

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT**

**AND**

**TEAMSTERS LOCAL 911**

**2024 - 2027**

## Table of Contents

PREAMBLE .....	3
ARTICLE 1: RECOGNITION .....	3
ARTICLE 2: UNION SECURITY AND RIGHTS .....	3
ARTICLE 3: REPRESENTATION .....	6
ARTICLE 4: PERSONNEL PRACTICES .....	7
ARTICLE 5: HOURS AND OVERTIME .....	12
ARTICLE 6: PAY RATES AND PRACTICES .....	13
ARTICLE 7: BENEFIT PROGRAMS.....	18
ARTICLE 8: HOLIDAYS .....	21
ARTICLE 9: VACATION .....	24
ARTICLE 10: LEAVE PROVISIONS.....	25
ARTICLE 11: SAFETY .....	27
ARTICLE 12: MISCELLANEOUS PROVISIONS .....	27
ARTICLE 13: GRIEVANCE PROCEDURE.....	28
ARTICLE 14: PERMORMANCE EVALUATION.....	31
ARTICLE 15: EFFECT ON EXISTING PRACTICES.....	33
ARTICLE 16: NONDISCRIMINATION.....	33
ARTICLE 17: MANAGEMENT RIGHTS .....	33
ARTICLE 18: CONCERTED ACTIVITIES .....	34
ARTICLE 19: SEPARABILITY .....	35
ARTICLE 20: VOLUNTARY "D.R.I.V.E." CONTRIBUTIONS .....	35
ARTICLE 21: EQUITY CLAUSE.....	35

## **PREAMBLE**

This Memorandum of Understanding (hereafter "Memorandum" or "Agreement") is entered into by and between the Coachella Valley Mosquito & Vector Control District (hereafter "District") and the International Brotherhood of Teamsters Local 911 (hereinafter "Union"). This Memorandum is entered into pursuant to the Meyers-Milias-Brown Act (Government Code section 3500 et seq.) and has been jointly prepared by the parties.

The parties acknowledge that they have fully discharged their obligations to meet and confer under the Meyers-Milias Brown Act concerning all issues within the scope of representation of wages, hours, and other terms and conditions of employment for all District employees covered by this Memorandum.

## **ARTICLE 1: RECOGNITION**

The Union is recognized as the majority representative of the full-time and probationary District employees assigned to the job classifications as listed in **Appendix A** to this Agreement and incorporated herein.

## **ARTICLE 2: UNION SECURITY AND RIGHTS**

### **2.1 Notice to Employees of Union Status**

When a person is hired in any of the classifications listed in Article 1, the District shall notify that person that the Union is the recognized bargaining representative for the employee's representation unit and give the employee a current copy of the Memorandum.

### **2.2 Dues Deduction**

The District shall only deduct Union membership dues and any other mutually agreed upon payroll deduction from the biweekly pay of member employees who voluntarily become a member of the Union. The dues deduction must be authorized in writing by the employee on an authorization card acceptable to the District and the Union. The District shall remit the deducted dues and other fees to the Union as soon as possible after deduction. Notwithstanding the above, member employees may terminate their Union membership by notifying the Union in writing. The Union shall then notify the District of the member employee's withdrawal of Union membership.

2.2.1 **Indemnification and Hold Harmless:** The Union shall indemnify, defend and hold harmless the District from any damage, liability, cost, or attorneys' fees in the event of any action in which the District is named as a party, which action involves the deduction of dues, use of dues after deduction, negligence of the Union regarding the deducted dues or any similar claim.

### 2.3 Bargaining Unit Information

Upon request from the Union, but not more than once every six (6) months, the District shall supply the Union with a list of the names, addresses, and classifications of all unit employees except those who file written notice with the District objecting to release of their addresses, in which case information will be transmitted without the objecting employees' addresses.

### 2.4 Notice and Opportunity to Meet and Confer

Except in case of emergency, the Union shall be given reasonable advance written notice of any resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the District and shall be given the opportunity to meet and confer or meet and consult, where a meet and confer is not required, with the appropriate Management representatives prior to adoption.

### 2.5 Electronic Usage

Employee use of email shall comply with the District's Computer Use Policy.

### 2.6 Use of Facilities

Union representatives shall have the right to use District facilities and equipment at the site at reasonable hours for Union meetings of District employees during their non-work hours when such facilities are not otherwise in use. The Union shall provide a written request two (2) days prior to the District; the District shall provide the individual responsible for securing the facility a copy of said notice.

2.6.1 Procedures: The Union representatives will follow standard facilities or equipment use procedures for the reservation and use of facilities or equipment. The Union shall provide a written request two (2) days prior to such meeting date.

2.6.2 Activities: The requested activities or use will not interfere or interrupt normal District operations.

2.6.3 Equipment: The use of District equipment, other than items normally used in the conduct of meetings, is not permitted. The Union shall reimburse the District for any materials consumed while using District equipment.

