

*ORIGINAL*

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, 2021 through June 30, 2023

June 14, 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 14<sup>th</sup> day of June, 2021, 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, 2021.

The Agreement shall remain in full force and effect for a period of two (2) years from the effective date, until June 30, 2023, 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. The parties agree to begin review of the District's Policy 2190, including any applicable affected policies, to incorporate any accommodations directly related to CA State Proposition 26.

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.

June 24, 2021

**2. HOURS OF WORK:**

- a. Eight (8) hours per day, except when shift work is established, shall constitute a workday.
- 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:**

DISTRICT shall comply with the regulations set forth in the Fair Labor Standards Act (29 U.S.C. §§ 201, *et seq.* (Public Law 99-150)), any amendments thereto, and the regulations promulgated thereunder regarding reporting and minimum compensation time.

**4. SALARIES:**

- a. Commencing the pay period beginning July 1, 2021, all classifications covered by this Agreement shall receive a one and one quarter percent (1.25%) General Wage Increase (GWI).
  - 1. Year two (2), effective July 1, 2022, all classifications covered by this Agreement shall receive a GWI of two and one quarter percent (2.25%).
- 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, which is twelve (12) months and six (6) months for promoted employees, unless extended. For employees who have received a promotional probation, they will receive a subsequent step increase one year after the date of promotion. For all employees, 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 members of PEPRRA. The Public Employees' Pension Reform Act of 2013 (PEPRRA) and related Public Employees' Retirement law amendments in Assembly Bill 340 became law on September 12, 2012 and the provisions were effective January 1, 2013. The District and Local 1245, IBEW agreed to implement all PEPRRA provisions, and all applicable amendments

thereto. Effective January 1, 2013 all employees defined by PEPRA as "New members" in PERS 'Miscellaneous' classifications shall pay 50% of the total normal cost for the new Miscellaneous PERS pension formula of 2% at 62, actual employee contribution determined by PERS (on a pre-tax payroll deduction), with a three-year final compensation period.

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 Board Clerk/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. Employee's may elect to be compensated at the appropriate overtime rate or in Compensatory Time Off (CTO) for all overtime or holiday work as provided in paragraphs 5b and 5c.

b. The overtime rate for all employees covered by this Agreement shall be at the rate of time and one-half (1½) unless otherwise specified herein. Compensatory Time Off (CTO) is banked equal to the rate of pay it is earned under (i.e.: two hours of time and one-half is the equivalent of three (3) hours of CTO). 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 pay as defined in "d" If a holiday falls on an employee's day off, the employee shall be entitled to receive eight (8) hours at the overtime rate or may elect 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 be calculated in fifteen (15) minute increments. Overtime shall not include call outs. Employees shall receive a minimum of two and one-half (2.5) hours, and four (4) hours for holidays, regardless of time worked on a call out. Employees assigned to "Gate Duty" who must remain after regular hours to secure their regularly assigned facilities shall receive fifteen (15) minutes for each day they are assigned to



provide such duties.

d. For all hours worked on any holiday set forth in paragraph 19 of this Agreement, the employee shall receive overtime at the double-time rate or, if elected double compensatory time off.

e. Employees covered by this agreement may accumulate a statutory maximum of two hundred and forty (240) hours of CTO, after which all overtime must be compensated at the appropriate rate.

f. Upon adoption of this agreement, any unused accrued CTO will be cashed out at the appropriate rate in the first pay-period of June of each calendar year.

g. 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 thirty (30) 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 thirty (30) 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.

Calls may originate from third-party entities who have historically reached out to District staff for response, the General Manager and/or designee(s). Employees covered under

this agreement may only effectuate calls to other employees in the unit upon receiving management approval. It is management's responsibility to ensure all departments and third-party entities are supplied a list of names, contact numbers and call order.

Employees will not be harmed financially for calls received due to lack of communication to potential callers.

**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 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 2021 and 2022 shall be at the insurance rate

for calendar year 2021. The cap rate for calendar year 2023 shall be at the 2023 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 and fifty Dollars (\$150.00) per month for the life of this Agreement. Any excess over One Hundred and fifty Dollars (\$150.00) 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 Two Hundred Dollars (\$200.00) per month for the life of this Agreement. Any excess over Two Hundred Dollars (\$200.00) 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 Three Hundred Dollars (\$300.00) per month for the life of this Agreement. Any excess over Three Hundred Dollars (\$300.00) per month shall be paid by the employee.

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, incorporated by reference herein, with a Ten Dollar/Twenty-five Dollar (\$10.00/\$25.00) co-pay. DISTRICT shall pay one hundred percent (100%) of the plan cost and the employee shall pay requisite co-pay.

**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.

b. The provisions of those agreements in effect when each existing employee commenced their 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 Two Thousand S Dollars (\$2,000) 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, if such plans exist, 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.

