

MEMORANDUM OF UNDERSTANDING
BETWEEN
COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER 2001
JULY 1, 2021 - JUNE 30, 2024

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ARTICLE 1. NON-DISCRIMINATION

Non-Discrimination. Neither the Coachella Valley Mosquito and Vector Control District (“District”) nor the California School Employees Association and its Chapter 2001 (collectively, “CSEA” or “Association”) in the application of this Memorandum of Understanding (“Agreement” or “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).

ARTICLE 2. UNION RECOGNITION

A. Exclusive Recognition. Pursuant to action taken by the District’s Board of Trustees in 1987 and in 2006, the Meyers-Milias-Brown Act and by any resolutions, regulations or other provisions that pertain to recognition of bargaining units by the District, the District agrees that it has recognized CSEA as the exclusive representative and bargaining unit for all vector control technicians, shop mechanic(s), utility worker(s), facilities maintenance technicians, maintenance worker(s), laboratory assistant(s), laboratory technician(s), excluding management, supervisory, professional, seasonal/temporary, clerical and confidential employees.

ARTICLE 3. ORGANIZATIONAL SECURITY

A. Payroll Deductions. Upon written notification by CSEA, the District shall deduct the amount of Association dues, in accordance with the CSEA dues schedule from the wages or salary of bargaining unit members and pay such dues to CSEA.

B. Questions Regarding CSEA Membership or CSEA Dues. The District shall refer all employee questions about CSEA membership or CSEA dues to the CSEA Chapter President or the assigned CSEA Labor Relations Representative. The District shall rely upon written notification from the Association prior to processing any dues revocation request. CSEA shall not unreasonably delay providing notice to the District of any change in the employee’s membership status.

C. Separation from Unit. The provision of Section 3.A above shall not apply during periods when an employee is in out-of-pay status for more than thirty (30) days. If an employee is subsequently compensated for time originally or previously identified as out- of-pay status, the employee’s appropriate and regular representational dues or fees for this time shall be deducted and paid to the CSEA.

D. Changes in Dues. Any changes in CSEA’s base dues percentages or amounts will be submitted to the District, in writing, thirty (30) days prior to the effective date of such changes. CSEA shall also send the District a copy of the notification of the increase that has been sent to all bargaining unit employees.

E. New Employee Orientation and Bargaining Unit Data / AB 119 MOU. The District and CSEA have agreed to an MOU implementing the provisions of AB 119, which is enclosed herein as an Appendix to this collective bargaining agreement. The parties AB 119 MOU includes provisions concerning employee orientation procedures and the regular provisions to the Association of classified bargaining unit data. The date, time, and place of any new employee

orientation meeting shall not be disclosed to anyone other than District employees, the CSEA representative, or any vendor contracted to provide a service at the orientation.

F. Indemnification. CSEA and its Chapter 2001 agree(s) to indemnify and hold harmless the District against any and all liabilities, claims, or actions which may be brought against the District, the District's Board of Trustees individually or collectively, or the District's officers, employees and/or agents, for any claims made by an employee arising out of or in connection with this Article, including claims made due to payroll deductions made in reliance on information provided by the CSEA to the District to cancel or change membership dues authorization, including reimbursement for all costs, expenses, fees and judgements incurred by the District in providing an effective defense against all lawsuits or other legal proceedings, arising out of an in connection with this Article. CSEA shall have the executive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE 4. ASSOCIATION RIGHTS

A. Officer Release Time. Local officers of the Association shall receive paid released time, subject to 48-hour notice from CSEA in order to conduct proper Association business, not to exceed eighty (80) hours per year. This limit shall not apply to collective bargaining negotiations.

B. Association-paid Release Time. Absent a legitimate public health issue or unforeseen staffing shortage, CSEA shall have the right to purchase released time for Association members, and to pay the District's cost for that employee to participate in other CSEA trainings, meetings, seminars, retreats, and other union business. This request for released time cannot create a staffing shortage.

C. Release Time for Negotiations. Two (2) employee representatives of CSEA 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.

D. Union Steward. The District recognizes the need and affirms the rights of Association to designate two (2) Union Stewards from among employees in the unit. It is agreed that the Association, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision. Employees of the District shall have the right to be accompanied by a Union Steward or CSEA Labor Relations Representative at grievance meetings, or in meetings with the Board, the General Manager, or with a management or supervisory employee where the bargaining unit employee reasonably believes that a disciplinary action may result. The CSEA Union Steward 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 steward.

(1) The Association shall notify the District in writing of the name of the Union Stewards selected by the Association. If a change is made, the District shall be advised in writing of such change. The Association shall also notify the District of the names of all Association officers within ten (10) days of the execution of this Agreement and shall notify the District of any change(s) in the Union Stewards or officers within twenty (20) working days of any such change.

(2) If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Union Steward at the time of notification, the grievance procedure timeliness shall be extended until the emergency is over.

(3) The Union Steward, Chapter President, or his/her designee, and/or the CSEA Labor Relations Representative shall have the authority to file notice and take action on behalf of bargaining unit employees relative to rights afforded under this Agreement.

E. CSEA Staff Assistance. Union Stewards, local Association officers and employees shall, at reasonable times, be entitled to seek and obtain assistance from CSEA Staff Personnel during working hours without loss of pay, for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours and terms and conditions of unemployment covered by this Agreement or the law.

F. Use of Equipment and Facilities. Upon written request at least two (2) days in advance and without charge, the Association shall be granted the right to use the District lounge, equipment, and facilities for lawful Association business. The conditions of such use shall be consistent with applicable law, and permission shall not be unreasonably withheld.

G. Bulletin Boards. The Association may use the designated District bulletin board, marked "CSEA Chapter #2001." 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, CSEA agrees to make certain that materials placed on the bulletin Board do not create an adversarial work environment or are not of a derogatory or personal nature or inflammatory. The District may contact CSEA 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.

H. 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 at 10¢ per page.

ARTICLE 5. 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, and to establish and change work schedules and assignments and to determine the days and hours when employees shall work as limited by Article 8.E – Workweek.

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 subject to Article 11 of this Agreement;

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 this 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;

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.

ARTICLE 6. EMPLOYEE RIGHTS

A. Employee Participation and Non-Participation Rights. The District and CSEA 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.

B. 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.

(1) 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 for signature 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, and the employee shall be given an opportunity during normal working hours and without loss of pay to initial and date materials, and to attach his/her response to such materials.

(2) An employee shall have the right at a reasonable time, upon prior agreement with the General 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 CSEA 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.

(3) 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 or its 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.

(4) 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.

ARTICLE 7. SALARY

A. Basic Salary Schedule. Unless otherwise provided by this Agreement, employees shall receive the compensation provided in the Basic Salary Schedule set forth in Appendix A for the class in which they are employed. New employees shall start at Step 1 of the Salary Schedule. However, the District reserves the right to start new employees at up to Step 3 when, in the discretion of the General Manager, experience or other factors warrant.

Beginning July 1, 2021, the District shall increase the bargaining unit salary schedule by 3%. The 2021-2022 salary schedule is enclosed herein as Appendix A.1.

Beginning July 1, 2022, the District shall increase the bargaining unit salary schedule by 3%. The 2022-2023 salary schedule is enclosed herein as Appendix A.2.

Beginning July 1, 2023, the District shall increase the bargaining unit salary schedule by 3%. The 2023-2024 salary schedule is enclosed herein as Appendix A.3.

The Parties further agree that the Vector Control Technician Trainee classification/job description shall be deleted, and that the Vector Control Technician Trainee work will be

performed by Vector Control Technician I employees, and new entry-level vector control technician employees hired into the District will be hired under the Vector Control Technician I classification/job descriptions.

In addition, the Parties also agree that the salary range of the Laboratory Technician shall be increased from Range 9 to Range 14, to be equivalent to the Vector Control Technician I classification/job description, and the Laboratory Technician classification/job descriptions shall be modified to reflect the requirement that full B, C and D certifications through the State of California for vector control technicians is required for the Laboratory Technician position.

Should the professional or clerical bargaining unit, excluding the management/supervisory employees, receive a greater salary increase, cafeteria plan contribution, or greater number of vacation days, holidays, or greater overtime provisions on a unit wide basis (i.e., in an MOU or other agreement), then in that event bargaining unit members shall receive the same increases.

B. Salary on Re-Employment. A person re-employed in the same class in which that person previously held permanent status, and who was previously separated in good standing shall, be appointed at their previous step earned, instead of the first step of the salary range.

C. Increases Within Range. Each employee shall have a salary anniversary date which shall be the first day of the month following the completion of twelve months of service in a particular class. For purposes of determining step increases for first year employees and promotional probationary employees, the anniversary date shall begin the day after the successful completion of an employee's probationary period. That means, for example, that a new employee beginning July 1, who after six months completes his/her probationary period on December 31st, would receive a step increase on January 1st and any subsequent step increases on January 1st of subsequent years. (i.e., January 1st becomes the employees "anniversary date" for purposes of computing step increases on the salary schedule). However, if an employee begins employment on the first working day of a month, it shall be considered for purposes of this section that such employment began on the first calendar day of the month.

In accordance with the provisions of Article 15.B.2, on or about the employee's anniversary date the employee's supervisor will review the overall performance of the employee to determine if that individual has demonstrated satisfactory performance related to that individual's duties and should therefore be advanced to the next higher step within the range. Employees shall be eligible for advancement to the next step of the salary range annually, based upon a satisfactory evaluation of their job performance, as provided under Article 15.B.2. Normal and regular use of APPROVED sick leave shall not be considered as an evaluation or performance metric for consideration for increases within range under this section. Any employee who does not receive a step increase may appeal to the General Manager for a final determination.

If, in the General Manager's judgment, the employee's performance does not merit a salary increase on the salary anniversary date, as indicated above, it shall be deferred. However, at three month intervals, the employee will be reevaluated as per Article 15.D to determine if there has been sufficient improvement for the employee to become eligible for step advancement.

D. Longevity Pay. In recognition of extended service to the District, employees shall become eligible for "Longevity Pay" as per the Longevity Schedule below. This will become effective on the anniversary date of the employee's regular full-time duty in the employee's 10th,

15th, 20th, 25th and 30th year of service with the District. The amount of each longevity pay will be as per the schedule below. For example: An employee who was hired on September 1st, would receive the first increment of longevity pay on the paycheck which includes September 1st upon the employee's 10th anniversary with the District. Longevity pay would be given September 1st of each following year until the employee reached the 15th anniversary on September 1st when he/she would then receive the next longevity increment per year until the 20th anniversary, and so forth. Please refer to the Longevity Schedule below:

Years of Service	Annual Rate
10 – 14	\$500
15 – 19	\$1000
20 – 24	\$1500
25 – 29	\$2500
30 +	\$3500

E. Special Merit Pay. Any employee who has reached the top step of his/her salary range shall, in succeeding years, be eligible for a one-time lump sum annual payment with a recommendation to and concurrence from the General Manager.

(1) An amount equal to one and one-half percent (1.5%) of the employee's base salary if the employee achieves an overall evaluation rating of between 3.0 and 3.5 on his/her annual evaluation.

(2) An amount equal to two and one-half percent (2.5%) of the employee's base salary if the employee achieves an overall evaluation rating 3.6 or greater on his/her annual evaluation.

(3) Merit Terms: This lump sum payment shall not be cumulative and shall be mutually exclusive. The fact that an employee has received the payment described herein in a given year shall have no effect on the employee's entitlement to payment in any subsequent year.

(4) Special Merit Pay shall not be included in base pay.

(5) Normal and regular use of APPROVED sick leave shall not be considered as an evaluation or performance metric for consideration for Special Merit Pay under this section.

ARTICLE 8. HOURS, OVERTIME, AND RELATED CONDITIONS OF EMPLOYMENT

The following conditions shall apply to all employees of the District within the bargaining unit.

A. Appointments. All appointments to bargaining unit positions shall be made by the General Manager in accordance with the rules established by the Board of Trustees.

