July 1, 2018 through June 30, 2021

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021

AND

THE GREATER VALLEJO RECREATION DISTRICT

AGREEMENT BETWEEN
A. Bulletin board space will be made available to the UNION.

ARTICLE 4. UNION Rights
deductions for the UNION dues.
(COPA), provided that the deductions are made at the same time as the payroll
voluntary bi-weekly contribution to the UNION's Committee on Political Education
and such union dues, fees, and assessment, and deliver same to the officer designated by UNION.

B. The DISTRICT agrees to provide a payroll deduction for members to make a
any time.
change will be made by the DISTRICT, not later than thirty (30) days following the written
The amount authorized to be deducted may be changed once each fiscal year, and such
change will be made by the DISTRICT, not later than thirty (30) days following the written
notice of the change by the UNION. Employees are free to authorize these deductions at

ARTICLE 3. UNION Security
marital status, gender identification, sexual orientation or lawful union activities.
employee because of race, color, religion, belief, national origin, sex, disability, age,
The UNION and the DISTRICT agree that there will be no discrimination against any

ARTICLE 2. No Discrimination
designated representative for negotiations.
The UNION recognizes the General Manager or his designee as the DISTRICT's

and excluding all others.
Superintendent, Recreation Coordinator, Accounting Specialist, Accounting Assistant,
Middle Management Unit including: Administrative Support, Aquatic Coordinator,
work thirty-two (32) hours per week or more in the following units:
as the recognized employee organization for all non-seasonal employees scheduled to
UNION (SEIU), Local 1021 (hereinafter "UNION"), DISTRICT (hereinafter "DISTRICT") and SERVICE EMPLOYEES INTERNATIONAL
DISTRICT (hereinafter "DISTRICT") and SERVICE EMPLOYEES INTERNATIONAL
including June 30, 2021, by and between THE GREATER VALLEJO RECREATION
This Agreement is entered into the first (1st) day of July, 2018, continuing through and

ARTICLE 1. Recognition
D. Compensatory time must be used within forty-five (45) calendar days of being earned. The employer may make efforts to permit scheduling of earned compensatory time actually worked until relieved from duty.

E. If an employee works beyond two and one-half (2 1/2) hours, he/she shall receive compensatory time off at the rate of one and one-half (1 1/2) for time worked over and above the amount of time worked as overtime or by compensatory time off at the rate of one and one-half (1 1/2) times the regular straight time rate.

F. Employees who work overtime or who work more than forty (40) hours in any calendar week shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) hours in any calendar week.

G. Each employee covered under this agreement who is required to work, after having left the District, during the weekend in order to make up for the mandatory work week, shall be compensated at a rate of one and one-half (1 1/2) times the regular straight time rate.

Section 5. Schedule. The work week is defined as Sunday through Saturday.

A. The work day shall be forty (40) hours per week, or in the case of a modified work schedule, the normal weekly schedule for the employee working the modified work schedule.

ARTICLE 6. Hours

D. DISTRICT agrees to provide the UNION with reasonable time to prepare for and participate in negotiations.

E. UNION may designate up to two (2) Shop Stewards. The Stewards shall have no voting power in the business of the local union only for regular union meetings.

F. UNION will be permitted to use DISTRICT facilities when not otherwise in use provided permission is secured from the General Manager in advance. Such use is limited to the business of the local union only for regular union meetings.

