

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT  
AND THE  
ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT  
EMPLOYEES ASSOCIATION

July 1, 2015 to June 30, 2016

## TABLE OF CONTENTS

PREAMBLE .....	2
Chapter I. GENERAL.....	3
Section 1.01 Term .....	3
Section 1.02 Recognition .....	3
Section 1.03 Non-Discrimination.....	4
Section 1.04 Separability.....	4
Section 1.05 Integration and Construction.....	4
Section 1.06 Addressing the Board of Trustees .....	4
Chapter II. ASSOCIATION RIGHTS .....	4
Section 2.01 Release Time .....	4
Section 2.02 Employee Rights to Association Representation. ....	5
Section 2.03 Use of Equipment and Facilities. ....	5
Section 2.04 Bulletin Boards.....	5
Section 2.05 District Records.....	5
Chapter III. DISTRICT RIGHTS .....	5
Chapter IV. EMPLOYEE RIGHTS.....	6
Section 4.01 Employee Participation and Non-Participation Rights.....	6
Section 4.02 Personnel Files.....	7
Chapter V. DISTRICT PERSONNEL RULES.....	7
Chapter VI. MOU DISTRIBUTION .....	8
Chapter VII. NO STRIKE/NO LOCKOUT .....	8
Chapter VIII RETIREMENT .....	8
Chapter IX. Additional Provisions Modifying the District’s Personnel and Salary Resolution ...	9

## **PREAMBLE**

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the District and the Association pursuant to Government Code Section 3500, et seq.

**Chapter I. GENERAL**

**Section 1.01 Term**

Except where expressly stated otherwise, the Orange County Mosquito and Vector Control District (District) and the Orange County Mosquito and Vector Control District Employees Association (Association) agree that the provisions of this Memorandum of Understanding (MOU) shall become effective July 1, 2015 and shall expire on June 30, 2016.

**Section 1.02 Recognition**

Pursuant to District Resolution No. 388 the Association is the exclusive representative for the following job classifications:

- A-59 Information Technology Analyst
- A-58 Biologist
- A-58 Senior Vector Control Inspector III<sup>1</sup>
- A-58 Vector Ecologist
- A-55 Vector Control Inspector III<sup>1</sup>
- A-55 Vehicle Maintenance Coordinator
- A-55 GIS Coordinator
- A-53 Accounting Supervisor<sup>1</sup>
- A-53 Assistant Biologist
- A-53 Assistant Vector Ecologist
- A-53 Microbiologist
- A-53 Public Outreach Coordinator<sup>1</sup>
- A-52 Human Resources Analyst
- A-50 Information Technology Coordinator
- A-50 Vector Control Inspector II
- A-50 Vehicle Maintenance Mechanic
- A-48 Maintenance Worker
- A-44 Accounting Specialist
- A-44 Communications Specialist
- A-44 Human Resources Specialist
- A-44 Laboratory Specialist
- A-44 Operations Specialist
- A-36 Administrative Assistant
- A-36 Operations Support Technician
- A-36 Customer Service Representative II
- A-33 Customer Service Representative I
- A-33 Vector Control Inspector I

Extra Help Employees as defined in Personnel and Salary Resolution are excluded from the recognized unit.

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<sup>1</sup> Supervisory position per Appendix C of the Personnel and Salary Resolution

**Section 1.03            Non-Discrimination**

Neither the District nor the Association in the application of the MOU or as part of the employment relationship, shall, in any way, unlawfully discriminate against any employee on the basis of race, ethnicity, religion, disability, gender, national origin, age, sexual orientation, or any other protected class or activity (as provided by state and federal law).

**Section 1.04            Separability**

If any article or section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article or section shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

**Section 1.05            Integration and Construction**

This MOU represents the entire understanding of the parties hereto as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this MOU. This MOU shall be construed as if drafted by all of the parties hereto.

**Section 1.06            Addressing the Board of Trustees**

An opportunity to address the Board of Trustees shall be granted when requested in writing to the District Manager or the Clerk of the Board. In the event the Association makes a written request not less than fourteen (14) calendar days in advance of the Board Meeting, the Association request to address the Board shall be incorporated within the open session agenda. One Association representative shall be allowed to address the Board of Trustees for a maximum of five (5) minutes during such Board meeting.

**Chapter II.            ASSOCIATION RIGHTS**

**Section 2.01            Release Time**

**A.        Release Time for Negotiations.**

Three (3) employee representatives of the Association shall be allowed release time without loss of compensation when formally meeting and negotiating with District representatives during MOU negotiations or on any other matters within the scope of representation.

