

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ADMINISTRATIVE BUILDING, ROOM #6
1605 E. BURNLEY ST, CAMARILLO, CALIFORNIA**

**BOARD OF DIRECTORS
SPECIAL MEETING AGENDA
October 14, 2020**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 and the order of the Ventura County Public Health Officer issued March 20, 2020 (Stay Well at Home)

In order to minimize the spread of COVID-19, Room #6 will not be open to the public.

Public Comment options:

- a. **Email – If you wish to make a comment on a specific agenda item, please submit your comment via email by 3:00 pm on Wednesday, October 14, 2020 to the Recording Board Secretary at kroberts@pvrpd.org. The Recording Board Secretary will print your email, distribute copies to all Board members prior to the meeting and staff will read the emailed comments aloud.**
- b. **Phone – You may call the PVRPD office at 805-482-1996, ext. #101 by 3:00 pm on Wednesday, October 14, 2020 and provide your name, your phone number and your item of interest. Staff will call you on October 14 during the time for general Public Comments which may be around 5:05 pm or at the appropriate time for a comment pertaining to a specific agenda item to allow you to state your comments.**

5:00 P.M.

SPECIAL MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ADOPTION OF AGENDA

5. OPEN COMMUNICATIONS/PUBLIC FORUM

In accordance with Government Code Section 54954.3, the Board reserves this time to hear from the public. Pursuant to Government Code Section 54956, no business other than what is set forth in this special meeting agenda may be considered by the Board. Speakers will be allowed three minutes to address the Board. **(Please note the options available to provide public comment listed above for this meeting.)**

6. UNFINISHED BUSINESS – DISCUSSION/ACTION

A. Further Discussion and Consideration for the Approval of the 2020 Camarillo Christmas Parade: Santa Hits the Road

With the continued prevalence of COVID-19 and the impacts on traditional District programming, staff have adapted the 2020 Camarillo Christmas Parade: Santa Hits the

Road to meet current State, County, and CDC guidelines and recommendations. Staff presented a proposed plan at the October 7, 2020 Regular Board Meeting.

Suggested Action: A MOTION to Approve and authorize the 2020 Camarillo Christmas Parade: Santa Hits the Road special event.

7. CLOSED SESSION

A. Conference with Labor Negotiations

The Board will conduct a closed session, pursuant to Govt. Code Section 54957.6, with the District's negotiators, Mary Otten, Kathryn Drewry, Eric Storrie and Board Counsel, regarding labor negotiations with the employee organization, SEIU Local 721.

8. NEW ITEMS – DISCUSSION/ACTION

A. Consideration and Approval of Resolution No. 618 to Accept, Adopt and Implement the Tentative Agreement and the Side Letter Agreement for a Successor Memorandum of Understanding Between District and SEIU Local 721

Updates to the MOU with SEIU Local 721 are presented for approval.

Suggested Action: A MOTION to Approve Resolution No. 618 and thereby accept, adopt and implement the Tentative Agreement and the Side Letter Agreement for a Successor Memorandum of Understanding reached between the authorized representatives of the District and SEIU Local 721.

9. ORAL COMMUNICATIONS - Informal items from Board Members or staff not requiring action.

10. ADJOURNMENT

The next Regular Board Meeting is November 5, 2020 at 6:00 p.m.

Note: Written materials related to this agenda are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours two business days preceding the scheduled Special Board Meeting.

Announcement: Public Comment: Members of the public may address the Board on any agenda item before or during consideration of the item. [Government Code section 54954.3] Should you need special assistance (*i.e.*, a disability-related modification or accommodations) to participate in the Board meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager, at (805) 482-1996, extension 114. Please notify the General Manager 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: BOARD OF DIRECTORS

FROM: MARY OTTEN, GENERAL MANAGER
By: Kathryn Drewry, Human Resources Specialist

DATE: October 14, 2020

SUBJECT: CONSIDERATION AND APPROVAL OF RESOLUTION NO. 618 TO ACCEPT, ADOPT AND IMPLEMENT TENTATIVE AGREEMENT AND SIDE LETTER AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN DISTRICT AND SEIU LOCAL 721

RECOMMENDATION

District staff recommends that the Board consider and approve Resolution No. 618, accepting, adopting and implementing the Tentative Agreement and the Side Letter Agreement that was reached between the labor negotiation representatives from the Pleasant Valley Recreation and Park District (“District”) and the Service Employees International Union Local 721 representing District employees (“SEIU Local 721” or “Union”).