B. Probationary Periods.

(1) Initial Probationary Period - The initial probationary period for all bargaining unit employees new to the District shall be six (6) months. The probationary period shall be automatically extended by the length of any authorized leave of absence of two continuous work weeks or more. During the initial probationary period, an employee may be terminated at the will and pleasure of the General Manager without right of appeal or hearing.

(2) Promotional Probationary Period - All promotional appointments to District service positions shall be tentative until the employee has served and successfully completed a full six month promotional probationary period of employment. During the probationary period, an employee may be demoted at the will and pleasure of the General Manager from the position without right of appeal or hearing and returned to the position from which s/he was promoted.

(3) Following the successful completion of a satisfactory initial or promotional probationary period, an employee shall obtain regular status and shall be entitled to a step increase based upon a satisfactory performance evaluation.

(4) The General Manager may extend the probationary period for a period not to exceed six (6) additional months where the General Manager finds it necessary to further evaluate an employee, or when another condition justifies such extension. Performance evaluations shall be required on or about the conclusion of each three (3) month interval.

C. Employee Status.

(1) Regular - Employees who have satisfied the probationary period requirement, successfully passed the California State Certification Exam(s), as necessary, and are regularly scheduled to work forty (40) hours per week. Said persons shall be eligible to receive full benefits as described in other provisions of this Agreement; or

(2) Probationary - Employees who have not yet satisfied the requirements described above under Regular Employee but are regularly scheduled to work forty (40) hours per week. These employees shall be eligible to receive full benefits as described in other provisions of this Agreement, except that vacation leave provisions are accrued but not vested and can only be utilized after six months of continuous employment.

D. Transfer. Employees may be transferred from one department to another at the discretion of the General Manager and/or in the best interest of the District. Employees may also request transfers. However, transfers for disciplinary purposes shall be subject to the disciplinary procedures in Article 11.

E. Work Week. The District shall maintain a 40-hour work week of five (5) eight (8) hour days, Monday through Friday.

Employees assigned to vector operations, one (1) Mechanic (I or II), and one (1) Facilities Maintenance Technician (I or II) shall work:

- October 1 – April 30: 7:30 am to 4:00 pm
- May 1 – September 30: 5:30 am to 2:00 pm

Employees assigned to Lab Technician and Lab Assistant I shall work:

- October 1 – April 30: 7:30 am to 4:00 pm
- May 1– September 30: 6:00 am to 2:30 pm

Employees assigned to Lab Assistant II shall work:

- October 1 – April 30: 7:30 am to 4:00 pm
- May 1– September 30:
Mon, Wed, Thurs & Fri 7:30 am to 4:00 pm
Tues 6:30 am to 3:00 pm

The changes above to Lab Technician, Lab Assistant I and Lab Assistant II seasonal shift starting and ending times supersedes and makes null and void the Parties previous March 1, 2018 Side Letter.

Employees assigned to one (1) Mechanic (I or II) shall work:

- Year Round: 7:30 am to 4:00 pm

Employees assigned to one (1) Facilities Maintenance Technician (I or II) shall work:

- October 1 – April 30: 7:30 am to 4:00 pm
- May 1 – September 30: 6:00 am to 2:30 pm

Employees assigned to night fogging shall be subject paragraph H below.

F. Overtime. Employees may be requested to work hours in excess of their normal schedule in emergencies, unusual situations, and/or in the best interests of the District. In order to avoid excessive use of overtime and to allow a fair allocation of overtime amongst employees, all overtime work must be approved in writing, in advance by the employee's supervisor and/or by the General Manager or designee. No overtime will be paid for travel to/from or attendance at non-mandatory meetings/conferences (i.e., meetings not required by the General Manager or for the maintenance of State certification(s)).

(1) Overtime is defined as all "hours worked" and/or "hours in paid status" in excess of forty (40) hours in the designated seven day work week. Employees who are regularly scheduled to work no less than 40 hours in a workweek will be entitled to elect, at the employee's discretion, Compensatory Time Off ("CTO") in lieu of cash payment for overtime work. CTO and overtime shall be earned at the applicable overtime rate in which it was earned.

(2) Employees eligible for CTO shall have the option of either being paid for the overtime work or accruing the hours of overtime work as CTO. Employees shall indicate which option they choose on the proper form prior to submitting it to their supervisor for signature. Employees may not accrue more than 80 hours of CTO. Any Overtime in excess of 80 accrued CTO hours shall be paid on the employee's regular paycheck at the applicable overtime rate in which it was earned.

(3) Time off taken as CTO shall be permitted after the employee makes the request if, at the discretion of the General Manager/designee, the use of the CTO does not unduly disrupt the operations of the District. Such requests should be made in writing using the proper

form at least two (2) working days prior to the date when the CTO is being requested to be used. However, in an emergency the General Manager/designee may waive such prior notice.

(4) An employee who has accrued CTO shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than the rate at which the overtime was earned.

G. Pay Period. All employees shall be paid every two weeks. Paychecks will be distributed only on regular paydays. Employees leaving District service will normally be paid on the regular pay day following the date of separation and upon written clearance of the employee's supervisor that said employee has returned all District owned tools, clothing, keys, and other equipment. The General Manager shall establish the method of distributing payroll checks.

H. Nighttime Spraying.

(1) Voluntary Assignment of Nighttime Spraying Overtime.

(a) Nighttime Spraying (i.e. spraying done before the start of the normal workday or in the evening after the workday) may be by assignment. The District will endeavor to use Vector Control Technicians on a voluntary basis when possible.

(b) Nighttime Spraying pay will be for a minimum of two (2) hours and will be paid at the appropriate rate. Unless the District provides notice before 1:00 pm on the day before the potential Nighttime Spraying assignment that no spraying will be done within the next 24 hours, employees shall be entitled to on-call pay for that evening at a minimum of two (2) hours.

(2) Overtime Assignments During Enhanced Nighttime Spraying. When mosquito and vector threat levels exceed Level 2.6 for extended periods of time during the arbovirus season, the District may implement the following overtime rotations procedures as follows:

(a) The District will list all Vector Control Technicians on staff who are certified bargaining unit employees on the monthly Nighttime Spraying/fogging schedule.

(b) For the safety and welfare of employees, Vector Control Technicians shall not be allowed to exceed twelve (12) hours of overtime in a calendar week.

(c) Vector Control Technicians who work more than eight (8) hours total in any given workday (including all regular and overtime work), shall be afforded an additional 15 minute break for each 1.5 hours in paid status beyond 8 hours. An employee who works 3 hours in paid status beyond eight hours, may combine their two 15

minute breaks. In addition, the District will approve modified work schedules in advance for bargaining unit employees where possible to allow for at least a twelve (12) hours continuous rest period between shifts. An employee who is required to begin nighttime spraying before the start of a regular shift shall not be in unpaid status or take unpaid break time once nighttime spraying commences except for their thirty (30) minute duty free lunch period.

- (d) Bargaining unit employees may reschedule their assigned Nighttime Spraying/fogging shift up to two (2) times within a calendar month. Nighttime Spraying shifts may be picked up voluntarily by those who would like additional overtime. In addition, bargaining unit members may “trade” an overtime shift with another qualified employee in the event the employee is not able to perform the overtime assignment on the date scheduled. Request for rescheduling, and any agreed-upon employee-initiated “trades” shall be made to the employees’ immediate supervisor(s) no less than 24 hours prior to the assigned Nighttime Spraying/fogging shift. In the event an employee is not able to “trade” an overtime assignment with another employee, the District may re-assign the assignment if practicable.
- (e) An employee’s trade of a Nighttime Spraying shift, or request for a modified workday day after a Nighttime Spraying shift, shall not have a negative impact on an employee’s evaluation(s) as long as the limits specified in section (d) above are not exceeded.

I. Call-back Pay. Call-back pay, other than for night spraying, will be for a minimum of three (3) hours and will be paid at the appropriate rate.

J. Changes in Shift Assignment. The District shall not change working hours or shift assignments of employees or positions for periods greater than (one) 1 week without one (1) weeks advance notice to meet and confer on proposed change (except under emergency conditions and unusual circumstances).

K. Meal Periods. All employees shall be entitled to a thirty (30) minute duty free lunch period which shall be scheduled at or about the midpoint of each work shift. Employees are not to drive district vehicles home for lunch without supervisory approval. Employees not able to take the minimum thirty (30) minute meal period shall be paid overtime in accordance with the Fair Labor Standards Act.

L. Out-of-Class Pay. Any bargaining unit employee required to serve at least four (4) hours in a higher classification shall be compensated at the rate not less than the appropriate rate (step for step) in the higher classification for the entire day. At no time shall the employee serving in the higher class receive less than a five (5%) percent increase above their regular rate of pay. However, no such employee shall be paid at a rate higher than the highest step for the position in which the employee is serving in an out-of-class basis. An employee required to serve temporarily in a lower classification shall receive no less than their regular rate of pay.

M. Uniforms. Five (5) changes per week of work uniforms shall be furnished to designated employees.

N. Showers. The District provides separate showering facilities for male and female employees with appropriate dressing facilities. A reasonable period of time, not to exceed ten (10) minutes, shall be allowed for a change of clothes (at the beginning of the workday), and a reasonable period of time, not to exceed fifteen (15) minutes, shall be allowed for a change of clothes and a shower (at the end of the day), which may be done on District time and at District expense.

O. Breaks. All covered employees shall be provided a fifteen (15) minute rest break near the mid-point of every four hours of scheduled work, or as close to the mid-point as possible. To ensure that employees are prepared to recommence performance of their duties at the conclusion of the rest break, employees are encouraged to take their breaks in a manner which allows the employee to promptly resume their work duties at the end of the rest break.

P. Dress and Grooming Standards. The District prides itself on the professional atmosphere it maintains and the favorable image that employees present as representatives of the District. Employees of the District are required to dress appropriately for the jobs they are performing. Therefore, failure to follow the dress regulations contained in this section shall be grounds for discipline.

(1) All clothing must be neat, clean and in good repair.

(2) Prescribed uniforms and safety equipment must be worn when required.

(3) Footwear must be appropriate for the work environment and work duties being performed. Once each fiscal year, as needed, bargaining unit employees shall be provided a purchase order for work boots not to exceed \$200. Any amount over \$200 for work boots shall be provided by the employee.

(4) Hair must be neat, clean, and well-groomed. It also must be worn in a manner that does not jeopardize safety, particularly if employee works with equipment.

(5) Beards, mustaches, and sideburns must be maintained in a neat and well-groomed fashion. For positions that require the use of a respirator: Beards or other facial hair which may interfere with the direct contact between your face and the sealing surface of the respirator is prohibited.

(6) Jewelry is acceptable except in areas where it constitutes a health or safety hazard. However, no objects, articles, jewelry, or ornamentation of any kind shall be attached to or through the skin if visible on any body part including the tongue or any part of the mouth except that one set of reasonably-sized pierced earrings may be worn in each lobe. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer.

(7) Good personal hygiene is required.

(8) Dress must be appropriate to the work setting, particularly if the employee deals with the public.

(9) Any visible tattoos shall not be obscene, sexually explicit, discriminatory to sex, race, religion, or national origin, extremist, and/or gang-related. Any non-conforming tattoos will be covered with clothing, bandage, or makeup while at work.

Q. Drug and Alcohol-Free Workplace Policy. The District and CSEA agree that the maintenance of a drug and alcohol-free workplace is a shared goal. The purpose of this policy is to promote a drug and alcohol-free workplace and to eliminate substance abuse and its effects in the workplace. Violation of this Drug and Alcohol-Free Workplace Policy may lead to discipline, up to and including termination.

(1) Policy. This policy applies to all bargaining unit employees when they are on District property, when they are subject to being called to duty with the District, or when performing District-related business.

- (a) The manufacture, distribution, sale, dispensation, possession, or use of alcohol or any controlled substance is prohibited in District workplaces.
- (b) Every bargaining unit employee is prohibited from working or being subject to call back if impaired by alcohol or any controlled substance.