**Section 2.02 Employee Rights to Association Representation.**

The District recognizes the need and affirms the rights of the employees in the unit to have representation. Employees of the District shall have the right to be accompanied by an Association Representative at grievance meetings, or in meetings with the Board, the District Manager, or with a management or supervisory employee where the bargaining unit employee reasonably believes that a disciplinary action may result. The Association representative, if a District employee, and the employee will not suffer a loss of compensation during such meetings, if such meetings are held at the direction or request of District management and are held during regular working hours for the employee and Association representative. Meetings held during non-working hours will not result in overtime.

**Section 2.03 Use of Equipment and Facilities.**

Upon written approval in advance and without charge, the Association shall be granted the right to use the District boardroom for lawful Association business. The conditions of such use shall be consistent with applicable law, and permission shall not be unreasonably withheld.

**Section 2.04 Bulletin Boards.**

The Association may use the designated District bulletin boards. It shall be the sole right of the Association to place material on the bulletin boards and to remove unauthorized material. No material will be posted on the Association's portion of the bulletin board by the District. All material posted by the Association shall be dated and clearly identified by either official identification or the signature/title of the authorized Association official. In turn, the Association agrees that materials placed on the bulletin board will not create an adversarial work environment or are not of a derogatory or personal nature or inflammatory. The District may contact the Association without fear of any reprisal in the event that it perceives material in the bulletin board to be in violation of this section and request its removal.

**Section 2.05 District Records.**

The Association shall have the right at reasonable times to review and/or receive copies of any documents in the District's possession which are open by law to public inspection or which are necessary to the Association's fulfillment of its role as exclusive bargaining representative. The first copy of the material is free of charge; additional copies are 10¢ per page.

**Chapter III. DISTRICT RIGHTS**

Unless specifically modified by the provisions of this Agreement, the District has and will retain the exclusive right to manage and direct the performance of District services and therefore the following matters will not be subject to the meet and confer process but shall be within the exclusive discretion of the District.

- A. To determine public policy;
- B. To determine the merits, necessity or organization of service or activity conducted by the District;
- C. To determine and change the facilities, methods, means and personnel by which the District operations are to be conducted;
- D. To expand or diminish services;
- E. To determine and change the number of locations, and types of operations and the processes and materials to be employed in carrying out all District functions; and to relocate the District's offices;
- F. To determine the size and composition of the work force, to assign work to employees in accordance with class specifications, and to determine new job classes, to establish and change work schedules and assignments (including work locations), and to determine the days and hours when employees shall work;
- G. To relieve employees from duty because of lack of work or funds;
- H. To discharge, suspend or otherwise discipline employees in accordance with established Personnel Rules and the MOU;
- I. To prepare class specifications for new work not currently performed by the bargaining unit and to maintain a classification plan;
- J. To hire, transfer, promote and demote employees in accordance with the provisions of the Personnel Rules and the MOU;
- K. To determine policies, procedures, rules and standards for selection and employment;
- L. To establish employee performance standards;
- M. To maintain the efficiency of District operations;
- N. To take any and all necessary actions to carry out its missions in emergencies, limited, however, to the duration of the emergency;
- O. To exercise complete control and discretion over the District's organization and technology of performing its work and services; and
- P. To establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of District services.

All represented employees shall retain all rights granted to them under the MMBA.

## **Chapter IV. EMPLOYEE RIGHTS**

### **Section 4.01 Employee Participation and Non-Participation Rights.**

The District and the Association recognize the right of employees to participate in lawful employee organization activities and the equal alternative right to refrain from participating in employee organization activities.

**Section 4.02            Personnel Files.**

The personnel file of each employee shall be maintained at the District's central administrative office, and shall not be removed for any reason.

- A.     Employees shall be provided with copies of any written material placed in the employee's personnel file which could be used for disciplinary purposes. In such case, the employee shall be offered the material before such materials are placed in the employee's personnel file. The employee shall have a right to attach a written response to the material within ten (10) working days of it being placed in the employee's file.
  
- B.     An employee shall have the right at a reasonable time, upon prior agreement with the District Manager, without loss of pay, to examine and/or obtain copies of any material from the employee's personnel file. The District shall allow employees, or with written permission from the employee, the employee's Association representative, to inspect his/her personnel file within two (2) days of the date of receipt of a written request for inspection. The District shall provide the District employee or authorized individual with a copy of any portion(s) of the personnel file requested at the time of inspection.
  
- C.     All personnel files shall be kept in confidence and shall be available for inspection only to supervisory or management employees of the District who have an employment-related need for information, or to the Board's legal counsel, when necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or the employee's Association representative if authorized by the employee. The log shall be maintained in the employee's personnel file.
  