### 2.7 Defining At-Will Classifications

The following classifications within the bargaining unit shall be held "at-will." This means that the District has the right to discipline and/or terminate employees in these classifications with or without advance notice and without any opportunity to appeal the disciplinary action,

notwithstanding any provision of the District's Personnel Policies, Procedures & Regulations Manual. Classifications that are "at-will" are set forth below:

- Vector Ecologist
- Environmental Biologist
- Lead Supervisor
- Field Supervisor
- IT/GIS Analyst
- Public Information Officer

All classifications within the bargaining unit that are not identified as "at-will", as set forth above, are non at-will positions and non-probationary employees holding those classifications are subject to discipline only for just cause.

## 2.8 Exempt Classifications

The following classifications within the bargaining unit are considered "exempt" classifications. Employees in the following classifications shall be paid on a salary basis and are exempt from overtime compensation:

Supervisory/Exempt Unit

- Vector Ecologist
- Environmental Biologist
- Lead Supervisor
- Field Supervisor
- IT/GIS Analyst
- Public Information Officer

The following classifications within the bargaining unit are considered "non-exempt" classifications. Employees in the following classifications are not exempt from overtime compensation:

Clerical Unit/Non-Exempt Unit

- Accounting Technician I
- Accounting Technician II
- Administrative Technician

Professional/ Non-Exempt Unit

- Biologist
- Community Liaison
- Network Support Specialist
- Public Outreach Coordinator

## **ARTICLE 3: REPRESENTATION**

### **3.1 Stewards**

It is agreed that, as long as there is no disruption of work, one steward shall be assigned to each bargaining unit and the Union shall be allowed eighty (80) hours of cumulative leave release time per calendar year that shall be pooled and used by any designated Union steward for steward training, to act in representing a unit employee or employees on grievances, or to address matters requiring representation before District representatives. The Union shall distribute the eighty (80) hours of pooled release time among the stewards at its discretion. In January, the Union shall designate in writing to the District the names of the Union stewards and shall notify the District of changes in designated representatives. Only one (1) steward shall be entitled to release time under this Section for anyone (1) grievance or group of related grievances.

### **3.2 Handling Grievances**

The parties understand and agree that the handling of grievances will not unreasonably interfere with the work duties of the steward, the employee grievant or other bargaining unit employees. Accordingly, the steward will first attempt to perform necessary grievance responsibilities on non-work time. Release time is subject to the legitimate scheduling needs of the department. A steward who is released by a supervisor to investigate a grievance or to meet with a District representative shall promptly return to their assigned duties.

A steward shall notify and receive prior approval of their immediate supervisor before leaving their work site. The immediate supervisor will authorize the steward to leave their work unless the immediate needs of the District as determined by the supervisor require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably expect to be released from their work assignment.

When a steward desires to contact an employee at their work location, the steward shall first contact the immediate supervisor of that employee, advise the supervisor of the nature of the business, and obtain permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless the needs of the District, as determined by the supervisor, require the employee's presence at their work site in which case the supervisor will notify the steward when they can reasonably expect to contact the employee.

### **3.3 Union Representative**

An authorized representative of the Union who is not a District employee shall be permitted reasonable access to work locations for the purposes of assisting represented employees in processing grievances and observing working conditions. This right shall be exercised by following standard visitor protocol by signing-in and signing-out at the front desk, and the exercise of this right shall not interfere with District work and operations. The Union shall provide and maintain with the District a written list of authorized representatives who may be granted work site access pursuant to this Section 3.3. An

authorized Union representative shall request access to work sites from the designated District representative(s) a reasonable amount of time before visiting the work site.

### 3.4 Meet and Confer Representatives

Union representatives, in a number agreed to by the Union and Management, who are District employees, shall be allowed a reasonable amount of time off without loss of pay for formal meet and confer meetings with Management. It is agreed and understood by the parties that Union and Management shall be subject to and abide by the meet and confer obligations set forth under the Meyers-Milias-Brown Act, Government Code section 3505.

### 3.5 Self-Representation

Nothing contained in this Agreement shall be constructed to discriminate against any individual who chooses to exercise their right to self-representation under Government Code section 3502 or to limit or to abridge that right. An employee who chooses to represent themselves in consulting with Management concerning a term or condition of employment shall first request release time from their immediate supervisor. Release time for self-representation shall be granted subject to applicable provisions of this Article 3.

### 3.6 Employee Orientation — AB 119

In accordance with AB 119, the District shall provide Union representatives' access to new employees during their employee orientations. An employee orientation shall be defined as the onboarding process, whether in person, online or through other means, during which new employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

## **ARTICLE 4: PERSONNEL PRACTICES**

### 4.1 Promotions, Transfers and Vacancies

#### 4.1.1 Definitions.

Transfer: A "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 Grievance Procedure and Performance Evaluation Article of this Agreement.

Location Transfer: A "location transfer" shall consist of a change in work location of a bargaining unit member within the same classification, same number of work hours, and same pay, within the District. A location transfer does not encompass the process of assignment or reassignment of responsibilities within the department or present work

location. A location transfer may be initiated by an employee ("Employee Requested") or by the District ("Administrative").

