

MEMORANDUM OF UNDERSTANDING

Pursuant to Section 16, Conejo Recreation and Park District Resolution Number 110608-B, this Memorandum of Understanding (hereinafter referred to as MEMORANDUM) is made and entered into November 6, 2008 by and between the Conejo Recreation and Park District (hereinafter referred to as DISTRICT) and the Service Employees International Union (hereinafter referred to as SEIU), representing the Conejo Recreation and Park District employees (hereinafter referred to as the ASSOCIATION).

Jim Friedl, Secretary to the Board of Directors,
Conejo Recreation and Park District

ATTEST:

Shirley Ohren, Executive Assistant
Conejo Recreation and Park District

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

- A. It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation, and understanding between the District and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the full and entire understanding of the parties reached as a result of meeting and conferring in good faith concerning wages, hours, and conditions of employment of employees covered herein. The parties jointly agree to submit this Memorandum to the Association and District Board of Directors for adoption.
- B. Except where otherwise stated, the term employee(s) used herein defines district employees working a forty hour week in a budgeted full-time position.

ARTICLE 2 - TERM OF THE AGREEMENT

- A. The Memorandum of Understanding commences at 12:01 am on July 1, 2008, and is effective to and including 12 midnight, June 30, 2009.
- B. In the event either the District or SEIU desires to meet and confer in good faith on amendments to wages, hours, and conditions of employment, either party may serve upon the other during the period from March 1 to March 15 of 2009 its written request to commence meet-and-confer sessions. Unless changes are specifically proposed each year by the District or SEIU to district-wide wages, hours, and/or conditions of employment, it is agreed that those terms and the provisions of this Memorandum will remain in effect.

ARTICLE 3 - OBLIGATION TO SUPPORT AGREEMENT

The negotiators for the District and SEIU agree that both have the obligation to support this Memorandum before their own constituents, and neither will advocate any amendment, addition or deletion to the terms and conditions contained herein except as provided for in Section 16, Memorandum of Understanding, CRPD Resolution 6172-A. It is further understood that this Article shall not preclude the parties from appearing before the Conejo Recreation and Park District Board of Directors to advocate or urge the approval of this document in its entirety.

ARTICLE 4 - RECOGNITION AND COVERAGE

- A. Pursuant to applicable State law and past practice, the District recognizes SEIU as the sole and exclusive bargaining representative of the employees except for those persons occupying the following positions: General Manager and

Secretary to the Board of Directors; Administrator of Recreation and Community Services; Administrator of Parks and Planning; Administrator, Management Services; and Human Resources Supervisor.

- B. The District agrees to notify SEIU of new hires, transfers, classification and name changes, retirements and terminations.

ARTICLE 5 - MEET-AND-CONFER SESSIONS

- A. SEIU may designate not more than five (5) district union members to serve as members of SEIU's meet-and-confer team. These duly designated persons, shall be released from their duty assignments without loss of pay or other employment benefits to attend scheduled meet-and-confer sessions that are scheduled for times they are otherwise on duty. SEIU may designate up to two members from parks and planning, and up to one each from (a) recreation, (b) management services which includes administration and clerical, and (c) park rangers, as meet and confer team members.
- B. The above provisions of this Article shall be subject to (1) the operational requirements of the District, and (2) the requirements that the Association officer who wishes to be excused from his/her official duties hereunder request such from his/her immediate supervisor no less than two working days in advance, except that this requirement may be waived with the express approval of the employee's immediate supervisor in the case of an unforeseeable emergency meeting.
- C. It is understood by the District and SEIU that amendments to the existing Memorandum of Understanding presented for meet-and-confer sessions shall be accompanied by a statement signed by a SEIU representative and the president of the Employees' Association declaring that the proposed amendments have been accepted in principle by a majority of the membership of the Association for the purpose of meet-and-confer sessions with the District.

ARTICLE 6 - GRIEVANCES AND REPRESENTATION

- A. The District agrees that during the term of this Memorandum, it shall recognize SEIU representatives in the handling of grievances arising on the job when so informed in writing by the grieving employee.
- B. SEIU shall notify the District of the name of the SEIU staff member to represent the employee prior to any hearing on the grievances; such written notification shall cite the applicable personnel policy(ies) and include the basis for the grievance. Receipt of notification shall be acknowledged by the District.

- C. Chapter 27.1 of the Conejo Recreation and Park District Personnel Policy Manual is amended to add a step after Step 2 (Division Head response) and before Step 3 (General Manager response) as follows: if the grievance is not satisfactorily adjusted in the second step, at the employee's request, it shall be submitted to advisory mediation within ten (10) working days after the Division Head's answer is received, or as soon as a mediator is available. Advisory mediation will involve the employee and his/her representatives and the Division Head and any staff deemed appropriate. The mediation meeting will be scheduled by the Personnel Officer. If the grievance is not satisfactorily adjusted during this process, within five (5) working days after the mediation session, the employee may have the grievance, including the mediators analysis and recommendation, submitted to the General Manager.

ARTICLE 7 - ACCESS TO WORK LOCATIONS

- A. A designated SEIU staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. The local elected president and vice president of the Association shall be given similar access during their lunch and rest periods. These visits shall be to observe working conditions or to investigate grievances.
- B. The District agrees that Association-related activities by officers of the Employee's Association shall not affect the promotional opportunities of said employees.

ARTICLE 8 - USE OF AGENCY FACILITIES

The District interposes no objection to SEIU'S use of District buildings and facilities to conduct meetings of the Association, providing the meeting space is arranged for in accordance with existing procedures. The District shall be reimbursed for any direct costs incurred as a result thereof.