G. UNION will be permitted to use DISTRICT facilities whenever otherwise not in use.

H. DISTRICT will provide up to eight (8) hours paid leave for this purpose.

I. UNION and DISTRICT will provide reasonable paid leave for this purpose.

J. UNION and DISTRICT will provide reasonable paid leave for this purpose.

K. UNION and DISTRICT will provide reasonable paid leave for this purpose.

L. UNION and DISTRICT will provide reasonable paid leave for this purpose.

M. UNION and DISTRICT will provide reasonable paid leave for this purpose.

N. UNION and DISTRICT will provide reasonable paid leave for this purpose.

O. UNION and DISTRICT will provide reasonable paid leave for this purpose.

P. UNION and DISTRICT will provide reasonable paid leave for this purpose.

Q. UNION and DISTRICT will provide reasonable paid leave for this purpose.

R. UNION and DISTRICT will provide reasonable paid leave for this purpose.

S. UNION and DISTRICT will provide reasonable paid leave for this purpose.
There seems to be a mix of text and numbers on the page. It appears to be a document discussing leave and sick leave policies, possibly for a company or organization. The text is somewhat unclear due to the formatting, but it seems to be discussing the duration and conditions of leave, including accrued annual leave and sick leave. There are references to specific numbers and conditions, such as "(90) days" for accrued annual leave and "(15)" for the duration of sick leave. The text mentions the need for doctor's certificates and the accrual of leave, indicating rules for the calculation of leave benefits. However, due to the formatting issues, the complete interpretation is not possible from the provided text snippet.
B. **Sick Leave.**

Sick leave may be taken in 2-hour increments.

Years of service requirement under this provision shall be ten (10) years. 

At the time of retirement, for full members held on or before December 31, 1997, the sick leave may be converted to retirement credit, in a manner consistent with existing law, not to exceed payment of ninety (90) working days of accumulated sick leave. Unused 
The lump sum payment shall be seventy-five percent (75%) of the accumulated sick leave.
Military Leave.

5. A "Jury Duty Verification" form must be turned in with the leave slip. A member who is dismissed from Jury duty with one-half (½) or more of time under this section.

3. Time spent in awaiting impaneling for jury service is considered covered.

2. Unit members who are required to serve on Jury duty shall receive their regular straight time rate of pay, less all Jury pay received.

1. The employee shall notify his/her supervisor when he/she is called to report to notice of Jury duty and shall again notify the supervisor when he/she is called to report to.

E. Jury Duty.

Employee's option.

Above, shall be deducted from the employee's annual leave or sick leave at the.

Leave shall be added.

In the event that the member is required to travel in excess of one thousand miles for the purposes of bereavement leave, a fifty (50) day of bereavement.

The DISTRICT.

3. The unit member on request must provide sufficient proof as required by.

2. The absence occurs on a day the unit member was scheduled to work.

1. The unit member notifies the DISTRICT of his/her absence on the first (1st).

corresponding relation(s) by affinity. Provided:

Each unit member shall be eligible for paid bereavement leave up to a maximum of
Hours compensatory time off:

2. Unit members required to work on a paid holiday shall receive eight (8)

Floating Holiday (see section 7A4 below)
Christmas Day
One-half Day on Christmas Eve Day
Day Following Thanksgiving
Thanksgiving Day
Veterans Day
Columbus Day
Labor Day (first Monday in September)
July 4, Independence Day
Memorial Day (last Monday in May)
March 31, Cesar Chavez Birthday
Presidents Day (third Monday in February)
Martin Luther King Birthday (third Monday in January)
New Years Day

1. Unit members are granted the following paid holidays:

A. Holidays

ARTICLE 7. Holidays and Vacation

Manager or his/her designee in writing.
A leave of absence of any length must be approved in advance by the General

H. Leave of Absence Without Pay.

not to exceed two (2) times in any given calendar year.
same day of the block donation without the loss of pay for the purpose of donating blood,

2. Permanent unit members will be allowed to take up to four (4) hours on the

include resulting hiring interviews for which they may be eligible.

1. Unit members will be granted reasonable time off with pay for the purpose

C. Time Off for Authorized Purposes.

Military and Veterans Code.

Military leave will be granted eligible unit members pursuant to the California
3. When a paid holiday falls on a Saturday, the preceding Friday is the paid holiday. When a paid holiday falls on a Sunday, the following Monday is the paid holiday.

4. Lincoln's Birthday shall be designated as a floating holiday, and may be taken at any time during the year. The floating holiday, if not taken in that calendar year, will be waived.

B. Vacation

1. During the first five years of employment, a unit member will be granted fifteen (15) days annual leave per year. After five (5) years employment, the unit member will be granted twenty (20) days annual leave per year.

2. A unit member may not accumulate more than three hundred sixty (360) hours of unused annual leave.

3. Each employee who has accumulated greater than three hundred sixty (360) hours of vacation time shall be notified of their vacation hour balance and shall be allowed to take vacation consistent with the district's vacation policy. If an employee has a vacation balance in excess of three hundred sixty (360) hours, the employee shall not accumulate additional vacation hours until the balance is less than three hundred sixty (360) hours.

