is reached through negotiations and approved by DISTRICT's Board of Directors or a determination is made through the mediation procedure hereinafter provided, no existing benefit or condition of employment shall be changed or eliminated.

d. Either party may provide written notice to the other party not less than one hundred and eight (180) days before the end of the term then in existence of its desire to terminate, change, amend or add to the agreement. Upon such written notification, both parties shall exchange a list of basic, non-comprehensive demands not later than one hundred and fifty (150) calendar days before the expiration of the then current agreement or any part thereof. Within ten (10) calendar days thereafter, Local 1245 shall exchange comprehensive proposals based on the basic list provided. Within ten (10) calendar days after the receipt of Local 1245's comprehensive proposals, the DISTRICT shall exchange its comprehensive proposals with Local 1245 from the basic list previously provided. It is understood by the parties that the only issues to be negotiated are those specific issues addressed by the expired portions of the agreement.

e. Collective negotiation shall commence at least one hundred thirty (130) calendar days before the expiration of the then current Agreement or any part thereof.

f. The parties may preliminarily agree in writing that items of the then current Agreement ought to be continued without change or revised without the need for any additional negotiations thereon, and upon such preliminary agreement being reached, said items shall be considered resolved and they shall be incorporated into the new Agreement directly from the preliminary Agreement.

June 14, 2018
g. All proposals not specifically addressed by the parties' list of basic, non-comprehensive demands shall be exchanged by the parties no later than the second (2nd) negotiation session.

h. If ninety (90) calendar days before the expiration of the current Agreement no agreement can be reached by the parties, or if DISTRICT's Board of Directors refuses to ratify the Agreement arrived at or modifies such Agreement in any manner unacceptable to the employee organization, the parties shall commence mediation.

i. Both parties shall agree upon a mediator before the expiration of the then current Agreement. The mediator will be provided by the California State Mediation/Conciliation Service.

j. If no agreement between the parties has been reached within twenty (20) calendar days after the start of mediation, the mediator shall be excused. The parties shall then agree upon a conciliator to deal with the issue(s) still in dispute. The impartial conciliator shall be provided by the California State Mediation/Conciliation Service or, if not available, from the American Arbitration Association or Federal Mediation/Conciliation Service. If the parties are unable to agree upon a conciliator, they shall select such person from a list of seven (7) names to be provided by the aforementioned organization utilized. Upon receipt of the list, the parties shall immediately alternately strike names from the list; the choice of the first strike to be determined by lot. The last remaining unstruck name shall be selected and scheduled as a conciliator. Each party shall put in writing its last best offer on each of the issues still in dispute and the conciliator shall have no power to modify or compromise the last best offers of either party. The conciliator shall hear the evidence presented and

June 14, 2018
consider all factors relevant to the issues from the standpoint of both employer and affected employees, including DISTRICT's financial condition. If one of the parties fails to submit its last best offer in a timely manner, then the conciliator shall be obligated to make an award incorporating the terms and conditions of the last best offer made by the party that has timely submitted its last best offer. The decision of the conciliator is not binding but advisory only. The non-binding decision of the conciliator shall be submitted to the DISTRICT Board of Directors for approval, modification, or rejection. The conciliator shall have a reasonable time as he/she may require within which to render his/her non-binding recommendation.

k. The costs of mediation including the scheduling of the mediator shall be borne equally by all parties. Hearings shall be conducted within the City of Vallejo and shall be closed to the public, unless otherwise mutually agreed upon by the parties with the concurrence of the mediator.

31. **COLLECTION OF UNION DUES:**

Upon written authority by an employee and approval by the Local 1245 Business Manager, or Secretary-Treasurer, or both, DISTRICT agrees to deduct, twice each month, from the accrued wages of each employee, after all other required deductions have been made, the sum certified as Union Dues, Fees and Assessments, and deliver the same to the Union Treasurer. The amount authorized to be deducted may be changed once each fiscal year, and such change will be made by DISTRICT not later than thirty (30) days following written notice of the change by Local 1245. Any
employee who has a written authorization in force with DISTRICT on the date this
Agreement is ratified by both parties or any employee who subsequently submits such
authorization shall be required to keep such authorization in force for the duration of the
Agreement. Employees who have authorized dues deduction may withdraw such
authorization up to thirty (30) days prior to the expiration date of this Agreement.