ARTICLE 9 - MODIFICATION AND WAIVER

- A. District regulations, rules, or policies issued during the life of this Memorandum shall be reviewed by the District and SEIU at the request of SEIU to determine their effect on the understandings outlined herein.
- B. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms or provisions.

- C. In the event of a violation of any part of this Memorandum, failure to object to the violation within sixty days shall constitute a waiver of the provision with respect to the specific violation, but shall not waive or bar future enforcement of all provisions.
- D. Any modification of any of the terms or provisions contained herein shall be binding when agreed to in writing by both parties and approved and implemented by the Conejo Recreation and Park District Board of Directors and the Employees Association.
- E. Changes to items affecting wages, hours, or terms and condition of employment shall be provided to SEIU in advance of implementation, except that changes implemented on an emergency basis will be conveyed to SEIU with least practicable delay. The District shall meet and confer on such changes if so requested by SEIU with notification to be given District within seven (7) days of receipt of the change by SEIU.

ARTICLE 10 - AVAILABILITY OF PUBLISHED DATA

The District will make available to SEIU, and SEIU to the District, such information pertaining to employer-employee relations as is contained in the records of the respective organizations, subject to the limitations and conditions set forth in the applicable Government Code Sections. To facilitate negotiations, SEIU and the District shall provide and exchange the published data it regularly has available concerning subjects under negotiation, including data gathered concerning salaries and other terms and conditions of employment provided by comparable public and private agencies, provided that when such data is gathered on the promise to keep its source confidential, the source shall not be revealed.

ARTICLE 11 - CIVIL RIGHTS

The District and SEIU recognize their responsibilities under the law relating to fair employment practices and reaffirm their commitments to the moral principles involved in the area of civil rights.

ARTICLE 12 - EMPLOYEE PERSONNEL ACTIONS

- A. No written material considered to be derogatory or relating to performance, salary or a disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he or she has read such material by affixing a signature on the material to be filed with the understanding that although such signature indicates acknowledgment, it does not necessarily indicate agreement.

If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the Personnel Officer.

- B. Generally, only records of commendations, citations, performance evaluations, and disciplinary actions will remain in the file beyond one year from the date of entry. Any entry considered to be derogatory may include the date of its anticipated removal when the seriousness of the matter discussed does not warrant permanent file retention.
- C. The District shall, in writing and within five (5) working days of an employment status change, notify the affected employee of any resultant change in his/her compensation and/or benefits.
- D. By appointment, an employee may review his/her personnel file by contacting the Personnel Officer for a time and date within five (5) working days of the request.

ARTICLE 13 - SEIU DUES AND DEDUCTIONS

- A. SEIU membership dues shall be deducted each pay period in accordance with the District procedures and provisions of applicable law from the salary of each employee who files with the District a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all such monies shall be made by the District to SEIU at the conclusion of each month in which said dues were deducted.
- B. Employees who are members of SEIU on the effective date of this Memorandum of Understanding, and those who voluntarily join thereafter during the term of the Memorandum of Understanding, are required to maintain their membership in SEIU during the term of the Memorandum of Understanding subject to the following exceptions; District employees who are members of SEIU may elect to cancel their membership during the first five working days of December of each year.
- C. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the District.
- D. Payroll deductions shall commence on the pay period after the authorization is received by the District.
- E. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
- F. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from

liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes arising from the application or interpretation of this Article shall be filed with SEIU and shall not be subject to the District's grievance procedure.

ARTICLE 14 - DISCIPLINARY ACTION

- A. For purposes of this Article, actions including discharge, demotion for cause, suspension without pay, being placed on probation, and written warnings, admonitions, and reprimands shall be defined as disciplinary action.
- B. When disciplinary action is taken, the District, upon request of the employee, will furnish the employee and SEIU copies of any documents or written statements considered by the District in justifying its actions.
- C. Employees shall retroactively accrue vacation and sick leave credits if discharged or suspended without pay as a result of disciplinary action and the action is later revoked by the District.

ARTICLE 15 - TRANSFER OF FUNCTION

The District agrees that in the event a District function is transferred to another governmental agency, the District will attempt to place the terminated employees with the recipient agency and obtain benefits equal to those afforded him/her by the District.

ARTICLE 16 - POLICIES REGARDING EMPLOYMENT

The District will provide SEIU with complete copies of all policies, procedures, handbooks, employee manuals, and other official documents that pertain to wages, hours, and working conditions.

ARTICLE 17 - SALARY PLAN

- A. The District salary plan shall be based periodically on survey data and shall provide comparable pay for comparable work by grouping positions which involve similar duties into classes, and setting salaries for these classes in proper relationship to each other.
- B. Salaries paid to District employees shall be comparable to wages paid by other public agencies for like work. District salaries should reflect lines of authority as well as extent of responsibility and the amount and variety of training and

specialized knowledge required for satisfactory performance.

- C. District and SEIU will give due consideration to economic and other appropriate indicators presented in the meet-and-confer sessions concerning employee compensation.
- D. Any across-the-board salary increases negotiated under this memorandum shall be in addition to normal merit increases and other possible adjustments pursuant to Article 17A above.
- E. The District shall pay a shift differential of two-and-one half (2 1/2%) percent for the swing shift (majority of hours worked between 4 pm and midnight), and a five (5%) percent shift differential for hours worked on the night shift (with majority of hours worked between 11 pm and 7 am).
- F. Annually, as of December 31, each employee who has completed six (6) or more years of service with the District shall receive a service payment of \$100 for each full year of completed service with payments made prior to Thanksgiving of each year.
- G. Salary Increases during the term of the Agreement:
 - 1. Effective on the date of this agreement, employee salaries shall be increased by 2% retroactive to the pay period closest to and including July 1, 2008.
 - 2. Effective on the pay period closest to and including January 1, 2009, employee salaries shall be increased by 2%.

