

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, 2019 to June 30, 2023

## TABLE OF CONTENTS

PREAMBLE .....	2
Chapter I. GENERAL .....	3
Section 1.01 Term .....	3
Section 1.02 Recognition .....	4
Section 1.03 Non-Discrimination .....	5
Section 1.04 Separability .....	5
Section 1.05 Integration and Construction.....	5
Section 1.06 Addressing the Board of Trustees.....	5
Chapter II. ASSOCIATION RIGHTS .....	5
Section 2.01 Release Time.....	5
Section 2.02 Employee Rights to Association Representation .....	6
Section 2.03 Use of Equipment and Facilities .....	6
Section 2.04 Bulletin Boards. ....	6
Section 2.05 District Records. ....	6
Chapter III. DISTRICT RIGHTS .....	6
Chapter IV. EMPLOYEE RIGHTS.....	7
Section 4.01 Employee Participation and Non-Participation Rights. ....	8
Section 4.02 Personnel Files. ....	8
Chapter V. DISTRICT PERSONNEL RULES .....	8
Chapter VI. MOU DISTRIBUTION .....	9
Chapter VII. NO STRIKE/NO LOCKOUT.....	9
Chapter VIII. COMPENSATION.....	9
Chapter IX RETIREMENT .....	10
Chapter X. Additional Provisions Modifying the District's Personnel and Salary Resolution .....	10

## **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, 2019 and shall expire on June 30, 2023.

### **Section 1.02 Recognition**

Pursuant to District Resolution No. 425 the Association is the exclusive representative for the following job classifications:

- A-59 Information Technology Analyst
- A-58 Urban Water Program Manager
- A-58 Integrated Vector Management Compliance Officer
- A-58 Biologist
- A-58 Microbiologist
- A-58 Operations Supervisor\*
- A-58 Vector Ecologist
- A-55 Vector Control Inspector III\*
- A-55 Fleet and Equipment Maintenance Coordinator\*
- A-55 GIS Coordinator
- A-54 Public Information Officer
- A-53 Assistant Biologist
- A-53 Assistant Vector Ecologist
- A-53 Education Coordinator
- A-52 Senior Accountant
- A-50 Information Technology Coordinator
- A-50 Vector Control Inspector II
- A-50 Fleet and Equipment Maintenance Mechanic
- A-44 Accounting Specialist
- A-44 Communications Specialist
- A-44 Laboratory Specialist
- A-44 Operations Specialist
- A-43 Facilities Maintenance Technician
- A-43 Fleet and Equipment Maintenance Technician
- A-36 Administrative Assistant
- A-36 Vector Control Inspector I
- A-36 Customer Service Representative II
- A-33 Customer Service Representative I

\* Supervisory position per Appendix C of the Personnel and Salary Resolution

Extra Help Employees as defined in Personnel and Salary Resolution are excluded from the recognized unit, except as noted below:

1. The District agrees that it will not hire any employees into the classification of Vector Control Assistant who are not already Vector Control Assistants or who have previously held the position of Vector Control Assistant. When there are no employees remaining in the classification of Vector Control Assistant, the classification will be removed from the Position Control Schedule.
2. The Vector Control Assistant position will become represented by the Orange County Mosquito and Vector Control District Employees Association and will continue to be a represented position until it is eliminated.

This agreement will not change the wages, benefits, or at-will status of employees in the position of Vector Control Assistant.

**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 \$1.00 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. 415 (11-20-2015) as modified by Resolution No. 420 and No. 425 (3-17-2016 and 5-19-2016), 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. COMPENSATION**

Effective July 5, 2019, the pay ranges for Regular full-time employees shall receive a cost of living adjustment increase of 3% for fiscal year 2019/2020. Effective July 3, 2020, the pay ranges for Regular full-time employees shall receive a cost of living adjustment increase of 2% for fiscal year 2020/2021. Effective July 2, 2021, the pay ranges for Regular full-time employees shall receive a cost of living adjustment increase of 2% for fiscal year 2021/2022. Effective July 1, 2022 the pay ranges for Regular full-time employees shall receive a cost of living adjustment increase of 2% for fiscal year 2022/23.

**Chapter IX. 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.

**Chapter X. ADDITIONAL PROVISIONS MODIFYING THE DISTRICT'S PERSONNEL AND SALARY RESOLUTION**

**ARTICLE III — PAY PRACTICES**

**Section 14. Bilingual Pay**

Qualified employees who meet the following criteria shall receive an additional \$32.00 per pay period or forty (40) cents per hour for 80 hours worked

- A. An employee must be assigned by the District Manager to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.
- B. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
- C. To become qualified, employees must be certified as qualified by the District Manager.
- D. Bilingual pay shall not apply to workers' compensation supplement pay.