32. **LICENSES:**

DISTRICT shall reimburse employees for the cost of licenses required to perform
their respective jobs with DISTRICT. Prior approval from the Supervisor and
DISTRICT's General Manager and/or the designated representative of DISTRICT's
General Manager is required. This paragraph does not cover reimbursement for
California Driver's Licenses except for Class A and B licenses.

33. **BREAKS:**

   a. Two (2) breaks per day, not to exceed fifteen (15) minutes each, shall be
      granted to each employee.

   b. One (1) such break shall be granted in the first half of the shift and the
      other in the second half of the shift.

34. **USE OF DISTRICT FACILITIES:**

Employees may use DISTRICT facilities on a discounted basis not to exceed two
(2) times per year. When an employee utilizes said discount to reserve a facility under
his/her name, the DISTRICT's expectation is that the use of such facilities is only for the
employee and/or the group he/she is representing. This section is offered as a benefit
to DISTRICT employees and reservations made pursuant this section of the Agreement
shall not be used for any other purpose or for organization(s) not originally requested by

June 14, 2018

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the employee, nor shall the use of such facility space be sold, traded or utilized in any manner other than for the employee's original request and authorization. The reserving employee is expected to be on-site for the duration of the event. DISTRICT programs are not subject to this provision.

35. **EXISTING BENEFITS:**

All existing benefits and agreements which are presently enjoyed by the bargaining unit employees and which resulted by reason of Ordinance, Resolution or written Administrative Rule shall remain in full force and effect.

36. **PAY DAYS:**

Pay days shall occur on alternate Fridays.

37. **VALIDITY OF AGREEMENT:**

In the event that any provision of this Agreement shall at any time be declared invalid by a decision of any court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other provisions not so declared invalid shall remain in full force and effect. Any provisions so invalidated shall immediately become subject to renegotiation by the parties to this Agreement.

38. **SUPREMACY CLAUSE:**

a. This Agreement supersedes any rules, regulations or practices of DISTRICT which are contrary to or in conflict with the terms and provisions hereof.

b. Except as specifically provided in this Agreement, during the life of this Agreement no meet and confer sessions or collective negotiations on the matters of

June 14, 2018
wages, hours or working conditions shall take place without the mutual consent of the parties.

c. Where not negated or modified by the express provisions of this Agreement, the Board of Directors Policies and Procedures and the Personnel Policies of DISTRICT shall apply.

GREATER VALLEJO RECREATION DISTRICT, A Political Subdivision of the State of California

By ________________________

Gabriel Lanusse
General Manager


GREATER VALLEJO RECREATION DISTRICT, A Political Subdivision of the State of California

By ________________________

Gary Salvadori
Chairperson, Board of Directors


LOCAL UNION 1245 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A LABOR UNION

By ________________________

Thomas Dalzell
Business Manager, Local 1245 IBEW

Dated: [Signature], 2018.

By ________________________

Janval Macor
Local 1245 IBEW

By ________________________

Christopher Andrade
Negotiating Committee, Local 1245 IBEW

June 14, 2018
AGREEMENT APPROVED AS TO FORM:

Law Office of Chester A. Rogaski


By ________________________________
Chet Rogaski
Legal Counsel
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A SPECIAL SERVICE DISTRICT
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Greater Vallejo Recreation District

POLICY MANUAL

POLICY TITLE: Sick Leave
POLICY NUMBER: 2040

Full Time Employees

Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease or to care for sick immediate family members pursuant to the Family Leave Act. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided.

In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the beginning of the shift. If unable to speak to his/her supervisor, the employee shall follow the procedures outlined in the rules and regulations. A Doctor’s certificate shall be required for sick leave in excess of three (3) days.

Sick leave will accrue from the first day of employment and will be available for use by the employee during the initial probationary period.

All full time employees shall earn sick leave at the rate of twelve (12) days per year with unlimited accrual. If a holiday occurs while an employee is on sick leave, that day shall be considered as a paid holiday and not sick leave. At termination of employment for any reason, non-represented employees with ten (10) or more years of service shall be entitled to a lump sum payment for their accumulated sick leave. Eligibility requirements for represented employees are set forth in the Memorandum of Understanding applicable to the particular bargaining group. The lump sum payment shall be seventy-five percent (75%) of the accumulated sick leave not to exceed 90 workdays.