Promotion: A "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.

#### 4.2 Vacancy Announcements.

A vacancy is defined as a new or existing bargaining unit position, which the District determines to fill.

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 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.

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.

#### 4.3 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:

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

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.

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. 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.

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.

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.

4.3.1 Promotional Probationary Period: Upon the effective date of promotion, employees shall serve a promotional probationary period of six (6) months. The General Manager reserves the right to extend a promotional probationary period of three (3) months. For the purpose of this Article, "workdays" shall include paid holidays and/or floating holidays taken by an employee during the promotional probation period. An employee who is rejected or deemed to be unsatisfactory during or upon the completion of their evaluation shall be reinstated to the position held immediately prior to promotion or assigned to a position in the classification held immediately prior to promotion or assigned to a position in a lower classification for which the employee qualifies.

4.3.2 Pay Scale: An employee who is promoted to a position which has a maximum pay rate which is higher than the maximum pay rate for the employee's current position, will be placed at either the minimum rate for the new classification or at a rate which is at least 5% higher than the employee's current pay rate, whichever is greater and shall not exceed the top step. If an employee is promoted within six weeks (42 calendar days) prior to the employee's performance review date for the employee's current classification and is eligible for a merit increase, the employee's current supervisor will complete a performance review and make a recommendation regarding the merit increase.

#### 4.4 Personnel Files

4.4.1 Files: The personnel file of each employee shall be maintained by the District's Human Resources Department.

4.4.2 Review: An employee and/or a Union representative/steward authorized in writing by the unit member to review the unit member's personnel file may review and/or obtain copies of any material from the employee's personnel file with the exception of material that includes letters of reference, ratings, reports or records which were obtained prior to the employment

of the employee involved. Any employee or authorized Union representative/steward must provide at least two (2) working days' notice to the District's Human Resources Department of any request to inspect a personnel file. In addition, inspection of personnel files must be conducted at reasonable intervals and during regular business hours of the District.

4.4.3 Notification: An employee shall be provided with copies of any disciplinary written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and review the material. Any written response prepared by the unit member shall be attached to the material and placed in the personnel file.

#### 4.5 Seniority

Employment in the District service on a continuous basis in a regular or probationary full-time status excluding unauthorized leaves of absence and employment in extra help, part-time, and temporary/seasonal positions.

#### 4.6 Probationary Period and Regular Status

4.6.1 Probationary Period: Upon initial employment, employees shall serve a probationary period of 130 workdays. The General Manager reserves the right to extend an initial probationary employment for no more than an additional 130 workdays. For purposes of this Article 4, "workdays" shall include any paid holidays and/or floating holidays taken by a probationary employee within the probationary period. The probationary period is automatically extended by the length of any authorized leave(s) of absence of one continuous work week or more. During the probationary period, an employee serves at the discretion of the District and may be discharged for any reason without notice, recourse or appeal.

4.6.2 Regular Status: In order to achieve regular status, an employee must successfully complete the probationary period and receive a satisfactory performance evaluation by their supervisor. A regular employee is subject to discipline and discharge as set forth in this Memorandum, or the District's Personnel Policies, Procedures and Regulations Manual.

#### 4.7 Layoff and Recall

Employees may be subject to being laid off by the General Manager with approval of the Board of Trustees due to changes in duties, organization, abolition of position, shortage of work or funds or completion of work or other reasons. In cases involving regular full-time employees only, notice of reduction in force shall be given to affected employees at least thirty (30) calendar days prior to the effective date of termination. The District shall meet and confer with the Union over the impact and implementation.

Seniority shall determine the order of layoffs, beginning with the least senior employee in the impacted class.

Should such separated employees be rehired, the employee's years of service will be reinstated along with all rights reserved, such as seniority.

#### 4.8 Payment of Accrued Benefits

At time of separation due to layoffs and/or recall, payment for all accrued vacation, sick leave, and compensatory time shall be paid to an employee in accordance with the governing laws and in accordance with the provisions of the personnel and policy manual.

#### 4.9 Contracting Out

Should the District contract out or subcontract work in a manner that results in the layoff or reduction of employees, the District shall meet and confer with the Union over the impact and implementation.

#### 4.10 Temporary Employees

The District shall not utilize a temporary employee for more than six (6) months or 890 hours, whichever is exhausted first during a single fiscal year.

#### 4.11 Classification and Compensation Study

In the case of a classification and compensation study which results in a reclassification of an employee's job class, the District shall meet and confer with the Union over the impact and implementation.

#### 4.12 Reclassification

4.12.1 Employees may be reclassified for public health/business needs at the discretion of the District, provided that such action shall not be taken for punitive or preferential reasons.

4.12.2 Individual requests for reclassification shall be subject to involvement between the District and Teamsters Local 911. A Teamsters shop steward shall participate in the process. Subject to any limitations set forth in this section, Either party, or an individual employee, may propose a reclassification at any time during the life of this Agreement of any position.