BACKGROUND

In 2015, the District and SEIU Local 721 entered into their first three-year Memorandum of Understanding (“SEIU MOU 2015-18”). This original SEIU MOU 2015-18 expired on June 30, 2018. The District’s negotiation team has been meeting with SEIU Local 721 labor representatives since May of 2018 regarding a successor MOU. In February of 2019, the negotiating teams reached a written Tentative Agreement, which was ratified by the Union and signed by the negotiating teams. At its March 6, 2019 meeting, the Board rejected the Tentative Agreement reached by the Parties and required the District to resume negotiations over the terms of the successor MOU. Upon rejection of the Tentative Agreement, SEIU filed an unfair labor practice charge with the California Public Employment Relations Board (PERB) for failure to meet and confer in good faith. PERB has directed the Board to reconsider the Tentative Agreement. In addition, the negotiating parties reached a Side Letter Agreement regarding clarification of the Tentative Agreement should the Board accept and adopt the Tentative Agreement.

ANALYSIS

Pursuant to Government Code Section 3505.1, if a tentative agreement (or side letter agreement) is reached by the authorized representatives of a public agency and a recognized employee organization, the governing body of the public agency must vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement does not, however, bar the filing of an unfair labor practice charge for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.

The Parties have reached a tentative agreement on the terms for a successor MOU, which has been memorialized within Attachment 1. This Tentative Agreement was ratified by the members of SEIU Local 721 and affirmed and executed by the labor representatives of the respective parties.

The proposed changes to the SEIU MOU 2015-18 to be incorporated into a successor MOU are detailed in the attached Tentative Agreement. Below is an overview of the major updates:

- Term of Agreement – July 1, 2018 to June 30, 2021 (3 years).
- Salary Plan – A 2% COLA will be effective retroactive to the first pay date on or after July 1, 2018, July 1, 2019, and July 1, 2020.
- Promotion Between Classifications – Replaced the specific certifications with general certification descriptions required for promotion between Grounds Facilities I and Ground Facilities II as well as the promotion to Maintenance Crew Leader. By broadening our certification standards, the District will ensure staff has a variety of relevant job skills and training.
- Overtime and Compensatory Time – Clarification that on-call duty shall be limited to Friday, Saturday, and Sunday as well as observed District Holidays.
- Work Clothing – The uniform allowance for jeans is increased from \$150 to \$160 and an addition of a uniform allowance for Park Rangers of \$200 every other FY is included, retroactive to July 1, 2018.
- Sick Leave – Part-Time-Year-Round employees to increase accrual from 1.54 to 2.76 hours per pay period retroactive to July 1, 2018.
- Medical Benefits – District contribution would increase from 55% to 70% of the highest cost HMO family health plan retroactive to July 1, 2018.

Finally, the Tentative Agreement reflects that there is an existing dispute over whether represented employees are at-will employees and whether the District has clear due process appeal procedures for any employees deemed or found to be not at-will. The negotiation teams came up with a compromise to resolving the ongoing dispute whereby the parties agree that by respectively ratifying and approving the Tentative Agreement, each party still continues to maintain its separate position relative to this ongoing dispute and neither waives any rights to defend its position or contest the other's position under the terms of the Tentative Agreement or successor MOU or in a court of law. The parties further agree to meet and confer within the ninety (90) days of the District Board's approval of the Tentative Agreement to attempt to resolve this ongoing dispute and add any additional MOU provisions that might be mutually agreed upon in this regard, including but not limited to a disciplinary appeal process provision. If the parties cannot resolve this dispute, they agree to submit this matter to fact-finding and mediation. If the parties are still in disagreement after fact-finding and mediation have concluded, the parties agree to submit this dispute to binding arbitration.