- D.     Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

**Chapter V.            DISTRICT PERSONNEL RULES**

It is understood and agreed that there exists within the District certain personnel rules, policies and practices contained in the Personnel and Salary Resolution No. 389 (11/21/13 as modified by Resolution No.396 (5/15/14), which will continue in effect, except for those provisions modified by this MOU, unless and until modified by mutual agreement of the parties (or unilateral implementation after the impasse process is completed) and enacted by the Board of Trustees in accordance with state law.

Except as provided herein all wages, hours, and other terms and conditions of employment presently enjoyed by affected employees set forth in the Personnel Rules shall remain in full force and effect during the term of the MOU. The District shall have the right to update said Personnel



Rules that do not affect wages, hours and other terms and conditions of employment with the understanding that prior to such changes the District will notify the authorized representative of the Association.

#### **Chapter VI. MOU DISTRIBUTION**

The District agrees to provide all new employees, covered by this MOU, a copy of the MOU. Both the District and the Association will equally share in the cost of printing the MOU.

#### **Chapter VII. NO STRIKE/NO LOCKOUT**

- A. Purpose. The Board of Trustees believes it is important for the District to continue to provide for control of mosquitoes and other vectors and the diseases they can transmit to humans at all times without interruption for any reason. Therefore, the Board, all employees and any employee organization will work together to prevent any disruption of service which constitutes an imminent and substantial threat to the public health and safety.
- B. No Lockout. The District agrees that there shall be no lockout of employees during the term of this Agreement.
- C. No Strike. During the term of this Agreement, the Association and its members will not cause, sanction or take part in any strike (whether sit- down, stay-in, sympathetic, general or any other kind), walk-out, stoppage of work, retarding of work or boycott (whether primary or secondary in nature), or any other interference with the operation and conduct of the District's business.
- D. Association Responsibility. In the event that any of the occurrences prohibited by the preceding Paragraph C take place, the Association shall immediately and publicly declare such action is not authorized and will use all means within its power to stop such action at the earliest possible time, and will not honor any picket line set up under such circumstances.
- E. Disciplinary Action. It is agreed and understood that any employee violating this Article may be subject to appropriate discipline up to and including termination by the District.

#### **Chapter VIII. RETIREMENT**

The District contracts with CalPERS to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the District has implemented first, second and third tier retirement benefits:

- A. Tier 1: For employees hired by the District prior to July 13, 2012 the retirement formula shall be the 2.0% @ 55.
- B. Tier 2: For employees first hired by the District after July 13, 2012 and are considered "Classic Members" as defined by CalPERS the retirement formula shall be 2% @ 60.
- C. Tier 3: For employees first hired by the District on or after January 1, 2013 and are considered "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013 the retirement formula shall be 2% @ 62. Employees will pay the full employee contribution, which will be one-half the normal rate as determined by CalPERS and there shall be no employer payment of any of the required employee contribution.

Effective July 11, 2014 all employees in the Tier 1 and Tier 2 plans shall pay the full seven (7%) of the required employee contribution to CalPERS. This shall be paid on a pretax basis.

During the term of this MOU the parties agree to meet and confer on the use of accumulated sick leave under the prior OCERS retirement system and under the current CalPERS system. The failure to reach a mutual agreement is not subject to the impasse procedure set forth in Section 14 of Resolution No. 131 (as adopted by Resolution No. 305 on August 17, 2006); the grievance process; unfair labor practice proceedings before the Public Employment Relations Board; and/or proceedings in the Superior Court.

**Chapter IX. Additional Provisions Modifying the District's Personnel and Salary Resolution**

**ARTICLE II – WORK SCHEDULE/PERIOD shall be amended to read as follows:**

**SECTION 2.A**

**Calculation of Overtime**

Employees are entitled to receive overtime pay for those hours actually worked in excess of nine (9) hours in one workday or forty (40) hours in one workweek. For purposes of calculating overtime the following assumptions shall be made: A workday is defined as a fixed period of nine (9) consecutive hours worked on one (1) particular day. The District's typical workday is Monday through Thursday beginning at 7:00 A.M. and ending at 4:30 P.M. and on a Friday will begin at 7:00 A.M. and end at 3:30 P.M. (whether that is a day off or a scheduled day). The District's workweek shall begin on Friday at 11:00 A.M. and end the following Friday at 11:00 A.M. For purposes of determining eligibility for overtime pay, Holiday, Jury Duty and Bereavement Leave hours shall be counted as hours worked for purposes of determining overtime eligibility. All other absences (i.e., vacation, sick leave, sick other, etc.), whether compensated or uncompensated, shall not be counted as hours worked.