4.12.3 When a position or class of positions is reclassified upward, the position or positions shall be placed on the salary schedule in a range which will result in at least a one (1) range increase above the salary of the existing position or positions where there will be an increase in salary.

## **ARTICLE 5: HOURS AND OVERTIME**

### **4.8 Work Schedule**

Work schedule is defined as the number of hours per day and specified days in a pay period. The District currently has in place a schedule which consists of two (2) consecutive days off: five (5) days, eight (8) hours per day. The District will notify the Union of any significant changes to employees' work schedules and/or hours of work ten (10) days prior to such a change.

### **4.9 Overtime**

4.9.1 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)).

4.9.2 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.

4.9.3 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.

4.9.4 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.

4.9.5 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.

#### 4.10 Lunch Periods

All employees working a regular workweek shall be entitled to an unpaid lunch period of not less than thirty (30) minutes or more than sixty (60) minutes. Lunch periods shall be scheduled with the approval of the immediate supervisor.

#### 4.11 Rest Periods

One (1) fifteen (15) minute rest break with pay shall be provided to employees for each ½ day of service. Rest periods and lunch periods may not be aggregated and used to extend the lunch period or shorten the workday.

#### 4.12 Personal Clean Up

If appropriate for the nature of the work performed, ten (10) minutes at the beginning and end of each shift shall be available for employees to clean up and change clothes.

#### 4.13 Lactation

The District shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with the rest time authorized for the employee shall be unpaid. The District shall make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this section.

### **ARTICLE 6: PAY RATES AND PRACTICES**

#### 6.1 Pay Period, Work Week and Pay Day

Pay period shall be every two (2) weeks. The work week shall begin Sunday at 12:01 a.m. and end Saturday at 12:00 midnight. Each employee will be paid regularly and the District shall make every reasonable effort to distribute paychecks on Friday following the close of the pay period. In the event a holiday falls on Friday, payday will be on Thursday. In the event a holiday falls on Thursday and there will be closure on the following Friday, payday will be Wednesday.

#### 6.2 Retirement

Each eligible employee of the District shall participate with the District in a retirement plan under the California Public Employees' Retirement System (CalPERS) and be subject to such terms and conditions as the District may contract with that system.

Employees hired before January 1, 2013, will be defined as "Classic" and pay 7.0% of the employee's CalPERS member contribution

Employees hired after January 1, 2013, and defined as "new members" under the Public Employee's Pension Reform Act of 2013 (PEPRA), Government Code section 7522, et. seq., will receive the 2% @ 62 formula and will pay one-half (½) of their total normal cost rate as determined by CalPERS.

All CalPERS member contributions shall be deducted on a pre-tax basis. Said contribution shall not be considered special compensation for calculation of the employee's retirement benefits.

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.

### 6.3 Salary Schedule

6.3.1 Employees in the listed classes will be compensated in accordance with the salary schedule set forth in **Appendix B**. New hires typically will be assigned to Step 1 of the salary range. However, the District reserves the right to start new hires at up to Step 3 when, in the opinion of the General Manager, experience or other factors warrant such consideration.

6.3.2 Except as otherwise provided herein, employees who are not at the top step (Step 6) in the salary range set forth for their class will be eligible for additional step increases on their anniversary dates based on satisfactory performance (3.0 or above).

6.3.3 The District's monthly salary table shall reflect salary ranges and steps for regular full-time employees and be maintained to provide a five percent (5%) separation between six (6) steps. A copy of the District's salary table is attached as **Appendix B** to this Agreement and incorporated herein.

### 6.3.4 Base Salary Adjustments

Beginning July 1, 2024, the District shall increase the bargaining unit salary schedule by 10.0% in order to adjust bargaining unit salaries in accordance with the historic increase in the cost-of-living following the COVID-19 Pandemic. The 2024-2025 salary schedule is attached hereto and incorporated herein by this reference as **Appendix B**.

Due to the dynamic circumstances created by the COVID-19 Pandemic requiring all bargaining unit employees to accommodate for disruptions in our labor force and to maintain in-person work to protect the community, the District shall also provide a one-time, off-schedule bonus payment in a separate pay warrant to all bargaining unit members equivalent to 1.5% of each employee's annual base pay, not inclusive of overtime as of July 1, 2024 (including the 10% salary increase stated above). The District shall provide this one-time, off-schedule payment to all bargaining unit members employed as of the day of the ratification of this Agreement. Employees who retired at any time after July 1, 2024,

prior to the ratification of this Agreement shall be eligible for the July 1, 2024, on-going, on-schedule salary increases retroactively, which shall be reported to CalPERS, as well as the one-time, off schedule bonus payment based on the number of working days completed in the retirees' annual work year prior to retirement. However, employees who were terminated or resigned from the District prior to the ratification date of this Agreement shall not be eligible for either any retroactive salary schedule increases contemplated herein nor the one-time off-schedule bonus payment.