While the Board remains free to reject the Tentative Agreement reached by the parties, such a rejection would require the District to resume negotiations over the terms of the successor MOU. The Board of Directors' decision to accept or reject the February 14, 2019 Tentative Agreement shall not rely on any claim that the District's bargaining representatives or attorneys were not authorized to negotiate its terms and conditions. If the District's Board of Directors votes to reject the February 14, 2019 Tentative Agreement, the District shall, upon request, promptly resume the meet-and-confer process with SEIU and continue that process in good faith until completed. Should the District fail to resume negotiations over terms of the successor MOU that are within the scope of bargaining, the District may be liable for breaching its duty to meet and confer in good faith under Section 3505 of the Government Code.

In addition, the negotiating parties reached a Side Letter Agreement regarding clarification of the Tentative Agreement should the Board accept and adopt the Tentative Agreement, which is provided herewith as Attachment 2. The Side Letter Agreement defers the July 1, 2020 COLA to July 1, 2021, and clarifies that increased compensation and/or benefits in the Tentative Agreement shall only apply to employees still on payroll as of the date the Board approves the Tentative Agreement and to those who retired under CalPERS rules from employment with the District since July 1, 2018.

FISCAL IMPACT

A retroactive Cost of Living Adjustment dated back to July 2018 will total \$92,945, while the increase to the District's contribution to medical benefits will cost \$57,375.

RECOMMENDATION

It is recommended the Board review and approve Resolution No. 618 and thereby accept, adopt and implement both the Tentative Agreement for a Successor Memorandum of Understanding and the Side Letter Agreement between the authorized representatives of the District and SEIU Local 721.

ALTERNATIVE COURSE OF ACTION

Alternatively, the Board may reject the Tentative Agreement reached between the District and SEIU Local 721. However, such a rejection would trigger the District's duty to return to the bargaining table to meet and confer in good faith over the terms of the rejected agreement. In addition, the Board may reject the Side Letter Agreement reached between the District and SEIU Local 721, which would mean the July 1, 2020 COLA would not be deferred and there would be a lack of clarity as to whether employees who have left District employment since July 1, 2018 would be entitled to the increased benefits and compensation adopted in the Tentative Agreement.

ATTACHMENTS

- 1) Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (8 pages)
- 2) Side Letter Agreement regarding Successor Memorandum of Understanding Per California Government Code Section 3505.1 between the Pleasant Valley Recreation and Park District and Service Employees International Union Local 72 (3 pages)
- 3) Resolution No. 618: Resolution to Accept, Adopt and Implement the Tentative Agreement and the Side Letter Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (3 pages)



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1
Between the Pleasant Valley Recreation and Park District and
Service Employees International Union Local 721**

The Memorandum of Understanding between the Pleasant Valley Recreation and Park District (PVRPD or District) and Service Employees International Union Local 721 representing PVRPD Employees (SEIU or Union) expired on June 30, 2018 (SEIU MOU 2015-18). SEIU formally requested to re-open the SEIU MOU 2015-18 via letter to the District dated February 12, 2018 and also made a formal Request for Information in that letter. After receiving the requested information from the District, the parties commenced negotiations by means of in person meetings commencing on May 7, 2018 through the present, wherein proposals were exchanged at the bargaining table and via email.

On February 11, 2019, the parties reached an oral tentative agreement on the terms for a successor Memorandum of Understanding, the deal points of which are set forth below and affirmed by the execution of this formal written Tentative Agreement by the parties' labor representatives. This Tentative Agreement was ratified by the members of SEIU on February 14, 2019. This Tentative Agreement represents a joint recommendation from the negotiation teams of both the District and SEIU to the Board of Directors of the Pleasant Valley Recreation and Park District. This Tentative Agreement, however, shall not become effective until accepted, approved, and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding." (Emphasis added.)

All terms and conditions of the prior SEIU MOU 2015-18 shall be maintained unless expressly modified or changed herein until the successor SEIU MOU is accepted, approved and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District.