Disability Insurance (SDI)/Personal Family Leave (PFL)

Employees who file a claim and are determined eligible for State Disability Insurance (SDI) or Paid Family Leave will have their wages reduced by the amount of SDI or PFL received. Deductions from sick leave for employees on SDI/PFL will be calculated based on the reduced amount.

Employees on sick leave or disability for the same illness/injury more than ninety (90) calendar days will not accrue annual or sick leave.

Catastrophic Leave Bank

A Catastrophic Leave Bank (CLB) has been established to provide a means of obtaining additional sick leave days to allow an employee to stay longer on paid leave status when he/she is off work due to a major illness or injury. The CLB benefit is derived from voluntary contributions from participating employees. Eligibility for, use of, and donation requirements are set forth in the sick leave rule and regulation (RR2040).
Part-time / Temporary or Seasonal Employees

GVRD desires to be compliant with the "Healthy Workplaces, Healthy Families Act of 2014." Effective July 1, 2015, an employee who, on or after July 1, 2015, works for GVRD for more than 30 or more days within a year from the beginning of employment is entitled to paid sick leave. Leave will be used and accrued as outlined below.

Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employees regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015 whichever is later.

Any unused sick leave shall carry over to the following year of employment and will be capped at 48 hours or 6 days.

Unused sick leave will not be paid out at time of employee separation from the District for any reason. Any employee that resigns, quits, or otherwise terminates, the balance of sick leave is forfeited and reset to "0"

Part-time Employee Categories

- Part-time Employee (working less than average of 20 hours per week in a fiscal year.)
- Part-time employee (working an average of 20 hours per week or over 1000 hours in a fiscal year.
- Temporary employee (working on a specific project for no more than 100 days)
- Seasonal employee (working less than 1000 hours in a fiscal year)
- Part-time employee (CalPERS retired annuitant working no more the 960 hours in a fiscal year)
Greater Vallejo Recreation District

Rules and Regulations

POLICY NUMBER/TITLE: 2040 Sick Leave
Rule and Regulation: RR2040

Sick Leave Procedures

An employee who is sick or needs to take an unplanned day off shall notify his/her immediate supervisor prior to the beginning of his/her workday, but not later than one hour after the beginning of his/her scheduled shift. If the employee is unable to speak directly to his/her supervisor, the employee should leave a message on the supervisor's voicemail, and call staff in the main office or the lead worker. If there is no answer at the main office or you are unable to speak directly to the Lead Worker, continue calling until you reach a live person; do not leave a voicemail for the main office or Lead Worker. While it is permissible to contact co-workers to inform them of the absence, it does not relieve the employee of directly contacting his/her supervisor.

Leave slips for sick leave or unplanned time off are to be submitted the day the employee returns to work. Employees may use annual leave or comp. time in lieu of sick leave. However, sick leave may not be used in lieu of annual leave. For extended periods of absence sick leave, annual leave, and comp. time/executive leave must be used before an employee can withdraw from the Catastrophic Leave Bank (members only) or request a leave of absence.

Part-time / Temporary or Seasonal Employees Procedure:

- An employee may use accrued paid sick days beginning on the 90th day of employment.
- Sick Leave may be used in .25 (15 minutes) increments.
- GVRD shall provide paid sick days upon the oral or written request for an employee for valid reasons for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an employee who is the victim of domestic violence, sexual assault, or stalking.
- Paid sick leave is limited to 24 hours or three days in each year of employment.

A part-time employee who is sick or needs to take an unplanned day off shall notify his/her immediate supervisor prior to the beginning of his/her workday, but not later than one hour after the beginning of his/her scheduled shift. If the employee is unable to speak directly to his/her supervisor, the employee should leave a message on the supervisor's voicemail, and call staff in the main office or the lead worker. If there is no answer at the main office or you are unable to speak directly to the lead worker, continue calling until you reach a live person; do not leave a voicemail for the main office or lead worker. While it is permissible to contact co-workers to inform them of the absence, it does not relieve the employee of directly contacting his/her supervisor.
Catastrophic Leave Bank Guidelines

The purpose of the Catastrophic Leave Bank (CLB) is to provide a means of obtaining additional sick leave days to allow an employee to stay longer on paid leave status when he/she is off work due to a major illness or injury. The CLB benefit is derived from voluntary contributions from participating employees.