(2) Drug and Alcohol Testing. A unit member is not required to submit to drug or alcohol testing without consent. However, failure of a unit member to consent or otherwise cooperate in such testing will be deemed an admission of alcohol or drug use in violation of this policy and may result in disciplinary action, including termination, in accordance with the disciplinary procedures in this Agreement. The District may demand an employee submit to alcohol or drug testing under the following circumstances:

- (a) Reasonable Suspicion Testing: “Reasonable suspicion” is based on observable, objective factors, such as behavior, speech, body odor, appearance, aberrant conduct, work performance, attendance, aggressive behavior or other evidence of recent drug or alcohol use, and is based on a specific observance(s) by a District administrator of a specific event(s) or occurrence(s) supporting the District’s belief that an employee is using alcohol or prohibited drugs. Hearsay and rumor shall not be considered a basis or foundation for “reasonable suspicion.”
- (b) Post-Accident Testing: The District may demand a bargaining unit employee submit to drug or alcohol testing following a work-related accident, including an accident that causes damage to a District vehicle, machinery, equipment, or property and/or results in an injury to him or herself or another employee or member of the public.

(3) Testing Protocol. A unit member who consents to a drug or alcohol test shall be afforded the following rights:

- (a) If a District administrator has a “reasonable suspicion,” as described above, that an employee is using or under the influence of drugs or alcohol in violation of this policy, he or she must record the factors that support such reasonable suspicion, then immediately inform the General Manager or Human Resources Manager of his or her reasonable suspicion. The General Manager or Human Resources Manager must approve of the drug or alcohol testing before the bargaining unit member is asked to submit to testing under this policy.
- (b) If there is a reasonable suspicion of drug or alcohol abuse at work, as defined and provided for herein, the employee will be relieved from duty, but shall remain in paid status, until the test results are received.
- (c) The unit member will be transported to and from any one of the District’s contracted testing facilities at the District’s expense. One member of management/designated attendant will accompany the unit member along with a union representative, if requested by the unit member. If a union representative is requested, the District will wait up to, but not more than, two (2) hours for the union representative to arrive to accompany the unit member for testing.
- (d) Testing shall be limited to the detection of drugs or alcohol. The testing may require urinalysis, or breathalyzer analysis of the bargaining unit employee under reasonable suspicion of abusing drugs or alcohol at work. The District shall not test for unrelated medical conditions.
- (e) When leaving the testing facility, the District shall make arrangements to transport the person home (unless testing results are immediate, and do not indicate drug or alcohol use).
- (f) Confidentiality of drug and alcohol testing results shall apply at all times. The District shall not reveal the results of employee drug tests to individuals who do not require the information to carry out an official District function.

(4) Treatment/Sanctions. A unit member who tests positive may also be offered a referral to a substance abuse rehabilitation program as appropriate, and as provided for below:

- (a) Employees who declare a drug or alcohol dependency to the District shall be afforded an opportunity for rehabilitation, and the “interactive process,” for a diagnosed drug or alcohol dependency consistent with applicable federal and state law including Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA).

- (b) Employees who declare a drug or alcohol dependency may also utilize leave benefits under the contract – including any accrued paid sick leave – in order to participate in a drug or alcohol rehabilitation service. Employees undergoing rehabilitation may also utilize drug or alcohol rehabilitation service covered by the District’s Health and Welfare Benefits.
- (c) The District reserves the right to place an employee on paid administrative leave pending notice from the employee of his or her decision to enter a drug or alcohol rehabilitation program.

ARTICLE 9. EMPLOYEE FRINGE BENEFITS

A. Health Insurance. Upon satisfactory completion of a thirty (30) day period of employment, the District will contribute to the current cafeteria plan based on Single, Employee+1, and Family status to cover the employee and their dependents under the coverage rates existing as of the date of the completion of the initial thirty (30) day employment period.

(1) Any benefit in excess of the health insurance cost for the employee shall be allocated by the employee among the other benefits available under the cafeteria plan. Any shortfall would come out of available cafeteria option, or through employee payroll deductions if necessary, at the election of the employee. Any excess remaining after election of benefits shall be paid through salary, and may at the election of the employee be taken as salary.

(2) The District and the Association agree that there will be a standing Health Benefits Committee comprised of two bargaining unit members, a management member, and a human resource representative to discuss and research health care coverage options and to provide recommendations prior to the fall health care enrollment period.

(3) District Contributions Towards Cafeteria Plan Tiers. The District shall provide bargaining unit employees with health and welfare benefits through a cafeteria plan as provided below. Effective, January 1, 2022, the District’s contributions towards cafeteria plan tiers shall not exceed a 3% increase in total bargaining unit costs to be as follows:

Single:	\$844.71
Employee + 1 Dependent:	\$1,646.15
Employee + 2 Dependents:	\$2,160.35

Effective, January 1, 2023, and January 1, 2024, the District shall adjust its health insurance contributions during the term of this MOU to match the weighted average percentage increase of only those health plans offered bargaining unit employees through CalPERS and for which at least one bargaining unit member has selected, up to a maximum of a three percent (3%) increase per calendar year. Adjustment to health insurance contributions shall become effective as of January 1st following issuance of the CalPERS’ annual “Monthly Premiums for Contracting Agencies – Other Southern California Region Health Benefits rate sheet. If there is a percentage decrease to the average percentage increase of all the health plans offered through CalPERS that are listed on CalPERS’ annual “Monthly Premiums for Contracting Agencies – Other Southern California Region” and for which at least one bargaining unit member has selected,

the District shall not decrease its health insurance contribution, but it shall remain the same as the previous calendar year.

(4) Employee H&W Opt-Out. At a minimum, all employees must select health insurance coverage under the cafeteria plan at the Single level or present proof to the District that they have health insurance coverage through their spouse or domestic partner. If an employee who is eligible for the Employee+1 benefit or Family benefit, but elects to “opt-out” of benefits due to health insurance coverage through their spouse or domestic partner, then in that event, the benefit level applied to that employee shall be 50% of the District’s contribution level at the Single level.

B. Retiree Health Insurance. The District will provide the following retiree health insurance benefits for bargaining unit employees:

(1) Future Retirees: The District has adopted the minimum PERS vesting schedule for bargaining unit employees retiring after July 1, 2006, with benefits calculated at the minimum required by PERS. The percentage of the District’s contribution for post-retirement health benefits for bargaining unit employee shall be based on the employee’s completed years of credited state service at retirement as stated in Government Code Section 22893 of California Public Employees’ Retirement Law, and as shown in the following table:

Credited Years of State Service of Employee	Percentage of District Contribution
10 years	50 percent
11 years	55 percent
12 years	60 percent
13 years	65 percent
14 years	70 percent
15 years	75 percent
16 years	80 percent
17 years	85 percent
18 years	90 percent
19 years	95 percent
20 years or more	100 percent

(2) Past Retirees: The “Unequal” Method for figuring the retiree contribution of the District shall apply to bargaining unit employees who retired prior to July 1, 2006. This method requires the District to provide a minimum contribution of \$1 for these past retirees, beginning in the 2006-2007 fiscal year, increasing annually by five (5%) percent of the amount these past retirees are receiving annually.

C. AD & D Insurance. The employee shall receive \$100,000 Accidental Death & Dismemberment insurance (death benefits only and non-participating), which mirrors life insurance coverage and provides a double benefit for accidental death.

D. California Public Employees Retirement System (CalPERS) Benefits.

(1) Each eligible employee of the District shall participate with CalPERS in a retirement plan.

(2) “Classic” CalPERS Members. Effective July 1, 2014, employees hired before January 1, 2013 or employees who are otherwise identified as “Classic” members pursuant to the Pension Reform Act of 2013 (PEPRA), Government Code section 7522, et. Seq., shall pay one hundred percent (100%) of his/her individual employee contribution to CalPERS at the rate fixed and prescribed by law.

(3) For “Classic” members. The District’s agreement with PERS shall include the option providing “Credit for Unused Sick Leave,” which states: Unused accumulated sick leave at time of retirement, for which there is no compensation or remuneration at all to the employee, including but not limited to, sick leave reimbursement under Article 10, Section C(2), would be converted to additional service credit at the rate of 0.004 year for each day (i.e. 250 days of sick leave for one additional year of service credit). The District’s agreement with CalPERS shall also include the option for “Classic” members of defining “final compensation” on the basis of average compensation may be earned during the year immediately preceding retirement or any other one (1) year period elected by the “Classic” member.

(4) “New” CalPERS Members. Effective July 1, 2014, employees hired after January 1, 2013 or who are otherwise identified as “New” members pursuant to the Pension Reform Act of 2013 (PEPRA), Government Code section 7522, et. Seq., shall receive the 2% @ 62 formula and shall pay retirement benefits at the rate of one-half (1/2) of their total normal cost rate as determined by CalPERS.

(5) As defined by AB 340, “New” members shall have “final compensation” defined as the “New” member’s highest average annual pensionable compensation earned during a period of at least 36 consecutive months.

(6) In the event further changes to employees’ CalPERS pensions contributions are signed into law in the future by final legislative act or a court of competent jurisdiction inclusive of appeals, any such provisions in this MOU relating to CalPERS that are held to be illegal will not be deemed valid and subsisting except to the extent permitted by law; all other provisions will continue in full force and effect. In the event any such provisions related to CalPERS are invalidated as described above, the parties shall, upon request, meet not later than sixty (60) days to negotiate the effects of any changes to CalPERS, and to negotiate possible alternative provisions, provided, however, the provision at issue is not outside the scope of representation or is otherwise illegal.

(7) Nothing herein shall be interpreted to require the District to violate any applicable federal, state, or local law with regards to the employee’s pension contribution.

E. Optional 457 Plan. Employees shall seek assistance from the plan administrator (not District Staff) for investment advice regarding their 457 deferred compensation account.

ARTICLE 10. PAID AND UNPAID LEAVES

A. Holidays.

(1) Full-time regular employees shall be entitled to a day off, without loss of compensation, to commemorate the following days: New Year's Day, Martin Luther King Day*, President's Day*, Cesar Chavez Day*, Good Friday (1/2 day off), Memorial Day*, Independence Day, Labor Day, Columbus Day, Veterans Day*, Thanksgiving Day, Friday following Thanksgiving Day, and December 25th. (*These days shall be taken off by the employee as determined by a Calendar Committee consisting of two CSEA representatives and two District representatives.) The District shall attempt to give employees a 3 or 4 day weekend where possible.

(2) Full-time regular employees shall also be entitled to one floating holiday to be used on any date of the employee's choice on a day mutually agreeable to the District and the employee. This floating holiday does not accumulate and must be taken during the calendar year. Employees hired on or after October 1st of any calendar year are not eligible to receive floating holidays in that calendar year.

(3) Any employee who is required to work on any of the holidays set forth in this Agreement shall receive his/her applicable rate of pay at time and one-half for all hours actually worked on that holiday and, in addition, will receive eight (8) hours pay at his/her regular hourly rate, or in lieu of that eight (8) hours additional pay, the employee may choose to receive eight hours of Compensatory Time Off.

B. Vacation.

(1) Full-time regular employees shall be entitled annually to the following number of working days vacation with pay in accordance with the record of the employee's completion of years of service (Official leaves of absence shall not be credited toward continuous service). Vacation days accrue and are limited as follows:

<u>Years of Service</u>	<u>Accrual Per Year</u>	<u>Max. Accum. Limit</u>
0 - 3 years	10 days	20 days (160 hours)
4 - 7 years	15 days	30 days (240 hours)
8 - 10 years	20 days	40 days (320 hours)
10+ years	22 days	50 days (400 hours)

For example, on the first day beginning the fourth year of employment, vacation accrual shall be fifteen (15) days of vacation per year; on the first day beginning the eighth year of employment, vacation accrual shall be twenty (20) days of vacation per year, on the first day beginning the tenth year of employment, vacation shall be twenty-two days of vacation per year. For the purposes of this paragraph, vacation shall be deemed earned to the date of termination, in proportion (pro-rata) to the number of full months of continuous employment in that calendar year plus any previously accrued vacation days.

(2) Vacation shall be deemed earned upon the completion of each calendar month, pro rata, of employment and shall be taken during each following year at a time or times agreeable to the General Manager.

(3) No person shall be entitled to take any vacation prior to completing (six) 6 months of continuous employment.