TENTATIVE AGREEMENT DEAL POINTS

Art. No.	Subject	Existing MOU	Tentative Agreements
1&6	Purpose	References "Agreement"	Change title to Purpose of the MOU. Change reference from Association to Union within Article to be consistent with Article 3 reference. Move Art. 6 Recognition to Section B of Art. 1 and define SEIU. Add Part-Time Restricted to list of covered employees.
3	Union Rights	New Provision	H. If the employees' elected representative is <u>also</u> elected to the SEIU Local 721 Executive Board, then the District agrees to allow up to eight (8) hours per month of pre-approved vacation for such employees (vacation requests must be made in accordance to Article 36 Section C) to attend the SEIU Executive Board meetings.
4	Term	Terms of Agreement A. 7/1/15 to 6/30/18 B. Successor MOU meet and confer March 1 to March 31 of 2018.	Retitle MOU Term (3 yr. Proposal) A. MOU covers period July 1, 2018 to June 30, 2021. B. Change dates to February 1 to February 28, 2021.
14 A	Dues & Agency Shop	A. Employees covered by this MOU shall, as a condition of employment, become or remain members of SEIU or shall pay to the union a service fee in lieu of membership dues. Such dues or service fees are set in accordance with the by-laws for the Union.	Delete entire Section A as no longer lawful and replace with: A. Membership within and/or payment of any dues or fees to SEIU shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining SEIU.
14 B	Dues Deduction	B. 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. Any changes in union dues must be given to the	B. SEIU may request in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by SEIU, from the wages and salaries of members of SEIU Local 721. SEIU hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization. SEIU shall also provide the certification of the membership list for

		District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.	deduction purposes to the District on an annual basis or more often as needed. 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. Any changes in union dues must be given to the District a minimum of 30 days prior to change to accommodate changes to payroll. SEIU will pay the costs incurred by the District in order to set up the employee's deductions. After initial set up SEIU will be charged \$5 per employee to make changes to requested dues.
14 C	Maintenance of Membership	C. 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 exception: District employees who are members of SEIU may elect to withdraw their membership during the first ten working days of December of each year upon written notification to the District. Any employee who is not a union member shall be subject to the agency shop service fee.	C. Employees who are members of SEIU on the date that a Tentative Agreement or Memorandum of Understanding is approved and adopted by the District's Board, 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 exception: District employees who are members of SEIU may elect to withdraw their membership during the first (10) ten working days of December of each year upon written notification to SEIU.
14 D	Employee Info Opt-Out	D. Employees who do not want their personal contact information (e.g. home address, phone number) disclosed to the union upon request may opt-out of such disclosure by notifying Human Resources or designee in writing during the first ten working days of December. The District shall deliver to opted-out bargaining unit members Hudson notices and any other types of Union-related communications needed for the union to meet its duties as the exclusive bargaining representative.	D. The District agrees, pursuant to AB 119, to provide SEIU with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide SEIU with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days. Notwithstanding the foregoing, pursuant to AB 119, the District will not provide SEIU with the home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide SEIU with any home address, home telephone number, personal cellular telephone number, or personal email address of

			any employee who has made a written request to the District regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide SEIU with a copy of that request.
17 B	At-Will Issue	New	The District and SEIU agree that there exists a current dispute over whether represented employees are at-will employees. The parties agree that by executing this Tentative Agreement, each party still continues to maintain its separate position relative to this dispute and do not intend to otherwise waive rights to defend its position or to contest the other's position under the terms of the Tentative Agreement or MOU or in a court of law. Further, the parties agree to meet and confer within the ninety (90) days of the District's Board's approval of this Tentative Agreement to attempt to resolve this dispute and add any additional provisions that might be mutually agreed upon in this regard, including but not limited to a disciplinary appeal process provision. If the parties cannot resolve this dispute, they agree to submit this matter to fact-finding and mediation. If the Parties are still in disagreement after fact-finding and mediation have concluded, the parties agree to submit this dispute to binding arbitration.
18 C	Salary Plan	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2015.	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2018.
18 D	Salary Plan	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2016.	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2019.
18 E	Salary Plan	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2.5%, effective the first pay date on or after July 1, 2017.	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2020.