An exception may be made once per calendar year should an employee need to use paid time off (i.e., vacation, sick leave, sick other, etc. ) during the same forty (40) hour workweek in which overtime hours may be lost as a result. An employee may request in writing to the Administrative

Services Department that paid time off be counted as hours worked if needed for an unexpected emergency (e.g. personal illness/emergency, family illness, etc.) The total paid time off hours that may be counted as hours worked may not exceed nine (9) and must be used within one (1) work day.

## SECTION 2.C

### Distribution of Overtime

1. The District shall follow a system of fairness, making overtime opportunities available on an equal basis to qualified employees, who have been properly trained and are capable of performing the work.
  - a. To the extent possible, all interested and qualified employees shall have access to overtime opportunities by way of a single overtime pool. An employee who is qualified for the overtime event who wishes to work shall have his or her name recorded in the overtime pool. An employee with the least amount of recorded overtime hours shall have the first opportunity to an overtime event over those who have more recorded hours in the overtime pool. In the event that two (2) or more employees are eligible for the event, based on hours worked, a system of random selection shall be used. When necessary the District Manager shall make the final determination.
  - b. Special Considerations - On occasion the District may need to staff overtime opportunities with staff who meet certain criteria such as subject matter or job expertise, language(s) spoken, knowledge of cultural practices/norms, and/or familiarity with local vector control challenges. In these situations, use of the overtime pool alone may not be appropriate to select employees to staff an overtime opportunity. As overtime opportunities present themselves, the overseeing department will determine what special staffing criteria, if any, will be the most beneficial to the District. When soliciting staff to work an event, any specific criteria will be outlined. Of those employees that meet the required criteria, the employee(s) with the least amount of recorded overtime hours shall have the first opportunity to work over those who have more recorded overtime hours in the overtime pool. In certain situations, if no employees volunteer that meet the event criteria, Management reserves the right to forgo staffing the overtime opportunity.
  - c. The District shall provide represented employees with a record showing the distribution of all overtime.
  - d. Any employee scheduled to work an overtime event must contact appropriate District personnel at least 48 hours prior to the event, if unable to work the event. Employees that fail to do so, with the exception of those with written medical documentation, shall forfeit the hours, which shall be recorded within the overtime pool in a manner which will negatively impact his or her ranking in regards to subsequent overtime opportunities.

- e. An employee who volunteers and is scheduled to work a particular overtime event shall not withdraw their participation in order to work an alternative overtime opportunity. This shall be the case even if the employee provides sufficient notice as described in section 1.d of this policy.
  - f. Management Discretion and Loss of Eligibility – Management reserves the right to determine what events the District shall participate in and to ensure that certain standards that are to be upheld by all employees when working public outreach events. Such standards are defined in the District’s Public Outreach Event Guidelines policy. Any employee selected to staff an event who does not adhere to the policy, may lose his/her eligibility to staff future events.
2. If the responsible department head determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift or start before the assigned shift.

## **SECTION 2.D**

### **D. Overtime Qualifications for Outreach Events and Evening Pesticide Applications**

1. The District shall permit employees to participate in overtime opportunities, relating to outreach events and evening pesticide applications. Employees shall be deemed qualified to work such overtime opportunities by meeting the criteria outlined below:

#### **Operations:**

- a. Employees shall be required to have earned CDPH certifications (sections A and B) in order to apply pesticides for overtime events.
- b. The employee shall express a desire to work such events and meet a minimum field training requirement during the non-peak season, established by the Operations Manager, designed to meet safety and efficacy guidelines pertaining to pesticide applications.
- c. The District shall allow a reasonable amount of time for a training refresher course before the event.

#### **Public Outreach:**

- a. Beginning January 1, 2014 all employees shall be required to have earned all CDPH certifications (sections ABCD) in order to participate in public outreach events.
- b. New regular permanent employees may work public outreach events during their first year of employment without having earned all CDPH certifications (sections ABCD) if scheduled with a fully CDPH certified employee. Any employee that

has not earned all CDPH certifications after one year will not be eligible to work public outreach, accompanied or unaccompanied, until they are fully certified.

- c. The District shall allow a reasonable amount of time for a training refresher course before the event.