ARTICLE 18 - WORKING HOURS

- A. This Article is intended to define the normal hours of work and work schedules and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
 - 1. The normal work day shall be eight (8) consecutive hours of work, exclusive of a lunch period in a consecutive twenty-four (24) hour period.
 - 2. The normal work week shall be five (5) consecutive work days and two (2) days of rest in a seven (7) consecutive day period.
 - 3. When shift changes occur, there shall be a minimum of twelve (12) hours between shifts.

4. When work schedules are regularly and routinely used, such schedules shall be posted at least fourteen (14) calendar days prior to the effective date of any routine and general work schedule change.
 5. A schedule may be established that provides for a ten (10) hour work day, four days per week, with an hour or half-hour lunch period.
 6. A schedule may be established that contains nine (9) hour work days with an hour or half-hour lunch period, providing the employee receives overtime compensation or compensatory time off for hours worked in excess of the forty hour work week.
- B. The foregoing provisions may be modified based upon changes in Fair Labor Standards as issued by the State and Federal government.
 - C. Nothing herein shall be construed to affect in any manner whatsoever existing irregular work day or work week assignments required for the maintenance of necessary operations.
 - D. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different locations or shifts for up to ten (10) work days, or for the purpose of meeting emergency situations over which the District has no control. However, such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 19 - PERFORMANCE EVALUATIONS

- A. The performance of each employee shall be formally evaluated at the end of the first six-month period of employment. Thereafter, reviews shall be conducted annually.
- B. Employees, whose job performance warrants, may be reviewed at any time. Those who receive "improvement needed" and/or "unsatisfactory" ratings shall be given interim reviews until the deficiency is corrected or other appropriate action taken.
- C. When it is known that a supervisor will be terminating employment or will be reassigned, each employee under his/her direct supervision shall be reviewed if at least a ninety day period has elapsed since the last review took place.

ARTICLE 20 - OVERTIME AND COMPENSATORY TIME

- A. The regular work week for full-time employees shall be forty hours. All compensated time shall count toward the forty hour work week for the purpose of

computing overtime payment and accrual of compensatory time at the completion of a pay period.

- B. A non-exempt employee who performs authorized work in excess of forty hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.
1. At the option of the employee, hours worked beyond the normal number of hours scheduled on a daily basis may be designated as flextime hours and taken off in equivalent hours at some time during that work week.

Such time off shall be considered an excused absence and reported on employee time sheets as flextime taken.
 2. At the option of the employee, hours worked beyond the normal number of hours scheduled on a daily basis may be designated as compensatory time off in lieu of monetary overtime compensation. The compensatory time is earned at the rate of one-and-one-half hours for each hour of overtime worked and may be accrued to a maximum of eighty (80) hours. Employees will be paid for accrued compensatory time not taken prior to termination.
 3. Employees called back to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of thirty minutes. Callback hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.
 4. An employee who is required to work on a district holiday shall be compensated at the rate of one-and-one half times the regular rate of pay in addition to his/her holiday pay.
 5. Weekend work, if not normally scheduled, may be compensated at the rate of one-and-one half times the regular rate, and shall not be designated as flextime nor compensatory time.
- C. Employees directed to attend a position-related training program conducted during non-working hours shall be entitled to equal time off preferably on the same day or the day preceding or following each training session.
- D. An exempt employee shall be entitled to compensatory time off for hours worked beyond the scheduled hours for that pay period.
1. Compensatory time is accrued at straight time to a maximum of eighty (80) hours, to be used in increments agreeable with the Division Heads.

Exceptions to the maximum accrual policy may be made by the General Manager when unusual conditions so warrant. Terminated employees will not be paid for accrued compensatory time not taken prior to termination.

2. Criteria for compensatory time are: (1) required attendance at Board and other meetings; (2) time spent in handling unforeseen and/or emergency situations which occur during other than regular work hours; (3) evening and weekend hours spent on completing assignments during peak workload periods; (4) required attendance at programs and events which take place during evening and weekend hours and on holidays when such attendance cannot be accommodated within the forty hour work week through flextime scheduling.
3. Accrual of compensatory time is not authorized for: (1) business luncheons; (2) voluntary attendance at professional meetings, seminars, training sessions, recreation programs and events whether held during regular office hours or at other times; (3) evening and weekend hours spent completing normal work associated with the position and not accomplished during regular work hours.

ARTICLE 21 - SAFETY

- A. Employees shall be responsible for adherence to all published safety rules and regulations and for reporting to District supervisory personnel conditions deemed to be hazardous. Safety training as necessary shall be scheduled and conducted by qualified personnel.
- B. Employees shall not lose pay or be otherwise penalized for refusing to work after reporting hazardous conditions that are in violation of District or State safety rules or regulations and the hazardous condition has been substantiated by appropriate authority.
- C. The District shall provide non-supervisory grounds and maintenance employees with suitable steel-toed safety shoes or boots for mandatory wear while at work.

ARTICLE 22 - WORK CLOTHING

- A. Employees covered by the Memorandum who are provided work clothing items shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.
- B. The District shall provide standard issue jackets to those employees whose duties are such that cold weather protective wear is required. The jackets shall bear the District emblem and shall be worn only during work hours.