(4) Whenever possible, vacation requests shall be granted for the time requested by the employee. However, to avoid disruption of work activities or minimize conflicts with other employees' requests for vacation, the General Manager/designee may place reasonable seasonal or other restrictions on the use of this time. Generally, employees shall be allowed up to a maximum of two (2) weeks during the mosquito season (May through September). Remaining vacation shall be scheduled between October and April. In cases where two or more employees request the same period of time for vacation and work requirements do not permit both employees to be absent at the same time, the employee who first requested the time shall generally be given priority. If the same vacation days are requested at the same time, the employee with seniority shall be given priority.

(5) Employees may cash out accrued vacation in excess of 80 hours in June and/or December or when the employee reaches the maximum accrual permitted.

C. Sick Leave.

(1) Full-time regular employees shall accrue one (1) working day of sick leave with pay for each full calendar month of continuous full-time service. Proof of illness in the form of a doctor's statement or other reasonable proof may be required for all absences of three (3) or more consecutive workdays due to illness. A doctor's statement may also be requested for any alleged illness by the General Manager when the District has a reasonable suspicion that the employee may be abusing their sick leave. Normal and regular use of APPROVED sick leave shall not be considered as an evaluation or performance metric for consideration for any pay, range or merit pay increase, promotional opportunity nor shall it be noted in any employee's evaluation.

(2) An employee will be reimbursed at the regular salary for a percentage of accumulated sick leave on resignation in good standing (pursuant to Article 14.A) retirement or disability retirement depending on the total years of employment determined as follows:

(a) 1 through 5 years of employment: 0% reimbursement or;

(b) Over 5 years of employment: 50% reimbursement.

(3) In the case of the death of an employee prior to retirement or disability retirement, any sick leave reimbursement benefit the employee is due under subparagraph (2) shall be paid to the employee's beneficiary which the employee has designated with the District.

(4) Employees may accumulate up to a maximum of ninety (90) days (720 hours) of sick leave.

(5) Employees who have accumulated at least 400 hours of sick leave may cash in at a 50% reimbursement rate, on June 30 and December 1 of each year, all sick leave hours in excess of 400.

D. On the Job Injuries. The District will continue for thirty (30) calendar days (inclusive) the full salary of an employee injured on the job. The employee will turn over to the District any Worker's Compensation disability income benefits paid. If the resultant disability exceeds thirty (30) calendar days, the employee may use such accumulated CTO, sick leave or vacation time as may be available, or Catastrophic Leave if approved as per section G of this Article.

E. Family Care and Medical Leave.

(1) Pursuant to the Federal Family Care and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.) (FMLA), and the California Family Rights Act of 1991 (Government Code Section 12945.2) (CFRA), any bargaining unit member who has served the District for at least twelve (12) months and has worked at least 1,250 hours during the previous twelve (12) months may be entitled to up to twelve (12) weeks of unpaid family care and medical leave in a twelve (12) month period; such leave shall not exceed 12 workweeks in a 12 month period measured from the first day of such leave. If the District employs both parents, their aggregate leave for birth, adoption, or foster care placement shall not exceed 12 workweeks in a 12 month period. The leave provided for in this Article may be available for any of the following purposes or conditions enumerated below:

- (a) Leave because of: 1) the birth of a child of the Unit Member, 2) the placement of a child with the Unit Member in connection with the adoption of that child by the Unit Member, or 3) the serious illness of a child of the Unit Member; 4) the placement of a son or daughter of the employee for foster care, and because of a serious health condition that makes the unit member unable to perform the functions of the position; or,
- (b) Leave to care for a child, parent, spouse, or a domestic partner who has a serious health condition;

(2) FMLA/CFRA-qualifying leave is unpaid. However, an eligible employee may substitute accrued paid leave for unpaid leave, or the District may require the employee to substitute accrued paid leave for unpaid leave. Such paid leave shall run concurrently with and be counted against FMLA/CFRA leave. Under certain circumstances, leave may be taken on an intermittent or reduced work schedule.

(3) When the need for leave is foreseeable, unit members must provide the District with at least thirty (30) days advance notice (e.g., expected birth of child or a planned medical treatment). If the need for leave is not foreseeable, then unit members must give notice as soon as possible. Failure to give timely notice may result in the deferral of the requested leave.

(4) When requesting leave to care for unit member's parent, spouse, or child with a serious health condition, or to care for the unit member's own serious health condition, he or she must submit a request for leave together with medical certification meeting the requirements set forth in the FMLA and CFRA from his or her own treating physician. For reasonable cause, the District reserves the right to seek a second medical opinion from a physician of its own choice at its own expense.

(5) The District will maintain coverage under the group healthcare plan for the duration of the family care and medical leave, at the same level and under the same conditions such coverage would have been provided had the unit member not taken the leave. Unit members remain responsible for and must continue to pay any share of the health premiums they now pay.

(6) The District reserves the right to recover its share of health coverage premiums paid for an employee on an FMLA/CFRA – qualifying leave of absence if the employee fails to return to work following expiration of the leave and/or any agreed upon extension of the leave unless the employee does not return because of the continuation, recurrence or onset of a serious health condition that would otherwise entitle the employee to FMLA/CFRA leave or for other circumstances beyond the employee’s control.

(7) Unit Member shall retain all employment rights during the leave period and shall be guaranteed the right to return to the same or similar position at the end of the leave period.

(8) Failure to return to work upon the expiration of a family care and medical leave may subject the unit member to discipline and/or termination for job abandonment unless an extension is granted. If a unit member seeks an extension of his or her leave because of the continuation, recurrence, or onset of his or her own or his or her parent’s, spouse’s or child’s serious health condition, the unit member must do so by submitting a written request to his or her immediate supervisor. The written request must be made as soon as the unit member realizes that he/she will not be able to return at the expiration of the leave period.

(9) Before a unit member returns to work, he or she must submit a return-to-work clearance from his or her treating physician.

F. Pregnancy Disability Leave.

(1) Employees shall be entitled to use personal illness leave as set forth in this Article for the disabilities caused or contributed to by pregnancy, miscarriage, childbirth and/or recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses, injuries, or medical disabilities. Such leave shall not be used for childcare, childrearing, or preparation for childbearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom.

(2) The duration of such pregnancy disability leave, including the date on which the leave shall commence and the date on which the employee’s duties are to be resumed, shall be determined by the employee and employee’s physician, not to exceed four (4) months, or eighty-eight work days if employed full-time, and is subject to the following conditions: A pregnant employee may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required duties and responsibilities and has submitted the necessary doctor’s certificate. The District may require verification of the disability.

(3) An employee who takes a pregnancy disability leave is also entitled to take leave under the California Family Rights Act (CFRA) if she meets the eligibility requirements for a CFRA leave. That means that an employee who is eligible for CFRA leave may take up to four months of pregnancy disability leave for her pregnancy disability and may also be eligible for up to twelve

(12) weeks of CFRA leave to bond with the baby, or for another CFRA qualifying event such as to bond with an adopted child, or to care for a parent, spouse, or child with a serious health condition.

(4) Employees shall be entitled to leave without pay or other benefits for disability caused or contributed to by pregnancy, miscarriage, childbirth and/or recovery therefrom when all current, accumulated and differential pay sick leave has been exhausted. Total length of leave for a pregnancy-related disability shall not exceed four (4) months or eighty-eight (88) work days if employed full-time.

(5) An employee on pregnancy disability leave for four months or less shall be entitled to return to the same assignment held at the time such leave commenced. If that position is not available, the assignment of the employee upon return to work shall be comparable to that held at the time pregnancy disability leave began.

(6) The District will require certification which indicates the medical necessity for requesting leave and the expected duration of such leave if the Unit Member is requesting leave because of pregnancy disability; District management may require verification of the extent of disability through a physical examination by a physician appointed by the District at the District's expense.

G. Catastrophic Sick Leave Bank. All bargaining unit employees shall be eligible to participate in the District Catastrophic Leave Bank as set forth in Section 515 of the District Personnel Policies, Procedures & Regulations Manual, subject to the qualifications, standards and procedures set forth in that policy.

H. Bereavement Leave. Regular employees shall be permitted to take up to three (3) days off, without loss of compensation, for the death of an immediate family member, four (4) days off without loss of compensation, if travel of at least 200 miles (one way) is required, and five (5) days off without loss of compensation if travel beyond 500 miles (one way) is required. An "immediate family member" shall be defined as the employee's parents, legal guardian(s), child or step child, spouse, grandparents, grandchild, brothers or step-brothers, sisters or step-sisters, aunt, uncle, in-laws, registered domestic partner or any relative living in the immediate household. For purposes of this MOU, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis and the term "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

I. Excess Leave Accumulation. Vacation, CTO, and sick leave shall not be allowed to accrue beyond maximums enumerated above. If an employee who is within two (2) months of the vacation accrual limit requests vacation leave at a time when the District, due to operational necessity, is unable to grant the request, the District shall buy back an amount equivalent to up to two (2) months of the employee's current vacation accrual rate. For employees who have reached the hours ceiling on CTO time, all overtime in excess of this limit shall be paid at the applicable overtime rate.

J. Leave Under Labor Code 233. Pursuant to Labor Code Section 233, an employee may utilize no less than half their current year's annual accrual of sick leave such that the employee shall remain in paid status while caring for a parent, child, spouse, or domestic partner.

K. Jury Duty Leave. An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. Any meal, mileage and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

L. Personal Leave of Absence Without Pay. Any employee who wishes to take a leave of absence without pay for personal reasons shall submit a written request for such leave of absence to the General Manager specifying the reason for and the duration of the leave of absence without pay. The General Manager shall indicate his/her approval or disapproval with the request for Leave of Absence Without Pay. The General Manager's determination is final.

The employee must request the Personal Leave of Absence Without Pay in advance, and receive approval for Personal Leave of Absence Without Pay status in advance from the General Manager prior to taking such Personal Leave of Absence Without Pay. An employee who does not report to his/her position upon the expiration, will be subject to disciplinary action, up to and including termination.

ARTICLE 11. DISCIPLINARY PROCEEDINGS

A. Definition. As used in this Section, "disciplinary action" shall mean discharge, demotion, reduction in salary, reprimand, or suspension without pay. Oral reprimands, written reprimands, counselings, and warnings shall not include the right to a Skelly meeting, appeal hearing, or appeal to arbitration. Employees may, however, provide a written response to a written reprimand, oral reprimand, counseling, or other warning, and at any and all times that the employee reasonably believes that a meeting could lead to discipline, shall have the right to representation by CSEA.

B. Rules of Conduct and Discipline. Examples of actions which are grounds for discipline include, but are not limited to:

- (1) Obtaining employment on the basis of false or misleading statements.
- (2) Neglect of duty.
- (3) Theft of District property or the property of an individual in plant, offices, or premises of the District.
- (4) Unauthorized absence or absence for three (3) consecutive working days without satisfactory reason.
- (5) Being under the influence of, or possessing, intoxicants or narcotics. (See District Policy on Drug and Alcohol Use)
- (6) Horseplay, fighting -- or agitating any other employee to fight.
- (7) Disorderly conduct or the use of foul or abusive language.

- (8) Deliberately or negligently damaging property, tools, or machines belonging to the District.
- (9) Leaving a department, assigned zone/assignment, station, or plant during working hours without permission.
- (10) Disregard of either safety rules or common safety and sanitary practices.
- (11) Insubordination or refusal to follow instructions or to perform designated work.
- (12) Possession of dangerous weapons on District property.
- (13) Consistently poor workmanship.
- (14) Use of District equipment, machines, or tools, either inside or outside the plant, without specific District authorization.
- (15) Failure to report injuries, no matter how slight.
- (16) Clocking in for another employee or permitting someone else other than a supervisor/manager to clock in for you.
- (17) Excessive absenteeism, lateness, or time away from workstation.
- (18) Discourteous treatment of employees or others.
- (19) Other violations of District policy, including but not limited to the District's sexual harassment and weapons/anti-violence policies.