Eligibility for Membership:
To be eligible for membership in the CLB, the employee must:
- Be a qualified full time employee
- Be entitled to earn and use sick leave in the District.
- Passed his/her initial probationary period.
- Donate a minimum of eight (8) and a maximum of (40) hours’ leave credit(s) per calendar year
- Compensatory time may be used in lieu of accrued leave.
- Have 40 hours (or as stated in MOU’s) of earned sick leave or annual leave remaining after contributing the eight hours required for membership.

Donations:
Donations will be accepted from current members in January of each year. However, new employees may make a donation as soon as they are eligible for membership. The Administrative Support Supervisor will verify that the employee meets the eligibility requirements. Time donated will be deducted from employee's leave or compensatory time balances and converted to catastrophic sick leave hours. Donations of leave to the CLB are nonrefundable and nontransferable except in the event of termination of the CLB. The minimum of 400 hours and a maximum of 1000 hours have been established for said leave bank. In the event the CLB is terminated, the total days on deposit shall be returned proportionately to the current participating members and credited to their personal sick leave accruals rounded to the nearest quarter (.25) hour.

Administration:
A committee who will make recommendations to the General Manager regarding a withdrawal application shall administer the CLB. The committee shall be composed of three (3) members: one (1) representative from SEIU, one (1) representative from IBEW, and the Administrative Support Supervisor. The committee shall act with an affirmative or negative recommendation on all requests, and the General Manager shall make the final decision. Decisions of the committee and General Manager shall be final and cannot be appealed or grieved. The Administrative Support Supervisor shall maintain all records of the CLB.

The committee will meet at the end of each year to review the status of the CLB. If there have been no withdrawals in the current year and the minimum balance of 400 hours has been met, the committee may recommend to the General Manager to suspend contributions due in January of the following year. However, if a number of withdrawal requests come in during the year, which causes CLB minimum balance to dip below 400, the committee may reinstate the contribution requirement.

Withdrawal Conditions:
An employee may be able to apply for a withdrawal from the CLB when:
- the employee suffers a catastrophic illness or injury, defined as follows:
  o must be of a serious nature, not a passing disorder or temporary ailment; and
  o must require treatment by a certified health care provider;

Approved 2/2008
Revised 10/2010
Revised 12/2011
Revised 2/2015

RR2040-2
- normal pregnancies without complications and routine surgeries without complications are not considered to be catastrophic;
- the employee is an active member of the CLB in the year a withdrawal is requested and has been a member for thirty (30) calendar days;
- the employee has exhausted all earned leave and compensatory time;
- the injury or illness is not covered by Workers' Compensation even if the workers' compensation benefit has been exhausted;
- the employee is off pending a contested Workers' Compensation claim; repayment of the withdrawal shall be reimbursed should the claim succeed;
- the request is for the employee's personal illness or injury, not for an employee to take leave due to an illness or injury of a family member;
- At the time of application, there is no monitoring or disciplinary action for sick leave abuse.

Applying for a Withdrawal:

Should the member have an illness or injury, as defined above, necessitating the need for additional days, the member may submit a written withdrawal application from the CLB. The application should be initiated as soon as the member knows that all leave will be used before being released to return to work. The committee may refuse to consider an application that does not contain the following information:

- Information of the nature of the illness and/or extent of injury;
- date of initial onset of this particular condition;
- Anticipated return to work date.

If a member is critically ill or unable to file an application him/herself, the immediate supervisor or a family member may initiate the application.

Withdrawal applications should be submitted to the Administrative Support Supervisor, who will verify the employee is an active member of the CLB. The committee will meet, review the application, and forward its recommendation to the General Manager within 15 working days from the date the application is received. The General Manager will review and forward his decision to the member and the committee within five (5) working days. The Administrative Support Supervisor will coordinate with the employee and the payroll department to add approved withdrawal hours to the employee's leave accrual.

Members of the CLB are not necessarily entitled to any days or a set number of days. The number of hours granted, if any, will be determined by the committee who will consider the number of hours in the CLB, the number of pending requests and the nature and duration of the illness or injury. The limit on the number of hours a member may receive per request is 40 hours. A new withdrawal application is required for more hours with a maximum of 160 hours per incident. A member who returns to work before using all the withdrawn hours will return the unused hours to the CLB upon return to work.