ARTICLE 23 - BULLETIN BOARDS

- A. SEIU may use the lower right one-quarter of the District bulletin boards for the purpose of communicating normal and regular SEIU business to its membership, subject to the following conditions:
 - 1. SEIU agrees that it will not place on any District bulletin board any material that is derogatory to any District official or other individual, or that may have a disruptive effect on the normal and efficient operation of any District activity.
 - 2. A bulletin board will be located in designated areas and SEIU material will be posted by the District within reasonable time of its receipt by the Personnel Office. All posted materials shall bear the SEIU stamp, signed by an official of the Employees' Association and by a member of the Personnel Office staff.
 - 3. The details of arrangements to be worked out at the first or second labor management meeting with the new General Manager.

ARTICLE 24 - SENIORITY

- A. The seniority of a regular employee is determined by the length of his/her service, computed in years, months, and days from the first day of his/her last continuous employment.
- B. The District recognizes the principle of seniority and SEIU recognizes the need of maintaining an efficient work force. In all matters involving a reduction in force, the length of continuous service with the District shall be given primary consideration, except where training, demonstrated ability and performance substantially outweigh considerations of length of service, or when the more senior employee is physically unable or otherwise unqualified to do the work. To prove qualified, the employee must demonstrate his/her ability to do the job within thirty (30) calendar days after appointment.
- C. In the event the senior employee is not appointed to fill the vacancy for which he/she applied, the District shall provide said employee with a written explanation, with a copy to SEIU, stating the reason for his/her not being appointed.

ARTICLE 25 - SICK LEAVE

- A. Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. There shall be no cap on the number of sick leave hours an employee may accumulate.

- B. Accumulated sick leave shall be converted to retirement benefit credits upon retirement in accordance with terms and conditions of the district contract with the Public Employees' Retirement Systems (PERS). An employee with ten (10) or more years of District service who retires from District employment may at his/her option, convert all or part of his/her accumulated sick leave to cash. The conversions rate is fifty (50%) percent, i.e., each hour of converted sick leave equaling one-half hour pay.
- C. Employees who have accumulated more than 480 hours of sick leave may be granted personal time off up to eight (8) hours per year, charged against accrued sick leave as follows:

<u>Hours Accrued as of June 30 of Each Year</u>	<u>Hours Off That May be Granted During the Succeeding Fiscal Year</u>
440	4
720	8

- D. The District shall permit employees, at their option and with two weeks notice, to convert sick leave accrual above 488 hours to time off (administrative leave with pay) to be taken immediately preceding or following any district-wide holiday. The conversion rate is fifty (50%) percent, i.e., each hour of converted sick leave equaling one-half (1/2) hour time off.
- E. Upon medical verification and following an elimination period of thirty (30) days from the onset of a non-industrial disability, an employee shall be entitled to a disability benefit equal to fifty (50%) percent of regular salary, including all differential pays, not to exceed \$475 per pay period for up to six (6) months, the cost of the benefit to be borne by the District. An employee may use his/her sick leave or vacation to make up the difference between the disability amount and a full net paycheck. Any sick leave or vacation used will not be deducted from the disability amount. Basic needs allowance will be prorated according to the number of sick leave/vacations hours used.
- F. Upon application, the General Manager may extend the period of disability benefits beyond the six (6) month period, depending upon the individual circumstances of an employee's disability.

ARTICLE 26 - HEALTH, DENTAL, AND LIFE INSURANCE

- A. Effective January 1, 2008, the District will make monthly contributions of \$454.34 for employee only, \$737.14 for employee plus one dependent and \$916.11 for employee and family for dental insurance and health insurance plans provided through the Public Employees Retirement System.

- B. Effective January 1 of each subsequent year the District health plus dental contribution rates shall be determined by increasing the then current rates by the average of the individual plan percentage increases for the relevant year as reported by PERS. For instance in 2009, the six PERS plan changes are: 3.62%, 7.99%, 5.19%, (3.0%), 0% and 0%, then the average increase is 2.3%. Therefore, the District employee only contribution becomes \$464.79, the employee plus one dependent contribution becomes \$754.09 and the employee plus family contribution becomes \$937.18.
- C. When the total cost of the various coverages totals less than the amount of the contribution, the remaining balance will be added to the salary paid the employee. When the cost exceeds the contribution, the balance needed will be withheld first from the basic needs allowance (ARTICLE 27) and secondly from the salary of the employee. When the latter occurs, the employee's pay will be reduced accordingly.
- D. The District shall continue the contributions of this section for at least ninety (90) days for any employee who must be absent from work because of injury, illness, or approved leave, including industrial leave. The District shall continue contributions beyond ninety (90) days as long as the employee is using available paid leave time off to cover the absence or to supplement the worker's comp benefit. However, Section C shall apply only if needed to cover the benefits costs and will not provide cash back to the employee.
- E. The District will establish an account in each employee's name of \$200 to be used by the employee or his family on a reimbursable basis for expenses paid by the employee for vision care services. Receipts must be submitted to the Human Resource office before any reimbursement is made.
- F. Orthodontics Loan Program - The District will provide interest-free loans to employees for orthodontic benefits. The amount of each loan will be \$1,000. The employee will be required to sign a contract and deductions will be made each pay period for two (2) years or 52 pay periods. The District will establish a loan pool of \$30,000. Loans will be granted on a first come, first serve basis until the \$30,000 is exhausted. The District will provide employees with a loan contract and employees will be required to provide proof of orthodontic services.
- G. Cafeteria Plan (IRC125) - The District will continue to provide and administer a Cafeteria Plan for all full-time employees.

ARTICLE 27 - BASIC NEEDS ALLOWANCE

A monthly basic needs allowance of two hundred dollars (\$200.00) shall be paid to employees beginning the first full pay period in July, with the exception of the General Manager, Administrators, and Senior Park Planner, Park Superintendent, Human Resources Supervisor, Accounting Supervisor and Recreation Services Managers.