Beginning July 1, 2025, the District shall increase the bargaining unit salary schedule by 3.0%. The 2025-2026 salary schedule is attached hereto and incorporated herein by this reference as **Appendix B**.

Beginning July 1, 2026, the District shall increase the bargaining unit salary schedule by 2.0%. The 2026-2027 salary schedule is attached hereto and incorporated herein by this reference as **Appendix B**. Union and the District agree to an automatic economic reopener for up to 3% COLA on July 1, 2026, in the event that the Consumer Price Index for Urban Wage Earners (CPI-W) for Riverside/San Bernardino Counties is more than 2% in the previous six months prior to July 1, 2026 as determined by the U.S. Bureau of Labor Statistics.

#### 6.4 Equity Provision

For purposes of this 2024-2027 Memorandum of Understanding only, the base salary adjustments shall be the same as is agreed between the District and the other collective bargaining group.

#### 6.5 Bilingual/Biliterate Stipend

**Bilingual:** The District shall provide a Bilingual Stipend of \$50 per bi-weekly pay period to members of the bargaining unit where second language bilingual skills are needed as determined by the District. In order for a member of the bargaining units to be eligible for the \$50 bi-weekly biliterate stipend, the employee must pass a verbal language proficiency exam administered by the District.

**Biliterate:** The District shall provide a Biliterate Stipend of \$80 per bi-weekly pay period to members of the Supervisory Unit where second language bilingual skills are needed as determined by the District. In order for a Supervisory Employee to be eligible for the \$80 bi-weekly biliterate stipend, the employee must pass a verbal language proficiency exam administered by the District.

#### 6.6 Call-Back Pay

6.6.1 Eligibility: Non-exempt employees within the bargaining units represented by the Union shall receive call-back pay whenever they are unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employees following termination of their normal work shift and their departure from their headquarters.

6.6.2 Minimum Pay: Call-back pay shall be a minimum of three (3) hours of pay at the overtime rate. If more than one call-back occurs within the original three (3) hour minimum call-back, this will be considered one occurrence. If a call-back issue can be resolved by the

employee without leaving their residence, that employee shall receive a minimum of one (1) hour's pay at the overtime rate.

6.6.3 Additional Overtime: Hours worked after the minimum call-back overtime pay period shall continue to be paid at the employee's overtime rate until the start of their regularly scheduled shift.

6.6.4 Travel Time: For purposes of overtime computation for call-back pay, travel time from the employee's residence to their reporting station and return shall be included in the minimum overtime pay period except that if the employee is required to remain on duty until the start of their regularly scheduled shift, return travel time to the employee's residence will not be paid. Overtime pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than three (3) hours, the employee total pay shall be three (3) hours. If the combined travel time and work time is more than three (3) hours the employee shall be paid the total of the actual work and travel time.

## 6.7 Working Out of Classification

6.7.1 Temporary Assignment: 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 on 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.

6.7.2 Assignments: Working out of classification assignments shall normally be used for vacation or leave replacements and during the recruitment and selection process for vacant positions. The District will make a reasonable effort to consult with an employee prior to assigning out of class work. However, the determination of out of classification assignments is solely within the discretion of the District.

## 6.8 Merit Pay

6.8.1 Probationary employees (new hires and promotions) will be considered for a merit increase twelve (12) months after the employee passes the applicable probationary period and in twelve (12) month intervals thereafter. Regular employees will receive a performance evaluation and consideration for a merit increase once a year following their first annual review.

6.8.2 Late Reviews: Performance reviews are due within two (2) weeks after the end of the review period, but not later than forty-five (45) days after the due date. If the performance review is not completed within the forty-five (45) day period, the employee may contact the General Manager.

## 6.9 Special Merit Pay

Any employee who has reached the top step of their salary range shall, in succeeding years, be eligible for a one-time lump sum annual payment with a recommendation and concurrence from the General Manager. Such payment shall not be included in base pay.

6.9.1 1.5% Bonus Pay: An amount equal to 1.5% of the employee's base salary if the employee achieves an overall evaluation rating between 3.0 and 3.5 on their evaluation.

6.9.2 2.5% Bonus Pay: An amount equal to 2.5% of the employee's base salary if the employee achieves an overall evaluation rating of 3.6 or greater on their evaluation.

6.9.3 Bonus Terms: Said lump sum payments shall not be cumulative, shall be mutually exclusive, and no employee shall receive both payments in the same year. The fact that an employee has received either of the payments described herein in a given year shall have no effect on the employee's entitlement to payment in any subsequent year.

## 6.10 Deferred Compensation

During the term of this Agreement, the District agrees to contribute to the District's Deferred Compensation Program at 3.825%.

## 6.11 Uniforms

Work uniforms shall be furnished by the District to designated employees.

## 6.12 Severance

Any Supervisory unit employee terminated without cause shall be paid as severance a sum equal to two (2) weeks' pay at the employee's final rate of pay for each year of employment with the District up to a maximum of three (3) months' pay, conditional upon the employee executing a comprehensive release of all claims.