C. Progressive Disciplinary Procedures. The purpose of these procedures is to establish guidelines for the counseling and disciplinary actions, as necessary and appropriate, for regular employees of the District. These procedures shall not apply and does not affect the District's right to discipline and/or terminate any at-will employees, including, but not limited to, probationary employees, temporary employees, or any other employee who is designated as "at will" by the District.

Counseling and disciplinary action should generally be progressive in nature. When the District determines that allegations of a serious nature warrant immediate disciplinary action up to and including termination, any or all of the following procedural steps may be skipped. However, nothing in the previous sentence shall lessen the District's burden of proof of said allegations, nor its obligation to pursue disciplinary action based on the preponderance of facts, nor does it change in any way the discipline appeal(s) process. The following procedures may be repeated as often as the District deems necessary before proceeding to the next step. In order to ensure the implementation of a fair, appropriate and fact-based disciplinary procedure, the Parties agree to the following progressive disciplinary procedures as follows:

STEP 1: INFORMAL DISCUSSION (employee/supervisor)

A supervisor will discuss the situation with employee. There is no formal recording of this meeting.

STEP 2: VERBAL WARNING (employee/supervisor)

a. Situation investigated, reviewed, and discussed by supervisor or department manager with the employee. Behavior change indicated as necessary.

b. A summary email will be sent to employee indicating necessary behavior change. Nothing will be placed in the employee's personnel file.

STEP 3: WRITTEN WARNING (employee/supervisor)

a. Situation investigated and reviewed by supervisor and documented in a formal memo. The written warning will include:

- 1) The specific rule, policy, or MOU provision that was violated.
- 2) A concise description of the events that led to the written warning.
- 3) Direction on what the employee must do to correct and improve the situation.
- 4) Notice to the employee that failure to improve may lead to more serious disciplinary action.

b. The written warning will be reviewed by the department manager or designee and human resources manager prior to the supervisor meeting with the employee. A copy of the written warning will be placed in the employee's personnel file.

c. Within 90 days of the written warning, the progress shall be discussed with the employee and a follow up assessment of the supervisor shall be reduced to writing and provided to the employee.

d. Bargaining unit employee may attach statements to any written warning within 10 working days of receipt of such information.

STEP 4: DISCIPLINARY SUSPENSION OF FIVE DAYS OR LESS (employee/union representative if requested/Skelly Officer)

a. Recommendation of disciplinary suspensions of five (5) days or less without pay for continued violations of written warnings presented to employee as per Step 3 above.

b. Employee retains all rights to respond in writing and verbally to the recommended discipline and retains all due process and appeal rights as per this discipline article and as provided for under law.

STEP 5: DISCIPLINARY ACTION IN EXCESS OF SUSPENSION OF FIVE DAYS (employee/union representative if requested/Skelly Officer)

a. Recommendation of any disciplinary action as provided in Section D – Authority of Disciplinary Procedures in excess of suspension of five (5) days without pay for continued violations of written warnings presented to employee as per Step 3 and/or Step 4 above.

b. Employee retains all rights to respond in writing and verbally to the recommended discipline and retains all due process and appeal rights as per this discipline article and as provided for under law.

STEP 6: TERMINATION (employee/union representative if requested /Skelly Officer)

a. Where previous corrective actions by District in the above steps have failed to correct the problem(s), termination may result.

b. Employee retains all rights to respond in writing and verbally to the recommended discipline and retains all due process and appeal rights as per the discipline article and as provided for under law.

D. Authority of Disciplinary Action. The General Manager, the Human Resources Manager, or any administrative employee designated by the General Manager to act as a pre-disciplinary action “Skelly Officer,” may take disciplinary action against any employee for one or more of the causes for discipline specified in this Section, or for other legitimate reason(s).

Disciplinary action demoting, discharging, suspending an employee without pay, or reducing employee pay for disciplinary reasons will be valid, in the absence of an emergency, only if a written notice of the proposed action is served on the employee prior to the date of the proposed action. The notice may be issued by the General Manager or by supervisor(s) designated by the General Manager directed to any employee under their control and shall be served upon the employee, either personally or by certified mail and shall include:

- (1) A statement of the nature of the proposed disciplinary action.
- (2) The effective date of the proposed penalty.
- (3) A statement of causes, therefore.
- (4) A statement in ordinary and concise language of the act or omissions upon which the causes are based.
- (5) A statement advising the employee that files and records bearing on the matter are available for the employee’s inspection.
- (6) A statement advising the employee of the employee’s right to respond, either orally or in writing, and to request review by the Skelly Officer.

E. Right to Respond. Regular employees shall have the right to respond, either orally or in writing, to the authority proposing disciplinary action and have the response considered by the Skelly Officer prior to the discipline being imposed. Such a response must be filed with the Skelly Officer and copied to the supervisor or General Manager (whomever is proposing the

discipline) within seven (7) working days after receipt of the written notice of the proposed disciplinary action. Failure to file a response within such period constitutes a knowing and voluntary waiver on the part of the employee and on the part of CSEA of the right to respond. However, a failure to respond shall not affect the employee's right to appeal the disciplinary action as provided in Paragraph E. below.

The Skelly Officer will be responsible to review the notice of proposed disciplinary action and must not be personally involved in the matter. In addition, the Skelly Officer shall not have been involved in conducting any investigation that may have been undertaken prior to issuance of the notice of disciplinary action.

If the Skelly Officer, after reviewing any oral or written materials in support of the proposed discipline and the employee's response, dismisses or modifies, to the agreement of the employee, the pending disciplinary action, a written notice will be filed in the employee's personnel file, which reflects the changes from the originally proposed action.

If the Skelly Officer, after reviewing any oral or written materials in support of the proposed discipline and the employee's response, finds no cause to dismiss or modify the proposed disciplinary action, a written notice to that effect will be served upon the employee, either personally or by certified mail. The Skelly Officer shall issue a decision in the matter within ten (10) working days of review of the proposed disciplinary action.

F. Right to Appeal. Regular employees shall have the right to appeal, to the General Manager, any disciplinary action imposed by a Skelly Officer under Section C. Such appeal must be filed with the General Manager in writing within ten (10) working days after receipt of written notice of the disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

G. Representation. Any CSEA Representative, elected officer, or job steward, and any District employee, other than those defined as Management and Confidential Employees, shall be permitted to represent another District employee or group of District employees when responding to the Skelly Officer's initial informal hearing, and at any subsequent evidentiary appeal hearing conducted by the General Manager, designated hearing officer, or advisory arbitrator. The appellant may appear in person, be represented by counsel, or duly authorized employee organization representative when responding to the authority proposing the action and at the evidentiary appeal hearing. Any bargaining unit employee shall be entitled to representation at any or all stages of disciplinary procedures.

H. Hearing. The General Manager, or competent designated hearing officer, shall conduct an evidentiary hearing on an appeal filed in accordance with Paragraph E. within thirty (30) working days after receipt thereof (such time may be extended by mutual agreement of the parties). For the purposes of this Agreement, "competent" designee means an impartial, non-employee of the District who has the competence and experience to hear disciplinary matters related to employees serving in the public sector, and who through a written decision, can competently support and communicate any findings and recommendations to the General Manger for his/her final decision.

Such hearings shall be conducted in accordance with the provisions of Section 11513¹ of the Government Code of the State of California, except that:

(1) The appellant and other persons may be examined as provided in Section 19580² of said Code; and

(2) The parties may submit all proper and competent evidence against or in support of the causes.

I. Advisory Arbitration. As an alternative to the provisions of Section G. Hearing (above), the Association may request an evidentiary hearing be performed by an advisory arbitrator, provided such appeal is filed in accordance with Paragraph E (above).

(1) In the event the parties are unable mutually to agree upon an advisory arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Mediation and Conciliation Service. Within ten (10) days of receiving the list, the Association shall either meet with the District's representative or telephone the District's representative to select an arbitrator. The parties shall alternately delete from the list until one (1) name remains and said last named shall be selected as the arbitrator.

(2) The arbitrator shall conduct a hearing and his/her decision shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the disciplinary issues submitted by Parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

(3) The arbitrator's decision shall be submitted simultaneously to the General Manager and CSEA for review.

(4) The District will provide for tape-recording facilities for purpose of developing transcripts of the hearing. However, the ordering and payment of transcripts will be borne by the party ordering the transcripts. Either party, in its discretion and at its cost, may retain the services of a court reporter.

(5) All other costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

J. Decisions. The General Manager shall render a written decision within fifteen (15) working days after concluding the hearing, or in the event a hearing officer or advisory arbitrator

¹ A copy of Government Code section 11513 is attached hereto as Appendix "G" and incorporated herein by this reference.

² A copy of Government Code section 19580 is attached hereto as Appendix "H" and incorporated herein by this reference.

is utilized within twenty (20) working days after receipt of the hearing officer or arbitrator's written recommendations. A copy of such decision shall be forwarded to the appellant with a proof of service. The General Manager may adopt, reject, or modify the Arbitrator's recommended decision. The decision of the General Manager shall be final. Judicial review may be sought pursuant to the Code of Civil Procedure sections 1094.5 and 1094.6.

K. Cost and Notices to Witnesses. The General Manager and/or CSEA shall issue subpoenas for the appearance of witnesses at their respective costs.

L. Failure of Employee to Appear at Hearing. Failure of the appellant or the appellant's designated representative to appear at the evidentiary hearing without good cause shall be deemed a withdrawal of this appeal and the action of the General Manager shall be final.

ARTICLE 12. GRIEVANCE PROCEDURES

A. Purpose. Grievance procedures for employees are provided:

(1) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.

(2) To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.

(3) To provide that grievances shall be settled as nearly as possible to their time of origin.

(4) To provide that grievances shall be heard and settled as informally as possible.

B. Matters Subject to Grievance Procedure. Regular and probationary employees, and the Association and its officers and representatives, shall have the right to present a grievance regarding the provisions of this MOU. Failure to comply with the disciplinary procedures in this MOU is subject to this grievance article. Disciplinary action, however, is not subject to the grievance procedures.

C. Informal Grievance Procedure.

Step 1: A grievant may first attempt to resolve a grievance or complaint through discussion with their immediate supervisor within three (3) working days of the incident giving rise to the grievance. If, after such discussion, the grievant does not believe the problem has been satisfactorily resolved, the grievant shall have the right, within three (3) working days after the discussion with the immediate supervisor, to discuss the grievance with the next highest supervisor below the General Manager. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision.

Step 2: If the grievant is not in agreement with the decision reached through discussion, the grievant shall then have the right to utilize the formal grievance procedures below

in writing within ten (10) working days after receiving the informal decision. An informal grievance shall not be taken to the level of the General Manager.

An employee who does not first attempt to resolve an issue with his/her immediate supervisor or the next highest supervisor is not restricted from immediately utilizing the Formal Grievance Procedure. However, in the event a grievant does not utilize the Informal Grievance procedure, a formal, written grievance must be presented not later than ten (10) working days of the date in which the grievant became aware or should have become aware of the act or omission giving rise to the grievance.

D. Formal Grievance Procedure. The formal grievance procedure, after exhaustion of the informal grievance procedure, shall proceed as follows:

Step 3: General Manager Review. A formal grievance must be presented not later than ten (10) working days from the time the grievant became aware or should become aware of the event in question, or in the event the informal grievance procedure is utilized, within ten days after a decision is reached through discussion. The formal grievance shall be presented in writing to the General Manager who shall discuss the grievance with the grievant, their representative, if any, and with other appropriate persons. The General Manager shall render a decision and comments in writing and return them to the grievant within ten (10) working days after receiving the grievance. If the grievant does not agree with the decision reached, or if no answer has been received, the grievant may advance the grievance to Step 4 and/or Step 5 by notifying the District in writing. Failure of the grievant to take further action within ten (10) working days after receipt of the decision, or within a total of twenty-five (25) working days if no decision is rendered, will constitute withdrawal of the grievance.

Step 4: Optional State Mediation. If the grievance is not resolved by the procedures outlined above, the Association may appeal the grievance to mediation with a mediator appointed by the State Mediation and Conciliation Service. Such appeal must be provided to the District in writing within ten (10) working days of receipt of the District's decision from the previous level or within a total of twenty-five (25) working days if no decision is rendered. Either the District or the Association shall request appointment of a mediator by the State Mediation and Conciliation Service within five (5) working days after an appeal to mediation.