**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 their 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 compensation while absent on sick leave, the employee shall notify their immediate supervisor or the administration office by telephone call or other district approved electronic communication within one (1) hour after the time set for the beginning of their daily duties. The employee must comply with the notification provision in this section on a daily basis during their absence on sick leave except when a doctor's certificate is provided no later than the fourth (4<sup>th</sup>) day of absence or the employee is hospitalized and unable to comply with this provision. (If in the initial contact the employee advises that the absence will encompass multiple days, the notification requirement is fulfilled; however, if applicable, the doctor's certificate requirement remains.

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 (90<sup>th</sup>) 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 accrued sick leave exists, if not, then accrued compensatory time or vacation will be used as the alternative. However, if the employee is at or near the maximum annual accumulation of vacation, the employee may use vacation in lieu of sick leave in the calendar year that an employee announces their retirement. Should an employee's retirement date be delayed to a subsequent calendar year, or cancelled, any vacation hours used in lieu of sick leave will be credited back and the equivalent number of sick leave hours deducted.

#### **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.

**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 their 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 1<sup>st</sup> through 15<sup>th</sup> 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 forty (240) hours of annual leave in their account at the time of requesting to sell their hours.

c. If a holiday(s) occurs on a period during which an employee is taking their 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 their 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;

(3) The employee, when requested, must furnish proof satisfactory to DISTRICT of the death, their 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. Employee can buy into the leave bank with 8 hours of Vacation time, or sick leave. On an annual basis, 1 (one) hour will be deducted and placed into the catastrophic leave bank, unless the employee wishes to exit the leave bank, forfeiting their participation, and any future benefits unless they rejoin. Termination from the Catastrophic leave by the employee's choice, does not allow reimbursement of said donated hours to that point.

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 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 their 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. Employees who are required to serve on jury duty shall receive their regular straight time rate of pay for the full day, less all jury pay received. Employee must provide District with written verification of jury duty attendance to be compensated for the full 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                             |
| (5) | Thanksgiving Day                  | As set by the Governor and/or President |
| (6) | The day after Thanksgiving Day    |   |
| (7) | One-half day on Christmas Eve Day | December 24                             |
| (8) | Christmas Day                     | December 25                             |

(9)	New Year's Day	January 1
(10)	Martin Luther King Birthday	3rd Monday in January
(11)	Washington's Birthday	3rd Monday in February
(12)	Cesar Chavez	March 31
(13)	Memorial Day	Last Monday in May
(14)	Floating	(see paragraph 19c below)

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. With the exception of legitimate emergency needs, employees shall give their supervisor two (2) weeks' 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. Newly Hired Employees – one (1) year probation for new hires, with a one-time only three (3) month extension for newly hired employees after the employee and Local 1245 have been notified in writing within thirty (30) days from the expiration of the original probation.

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.

d. For all new employees, annual leave of up to two weeks is permissible after six (6) months of probationary employment.

e. Incumbent employees Upon Probation – six (6) month probation, with a one-time only three (3) month extension after the employee and Local 1245 have been notified in writing within thirty (30) days from the expiration of the original probation.

f. During a promotional probationary period within the unit for classifications covered under this agreement, any employee who wishes to voluntarily demote back to their original position, within the first three (3) months or for the remainder of the promotional probation if the previously held position remains vacant, will be reinstated to the same position and wage step previously held and with no loss of seniority or other applicable employee benefits with the exception of accrued compensatory time.

If an employee is promoted to a position outside of the bargaining unit covered by this Agreement, their compensatory time will be paid out of time of promotion. If employee later demotes or transfers back into this unit, they will restart any compensatory time accrual.

## **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) workdays.

c. Employees bumping other employees must accept the current salary, hours, and working conditions of the bumped employee.

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.

In the event of a layoff or furlough that has the employee not report to work, the district will pay medical, dental, and vision for the remainder of the month, and up to an additional three (3) months.

## **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, and compete in an interview process. Should there be a situation where the final 2 candidates are equally qualified, and one of those candidates is a current GVRD employee in good standing while the other is not, preference will be given to the GVRD employee. All vacancies will require a full internal and external recruitment and internal candidates will be required to go through the same interview process as external candidates. The probation period for an internal candidate will be six (6) months rather than twelve (12) months.

**24. SAFETY:**

DISTRICT and Local 1245 shall establish a joint safety committee.

**(a) Mission.**

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.

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.

(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.
- (10) Train and orient incoming safety coordinator.
- (11) Submit 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 (1<sup>st</sup>) 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 and one approved piece of outerwear upon employment and two (2) pairs of shirts and pants each fiscal year thereafter. Uniforms, as described herein, 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 for replacement, maintenance, or the rebuilding of boots. 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 lenses 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 three (3) 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.

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 workday (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 (by phone call or other district approved electronic communications) their immediate supervisor, however, if the employee is unable to communicate directly to their supervisor, the employee shall notify the department head during business hours. 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 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. In order to ensure sufficient time to ascertain funding and approval and unless not administratively possible, all registration forms and other related arrangement must be submitted to the General Manager or designee thirty (30) days prior to the event date, but not later than ten (10).