## 6.13 Longevity Pay

In recognition of extended service to the District, employees shall become eligible for "Longevity Pay" as per the Longevity Schedule below. An employee's eligibility for Longevity Pay shall become effective on the anniversary date of the employee's regular full-time duty in the employee's 10th year of service with the District. Qualifying employees shall receive increased Longevity Pay pursuant to the schedule set forth as follows:

Years of Service	Annual Rate
10-14	\$600
15-19	\$1100
20-24	\$1600
25-29	\$2600
30+	\$3600

#### 6.14 Nighttime Spraying

Night (i.e., spraying done before the start of the normal workday, or in the evening after the workday) spraying may be by assignment. The District will endeavor to use employees on a voluntary basis where possible. Nighttime spraying pay will be for a minimum of one and one-half (1½) hours and will be paid at the appropriate rate. Unless the District provides notice by 1:00 pm the day of 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 one and one-half (1½) hours.

### **ARTICLE 7: BENEFIT PROGRAMS**

#### 7.1 Health Insurance

##### 7.1.1 Employee Health Insurance:

The District contracts with the Public Employee's Retirement System for medical insurance coverage of eligible employees and retirees. Eligible new hires are covered under the program on the first day of the month following a 30-day waiting period that begins on the hire date. The District contributes the CalPERS statutory minimum on behalf of each employee in the program.

The District will provide current employees with flexible benefits through a cafeteria plan as provided below.

Except as set forth herein, effective January 1, 2024, upon an employee's satisfactory completion of the thirty (30) day period of employment, the District will contribute to the employee's cafeteria plan (medical, dental, vision, and life insurance) the following amounts per month based upon the employee's designation of the Single, Employee + 1 or Family health insurance. The contribution amounts are based upon, and are equal to, the applicable cost of providing health benefits based upon, the average increase of all health plans offered through CalPERS that are listed on CalPERS' 1/1/2024 — 12/31/2024 "Monthly Premiums for Contracting Agencies —Other Southern California Region."

Effective January 1, 2024, employees shall receive a one-time increase to each tier of the Cafeteria Plan as follows:

Single Contribution: The District will contribute the amount of \$954.13 to the Cafeteria Plan.

Employee +1 Contribution: The District will contribute the amount of \$1,896.04 to the Cafeteria Plan.

Family Contribution: The District will contribute the amount of \$2,482.57 to the Cafeteria Plan.

Effective, January 1, 2025, January 1, 2026, and January 1, 2027, the District shall adjust its health insurance contributions during the term of this Agreement 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 fifteen percent (15%) increase over the life of the Agreement. Adjustment to health insurance contributions shall become effective as of January 1<sup>st</sup> 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.

At a minimum, all employees must elect 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 or parent. 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 benefits provided for the Single Contribution level.

During the term of this Agreement, should the District agree with any other group of represented employees to provide a contribution amount that is more than the contribution amount provided to employees covered by this Agreement in any fiscal year, employees covered by this Agreement shall be entitled to the identical contribution amount.

#### 7.1.2 Equity Provision

For purposes of this 2024-2027 Memorandum of Understanding only, the Cafeteria Plan shall be the same as is agreed between the District and the other collective bargaining group.

#### 7.1.3 Retiree Health Insurance

The District will provide the following retiree health insurance benefits for bargaining unit employees: The District has adopted the minimum CalPERS vesting schedule for bargaining unit employees with benefits calculated at the minimum required by CalPERS. 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 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

## 7.2 Life Insurance

The District shall provide life insurance coverage of \$100,000 for employees as part of the cafeteria plan.

## 7.3 Meal and Travel

Meal and Travel reimbursement shall be pursuant to the District Policy.

## 7.4 Compensation for Time for Medical Treatment for Job-Related Injury/Illness

The employee will turn over to the District any Worker's Compensation disability income benefits paid. If the period of disability exceeds thirty (30) calendar days, the employee may use such accumulated CTO, sick leave or vacation time as may be available. The authorized mileage reimbursement will be paid for travel to and from the District's physician if the employee uses their personal automobile. This benefit will not be paid if compensable by worker's compensation. The District will continue the full salary of an employee injured on the job for thirty (30) calendar days.

## 7.5 Long Term Disability

The District shall continue the current Long Term Disability plan for the duration of the Agreement.

## 7.6 Tuition Reimbursement

Tuition Reimbursement shall be pursuant to the District Policy.

## 7.7 Automatic Payroll Deposit

The District will maintain an automatic payroll deposit at banking institutions compatible with the District's financial system.

## **ARTICLE 8: HOLIDAYS**

### 8.1 Authorized Holidays

Except as otherwise provided, employees shall have the below listed holidays with pay.

An employee must be in a paid status with the District on the day immediately preceding the holiday and the day immediately following the holiday in order to receive holiday pay.

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Cesar Chavez Day  
Good Friday (½ day off)  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Day  
Floating Option

If a holiday falls on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, the holiday shall be observed on the Friday before the holiday.