ARTICLE 28 - BEREAVEMENT LEAVE

In the event of a verified death in the family of an employee, bereavement leave of absence of up to three (3) days may be granted the employee upon request. Family, for the purpose of this Article, shall be defined as spouse, child, parent, sibling, grandparent, grandchild, and parent of a spouse. Such leave of absence is at full pay for three consecutive work days and shall not be charged against the employee's accrued vacation or sick leave. When travel to a distant location or other circumstances requires absence in excess of three (3) consecutive work days, the District may allow the use of accrued sick leave for the next two work days of an employee's absence then the District may allow the use of accrued vacation, compensatory time or emergency medical leave to further supplement the three (3) bereavement leave work days.

ARTICLE 29 - EMERGENCY MEDICAL LEAVE

Upon approval of the General Manager, an employee may be granted up to five (5) days per year as emergency medical leave of absence, charged against accrued sick leave, in the event of a verified serious injury, or medical emergency within the family (as defined in the Bereavement Leave Article) requiring the employee's presence.

ARTICLE 30 - HOLIDAYS

- A. In addition to nine (9) District-paid holidays, three floating holidays may be taken at the employee's discretion with prior approval of the immediate supervisor and authorization by the General Manager and must be used within the same fiscal year in which they fall.
1. One of the three floating holidays is granted in recognition of Martin Luther King's birthday.
 2. Floating holiday time shall be accrued at the rate of .9231 hours per pay period (3 days x 8 hrs = 24 hrs divided by 26 pay periods = .9231). In the event that a floating holiday is taken before accumulation of eight (8) hours, unaccrued hours shall be deducted from final pay upon termination.
 3. An employee who is retired or terminated shall be paid the equivalent of his salary for each hour of accrued floating holiday time except that a terminating employee will not be compensated for a not-reached floating holiday(s) designated by the District.
- B. The District will attempt through scheduling to accommodate night custodial employees' request to be off work on Christmas Eve, day or night, and New Year's Eve, day or night. In the event the holiday work schedule cannot be adjusted to accommodate the requests, the District shall give consideration to

granting vacation or floating holiday leave time to those custodial employees requesting to be absent from work on Christmas Eve, and/or New Year's Eve, day or night.

ARTICLE 31 - EXEMPT POSITIONS

Exempt employees are those administrative, professional and executive employees exempt from overtime requirements pursuant to applicable law.

ARTICLE 32 - EDUCATION AND TRAINING

- A. The District may pay up to one hundred (100%) percent of the costs for successful completion of courses related to employment, excluding travel expenses. Costs to be considered by the General Manager shall include tuition, books, and materials, required equipment and laboratory fees, and incidental costs such as mandatory student body parking and health fees.
- B. Percentage of reimbursement shall be determined on the basis of job relatedness, relative District/employee benefit, and shall be based upon the California State College systems fee schedule.
- C. An employee who desires reimbursement of education costs should submit a Tuition Assistance Request form to the Personnel Office prior to enrollment in the course(s).
- D. The District shall pay registration fees for employees authorized to attend District-approved conferences and seminars.
- E. The District will pay the licensing fee for any employee who is eligible to be licensed for California Department of Food and Agriculture Qualified Applicators Certificate with at least one category obtained for ornamental, turf or rights-of-way.
- F. In September, 1995 and again in March, 1996, the District will administer the Maintenance Worker II Competency Exams to all those employees wishing to take the examination. Those employees who pass the examination will be eligible for a salary adjustment of ten cents an hour in pay for demonstrated competency with respect to performing carpentry, plumbing, electrical, and concrete work at a skill level commensurate with the Maintenance Worker II level. An employee with demonstrated competency in all of the four trade skills shall be paid an additional five (5) cents an hour for a total pay rate differential of forty five (45) cents an hour. Recreation and Administrative Division employees, as well as Park Division supervisors, crew leaders, and maintenance workers are not eligible to take the examination. Beginning in 2009, Park Rangers will be

eligible to take the examinations. Employees who pass the competency test will have the differential applied on the first full pay period after the test results are made public. After the 1995-1996 fiscal year, the test will be given annually in March.

ARTICLE 33 - PERSONAL LEAVE

After six (6) months of continuous employment, eligible part time employees shall be granted a benefit in the form of personal leave with pay at a rate set by the Board of Directors.

ARTICLE 34 - RETIREMENT

- A. The District shall contract with the California State Public Employees Retirement System (PERS) for the purpose of providing eligible employees with retirement benefits and shall pay the employer's portion of the contribution for the employees' retirement program.
- B. Effective 1 July 2004, or as soon thereafter as administratively possible, the District shall contribute to PERS as Employer Paid Member Contribution seven (7) of the total seven (7) percent of the employees' Normal contribution.
- C. Each year, the District shall report as Tax Deferred Member Contributions that portion of the Normal contribution actually being paid by the employee.
- D. The contributions referenced in Sections B and C above are based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.
- E. The total value of the EPMC shall be reported to PERS as special compensation as provided by Government Code Section 20636 (c)(4) so that it will be included in compensation earnable for retirement purposes.
- F. The District shall pay each eligible employee's seven (7%) percent PERS contribution on service payments made under Section 17.D of this agreement.
- G. Effective July 1, 1991, length-of-service retirees shall receive a benefit of \$34.00 per month augmented by \$5.00 per year for each year of completed service plus \$2.00 per year for each year in retired status.