The time, date, and location for a grievance mediation shall be mutually determined by the District, the Association, and the appointed mediator. Settlement offers made in the mediation process shall not be referred to in subsequent proceedings.

Step 5: Advisory Arbitration. If CSEA is not satisfied with the disposition of the grievance at Step 3, CSEA may, within thirty (30) working days after completion of the General Manager's review, or after unsuccessful completion of mediation, request in writing to the General Manager that the grievance be submitted to advisory arbitration.

(1) In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of seven (7) names be submitted to both parties by the California State Mediation and Conciliation Service. Within ten (10) days of receiving the list, the Association shall either meet with the District's representative or telephone the District's representative to select an arbitrator. The parties shall alternately delete from the list until one (1) name remains and said last named shall be selected as the arbitrator.

(2) The arbitrator shall conduct a hearing and his/her decision shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and remedy. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. In the event the issue of arbitrability is raised, it shall first be submitted to the arbitrator, prior to a consideration, if any, of the merits.

(3) The arbitrator's decision shall be submitted to the General Manager and CSEA for review.

(4) The District will provide for tape-recording facilities for purpose of developing transcripts of the hearing. However, the ordering and payment of transcripts will be borne by the party ordering the transcripts. Either party, in its discretion and at its cost, may retain the services of a court reporter.

(5) All other costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

(6) The General Manager may either adopt, reject, or modify the arbitrator's recommended decision and shall issue his/her decision to CSEA in writing within twenty (20) working days of receiving the Arbitrator's decision. The General Manager's determination shall conclude the grievance procedure. Judicial review may be sought pursuant to the Code of Civil Procedure sections 1094.5 and 1094.6.

E. Representation. The employee may request the assistance of the exclusive bargaining unit representative in preparing and presenting their grievance at any level of the Grievance Procedure.

F. Conduct of Grievance Procedure. The following items may be considered:

(1) The time limits specified above may be extended to a definite date by mutual written agreement of the Parties. If the District's representative fails to meet a time deadline, the employee may proceed to the next step as though a denial of the grievance was received on the date the District's representative's response was due.

(2) Grievants and their representatives shall be free from reprisal in utilizing the grievance procedure.

ARTICLE 13. 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 eye gnats 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.

ARTICLE 14. LAYOFF AND REEMPLOYMENT

A. Notice of Resignation or Retirement. Regular full-time employees wishing to leave the service of the District, in good standing either by resignation or retirement, are requested to give the General Manager at least two (2) weeks advance written notice specifying the last day of work. Resignation or retirement notice shall be accepted upon submission and shall be effective on the date stated in the notice.

B. Reductions in Force. Employees may be subject to lay off by the General Manager with concurrence of the Board of Trustees due to lack of work or funds. No position or class covered by this Agreement shall be abolished unless the services performed by a position or class will no longer be provided by the District or for reasons listed in this layoff section.

(1) Definitions:

- (a) "Reduction of Hours" is defined as an involuntary reduction of hours due to lack of work or lack of funds.
- (b) For the purposes of this Layoff article, "Class" is defined as a group of position(s) sufficiently similar in duties, authority, responsibility, and qualifications for employment to permit combining them under a single title and base salary range.³

³ The Parties agree that "job description" and "class" or "class specification" are equivalent terms.

- (c) For the purposes of this Layoff article, “Job Families” are defined as consisting of the grouping of the following existing Classes (i.e., class specifications):

Technician Job Family

Lead Vector Control Technician
Vector Control Technician II
Vector Control Technician I

Shop Job Family

Mechanic I
Mechanic II

Maintenance Job Family

Facilities Maintenance Technician I
Facilities Maintenance Technician II

Laboratory Job Family

Laboratory Assistant II
Laboratory Assistant I
Laboratory Technician

In the event that any new class specifications within the bargaining unit are added during the term of this MOU, the District shall assign such description to the Job Family that it most closely resembles and notify CSEA of such action. The District will, upon request from CSEA, meet and confer with CSEA in the event of a dispute concerning assignment of a new position to a Job Family.

- (d) “Seniority” is determined by an employee’s date of employment in the bargaining unit with the District without a break in service. Seniority only accrues while the employee is in paid status. Laid off or demoted employees, or those that have resigned, may bridge a break in service if returned to their former positions within an eighteen (18) month period. If a tie exists, seniority shall be determined by lottery.

(2) Procedure:

- (a) In the event of a reduction in force in any Class hereunder, layoff will be in reverse order of seniority with the least senior employee in that Class being laid off first.
- (b) Employees to be laid off shall be notified by certified mail and by first class mail sent to the most recent address provided to the District by the employee. The notice shall be deposited in the U.S. Mail no less than thirty (30) calendar days prior to the effective date of the layoff. The notice shall contain the effective date of layoff,

the reason of layoff, and a copy of this section explaining displacement rights. Notification shall be deemed to be complete five (5) days after the date the mailed notices are deposited with the U.S. post office.

- (c) Within seven (7) calendar days after notification (as calculated under section 2(b) above), the employee must notify the General Manager or designee, in writing of the employee's intention to exercise displacement rights.
- (d) The District shall pay health insurance premiums for a period of one (1) month from the effective date of layoff.

(3) Displacement Rights: An employee who has received notice of layoff may exercise displacement (or bumping) rights in the following order:

- (a) If the employee is qualified and has sufficient seniority, the employee may displace the employee with the lowest seniority in the same Class. For example, a Vector Control Technician I with higher seniority may displace the Vector Control Technician I with the lowest seniority in that Class at the time of the layoff.
- (b) A lack of seniority or qualifications in the employee's existing Class will permit the employee to displace the least senior employee in the next lower Class within the Job Family if the employee has the necessary seniority and qualifications for the position. For example, a Vector Control Technician II with the lowest seniority in that Class may displace the Vector Control Technician I with the lowest seniority in the Vector Control Technician I Class.
- (c) If any employee lacks the qualifications or sufficient seniority to displace any employee in a lower Class within his/her Job Family, the employee may then look to another Job Family in which the employee has established seniority even though it is an unrelated Job Family provided that the employee possesses all required qualifications of the position at the time of displacement. For instance, a Vector Control Technician I, II, or III that has previously worked in the Utility Job Family and who is unable to exercise displacement rights as provided in subdivisions (a) or (b) above, may displace the least senior Utility Worker, provided that the Vector Control Technician has seniority over the displaced employee and possesses all required qualifications for the position at the time of displacement.
- (d) An employee displaced by the operation of this layoff procedure shall have the same layoff rights and may exercise seniority displacement as though the employee were being laid off.

- (e) If a vacant position exists in a class into which an employee is bumping, the employee shall move into the vacant position.
- (f) In lieu of the displacement rights described herein, an employee may accept reassignment to a vacant position in an equal or lower class.

(4) Reemployment Rights:

- (a) Employees who have been laid off shall be placed on a Reemployment List for eighteen (18) calendar months. To remain on the Reemployment List, the employee must contact the Human Resources Department no later than twelve (12) months after the date of layoff and indicate continued availability and provide the District with a current address and phone number.
- (b) Employees who, through operation of this Article, receive fewer hours or assignment to a lower Class shall also be placed on the Reemployment list for eighteen (18) months.
- (c) The District shall send recall notices to employees on the Reemployment List in reverse order of layoff as vacancies occur in Classes for which the laid off employee is qualified. Offers shall be mailed by first class and by certified mail to the last known address on file with the District for the employee and shall be copied to the CSEA President. Notification shall be deemed to be complete five (5) days after the date the notice is deposited with the U.S. post office.
- (d) Employees failing to respond to notice of recall within a period of five (5) working days from the date the notification is deemed complete will be, without further notice, regarded as permanently separated from District employment with no right of recall. Should such separated employees be rehired, the employee will be reemployed as a new employee on probationary status.
- (e) An employee who voluntarily accepts reassignment to a vacant position in another Class without exercising displacement rights, shall maintain their reemployment rights under this section.

(5) Notification Requirements: The District shall notify CSEA in writing of any impending layoff or reduction of hours of bargaining unit employees thirty (30) days prior to its implementation. The District shall provide a seniority list at the time any layoff notice is given.

ARTICLE 15. PERFORMANCE EVALUATIONS

A. General. The parties have agreed to an evaluation format which includes standards and procedures for employee evaluation.

(1) Performance evaluations are designed to provide constructive employee performance and should be used to identify employee's strength and/or opportunities for improvement. Performance evaluations shall not be used in disciplining employees except as a reference to show prior warning of performance or behavioral problems.

(2) Nothing in this Section shall preclude the District from observing or otherwise reprimanding employees for cause because of unsatisfactory work.

B. Evaluation Schedule.

(1) Probationary employees: Performance evaluations shall be required at or about the conclusion of each three (3) month interval.

(2) Regular employees: Each regular employee shall receive an annual evaluation, whenever practicable, on or about the anniversary date on which the employee became a regular full time employee but no later than one (1) month from the anniversary date. In the event that the employee receives a step increase following an anniversary evaluation as provided under section C. below, the increase shall become effective as though given on the anniversary date notwithstanding the actual date of the evaluation.

C. Procedure.

(1) The employee's evaluator shall prepare the evaluation in the required evaluation format.

(2) The evaluator shall discuss the evaluation with the employee.

(3) The form shall be signed by the employee to indicate receipt, and the employee shall be given a signed and dated copy.

(4) The employee shall be given ten (10) working days to respond to the evaluation before the evaluation is placed in the employee's personnel file. Said response shall be attached to the evaluation.

D. Recommendation for Improvement.

(1) A negative evaluation shall be considered a rating of Needs Improvement or Unsatisfactory in any performance evaluation category section. Category section means, for instance, "Work Habits," "Particular Job Skills," etc.

(2) Prior to a negative evaluation, the evaluator shall provide a counseling meeting with the bargaining unit employee with regard to necessary improvements.

(3) Any negative evaluation shall include specific recommendations for improvement(s) and provisions for assisting the employee in implementing any recommendations made.

(4) A follow-up evaluation shall be conducted within three (3) months to determine if progress has been made towards the employee achieving the recommended improvement.

(5) A further evaluation shall be conducted within three (3) additional months to determine if progress has been made towards the employee achieving the recommended improvement.

(6) The procedures set forth in Article 15.C – Procedure, above, and Article 15.E – Appeal Rights, below, shall be used for any follow-up evaluation(s).

E. Appeal Rights.

(1) The contents of an evaluation shall not be subject to the grievance procedure of this Agreement. However, a grievance may be filed alleging failure to comply with the procedures set forth in this article.

(2) An employee who is not satisfied with the performance evaluation shall, upon written request, be granted a review conference with the General Manager, whose decision regarding the disposition of the evaluation shall be final.

ARTICLE 16. VACANCIES, TRANSFERS AND PROMOTIONS

A. Definitions.

(1) Transfer is defined as the changing of a District employee to a different position in the same job class at their same salary step. An employee may be transferred at his/her request, or for the good of the service, from one (1) position to another in the same class at the discretion of the General Manager, provided that such action shall not be taken for punitive or disciplinary reasons, unless pursuant to the Discipline Article of this Agreement.

(2) Promotion is defined as the changing of a District employee from a job class at one salary range, to a job class in higher salary range.

B. Vacancy Announcements.

(1) Vacancy is defined as a new or existing bargaining unit position, which the District determines to fill.

(2) In the event of a vacancy and/or for the establishment of an eligibility list, the District shall notify all bargaining unit members by posting of the announcement(s) of the job vacancy in places where bargaining unit members work. The announcement shall remain posted for at least five (5) consecutive working days.

(3) The vacancy announcement shall include: job title, salary, example of duties, knowledge, skills and abilities for the job, minimum qualifications, and final filing date. An employee will not be eligible to initiate an employment process (promotion, transfer, demotion, etc.) until the successful completion of the initial probationary period.