21	Promotion Between Classifications	<p>A. Promotion between Grounds I and Grounds II will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of a vacant Grounds II position 2. Ability to possess at least three (3) licenses/certifications; <ol style="list-style-type: none"> a. Pesticide license b. Playground Safety Certification c. Back Flow License d. Class A License <ol style="list-style-type: none"> i. The U.S. Department of Transportation requires employees with a Class A license to participate and pass random drug testing; this will be a condition of employment. e. A.F.O. or C.P.O. license f. Certification by International Society of Arboriculture as a Tree Worker or Arborist g. Irrigation Certification h. Horticulture Certification i. Small Engine repair j. Heating Ventilation and Air Conditioning Maintenance (Specialized training) 3. There will be a practical test administered one time per year. <p>Employees at this level receive only occasional instruction or assistance as new, unusual or unique situations arise and are fully aware of operating procedures and policies of the work unit.</p>	<p>A. Promotion between Grounds I and Grounds II will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of a vacant Grounds II position 2. Must be in possession of at least three (3) licenses/certifications, in which one certificate pertains to supervision/leadership skills, or a minimum of 12 hours of human resources related classes, with the remaining two certificates in technical skills including but not limited to...: 3. A practical test will be administered if the criteria of item 1 and 2 are met. <p>B. Promotion to Park Maintenance Lead Worker will be dependent upon:</p> <ol style="list-style-type: none"> 1. Availability of vacant Park Maintenance Lead worker position. 2. Must be in possession of at least four (4) in which one certificate pertains to supervision/leadership skills, or 12 hours of human resources classes, two certificates in technical skills, and the remaining certificate in the applicants choice of licenses/certifications <p>Employees hired, not promoted, into the classifications of Grounds Facilities II or Park Maintenance Crew Leader will have one (1) year to obtain the required certificates.</p>
22	Overtime and Compensatory Time	<p>D. A non-exempt employee who performs authorized work in excess of regularly scheduled hours in his/her scheduled work week shall be compensated at the rate of one-and-one half times</p>	<p>D. A non-exempt <u>full-time employee</u> who performs authorized work in excess of regularly scheduled 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</p>

		<p>his/her regular rate of pay for such overtime hours worked. Overtime hours shall be computed to the nearest quarter hour.</p> <p>G. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.</p>	<p>hours shall be computed to the nearest quarter hour.</p> <p>G. Employees who volunteer to be on-call, will be compensated at the rate of \$30 per day. On-Call days shall be limited to Friday, Saturday, Sunday and District observed holidays. Employees on call to work shall be granted a minimum of two hours of overtime, including a portal-to-portal time allowance of no more than forty-five minutes. On call hours shall not be designated as flextime nor compensatory time, and shall be compensated at the overtime rate.</p>
24	Work Clothing	<p>A. Employees covered by the Memorandum who are provided work clothing per the employee manual shall be provided an adequate number of changes so that clean and serviceable clothing can be worn each day worked.</p> <p>1. District will provide the following for full time employees:</p> <ul style="list-style-type: none"> a. 5 t-shirts/polo shirts per fiscal year b. 1 hat per year c. Sweatshirt or Jacket every other year <p>2. Full time employees will receive reimbursement for the purchase of the following items on a fiscal year bases; provided, they turn in receipts within 30 days.</p> <ul style="list-style-type: none"> a. Denim Blue Jeans -not to exceed at total of \$150 b. Steel or Safety toed work boots not to exceed \$150 <p>3. Part-time Year-Round employees will receive two t-shirts and 1 hat per fiscal year.</p>	<p>2a. Denim Blue Jeans -not to exceed at total of \$160</p> <p>2b. Steel or Safety toed work boots not to exceed \$150</p> <p>4. Lead Park Ranger will be eligible to receive reimbursement each fiscal year; provided they turn in receipts within 30 days.</p> <p>5. Part time Park Rangers will be eligible to receive reimbursement upon hire and every other fiscal year worked; provided, they turn in receipts within 30 days.</p> <ul style="list-style-type: none"> a. Uniform - not to exceed a total of \$200
25	Holidays	<p>C. If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full time employee shall be entitled to their regularly scheduled workday of holiday</p>	<p>C.Upon termination, retirement or <u>promotion</u>, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.</p> <p>Add Section D. Part time (Restricted, Seasonal & Temporary) employees are not eligible for Holiday pay.</p>


		compensatory time. Holiday time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.	
26	Sick Leave	A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 1.54 hours per pay period.	A. Accrual of Sick Leave: Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis. Part-time year-round employees shall accrue sick leave at 2.76 hours per pay period.
28	Medical Benefits	See MOU.	C1. July 2018 the District will contribute 70% towards the cost of selected health plan. Employees will contribute 30%. G. The District complies with the CalPERS Minimum Employer Contribution, California Government Code 22892 of PEMHCA. The district pays a minimum contribution to current employees and District retirees in the current amount allowed by the Government Code. This rate is subject to change yearly per CalPERS and the Consumer Price Index-Urban.
36	Vacation	A. The maximum vacation accrual shall be three times the employee's annual vacation accrual. See Below Table 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 Department Director and the General Manager.	Include language....The District supports and encourages the use of vacation to provide opportunities to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period; including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation

SIGNATURES ON NEXT PAGE


SEIU LOCAL 721


Aram Agdaian,
Campaign Coordinator/Negotiator


Jesse Gomez
Negotiation Team Member


Matt Hernandez
Negotiation Team Member

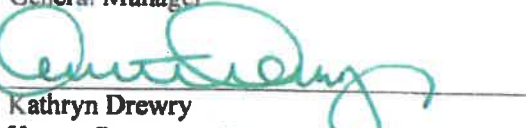

Brandon Lopez
Negotiation Team Member


Michael Guerrero
Negotiation Team Alternate


Edwin Valdez
Worksite Organizer

PVRP DISTRICT


Mary Owen
General Manager


Kathryn Drewry
Human Resources Specialist


Eric Storrie
Recreation Services Manager


Colin Tanner
Special Counsel/Labor Negotiator



**SIDE LETTER AGREEMENT
REGARDING SUCCESSOR MEMORANDUM OF UNDERSTANDING
Per California Government Code Section 3505.1
Between the Pleasant Valley Recreation and Park District and
Service Employees International Union Local 721**

The Memorandum of Understanding between the Pleasant Valley Recreation and Park District (PVRPD or District) and Service Employees International Union Local 721 representing PVRPD Employees (SEIU or Union) expired on June 30, 2018 (SEIU MOU 2015-18). SEIU formally requested to re-open the SEIU MOU 2015-18 via letter to the District dated February 12, 2018. On February 11, 2019, the parties reached an oral tentative agreement on the terms for a successor Memorandum of Understanding, the deal points of which were set forth and affirmed by the execution of a formal written Tentative Agreement ratified by the members of SEIU on February 14, 2019 ("Tentative Agreement"). The District's Board is reconsidering the Tentative Agreement at a special meeting to be held on October 14, 2020.

The District's and Union's labor representatives recently met and conferred, pursuant to both the Meyers-Millias-Brown Act ("MMBA") (Gov't Code Section 3500-3511) and the District's Employer-Employee Relations Resolution, Resolution No. 104, regarding the Tentative Agreement in light of the ongoing COVID-19 pandemic and the attendant financial impacts to the District resulting therefore and reached the following additional terms to be included in the Tentative Agreement and conditioned upon the District's approval of the Tentative Agreement.

This Side Letter Agreement represents a joint recommendation from the negotiation teams of both the District and SEIU to the Board of Directors of the Pleasant Valley Recreation and Park District. This Side Letter Agreement, however, shall not become effective until accepted, approved, and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District per California Government Code Section 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good

faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.” (Emphasis added.)

All terms and conditions of the prior SEIU MOU 2015-18 and Tentative Agreement shall be maintained unless expressly modified or changed herein until the successor SEIU MOU is accepted, approved and adopted by the Board of Directors of the Pleasant Valley Recreation and Park District.

SIDE LETTER AGREEMENT DEAL POINTS


Art. No.	Subject	Tentative Agreement	Side Letter Agreement
18 C	Salary Plan	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2018.	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2018 and paid retroactively for those employees still on payroll at the time the District Board approves the Tentative Agreement and this Side Letter Agreement or who have retired from District employment under CalPERS rules since July 1, 2018.
18 D	Salary Plan	D. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2019.	C. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2019 and paid retroactively for those employees still on payroll at the time the District Board approves the Tentative Agreement and this Side Letter Agreement or who have retired from District employment under CalPERS rules since July 1, 2018.
18 E	Salary Plan	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the first pay date on or after July 1, 2020.	E. Full-Time/Part-time Year Round Employee salaries shall be increased by 2%, effective the pay period starting July 3rd through July 16th, 2021, which would be paid on the July 22, 2021 paycheck. [Deferral of July 1, 2020 salary increase]
22 24 25 26 28 36	Overtime Work Clothing Holidays Sick Leave Medical Benefits Vacation	See February 14, 2019 Tentative Agreement	All benefit increases provided in these provisions as set forth in the February 14, 2019 Tentative Agreement shall apply retroactively only to those employees still on payroll at the time the District Board approves the Tentative Agreement and this Side Letter Agreement or who have retired from District employment under CalPERS rules since July 1, 2018.