4. If a holiday occurs during a unit member's annual leave, said holiday shall not be considered a day of annual leave used by the unit member.

5. During the probationary period, annual leave will accumulate but will not be available for use by the unit member.

6. Annual leave may be taken in 25-hour increments.

7. Based upon a calendar year, if a participant uses any annual leave during that year, they can apply only once during December 1 - 15 to sell back up to sixty (60) hours. It is a one (1) hour used for one (1) hour sell back. For example, if they use thirty-two (32) hours of annual leave, at the end of the year, they can sell back thirty-two (32) hours. In order to qualify, besides using annual leave, they must have two hundred forty (240) hours of annual leave in their account at the time of the request to sell the hours.
SUSPENSIONS of less than five (5) days shall be referred to the Adjustment Board. Appeals of
such suspensions shall be made in writing. The Adjustment Board shall be composed of
eight (8) members: five (5) selected by mutual agreement of the parties to act as chair; two
selected by the General Manager, and one (1) selected by the District Manager, and one
(1) selected by the DISTRICT, one (1) selected by the United Mining District, and one
(1) selected by the District. The Chairman of the Adjustment Board shall be the person
selected by the United Mining District.

The Adjustment Board will be convened within twenty (20) working days of receipt of
the complaint.

A. A written statement that the unit member has the right to respond to the charges.

B. A statement of the decision of the unit member.

C. A description of the proposed action.

D. Notice of the proposed action shall be provided to the employee not less than ten (10)
working days prior to the effective date of such action.

ARTICLE 8. Discrimination

The DISTRICT and UNION hereby establish a joint safety committee to review and
make recommendations on conditions, devices and equipment within the DISTRICT.

The DISTRICT will provide appropriate safety equipment.

The DISTRICT will provide all reasonable efforts to see to it that work
safety consistent with the requirement to conduct efficient operations.

The DISTRICT will continue to make all reasonable efforts to see to it that work

Either party may appeal the decision of the Adjustment Board. Appeals of
and appear at a written, non-binding hearing.

working days of the hearing, the Adjustment Board shall deliver to the General Manager
the minutes of their meeting to the parties to act as chair; one (1) selected by the DISTRICT,
and one (1) selected by the United Mining District, and one (1) selected by the

The Adjustment Board will be convened within twenty (20) working days of receipt
of the complaint.
The Superintendent, General Manager or designee shall meet with the grievant.

The written grievance must:

a. Be signed by the grievant and his/her UNION representative.

b. Specify the desired resolution.

c. Specify the section(s) of this memorandum alleged to have been violated.

d. Specify when the event occurred.

e. State the facts upon which it is based.

The supervisor's response to the date a response was due.

Step 1: In order to be considered, a grievance must be discussed with the unit members' immediate supervisor within ten (10) working days of the occurrence of the event giving rise to the grievance.

Step 2: If the grievant is dissatisfied with the supervisor's response or if no response is made within the time provided, the unit members shall reduce the grievance to writing and present it to the Superintendent, General Manager or designee. In order to make a formal appeal, the written grievance shall be submitted, within ten (10) working days of the occurrence of the event giving rise to the grievance.

B. Procedure.

A. The term grievance is an allegation that there has been a misinterpretation, misapplication or violation of this Agreement.

ARTICLE 10. GRIEVANCE PROCEDURE

Appeal to the Personnel Committee of Board shall be made in writing and must be made within five (5) working days of the issuance of opinion by the Adjustment Board.

Appeal of Personnel Committee of Board shall be adopted by the DISTRICT.

If no appeal is taken or an appeal to the Personnel Committee results in a tie, then the opinion of the Adjustment Board shall be final and binding decision. Appeals of Terminations, Demotions or Suspensions of five (5)
employees will not be entitled to cash out accumulated annual leave entitlement sick
rights to be passed on the list. During this money (90) calendar day period, such list of
resignees, if they are not disqualified for the position to be considered. An employee who
vacancy arises in the same or lower class before recruitment outside the DISTRICT.
employee not retained with the money (90) day period will remain on the recall list for
employees who are laid off and subsequently rehired within money (90) calendar

D. Employees whose layoff is effective during a month will continue to receive
medical, dental and life insurance coverage during that month.