### 8.2 Winter Break

Full-time regular employees shall also be entitled to one floating holiday to be used during the Winter Break as specified below, 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.

Beginning in the 2024-25 fiscal year, all bargaining unit employees shall be afforded a paid weeklong Winter Break during the term of this Agreement; thereafter, any further Winter Break is subject to negotiations by the District and the Union. The Winter Break beginning during the term of the Agreement shall be as follows:

The first day of the Winter Break shall start on a weekday.

Winter Break shall be inclusive of two weekends.

Regardless of the day of the week on which December 25<sup>th</sup> or January 1<sup>st</sup> may fall in any given year, there shall be eight (8) weekdays, including Christmas and New Year's Day (including where these holidays fall on a weekend, but are observed on a workday) included in the Winter Break.

Of these eight (8) weekdays, five (5) shall be paid holidays, and three (3) shall be paid through each individual employee's use of either (1) the annual floating holiday specified above in section 8.1; (2) a vacation day; (3) compensatory time off (CTO); or (4) an unpaid non-workday leave, at the employee's sole discretion.

Work assigned during the Winter Break shall only be assigned through the explicit authorization of the General Manager or designee. Only those employees providing services which are essential and necessary to the basic operations of the District shall be requested to work during the Winter Break. If the General Manager/Designee determines that essential work during the Winter Break is needed, first volunteers will be sought, and then assigned to with highest seniority in the classification first. When the number of volunteers is insufficient as determined in the General Manager or designee's sole discretion, assignments will be made based on reverse seniority (the employees with the lowest seniority in the classification being first assigned). If an employee is directed to work on any of the days of the Winter Break, they shall be compensated in accordance with section 8.4 below.

New and probationary employees shall be allowed to use the floating holiday and/or accrued vacation days to remain in paid status during Winter Break. If an employee does not have a floating holiday or vacation days remaining, nor any CTO, the employee may borrow no more than three (3) days each year from future vacation accumulation. In the event the employee leaves the District prior to earning the vacations days, such deficit shall be paid for through the employee's final pay warrant.

For the 2024-2027 Memorandum of Understanding, the Winter Break shall be as follows:

#### **8.2.1 2024-25 WINTER BREAK SCHEDULE**

Monday, December 23rd - Employee Choice of Leave

Tuesday, December 24th - Christmas Eve Holiday

Wednesday, December 25th - Christmas Holiday

Thursday, December 26th - Holiday (President's Luncheon if awarded by Board).

Friday, December 27th - Holiday (In exchange for Columbus Day Holiday)

Monday, December 30th - Employee Choice of Leave

Tuesday - December 31st - Employee Choice of Leave

Wednesday, January 1st - New Year's Day Holiday

Thursday, January 2nd - Return to Work

### 8.2.2 2025-26 WINTER BREAK SCHEDULE

Wednesday, December 24th – Christmas Eve Holiday  
Thursday, December 25th – Christmas Holiday  
Friday, December 26th - Holiday (President's Luncheon if awarded by Board).  
Monday, December 29th - Holiday (In exchange for Columbus Day Holiday)  
Tuesday, December 30th - Employee Choice of Leave  
Wednesday - December 31st - Employee Choice of Leave  
Thursday, January 1st - New Year's Day Holiday  
Friday, January 2nd – Employee Choice of Leave  
Monday, January 5th - Return to work

### 8.2.3 2026-27 WINTER BREAK SCHEUDLE

Wednesday, December 23rd – Employee Choice of Leave  
Thursday, December 24th – Christmas Eve Holiday  
Friday, December 25th - Christmas Day Holiday  
Monday, December 28th - Holiday (President's Luncheon if awarded by Board).  
Tuesday, December 29th - Holiday (In exchange for Columbus Day Holiday)  
Wednesday, December 30th - Employee Choice of Leave  
Thursday, December 31st - Employee Choice of Leave  
Friday, January 1st - New Year's Day Holiday  
Monday, January 4th - Return to work

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.

### 8.3 Pay for Authorized Holidays

Non-exempt employees shall be paid eight (8) hours at their regular straight time base rate of pay for all authorized holidays as defined in Section 8.1 of this Agreement.

### 8.4 Work on Authorized Holidays

Non-exempt employees required to work on an authorized holiday shall be paid one and one-half (1½) times the regular rate of pay for such work in addition to their regular holiday pay. In lieu of cash payment, an employee required to work on an authorized holiday, may elect to receive compensatory time for such time worked in accordance with Section 5.2.3 of this Agreement.

### 8.5 Holiday During Vacation

In the event that any of the authorized holidays specified in Section 8.1 of this Agreement occur while an employee is on vacation, the holiday shall not be charged to vacation.

## **ARTICLE 9: VACATION**

### **9.1 Accrual**

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:

Years of Service	Accrual Per Year	Max. Accum. Limit
0-3 years	10 days	50 days (400 hours)
4-7 years	15 days	50 days (400 hours)
8-10 years	20 days	50 days (400 hours)
10+ years	22 days	50 days (400 hours)

9.1.1 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.