C. Criteria for Transfer and Promotion. Requests for transfer or promotion shall be accepted by the General Manager, based on the negotiated criteria below. The criteria for transfer and promotion shall include, but not be limited to the following:

- a. Performance as demonstrated by employee performance evaluations;
- b. Ability;
- c. Nature of applicant's training and certifications;
- d. Nature of applicant's experience and education;
- e. Length of service with the District;
- f. Applicable legal obligations.

(1) For purposes of promotion, the District will select among competing candidates based upon a review of applicable criteria as listed above. In the event the District determines to make the selection from among two or more competing bargaining unit candidates, and the District in its sole judgment and discretion determines their qualifications are equal, then, in that event, the District will select the candidate with the greater length of service with the District. For purpose of this clause, "length of service" shall date from the date upon which the employee first commenced his/her most current unbroken service to the District; a break in service shall occur when an employee resigns, is demoted, or laid off more than eighteen (18) consecutive months.

(2) The District shall first offer promotional opportunities within the bargaining unit to bargaining unit employees then currently employed by the District. Nothing in this clause shall be interpreted or applied to prohibit the District from filling vacancies and/or new job positions by recruitment outside the District, in the event the District is not satisfied with the qualifications of the applicants. Upon request from the applicant, the District shall provide a written explanation for its decision.

(3) Employees on vacation who wish to be notified of vacancies shall notify the District, in writing, indicating the appropriate address to which a job vacancy announcement should be sent. The District shall send a copy of the posting to employees who have made the appropriate written request.

(4) Reasons for any transfer, which is not voluntary, shall be discussed with the employee by his/her immediate supervisor, and with the Association, if requested by the unit member. The Chapter President shall be provided written notification of such transfers.

(5) Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a five (5%) percent increase in salary as a result of that promotion, except that the employee may be placed at the last step of the appropriate range if that is the maximum allowable for that class.

ARTICLE 17. TERM OF AGREEMENT

A. Notice requirements. Unless otherwise specified in this Agreement, notices required by this Agreement or by law shall be delivered either by hand or by placing in CSEA's District "in box" and copied to the assigned CSEA Labor Relations Representative at CSEA's

offices at 10211 Trademark St., Unit A, Rancho Cucamonga, CA 91730, or as designated by the current CSEA Labor Relations Representative.

B. Negotiations. For the purposes of negotiations of a successor agreement, if either party desires to alter or amend this Agreement, it shall provide written notice not less than ninety (90) calendar days prior to the termination of this Agreement.

C. Commencement of Negotiations. Unless mutually agreed to otherwise, not later than thirty (30) days following the submission of the written notice, negotiations shall commence at a mutually acceptable time and place for the purposes of considering changes in this Agreement.

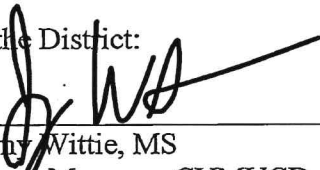
D. Ratification. Any additions or changes to this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

E. Completion of Negotiations. The above Memorandum of Understanding constitutes the complete understanding between the parties for the term of this Agreement. This Memorandum of Understanding terminates and supersedes all previous Memoranda of Understanding.

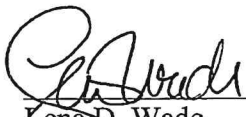
F. Term of Agreement. Pursuant to the Meyers-Milias-Brown Act, the representatives of the Coachella Valley Mosquito & Vector Control District (“District”) and the representatives of the California School Employees Association and its Chapter #2001 (“CSEA” or “Association”), have met and negotiated in good faith and have reached agreement on all issues within the scope of representation on wages, hours and other conditions of employment for the employees of the District represented by CSEA for the period from July 1, 2021 to June 30, 2024.

G. Effective Date. This MOU is effective as of July 1, 2021, and shall be retroactive to July 1, 2021 upon ratification by the CSEA Chapter 2001 members and the District’s Board of Trustees.


DULY EXECUTED by the Parties hereto this 12th day of December 2021.

For the District:


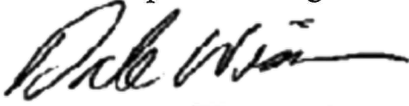
Jeremy Wittie, MS
General Manager, CVMVCD



Lena D. Wade
SBEMP
Designated Representative

For CSEA:


Jess Lucia
CSEA Chapter 2001 Negotiations Chair



Dale Wissman
CSEA Labor Relations Representative

APPENDIX A
JULY 1, 2021 SALARY SCHEDULE

Salary Schedule - Bargaining unit members will be placed on the following salary schedule as provided below. Unless specifically stated otherwise in this article, each bargaining unit employee's anniversary date (for purposes of calculating step increases) shall remain unchanged. The salary schedule will be 5% between Ranges and 5% between Steps and will contain 6 Steps and 24 Ranges as follows:

RANG E	STEP 1	STEP2	STEP3	STEP4	STEPS	STEP6
1	2,192.50	2,302.12	2,417.23	2,538.09	2,664.99	2,798.24
2	2,302.13	2,417.23	2,538.10	2,665.00	2,798.25	2,938.16
3	2,417.23	2,538.09	2,665.00	2,798.25	2,938.16	3,085.07
4	2,538.09	2,665.00	2,798.25	2,938.16	3,085.07	3,239.32
5	2,664.99	2,798.24	2,938.16	3,085.06	3,239.32	3,401.28
6	2,798.24	2,938.15	3,085.06	3,239.31	3,401.28	3,571.34
7	2,938.15	3,085.06	3,239.31	3,401.28	3,571.34	3,749.91
8	3,085.06	3,239.31	3,401.27	3,571.34	3,749.90	3,937.40
9	3,239.30	3,401.27	3,571.33	3,749.90	3,937.39	4,134.26
10	3,401.26	3,571.33	3,749.89	3,937.39	4,134.26	4,340.97
11	3,571.33	3,749.89	3,937.39	4,134.26	4,340.97	4,558.02
12	3,749.90	3,937.39	4,134.26	4,340.97	4,558.02	4,785.92
13	3,937.39	4,134.26	4,340.97	4,558.02	4,785.92	5,025.21
14	4,134.26	4,340.97	4,558.02	4,785.92	5,025.22	5,276.48
15	4,340.97	4,558.02	4,785.92	5,025.22	5,276.48	5,540.31
16	4,558.03	4,785.93	5,025.23	5,276.49	5,540.31	5,817.33
17	4,785.93	5,025.23	5,276.49	5,540.32	5,817.33	6,108.20
18	5,025.23	5,276.49	5,540.32	5,817.33	6,108.20	6,413.61
19	5,276.49	5,540.32	5,817.33	6,108.20	6,413.61	6,734.29
20	5,540.32	5,817.33	6,108.20	6,413.61	6,734.29	7,071.01
21	5,817.33	6,108.20	6,413.61	6,734.29	7,071.00	7,424.55
22	6,108.20	6,413.61	6,734.29	7,071.00	7,424.55	7,795.78
23	6,413.61	6,734.29	7,071.00	7,424.55	7,795.78	8,185.57
24	6,734.29	7,071.01	7,424.56	7,795.79	8,185.58	8,594.85

Job Descriptions	Range
Laboratory Technician	14
Vector Tech I	14
Utility Worker	14
Laboratory Assistant I	18
Vector Tech II	18
Mechanic I	19
Fac. Maint. Tech I	19
Mechanic II	20
Laboratory Assistant II	20
Lead Vector Tech	20
Fac. Maint. Tech II	20

JULY 1, 2022 SALARY SCHEDULE

Salary Schedule - Bargaining unit members will be placed on the following salary schedule as provided below. Unless specifically stated otherwise in this article, each bargaining unit employee's anniversary date (for purposes of calculating step increases) shall remain unchanged. The salary schedule will be 5% between Ranges and 5% between Steps and will contain 6 Steps and 24 Ranges as follows:

RANG E	STEP 1	STEP2	STEP3	STEP4	STEPS	STEP6
1	2,258.27	2,371.19	2,489.74	2,614.23	2,744.94	2,882.19
2	2,371.19	2,489.75	2,614.24	2,744.95	2,882.20	3,026.31
3	2,489.75	2,614.24	2,744.95	2,882.19	3,026.30	3,177.62
4	2,614.23	2,744.95	2,882.19	3,026.30	3,177.62	3,336.50
5	2,744.94	2,882.19	3,026.30	3,177.62	3,336.50	3,503.32
6	2,882.19	3,026.30	3,177.61	3,336.49	3,503.32	3,678.48
7	3,026.29	3,177.61	3,336.49	3,503.31	3,678.48	3,862.40
8	3,177.61	3,336.49	3,503.31	3,678.48	3,862.40	4,055.52
9	3,336.48	3,503.31	3,678.47	3,862.40	4,055.52	4,258.29
10	3,503.30	3,678.47	3,862.39	4,055.51	4,258.29	4,471.20
11	3,678.47	3,862.39	4,055.51	4,258.28	4,471.20	4,694.76
12	3,862.39	4,055.51	4,258.29	4,471.20	4,694.76	4,929.50
13	4,055.51	4,258.28	4,471.20	4,694.76	4,929.49	5,175.97
14	4,258.29	4,471.20	4,694.76	4,929.50	5,175.97	5,434.77
15	4,471.20	4,694.76	4,929.50	5,175.98	5,434.78	5,706.51
16	4,694.77	4,929.51	5,175.98	5,434.78	5,706.52	5,991.85
17	4,929.51	5,175.99	5,434.79	5,706.53	5,991.85	6,291.45
18	5,175.99	5,434.79	5,706.53	5,991.85	6,291.44	6,606.02
19	5,434.79	5,706.53	5,991.85	6,291.44	6,606.02	6,936.32
20	5,706.53	5,991.85	6,291.45	6,606.02	6,936.32	7,283.14
21	5,991.85	6,291.44	6,606.01	6,936.31	7,283.13	7,647.29
22	6,291.44	6,606.02	6,936.32	7,283.13	7,647.29	8,029.66
23	6,606.02	6,936.32	7,283.13	7,647.29	8,029.65	8,431.14
24	6,936.32	7,283.14	7,647.30	8,029.66	8,431.14	8,852.70

Job Descriptions	Range
Laboratory Technician	14
Vector Tech I	14
Utility Worker	14
Laboratory Assistant I	18
Vector Tech II	18
Mechanic I	19
Fac. Maint. Tech I	19
Mechanic II	20
Laboratory Assistant II	20
Lead Vector Tech	20
Fac. Maint. Tech II	20

JULY 1, 2023 SALARY SCHEDULE

Salary Schedule - Bargaining unit members will be placed on the following salary schedule as provided below. Unless specifically stated otherwise in this article, each bargaining unit employee's anniversary date (for purposes of calculating step increases) shall remain unchanged. The salary schedule will be 5% between Ranges and 5% between Steps and will contain 6 Steps and 24 Ranges as follows:

RANG E	STEP 1	STEP2	STEP3	STEP4	STEPS	STEP6
1	2,326.02	2,442.32	2,564.44	2,692.66	2,827.29	2,968.66
2	2,442.33	2,564.44	2,692.67	2,827.30	2,968.66	3,117.10
3	2,564.44	2,692.66	2,827.30	2,968.66	3,117.09	3,272.95
4	2,692.66	2,827.29	2,968.66	3,117.09	3,272.95	3,436.59
5	2,827.29	2,968.66	3,117.09	3,272.94	3,436.59	3,608.42
6	2,968.65	3,117.09	3,272.94	3,436.59	3,608.42	3,788.84
7	3,117.08	3,272.94	3,436.58	3,608.41	3,788.83	3,978.28
8	3,272.94	3,436.58	3,608.41	3,788.83	3,978.27	4,177.19
9	3,436.58	3,608.41	3,788.83	3,978.27	4,177.18	4,386.04
10	3,608.40	3,788.82	3,978.26	4,177.18	4,386.04	4,605.34
11	3,788.82	3,978.26	4,177.17	4,386.03	4,605.33	4,835.60
12	3,978.26	4,177.18	4,386.04	4,605.34	4,835.61	5,077.39
13	4,177.17	4,386.03	4,605.33	4,835.60	5,077.38	5,331.25
14	4,386.03	4,605.34	4,835.60	5,077.38	5,331.25	5,597.81
15	4,605.34	4,835.61	5,077.39	5,331.26	5,597.82	5,877.71
16	4,835.61	5,077.39	5,331.26	5,597.83	5,877.72	6,171.60
17	5,077.40	5,331.27	5,597.83	5,877.72	6,171.61	6,480.19
18	5,331.27	5,597.83	5,877.72	6,171.61	6,480.19	6,804.20
19	5,597.83	5,877.72	6,171.61	6,480.19	6,804.20	7,144.41
20	5,877.72	6,171.61	6,480.19	6,804.20	7,144.41	7,501.63
21	6,171.61	6,480.19	6,804.19	7,144.40	7,501.62	7,876.71
22	6,480.19	6,804.20	7,144.41	7,501.63	7,876.71	8,270.54
23	6,804.20	7,144.41	7,501.63	7,876.71	8,270.54	8,684.07
24	7,144.41	7,501.63	7,876.71	8,270.55	8,684.08	9,118.28