C. Employees whose layoff is effective during a month will be considered a layoff if it results in the loss of

A. Position elimination will be considered a layoff if it results in the loss of

ARTICLE II. Layoffs

number in writing.

Preparation time shall not exceed four (4) hours unless the parties agree to a greater
preparation time. Layoffs shall be at the sole discretion of the DISTRICT and/or grievant.

D. Time limits at any step of this procedure may be waived by mutual agreement.

C. Time limits at any step of this procedure may be waived by mutual agreement.

B. Layoffs shall be by seniority.

A. Layoffs shall be by seniority.

SECTION I. Representation

UNION representatives shall suffer no loss of pay if time spent investigating

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UNION representatives shall suffer no loss of pay if time spent investigating
Agreement for the Employee and more than one (1) dependent.

B. The payments for any increases in health benefits by DISTRICT during the life of the agreement shall not exceed the employee's (515.00) per month. During the term of this agreement for the Employee: Two Hundred Dollars ($200.00) per month. During the term of this agreement for the Employee: One Hundred Fifty Dollars ($150.00) per month. The within Agreement shall not exceed the Employee's Eighty Percent (80%) of the cost of health benefits for the Employee's Eighty Percent (80%) of the cost of health benefits for the Employee, and Seventy Percent (70%) of the cost of health benefits for the Employee and one (1) dependent, and Seventy Percent (70%) of the cost of health benefits for the Employee and one (1) dependent.

Throughout the term of this Agreement DISTRICT shall pay one hundred percent (100%) of the cost of health benefits for the Employee.

ARTICLE 12. BENEFITS

A. Agreement

Distinct shall make every effort to lay off the less essential and less essential part-time positions within the understanding that the DISTRICT and UNION shall use reasonable efforts to compile a list of employees who waive their bumping rights within the time limit and be considered for the new range that does not exceed the member's pay rate prior to bumping.

B. Bumping Procedures

An employee bumping another employee in a lower class shall receive the working conditions of the new position.

1. Employees bumping other employees must accept the salary, hours, and classification if the member meets the minimum qualifications for the class.

2. A bid of employee may bump a less senior employee in a lateral or lower.

3. An employee bumping another employee in the reverse order of layoff up to ninety (90) days after the layoff.

4. Employees shall be recalled in the reverse order of layoff up to ninety (90) days after the layoff.
and conforming with the bargaining units.

2. A committee consisting of the following: a representative of the non-represented employees, the General Manager or Manager, (General Manager shall mean the General Manager or Manager of the Department as determined by a licensed physician, physical, or mental disability of the Department's employees. The General Manager or Manager shall be the child's dependents, who is defined as to age eighteen (18) years of age, who shall be during the child's dependents' coverage, which is determined as to age eighteen (18) years of age, who shall be during the

The year of service requirement shall be ten (10) years or service with the District.

The District will contribute for retiree's life insurance premium for the life of the retiree and/or his/her/their designated dependent at the time of the retiree's death. In order to be eligible for this provision, retirees must have completed twenty (20) years of service with the District.

The District will provide group life insurance in the amount of Fifty Thousand Dollars ($50,000.00) for each unit member during the term of this Agreement.

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The District will provide group life insurance in the amount of Fifty Thousand Dollars ($50,000.00) for each unit member during the term of this Agreement.

The District will pay the premium for each employee and dependent under the approved group dental plan. The dental coverage will cover the cost of preventive and routine dental care. Employees who opt to decline health insurance provided by the District shall receive a Two Hundred Twenty-Five Dollar ($225.00) monthly in lieu of payment. In order to qualify for this payment, employees must provide to the District a receipt for the insurance.

The insurance rates for calendar years 2018, 2019, and 2020 shall be published in the New Brunswick Teacher's Association newsletter.

Employees who opt to decline health insurance provided by the District shall receive a Two Hundred Twenty-Five Dollar ($225.00) monthly in lieu of payment. In order to qualify for this payment, employees must provide to the District a receipt for the insurance.