**SECTION 16. Tool Pay**

Employees who voluntarily utilize their own mechanical tools for District related purposes to accomplish their employee duties and responsibilities, as they relate to the District and their designated positions, are eligible to receive seventy (70) dollars per month. A determination regarding eligibility shall be made by the District Manager.

**ARTICLE V — LEAVE PROVISIONS**

**Section 2. Bereavement Leave**

Upon request, regular permanent/probationary, or limited-term employees shall receive necessary time off with pay, not to exceed five (5) days in any-one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, grandchild, daughter-in-law, son-in-law, registered domestic partner, or legal guardian.

**Section 8. Jury Duty**

A regular permanent/probationary, or limited-term employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours for the duration of the jury service as required, provided the employee waives the payment or deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the District Administrative Services Department. An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

**ARTICLE VI — VACATION**

**Section 1.A**

New employees in permanent/probationary positions, including administrative management and confidential employees shall accrue vacation in accordance with the following schedule:

<u>Years of Full-Time Continuous Service</u>	<u>Vacation Hours</u>	<u>Accrual per Pay Period</u>
0-3 (0-36 months)	80	3.08 hours
4-7 (37-84 months)	120	4.62 hours
7+ (85+ months)	160	6.15 hours

**ARTICLE VII — HOLIDAYS**

**Section 1.A**

District employees shall observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday (Presidents' Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day (November 11)
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Two (2) Floating Holidays (9 hours each). Floating Holidays shall be credited to each employee's bank on January 1<sup>st</sup> of each year. Floating holidays earned in 2019 must be used by December 31, 2020. All Floating Holiday hours must be used by December 31<sup>st</sup> of the year in which the hours were issued with the exception of 2019.

- B. When a holiday falls on a Sunday, the next regular working day shall be observed as the holiday.
- C. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
- D. When any other holiday falls on a Saturday, eight (8) hours of compensatory time shall be credited to each regular permanent/probationary, limited-term employee's account, with a prorated amount credited for a part-time employee.
- E. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this agreement (commonly known as Good Friday), shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees who's regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

**ARTICLE XVI — INSURANCE:**

**Section 1.A**

For the contract period, medical allowances shall be determined as follows:

In August of each year, enrollment in each medical plan will be determined. Those medical plans with five (5) or more District employees enrolled will be used to benchmark premiums. If said plans premiums increase \$50 or more, the District will increase the monthly medical allowance by \$50. If the plans premiums decrease \$50 or more, the District will decrease the monthly medical allowance by \$50 not to go below 2019 Allowances listed below.

2019 Allowances

	Employee	Employee + 1	Employee + Family
Supervisory Employees	\$950	\$1400	\$1670
All other permanent/probationary/limited-term employees	\$920	\$1370	\$1640

Those employees that opt-out of a District medical plan shall receive a cash-in-lieu amount of \$920 per month. This amount can be used to pay for optional benefits (Dental, Vision, etc.) and/or receive as income (subject to taxation as wages). This amount shall remain for the contract period.

**Section 5.B**

Active employees hired on or after July 1, 2009, shall receive the following supplement benefit portion toward the retiree health allotment upon retirement based on longevity with the District;

Employed Full-Time continuously 10-15 years	\$100 monthly stipend
Employed Full-Time continuously 15-20 years	\$150 monthly stipend
Employed Full-Time continuously 20 or more years	\$200 monthly stipend

Active employees who retire with less than 10 years of services shall only receive the CalPERS mandated retiree health allowance for the corresponding year under the statutory minimum contribution method as described in Section 1.A. above.

**ARTICLE XVII — DEFERRED COMPENSATION shall be amended to read as follows:**

The District will match up to \$150.00 per pay period through fiscal year 2020/2021, the District match will increase to \$160.00 per pay period effective July 1, 2022, of an employee's contribution to a District Authorized Internal Revenue Code Section 457 (b) Deferred Compensation Plan.

Employees may elect to cancel participation in the program by signing a form provided by the Administrative Services Department.

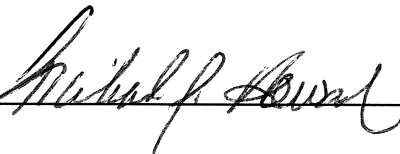
IN WITNESS WHEREOF, the parties hereto executed this Memorandum of Understanding on August 15, 2019.

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

Richard Arnold  Date 8-19-19  
OCMVCDEA President

William Mudge  Date 8-19-19  
OCMVCDEA Vice President

On behalf of the Orange County Mosquito and Vector Control District, as authorized by Orange County Mosquito and Vector Control District Board of Trustees Resolution No. 482:

Richard J Howard  Date 8-19-19  
District Manager