Eligibility for this payment is limited to those employees who provide proof of having filed for retirement within 120 days of separation from active service with the District. "Proof" is defined when the District receives a copy of "Notice of Placement on the Retirement Roll" from PERS.

- H. Effective July 1, 1991, the district will provide for each employee coverage under the PERS survivors benefit program at the standard level.
- I. Eligible length-of-service retirees (see 34G above for eligibility) whose retirement date is after June 30, 1998 shall receive a benefit of \$50 per month augmented by \$5 per year for each year of completed service plus \$10 per year for each year in retired status.
- J. Eligible length-of-service retirees (see 34G above for eligibility) whose retirement date is after June 30, 2005 shall receive a benefit of \$60 per month augmented by \$10 per year for each year of completed service plus \$10 per year for each year in retired status.
- K. Eligible length-of-service retirees (see 34G above for eligibility) whose retirement date is after June 30, 2006 shall receive a benefit of \$75 per month augmented by \$15 per year for each year of completed service plus \$15 per year for each year in retired status.

ARTICLE 35 - MANAGEMENT/EMPLOYEE MEETING

- A. A Joint Labor/Management Committee shall be established to provide a forum for labor and management to discuss issues of concern to the parties.
- B. The union may designate up to five (5) employees as provided in Article 5, Meet and confer to attend the Labor/Management meetings.
- C. The Joint Labor/Management Committee shall meet twice each fiscal year or more or less often as determined by the Parties.
- D. The Parties agree that these meetings shall not begin prior to the hiring of a new General Manager.

ARTICLE 36 - PRIVATE VEHICLE MILEAGE ALLOWANCE

Employees who drive privately owned vehicles on District business shall receive reimbursement at a rate equivalent to the rate allowed by the Internal Revenue Service.

ARTICLE 37 - EMPLOYEE ASSISTANCE PLAN

The District shall continue the Employee Assistance Plan for the term of this agreement.

ARTICLE 38 - LIGHT DUTY POLICY

Light duty is granted only on a temporary basis at the sole discretion of the Division Administrator and the Administrator, Management Services. It will be granted based upon the needs of and benefit to the District, and the ability of the employee to perform the essential functions of a position which is authorized by the District and is available. Light duty will be granted for a maximum of twenty-six (26) weeks in any two (2) year period for all injuries, both industrial and non-industrial.

ARTICLE 39 - CONTRACTING OUT DISTRICT SERVICES

- A. The District retains the sole and complete discretion to determine the methods, means, and personnel by which District operations are to be contracted. The objective of contracting or subcontracting out shall be to provide the services and/or work at a lesser cost, or to have the work performed that is not within the skill set of District employees or for which the District does not have the proper equipment.
- B. Prior to issuing an RFP or expanding an existing service agreement to contract or subcontract out services which have been previously and regularly performed by employees in this bargaining unit, the District will notify and provide SEIU, upon request, an opportunity to meet and confer on the impact of contracting out.
- C. Upon request, the District will provide SEIU with the following information:
 - 1. Information regarding the scope of services to be contracted and proposed organizational changes.
 - 2. A copy of the formal Request for Proposals (RFP), where one has been prepared.
 - 3. Copies of staff reports to the Board of Directors which contain any analysis of the proposals and any recommendations.
 - 4. Information regarding savings to be achieved by contracting out versus performing the services with District employees.
- D. The District shall not commence an agreement for contracting or sub-contracting until the District has complied with the provisions of this Article.

ARTICLE 40 - LAYOFF POLICY AND PROCEDURE

The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The appointing authority will identify those classifications which will be reduced which will minimize the impact on the continued effectiveness of that Division and will meet the necessary reduction in force requirements as determined by the District.

A. Notification

1. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify the Personnel Officer of the name(s), classification(s), and reason(s) for layoff of employees being laid off.
2. All regular District employees to be laid off will be given written notice from the Personnel Office of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.
3. The written notice shall inform the employee of his displacement and priority employment rights.

B. Reduction in Force: Once the classifications to be reduced have been identified, the appointing authority shall determine the employee(s) to be laid off in the following order:

1. Employees in the identified classifications that are not included in PERS (e.g., temporary employees).
2. Employees in limited-term positions in reverse order of their classification length of service in the identified classifications (i.e., employees with the least amount of classification service in the classifications identified to be reduced).
3. Original probationary employees in reverse order of their classification length of service in the identified classifications.
4. Regular employees who, within the twenty-six (26) pay periods immediately prior to the layoff, have had a disciplinary action that resulted in a demotion, reduction of pay, or a suspension without pay for one (1) day or more.
5. Regular employees who within the twenty-six (26) pay periods immediately prior to the layoff have had their merit increase withheld for reasons of unsatisfactory job performance.

6. Regular employees who on their last performance review received an unsatisfactory job performance evaluation. (Unsatisfactory is defined as two marks on the employee performance evaluation form to the right of the "satisfactory" category for Parks and Administration Division employees. For Recreation Division employees unsatisfactory will be determined by the Division Administrator using the whole performance evaluation form.)
 7. Regular employees with the least continuous classification service.
 8. If there are two or more employees to be laid off who have identical length of classification service, the order of layoff shall be by total length of continuous District service. If such District length of service is also identical, layoff shall be by random selection made by the Personnel Officer.
- C. Displacement Rights (Bumping): Regular employees who are designated to be laid off and have held regular status in a lower classification within the same division, may displace employees in that lower classification. If the employee in the higher classification has not held regular status in a lower classification, then no displacement rights accrue to that individual. Conditions which affect displacement rights are as follows:
1. Employees who have been laid off in accordance with the criteria defined in B(4) are not eligible for bumping.
 2. The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in paragraphs B(5) to B(7).
 3. All employees must exercise displacement privileges within five (5) working days after receipt of the Notice of Layoff, by written notice to the Personnel Officer. If these privileges are not exercised within the specified time period, they are automatically forfeited.
- D. Demotions: Upon request of the employee, and with the approval of the appointing authority, an employee who has not held status in a lower classification may be allowed to demote to a vacant authorized position in the same department if he meets all the requirements of the lower position as determined by the appointing authority.