The insurance rates for calendar years 2018, 2019, and 2020 shall be published in the New Brunswick Teacher's Association newsletter.

Employees who opt to decline health insurance provided by the District shall receive a Two Hundred Twenty-Five Dollar ($225.00) monthly in lieu of payment. In order to qualify for this payment, employees must provide to the District a receipt for the insurance.
The full amount of the plan cost shall provide full-time employees with a vision plan.

DISTRICTshall provide full-time employees with a vision plan.

The following use of DISTRICT facilities, camps and events are limited to the
member's immediate family, i.e., children under the age of eighteen (18) years.

Admission to children's Wonderland, Cunningham Pool, and the Sports Center shall be
limited to ten (10) times per year and shall be free of charge.

Admissions to children in attendance of the program and is limited to two (2) times per year.

When space is available, members may utilize DISTRICT facilities two (2) times.

M. Education or training prior to enrollment.

All unit members, after they have been employed for at least six (6) months and
subsequently, completed probation.

K. A deferred compensation program as established by the DISTRICT is available to
workers.

DISTRICT will continue to pay the difference between the allowance granted by the
employee's regular salary rate not to exceed six (6)
months.

1995 Survivor benefits plan.

The DISTRICT will pay the cost of the

H. The current PERS retirement is two percent (2%) at age sixty-five and (65).

G. The DISRTICT shall set up IRS 125 plans to provide members with pre-tax

deductions for medical premiums.
An employee working at a higher position in a temporary position shall be placed at Step 1 for the range or step as is necessary to provide not less than five percent (5%) of the unit member's current salary.

G. An employee who is promoted to a position in a higher classification shall be placed at Step 5 - one (1) year after Step 4 increase.

E. In order to receive a step increase, the employee must first obtain a satisfactory review. Step increases shall be received upon the first (1st) pay period following the review.

F. The temporary position must work for five (5) cumulative days in the position.

(1%) increase; Step 5 - one (1) year after Step 4 increase.

Step 3 - one (1) year from the date of hire; Step 4 - one (1) year after Step 3.

(2%) increase in compensation.

A new employee's salary shall function as Subject to the condition above;

An employee who has been employed by the DISTRICT for twenty (20) years or longer will receive a one and one-half percent (1 1/2%) increase in compensation.

A member covered by this agreement shall receive a two percent (2%) salary increase.

C. A member covered by this agreement shall receive a three percent (3%) salary increase.

D. A member covered by this agreement shall receive a two percent (2%) salary increase.

The temporary period for unit members is six (6) months during this

E. The temporary period for unit members is six (6) months during this

F. In order to receive a step increase, the employee must first obtain a satisfactory review. Step increases shall be received upon the first (1st) pay period following the review.

Step increases shall be received upon the first (1st) pay period following the review.

(1%) increase; Step 5 - one (1) year after Step 4 increase.

A new employee's salary shall function as Subject to the condition above;
and one-half percent (½%) payment for the day of use of the license.

L. Unit members who have a valid Class B driver's license shall be entitled to a two

Unintentional call or voice mail.

during the call. Not merely reprogramming to a missed call or voice mail.

this section, "Conducts District business" it is implied that actual business or transpire

day shall be compensated at fifteen (15) minutes each straight time. For the purpose of

successive similar call until the employee returns to work on a regularly scheduled work

calls received meeting the above criteria, and for actual call time related to each

calls is. Successive calls related to the initial occurrence shall not be compensated, but new

Assuming an employee covered under this agreement, after having been released,

Assuming as set forth in paragraph 15.2. H. hereinafter.

overtime as set forth within the provisions of this agreement shall be compensated as

is worked as overtime within the provisions of this agreement shall be compensated or

on that employee has completed his/her normally scheduled work day. Time which

person to be an employee prior to the time that employee would arrive for his/her work day

communications, discipline, or service disruption, supervision, or dispenser's shift

person employed on an authorized person's request (authorized person's request)

be one-half (½) hours of straight time. Call back generally shall be

An employee called back to work shall be credited with a minimum of two and

A. Membership in writing.

Documented in writing.

per accident. Claims for deductable reimbursement shall be

while in the District's business, shall be reimbursed up to a maximum of five hundred

The deductible amount, not covered by the unit members' automobile or other

not receiving a mileage allowance.