**ARTICLE III – PAY PRACTICES shall be amended to add the following section:**

**Section 18. Special Assignment Pay**

During the peak mosquito breeding time of the year, the District hires a number of seasonal extra-help employees to assist with various areas of District operations. Employees who temporarily perform team lead duties over seasonal extra-help employees during these peak times of the year may be entitled to a special assignment increase while they are performing such duties. A special assignment pay may be granted to an employee provided that the employee is clearly performing specific duties above and beyond that required by his/her classification (while not assigned or authorized to be filling a position out of classification) as a result of performing team lead duties over seasonal extra-help employees. Said increase shall be an additional 3% to the employee's hourly base pay.

Employees qualify for special assignment pay by meeting the following criteria:

1. Perform team lead duties over 4 or more seasonal extra-help employees who are expected to be employed by the District for a minimum of 36 hours a week for at least 12 weeks. Team lead duties include but are not limited to:
  - Scheduling work assignments
  - Providing direction for proper treatment protocols
  - Ensuring proper seasonal work teams are established
  - Checking inspection treatment records for accuracy
  - Providing field training
  - Issuing specific tools and equipment
  - Available to address emergencies in the absence of a supervisor
2. The Department Director of the employee being considered for special assignment pay must verify that team lead duties are above and beyond that required by the employee's classification during the time the seasonal extra-help employees are employed.
3. The employee must receive final approval from the District Manager for special assignment pay.

Special assignment pay is only granted for the period of time in which the employee is performing team lead duties and will cease upon the termination of qualifying seasonal extra-help employees.

**ARTICLE VI – VACATION shall be amended to read as follows:**

**Section 2.J**

Not more than once in each fiscal year, an employee may request to be paid for accrued vacation in either two increments of thirty (30) hours each or one increment of sixty (60) hours; and Administrative Management and Confidential employees may request to be paid for accrued vacation in either two separate increments of forty (40) hours each or one increment of eighty (80) hours during each fiscal year.

**ARTICLE VII – HOLIDAYS shall be amended to read as follows:**

**Section 1.A**

District employees shall observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday (February 12)
- Washington's Birthday (Presidents' Day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (Second Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

**ARTICLE XVI – INSURANCE shall be amended to read as follows:**

**Section 1.A**

	Employee	Employee + 1	Employee + Family
Supervisory Employees	\$700	\$1,150	\$1,420
All other permanent/probationary/limited-term employees	\$670	\$1,120	\$1,390

Any unused Health Benefit Allowance may be taken as taxable income or may be deposited into the District's 457 Deferred Compensation Plan or Flexible Spending Account pre-tax. Any unused funds will not count towards the employee's base pay for purposes of calculating compensation toward retirement benefits in CalPERS or OCERS.

Employee + 1 shall be defined as a District employee and one (1) dependent.

Employee + Family shall be defined as a District employee and two (2) or more dependents.

If an employee can provide proof of medical coverage elsewhere, the employee may be eligible for a health plan reimbursement equal to that allowance provided to single employees enrolled in a District health plan.

These benefits shall be provided to all permanent or probationary employees. The District reserves the right to change the insurance carrier, coverage, and level of benefits from time to time.

Health Plan Allowance - The District provides health coverage through the California Public Employees' Retirement System (CalPERS). Coverage is provided using the "Minimum Statutory Contribution Method," as defined by CalPERS. During the term of this Agreement, the District shall make the minimum employer contribution toward health coverage that is necessary to comply with Assembly Bill 2544 (Stats. 2006, Ch. 862). The minimum employer contribution toward health coverage shall be termed "Health Allowance." Any amount offered in addition to health allowance shall be termed "Supplemental Benefit." The supplemental benefit shall be entirely controlled by the District. The sum of the 1) health allowance, and 2) supplemental benefit shall equal the individual person's health allotment.


**Section 3.C**

Effective July 1, 2015, employees opting out of District health coverage shall not be eligible to enroll in dental or vision insurance through the District. Any existing employees who opt out of medical and receive District paid dental and/or vision as of July 1, 2015 shall continue to receive this benefit unless terminated by the employee.


IN WITNESS WHEREOF, the parties hereto executed this Memorandum of Understanding on July 16, 2015.

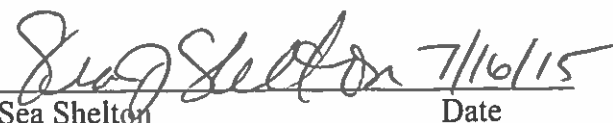
On behalf of the Orange County Mosquito and Vector Control District Employees Association:

On behalf of the Orange County Mosquito and Vector Control District

  
Amber Semrow    7/16/15  
Date  
OCMVCDEA President

  
Michael G. Hearst    7/20/15  
Date  
District Manager

  
Todd Harries    7-16-15  
Date  
OCMVCDEA Vice President

  
Sea Shelton    7/16/15  
Date  
Director of Administrative Services