All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest the rate of pay prior to demotion.

- E. Transfers: The appointing authority may transfer an employee to a vacant authorized position if the employee is qualified and technically capable of performing the duties as determined by the appointing authority.

Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited his ability to transfer.

- F. Employees Demoted as a Result of a Reduction in Force: Employees who are demoted as a result of a reduction in force shall have their names placed on a classification reemployment list, in the order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.
- G. Reemployment of Employees Laid Off as a Result of Reduction in Force: Employees who are laid off and who held regular status at the time of layoff shall have their names placed on a Reemployment List for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify in the order of their classification seniority. Vacant positions in such classifications will be offered to eligibles on the Reemployment List who qualify for such vacancies and prior to an open or promotional recruitment.

Employees who are laid off and who held regular status at the time of layoff shall also be eligible to compete for positions in classifications at a higher salary range within the same classification series of the position held prior to the layoff.

- H. Duration of Reemployment Lists: The eligibility of the individual on the Reemployment Lists shall extend for a period of two (2) years from the date of demotion or layoff. Eligibles not responding to written notification of an opening within ten (10) working days shall have their names removed from the Reemployment List.
- I. Restoration of Benefits Upon Reemployment Following a Reduction in Force: Upon reemployment following a reduction in force, an individual will have the following benefits restored:
 - 1. Prior sick leave accruals.
 - 2. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.
- J. Non-Discrimination in Reduction in Force: Layoffs and demotions which result from a reduction in force shall be made without consideration being given to an employee's race, color, national origin, religion, sex, age, citizenship, or physical handicap.

- K. Continuation of Employee Assistance Plan Benefits: Employees who are laid off and who held regular status at the time of layoff shall be kept on the EAP for a period of 60 days beyond their layoff date.

ARTICLE 41: PAYMENT FOR VACATION

Employees who have used forty (40) hours of accrued vacation hours in the preceding twelve-month period may elect to receive pay in lieu of up to forty (40) hours of vacation accrual at a rate equal to the hourly equivalent of his/her salary plus shift differential, providing the employee has a minimum of eighty (80) hours of accrued vacation time remaining after payment is made. A request for payment under this provision may not be made more than once in any twelve-month period.

ARTICLE 42 - VACATION ACCRUALS

- A. The maximum vacation accrual shall be twice the employee’s annual vacation accrual.

<u>Years of Service</u>	<u>Annual Hours</u>	<u>Maximum Hours</u>
0 to 5	80	160
+5 to 10	120	240
11	128	256
12	136	272
13	144	288
14	152	304
15 or more	160	320

- B. It is the mutual responsibility of the employee and his/her supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee’s maximum hours have been reached unless approval for accrual in excess of the employee’s maximum has been given by the Division Administrator and the General Manager.

ARTICLE 43 - DRUG AND ALCOHOL ABUSE POLICY

It is the intention of this policy to eliminate substance abuse and its effects in the work place. While Conejo Recreation and Park District has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program. While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help or continue substance abuse even while enrolled in counseling or rehabilitation programs.

Supervisors will be trained to recognize abusers and become involved in this control process. Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the District managers and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to the employees of the District, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the District.

POLICY

It is District policy that employees shall not be under the influence, or in possession, of alcohol or drugs while on District property, at work locations, or while on duty or subject to being called to duty or standby, and that employees shall not sell or provide drugs or alcohol to any other employee or person while on duty or on standby duty.

While use of validly prescribed medications and drugs does violate this policy per se, failure by an employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties, or the operation of District equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The District reserves the right to search, without employee consent, all areas and property in which the District maintains control or joint control with the employee. Right to search, when utilized, shall be preceded with notice to the employee of his/her right to representation and to be present during the search. Otherwise, the District may notify appropriate law enforcement agencies that an employee may have illegal drugs in his or

her possession or in an area not jointly or fully controlled by the District.

Refusal to immediately submit to an alcohol and/or drug analysis when requested by District management or law enforcement personnel, or refusal to submit to a search of personal properties if requested by law enforcement personnel, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained for a reasonable time until he or she can be safely transported from the work site.

The District is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law.

The District has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or the Human Resource office for additional information.

APPLICATION

This policy applies to all employees and unpaid persons whose actions can serve to place themselves or employees at risk, cause poor employee morale, or damage the District's reputation. This policy applies to alcohol and drugs, including all substances, drugs, or medication, whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

EMPLOYEE RESPONSIBILITIES

An employee must:

- * not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- * not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while on standby duty, on breaks, during meal periods or at anytime while on District property;
- * not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or on standby duty;
- * submit immediately to an alcohol and drug test when requested by a District representative, and approved by the General Manager or his/her designated representative;

- * notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which the employee knows or should know may interfere with the safe and effective performance of duties or operation of District equipment; and
- * provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

If drug/alcohol testing is proposed, the employee who is to be tested shall have the right to determine whether the test is by blood sample or by urinalysis. Testing, other than by breathalyzer performed by law enforcement for reasonable cause, shall only be conducted by a laboratory certified by the National Institute on Drug Abuse (NIDA), using gas spectrometer testing and shall, in all cases, include a split-sample properly identified, for use by the employee if the employee challenges a positive result. The split sample and/or original sample shall be available for parallel testing by a different licensed laboratory at the District's expense. Test results and samples shall be retained for at least one (1) year. Any irregularity in the chain of custody of a sample shall serve to void the test.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- * Managers and Supervisors are responsible for reasonable enforcement of this policy.
- * Managers and Supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safety is reduced. "Reasonable suspicion" shall generally not be deemed to exist if other objective explanations exist.