All unit members eligible for mileage reimbursement shall be reimbursed at the

H. Employees shall be paid bi-weekly.

demotion.

and shall remain such until otherwise notified. The new range that does not exceed his/her rate of pay immediately prior to demotion

reasons other than unsatisfactory performance, he/she shall receive the highest salary in

When an employee in good standing is demoted to a position in a lower class for
consent of the parties; no meet and confer sessions or collective negotiations shall take place without the mutual

B. Except as specifically provided in this Agreement, during the life of this Agreement, the party to this Agreement

renewal of the Agreement by the party to this Agreement shall be subject to in full force and effect. Any provisions so invalidated shall immediately become subject to invalidation of the entire Agreement. All other provisions not so declared invalid shall remain

invalided by a decision of any court of competent jurisdiction; such decision shall not

A. in the event that any provision of this Agreement shall at any time be declared

ARTICLE 15. Effect of Agreement

incident upon the written request of the employer.

E. Provided that no additional incident occurs of a like nature, letters of retirement shall be removed from the employee's personnel file two (2) years after the date of the

D. Within 10 (ten) work days after the employee receives a copy of their annual

C. Performance reviews, written recommendations, and disciplinary actions will be placed in

B. A copy of any personnel action form(s), performance review(s), personnel

A. The official Personnel History file of each member shall be maintained at the

DISTRICT Office. Unit members have the right to review their files in order to review the

the employee's personnel file shall be submitted to the General Manager. Each employee's performance, and

appeal per year.

within the employee's personnel file. After the employee has been given the (5) work days

notice to sign and date the document. The employee's official personnel file at the time the material is sent to Human

history file will be provided to the employee at the time the material is sent to Human

for personnel or disciplinary file. The employee may respond in writing to

documents placed in the file. This response will be filed with the original document.

member's representative may review the file during a scheduled appointment provided

member of the unit must schedule a special appointment for this purpose. A unit

The official Personnel History file of each member shall be maintained at the

the unit's scheduled appointments are not available. The member's representative may request the file be

the unit's scheduled appointments are not available. The member's representative may request the file be

the unit's scheduled appointments are not available. The member's representative may request the file be

the unit's scheduled appointments are not available. The member's representative may request the file be
new proposals.

D. The parties hereto shall meet to negotiate the new agreement no later than one hundred thirty-five (135) days prior to the expiration of the written agreement.

E. The parties hereto shall meet to negotiate the new agreement no later than one hundred forty-five (145) days prior to the expiration of the written agreement.

F. The parties hereto shall meet to negotiate the new agreement no later than one hundred ninety (190) days prior to the expiration of the written agreement.

ARTICLE 18. Procedure for Negotiating New Agreement

A. Meetings shall be held within one hundred thirty-five (135) days prior to the expiration of the written agreement. Meetings may be held upon the request of either party.

ARTICLE 17. Meetings

A. The DISTRICT, its members and representatives agree not to engage in a strike during the term of this agreement.

B. The UNION agrees not to engage in any lockout of unit members during the term of this agreement.

ARTICLE 16. No Strike/No Lockout

A. WHERE NOT NEGATED OR MODIFIED BY THE EXPRESS PROVISIONS OF THIS AGREEMENT, THE DISTRICT shall submit drafts of any proposed changes to the DISTRICT Government for their review and input within a reasonable time before the changes are enacted by DISTRICT.
ARTICLE 19. Term

This Agreement shall become effective on the first (1st) day of July, 2018, and remain in full force and effect through June 30, 2021.

Dated: August _______ 2018.

By: Gary Salvador, Chairperson, Board of Directors
By: Gabriel Llanusse, General Manager
By: Greg Carter, Works Manager
By: John, Sneed-Mendez, Executive Director
By: Timothy Gonzales, Region "A" Field Director
By: Crystal Mohan, SEIU Member, GYRD Employee
By: H. M. Z., SEIU Member, GYRD Employee

APPROVED AS TO FORM:

By: Chester A. Rogaski, Jr.
Attorneys for GREATER VALLEJO RECREATION DISTRICT