SIGNATURES ON NEXT PAGE

SEIU LOCAL 721


Aram Agdaian,
Campaign Coordinator/Negotiator


Jesse Gomez
Negotiation Team Member


Matt Hernandez
Negotiation Team Member


Michael Guerrero
Negotiation Team Member



Rev. Levi
Worksite Organizer

PVRP DISTRICT


Mary Otten
General Manager


Kathryn Drewry
Human Resources Specialist


Eric Storrie
Recreation Services Manager


Colin Tanner
Special Counsel/Labor Negotiator

Resolution No. 618

RESOLUTION TO ACCEPT, ADOPT AND IMPLEMENT THE TENTATIVE AGREEMENT AND THE SIDE LETTER AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE PLEASANT VALLEY RECREATION AND PARK DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

WHEREAS, the Memorandum of Understanding (“MOU”) between the Pleasant Valley Recreation and Park District (“PVRPD” or “District”) and Service Employees International Union, Local 721 (“SEIU” or “Union”) expired on June 30, 2018.

WHEREAS, Section 3505 of the Government Code requires the governing body of a public agency, or such boards, commissions, administrative officers or other representatives as may be properly designated by law or by such governing body, to meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of a recognized employee organizations, as defined in subdivision (b) of Section 3501.

WHEREAS, SEIU has been formally recognized by the District as the employee organization representing employees of the District pursuant to subdivision (b) of Section 3501.

WHEREAS, SEIU formally requested to re-open the MOU via letter to the District dated February 12, 2018.

WHEREAS, the District and SEIU (collectively, “Parties”) commenced negotiations by means of in person meetings beginning on May 7, 2018 through the present, wherein proposals were exchanged at the bargaining table in conformity with the requirements of Section 3505 of the Government Code.

WHEREAS, on February 11, 2019, the authorized representatives of the District and SEIU reached a tentative agreement on the terms for a successor MOU, the deal points of which are set forth within the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721 (“Tentative Agreement”) which was ratified by the Union and then affirmed and executed by the labor representatives of the respective Parties on February 14, 2019.

WHEREAS, at its March 6, 2019 meeting, the District's Board rejected the Tentative Agreement and directed the parties to continue meet and confer efforts on a successor MOU.

WHEREAS, the Parties engaged in mediation, factfinding and ultimately SEIU filed an unfair practice charge with the California Public Employment Relations Board (PERB) for failure to meet and confer in good faith and PERB has directed the Board to reconsider the Tentative Agreement.

WHEREAS, the Parties subsequently engaged in further negotiations whereby they reached a Side Letter Agreement regarding clarification of the Tentative Agreement should the Board accept and adopt the Tentative Agreement.

WHEREAS, Government Code Section 3505.1 provides that, where a tentative agreement is reached by the authorized representatives of a public agency and a recognized employee organization or recognized employee organizations, the governing body of the public agency shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the Board of Directors of the Pleasant Valley Recreation and Park District hereby accepts, adopts and implements the Tentative Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721, a fully executed copy of which is attached hereto and by this reference made a part hereof.

Section 2. That the Board of Directors of the Pleasant Valley Recreation and Park District hereby accepts, adopts and implements the Side Letter Agreement for a Successor Memorandum of Understanding Between the Pleasant Valley Recreation and Park District and Service Employees International Union, Local 721, a fully executed copy of which is attached hereto and by this reference made a part hereof.

PASSED AND ADOPTED by the Board of Directors of Pleasant Valley Recreation and Park District this 14th day of October, 2020, by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Elaine Magner, Chairman, Board of Directors
PLEASANT VALLEY RECREATION AND PARK
DISTRICT

(SEAL)

ATTEST:

Michael Mishler, Secretary, Board of Directors
PLEASANT VALLEY RECREATION AND PARK DISTRICT