For example, any of the following, alone or in combination, may constitute reasonable suspicion: (when such behavior is unusual for an individual)

- * Slurred speech;
- * Alcoholic odor on breath;
- * Unsteady walking and movement;
- * An accident involving District property, where it appears the employee's conduct is at fault, when other objective evidence exists;

- * Physical altercation;
 - * Unusual behavior;
 - * Verbal altercation;
 - * Possession of alcohol or drugs;
- * Any Manager or Supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
 - * Any Manager or Supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should arrange for the employee to be safely transported home.
 - * Managers and Supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given written consent of, and in the presence of, the employee.
 - * Managers and Supervisors shall notify their Division Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the District. If the Division Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Division Head shall notify the appropriate law enforcement agency.

PHYSICAL EXAMINATION AND PROCEDURE

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana, and other cannabinoids. Form "A" describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.

RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. "Positive results" shall be defined, for alcohol, as having a blood-alcohol level above that limit as established under California law for the operation of a motor vehicle.

If the drug screen is positive, the employee must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable

verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.

If an alcohol or drug test is positive for alcohol or drugs, the District shall conduct an investigation to gather all facts. The decision to discipline or terminate will be carried out in conformance with Chapters 24-26 of the District's Personnel Policy Manual.

The Alcohol/Drug Abuse Report shall not be considered valid until signed by a trained supervisor/manager and the General Manager or his designee. Any such report shall be removed from the file unless confirmation is made the violation took place.

CONFIDENTIALITY

Suspicion of, discipline for, participation in EAP laboratory reports and test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources office. The reports or test results may be disclosed to District management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employee and employee; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Disclosure of any information garnered through the administration of this policy is a violation of this policy and may cause discipline up to and including termination of the person or persons making the disclosure.

ARTICLE 44 INDUSTRIAL INJURY AUGMENTATION

Upon full return to duty, employees who have been on industrial leave and whose vacation and sick leave accruals have fallen below 40 hours each will be advanced sufficient hours to establish accruals of 40 hours sick leave and 40 hours vacation. Employees will receive no additional accruals to these hours until their normal accruals have reached 40 hours vacation and 40 hours sick leave.

ARTICLE 45 EMPLOYEE WELLNESS PROGRAM

The District will reimburse up to \$15 per month for wellness/fitness related expense such as non-traditional medical treatment, health club memberships, weight loss programs, smoking cessation programs, etc.

ARTICLE 46 PAID TIME OFF DONATIONS POLICY

Employees who meet established guidelines are allowed to donate earned vacation, comp-time or floating holiday hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

- A. The Division Head must approve, in advance, the donation.
 - 1. Any eligible employee wishing to receive such donations must complete the Request for Paid Time Off Donations Form. The form must be signed by the employee and approved by the requesting employee's Division Head.
 - 2. Upon approval of an employee's request for donated time, the Human Resources Office may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
 - 3. Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to the payroll clerk.
- B. Only earned vacation, comp-time, and earned floating holiday credits may be donated. Sick leave may not be donated.
 - 1. Donations are entirely voluntary and time is to be donated in whole hour increments.
- C. The donated hours will be converted to a dollar equivalent and the donee will receive it at his/her rate of pay.
- D. To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness.
- E. Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be prorated back to the employees donating the time.

ARTICLE 47 - ACCEPTANCE OF MEMORANDUM

It is agreed that this Memorandum shall be binding on the District and SEIU upon acceptance by the District Board and Association. Should either the Board or membership


of the employee's association fail to ratify this Memorandum, negotiations shall be reopened with ten (10) days. Upon implementation, the Memorandum shall supersede any conflicting rules or regulations of the District. All District policies affecting wages, hours, and other terms and conditions of employment in force shall remain in force and unaltered during the life of this Memorandum except as they may be amended by agreement of the parties to this Memorandum.

CONEJO RECREATION AND PARK DISTRICT
ASSOCIATION

SEIU-CRPD EMPLOYEES

 11/12/08

Jim Friedl, General Manager

 11/3/08

Harold Walker, SEIU Negotiator



Sheryl Lewanda, Administrator



Betty Trist, SEIU Member Representative



Shelly Howell, Human Resources
Supervisor

Sheila Fernandez, SEIU Bargaining Team



Michael Hawk, SEIU Bargaining Team



Floyd Loomis, SEIU Bargaining Team



Mike McAdam, SEIU Bargaining Team

Signed and dated this 11/12/08

Approved by the CRPD Board of Directors
on November 6, 2008

Ratified by the SEIU-CRPD
Employees Assn. on October 22, 2008

**CONEJO RECREATION AND PARK DISTRICT
ASSOCIATION**

SEIU-CRPD EMPLOYEES

Jim Friedl, General Manager

Harold Walker, SEIU Negotiator

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Supervisor

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Michael Hawk, SEIU Bargaining Team

Floyd Loomis, SEIU Bargaining Team

Mike McAdam, SEIU Bargaining Team

Signed and dated this _____

Approved by the CRPD Board of Directors
on November 6, 2008

Ratified by the SEIU-CRPD
Employees Assn. on October 22, 2008