**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 reduced to writing and submitted to the division head or their 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 their designee.
- (c) Within three (3) regularly scheduled working days following appropriate submission of the written grievance, the division head and/or their 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 their 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 their designee shall notify the DISTRICT General Manager in writing of their appeal within five (5) regularly scheduled workdays after receipt of the Second Step answer.

(b) Within ten (10) regularly scheduled workdays, 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 their 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 their 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 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 their 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 FOR NEGOTIATING A NEW AGREEMENT:**

a. The Provisions set forth in this Agreement are final, and no change or modification shall be offered, urged or otherwise presented by either part prior to the end of the Term of the Agreement, provided, however, that nothing herein shall prevent Local 1245 and the District from meeting and conferring and making modifications here by mutual consent.

b. Notwithstanding any modifications provided for in "a." above, this Agreement shall be automatically renewed and extended from year to year thereafter without addition, change or amendment unless either party serves notice in writing to the other party not less than one hundred and twenty (120) days before the end of the term then in existence of its desire to terminate, change, amend or add to this agreement. In the event of notice being given as provided above, written proposals for

changes in the terms of the agreement shall be submitted once the parties commence meeting for negotiations within the timelines defined in any ground rules agreed upon at that time. The parties will endeavor to schedule and commence bargaining no later than ninety (90) days prior to the expiration date.

### **31. COLLECTION OF UNION DUES AND NEW EMPLOYEE ORIENTATIONS:**

The following provisions shall apply to all employees represented by Local 1245 of the International Brotherhood of Electrical Workers covered by this Memorandum of Understanding.

A. Dues: Any employee of the District in a classification represented by Local 1245 who is not on leave of absence may become a member of the Local 1245 and pay Local 1245 membership dues or voluntarily elect to pay service fees. Such amounts shall be determined by Local 1245 and implemented by the District in the first payroll period after receipt of written notification of employee authorization from Local 1245. To the extent required by California Government Code section 1157.12, or otherwise required by state and federal law, the District will rely on the information provided by Local 1245 in processing dues deductions for Local 1245 members. Local 1245 is responsible for providing the District with timely information regarding changes to members' dues deductions.

B. New Employees & New Employee Orientation: In accordance with applicable state law including Government Code sections 3555-3559 and 6254.3, the District shall provide Local 1245 and its designated

representatives mandatory access to all new employee orientations of classifications it represents.

1. The District will work with Local 1245 to provide advanced notice, of not less than 10 days (except in exigent situations as provided in Government Code section 3556), of the new hire orientation so one exclusive representative of Local 1245 will have access to new employee orientations for up to thirty minutes.
2. Local 1245 agrees to provide to the District a list of shop stewards/representative(s) that Local 1245 will use for the new hire orientations throughout the year.
3. Once the District notifies Local 1245 of the new employee orientation, Local 1245 will identify which one steward/representative will attend the new employee orientation or, alternatively, schedule to meet with the newly hired employee at a time more acceptable to operational needs, but within ten (10) days of hire.
4. Except where requested by an employee pursuant to subsection (c) of Government Code section 6254.3, the District will provide Local 1245 the following information within 30 days of hiring a Local 1245 represented employee: the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and the home address of the new hire.
5. The District will provide Local 1245 with a list of the above-described information for all employees in the bargaining unit every 120 days.



C. Term: The provisions of this Article shall be effective as provided for in the Government Code, or otherwise required by state and federal law.

D. Local 1245, IBEW shall indemnify and hold harmless the District, its officers, agents and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceedings of any nature whatsoever arising of, or related to, its administration of this Section 31.

**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. Both breaks shall occur towards the mid-point of each work period, work permitting and will not be taken consecutively.

**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 their 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 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 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.

Dated: 7.22.21, 2021.

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

By 

Gabriel Lanusse  
General Manager

Dated: 7/11, 2021.

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

By 

Robert Briseno  
Chairperson, Board of Directors


Dated: 7/30, 2021.

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

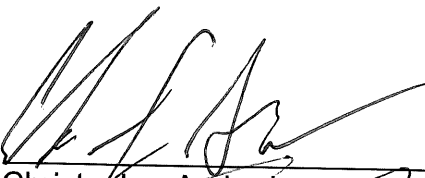
By 


Robert Dean  
Business Manager, Local 1245 IBEW


Dated: 7/30, 2021.

By 


Janval Macor  
Business Representative, Local 1245 IBEW

By   
Christopher Andrade  
Negotiating Committee, Local 1245 IBEW

By   
Brice Sweet  
Negotiating Committee, Local 1245 IBEW

By   
Patrick Smith  
Negotiating Committee, Local 1245 IBEW

AGREEMENT APPROVED AS TO FORM:

By   
Kevin R. Dale  
Legal Counsel  
GREATER VALLEJO RECREATION DISTRICT,  
A SPECIAL SERVICE DISTRICT

Dated: JULY 2, 2021.