Job Descriptions	Range
Laboratory Technician	14
Vector Tech I	14
Utility Worker	14
Laboratory Assistant I	18
Vector Tech II	18
Mechanic I	19
Fac. Maint. Tech I	19
Mechanic II	20
Laboratory Assistant II	20
Lead Vector Tech	20
Fac. Maint. Tech II	20

APPENDIX B

Government Code section 11513



GOVERNMENT CODE - GOV

TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980] (*Title 2 enacted by Stats. 1943, Ch. 134.)*

DIVISION 3. EXECUTIVE DEPARTMENT [11000 - 15986] (*Division 3 added by Stats. 1945, Ch. 111.)*

PART 1. STATE DEPARTMENTS AND AGENCIES [11000 - 11898] (*Part 1 added by Stats. 1945, Ch. 111.)*

CHAPTER 5. Administrative Adjudication: Formal Hearing [11500 - 11529] (*Heading of Chapter 5 amended by Stats. 1995, Ch. 938, Sec. 22.)*

(a) Oral evidence shall be taken only on oath or affirmation.

11513. (b) Each party shall have these rights: to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her. If respondent does not testify in his or her own behalf he or she may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.

(d) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.

(e) The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.

(f) The presiding officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(Amended by Stats. 1995, Ch. 938, Sec. 40. Effective January 1, 1996. Operative July 1, 1997, by Sec. 98 of Ch. 938.)

APPENDIX C

**Government Code section 19580
section 19580**



GOVERNMENT CODE - GOV

TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980] (*Title 2 enacted by Stats. 1943, Ch. 134.*)

DIVISION 5. PERSONNEL [18000 - 22980] (*Division 5 added by Stats. 1945, Ch. 123.*)

PART 2. STATE CIVIL SERVICE [18500 - 19799] (*Part 2 added by Stats. 1945, Ch. 123.*)

CHAPTER 7. Separations From Service [19570 - 19593] (*Heading of Chapter 7 renumbered from Chapter 8 by Stats. 1985, Ch. 794, Sec. 27.*)

ARTICLE 1. Disciplinary Proceedings [19570 - 19589] (*Heading of Article 1 renumbered from Article 3 by Stats. 1983, Ch. 142, Sec. 55.*)

Either by deposition or at the hearing the employee may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.

19580.

(*Amended by Stats. 1965, Ch. 299.*)

APPENDIX D

**New Employee Orientation & Data (AB 119) Side Letter
November 9, 2017**

SIDE LETTER AGREEMENT
NEW EMPLOYEE ORIENTATION AND DATA

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 2001

This Memorandum of Understanding between the Coachella Valley Mosquito and Vector Control District (“District”) and the California School Employees Association and its Chapter 2001 (“CSEA”) is entered into due to the passage of AB 119, which adds sections 3555-3559 to the California Government Code and amends the Public Records Act in Government Code Section 6254.3. In light of the requirements provided for under AB 119, CSEA and the District agree to the following:

A. DEFINITIONS

1. “New Employee Orientation” means the onboarding process of a newly-hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters.
2. “Newly hired employee” or “new hire” means any employee, whether full-time, or part-time, hired by the District into the classified bargaining unit represented by CSEA who is still employed as of the date of the new employee orientation.
3. “Interest arbitration” means a process whereby an employer and an exclusive representative submit a dispute concerning the terms of access to new employee orientations for resolution to a neutral, third-party arbitrator who is then authorized to approve either party's proposal in its entirety, to approve a proposal using both the employer's and exclusive representative's final proposals, or to modify the proposals by the parties.

B. NEW EMPLOYEE ORIENTATION

1. **Notice of New Employee Orientation** - The District shall provide CSEA mandatory access to its new employee orientations for bargaining unit members. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. The orientation shall be held on District property during the workday, and the employees shall be on paid time. During CSEA’s orientation session, no District manager or supervisor or non-bargaining unit employee shall be present.
2. **Release Time for New Employee Orientation** - In the event the District conducts a group orientation of two or more employees at the same time, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee to conduct the orientation session. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for the Chapter President or designee to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective

bargaining agreement. The CSEA Labor Relations Representative may also attend any new employee orientation session.

3. **CSEA Orientation Materials** – The District shall include the CSEA membership application, and a CSEA-provided link for an electronic application, in any employee orientation packet of District materials provided to any newly-hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution as part of the orientation packet for newly-hired employees. The District shall provide each current employee and each new employee with a copy of the Agreement.

C. NEW EMPLOYEE INFORMATION AND BARGAINING UNIT INFORMATION

1. **District Notice to CSEA of New Hires** – Unless otherwise provided for under law, the District shall provide CSEA with comprehensive contact information of newly-hired employees within the first pay period of the month after the employee is hired, but not later than 30 days from the date of hire of the new employee. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District (such as a substitute employee, or previous classified employee). In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month. The data shall be provided to CSEA in the following form with each field in its own column:

- a. First Name
- b. Middle Initial
- c. Last Name
- d. Suffix (e.g. “Jr.” “III”)
- e. Job Title/Classification
- f. Range and Step Placement
- g. Department
- h. Primary worksite name
- i. Work telephone number
- j. Home street address (including apartment number or suite if applicable)
- k. City
- l. State
- m. Zip Code
- n. Home telephone number on file with the Employer
- o. Cell phone number on file with the Employer
- p. Email address of the employee on file with the Employer
- q. Employee ID number
- r. CalPERS status (member or non-member)
- s. Hire Date

2. **Periodic Update of Bargaining Unit Member Information:** In accordance with Government Code section 3558, the District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. This contact information shall also include the same information listed above in paragraph C(1) with each field listed in its own column.

The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

D. APPLICABILITY, EFFECT, AND ENFORCEMENT OF AGREEMENT

1. **Term:** This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement occur, the provisions of this Agreement shall remain in full force and effect until the negotiation of a new Agreement is completed.
2. **Interest Arbitration:** In the event an agreement is not reached within sixty days after the demand to negotiate, either party can make a demand for interest arbitration. In the event the parties are unable mutually to agree upon an arbitrator, they shall request that a panel of five names be submitted to both parties by the California State Conciliation and Mediation Service. Within ten days of receiving the list, the Association shall either meet with the District's representative or telephone the District's representative to select an arbitrator. The parties shall alternately delete from the list until one name remains, and said last named shall be selected as the arbitrator. Within fifteen days of selecting the arbitrator, the Parties shall exchange a list of five common hearing dates, which shall be forwarded to the arbitrator as potential hearing dates.
3. **Savings Clause:** If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.
4. **Applicability of MOU:** The Parties agree that this MOU shall not create any binding past practice beyond that contemplated in this MOU. This MOU does not modify or amend any current contract language. In addition, this MOU is subject to review under CSEA's Policy 610, and review and approval by the CVMVCD Board of Trustees.

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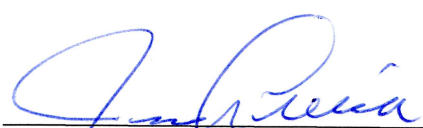
Executed this day November 9, 2017 at Indio, California.

**COACHELLA VALLEY MOSQUITO
VECTOR CONTROL DISTRICT**




Jeremy Wittie, General Manager
CVMVCD

FOR CSEA and its CHAPTER # 109



Jess Lucia, President
CSEA Chapter 2001



Dale Wissman
CSEA Labor Relations Representative

APPENDIX E

**Vector Control Technician I Career Pathway Side Letter
August 29, 2019**

SIDE LETTER AGREEMENT VECTOR CONTROL TECHNICIAN II CAREER PATHWAY REQUIREMENTS

COACHELLA VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 2001

The Coachella Valley Mosquito and Vector Control District (“District”) and the California School Employees Association and its Chapter 2001 (“CSEA”) (collectively “Parties”) hereby agree to the following Memorandum of Understanding (MOU) in regards to the specific requirements needed to advance to a Vector Control Technician II as contemplated in the parties’ April 17, 2018 Side Letter Agreement on this topic:

OVERVIEW

The parties’ April 17, 2018 Side Letter Agreement provides for the ability of a Vector Control Technician I to promote to a Vector Control Technician II (initially to Range 18/Step 3) upon completion of one year at Step 6 during a fiscal year, provided the VCT I meets the following conditions in the same fiscal year:

1. An overall rating of 3.5 or greater during the same fiscal year as the employee is assigned (or has otherwise previously reached) Step 6 of the VCT I classification.
2. The successful passing of an examination designed by the District, and agreed upon in form by CSEA, of three components:
 - A. A written component
 - B. A practical component
 - C. An interview component

A. THE WRITTEN COMPONENT

1. CSEA and the District agree to a 40 question multiple choice exam with a passage rate of 75% (30 correct answers out of 40 questions total) in the following areas:
 - 20 questions from the CVMVCD Tech Reference Manual.
 - 10 general knowledge questions on daily work, protocols and field decisions.
 - 10 questions from Category B, C, and D relevant to the Coachella Valley
2. The District agrees to supply sample questions that will give candidates a general idea of the types of questions to be used.

B. THE PRACTICAL COMPONENT

1. CSEA and District agree to two practical activities, which shall focus on basic repair of equipment (and not overhauls) as follows:
 - Basic repair of relevant small equipment VCT II use in their daily work (such as Maruyamas and solo backpack pump/sprayer)
 - Calibration of small equipment

2. The District's Operations Manager or employee acting in that capacity shall observe the two practical activities and grade on a pass/no pass basis on the procedure itself, and not any final numerical answer or result.

C. THE INTERVIEW COMPONENT

1. CSEA and the District agree that those who pass both the written and practical components shall be forwarded to the interview component, which shall be the last component.
2. The interview panel shall be comprised of the District's General Manager, and two panelists/interviewers from outside the District who are employees of another public sector district.
3. The interview component shall consist of eight interview questions that focus on the ability of the candidate to clearly communicate the goals of vector control to the public at large.
4. The District will supply sample questions to all interviewees that will give candidates a general idea of the type of questions to be used.
5. CSEA and the District further agree to a 75% passage rate (at least 6 sufficient answers out of eight total interview questions).

D. TESTING AND PROMOTIONAL TIMELINES

1. CSEA agrees to a twice annual testing and interview schedule during the following weeks, which starting in 2019-20 shall be:
 - Week of November 4th, 2019
 - Week of May 4th, 2020
2. Any bargaining unit employee who was eligible to advance on the Vector Control Technician II pathway as of June 30, 2019, and who is advanced to VCT II during the 2019-20 fiscal year shall be paid retroactively to July 1, 2019 at Range 18/Step 3 to reflect the employee's eligibility for advancement at the end of the 2018-19 fiscal year.

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 This Memorandum of Understanding (MOU) is subject to review under CSEA's Policy 610.

Executed this day August 29, 2019 at Indio, California.

**COACHELLA VALLEY MOSQUITO
 AND VECTOR CONTROL DISTRICT**

 Jeremy Wittie, General Manager
 CVMVCD

FOR CSEA and its CHAPTER # 2001

 Jess Lucia, President
 CSEA Chapter 2001

 Dale Wissman, CSEA Labor Relations Rep