9.1.2 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.

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

9.1.4 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.

9.1.5 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.

#### 9.2 Continuous Service:

Service shall be deemed to be continuous if an employee's paid status with the District has not been interrupted for a period in excess of thirty (30) days.

#### 9.3 Pay for Vacation

Pay for vacation leave shall be at the regular straight time base rate of pay currently paid to the employee at the time the vacation is taken.

#### 9.4 Maximum Accrual and Cash Out

No employee shall accrue more than the amount earned in two (2) years of vacation time at the employee accrual rate. 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.

### **ARTICLE 10: LEAVE PROVISIONS**

#### 10.1 Sick Leave

10.1.1 Accrual: Sick leave is earned at the rate of one (1) working day for each full calendar month of service.

10.1.2 Usage: Except as otherwise provided in this Article 10, earned sick leave credit may be used by the employee in increments of fifteen (15) minutes or more for personal sickness, disability, medical or dental treatment, illness or injury of an employee or a member of the employee's immediate family.

Exempt employees shall not be docked for partial day absences if the employee worked at least one (1) hour on the day of absence.

10.1.3 Verification of Illness or Injury: Upon reasonable belief of abuse of sick leave, and upon request by the District, an employee may be required to present a certificate signed by a healthcare professional.

If requested by the District, the employee shall not return to work until a medical doctor's authorization is submitted.

10.1.4 Accrual Limit: Sick leave shall be accrued without limit. Upon retirement an employee may convert accrued sick leave to CalPERS service credit. There shall be no pay out of sick leave on retirement.

10.1.5 Cash Out: At termination, separation, or resignation of employment, the employee shall cash out up to 480 hours at 50%, if the employee has three (3) years of service.

## 10.2 Bereavement Leave

Employees shall be granted paid leave for the death of an immediate family member, as that term is defined in Section 10.3 of this Agreement, pursuant to the terms set forth below: An employee shall be granted three (3) days if he/she is traveling less than two hundred (200) miles one way. An employee shall be granted four (4) days if he/she is traveling two hundred (200) miles to four hundred ninety-nine (499) miles one way. An employee shall be granted five (5) days if he/she is traveling more than five hundred (500) miles one way.

## 10.3 Immediate Family

For purposes of Section 10.2 of this Agreement, "immediate family" shall be defined as an employee's parents, legal guardian, child or stepchild, spouse, grandparents, grandchild, brothers or stepbrothers, sisters or stepsisters, aunt, uncle, brother-in-law, sister-in-law, mother-in-law, father-in-law, registered domestic partner, or any relative living in the immediate household.

## 10.4 Leave for Pregnancy Disability

10.4.1 Pregnancy Leave of Absence: Employees are entitled to a maximum of four (4) months leave for disabilities because of pregnancy, childbirth, and related conditions. The date on which an employee may resume duties shall be determined by the employee's physician. The employee shall be returned to the same or comparable position.

10.4.2 Sick Leave Usage: Employees are entitled to use sick leave for disability caused by pregnancy childbirth and related conditions on the same terms and conditions governing leave of absence for other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee's physician.

## 10.5 Family and Medical Leave/California Family Rights

Employees shall be afforded unpaid leave as provided under the US Family and Medical Leave Act (FMLA) and the California Family Rights Act.

## 10.6 Jury Duty and Witness Leave

10.6.1 Paid Leave: Employees will be provided with paid leave for regularly called jury duty and to appear as a witness in court, other than as litigant.

10.6.2 Partial Days: When an employee returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as

time worked for purposes of shift completion and overtime computation. In determining whether an employee shall return to their regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

## **ARTICLE 11: SAFETY**

### **11.1 Safety Committee**

The Teamsters representative bargaining unit will be allowed two (2) seats on the Safety Committee.

### **11.2 Safety Clothing and Equipment**

11.2.1 Definition: Consistent with existing practices, the District shall provide employees with appropriate safety clothing, tools, devices and other articles to perform their assignments. All employees shall use and wear all safety equipment and clothing provided and shall be responsible for the reasonable care and proper use of all items furnished.

11.2.2 Field Boots: District shall provide, with approval of the employee's immediate supervisor, based on normal wear and tear, for an open purchase order for eligible employees to purchase waterproof field boots up to a maximum amount set by the District policy, but no less than \$200.00.

### **11.3 Compliance with Safety Rules**

Each employee covered by this Agreement shall comply with all safety rules and regulations in effect and any subsequent rules and regulations which may be adopted. Employees further agree they will report all work-related accidents, injuries and safety hazards to the appropriate Management official immediately.

## **ARTICLE 12: MISCELLANEOUS PROVISIONS**

### **12.1 Lunchrooms**

The District agrees to continue to provide lunchroom facilities.

### **12.2 Employee Relations Meetings**

To foster labor-management communication and cooperation, the District and the Union agree that their designated representatives will meet at least twice during the year to discuss employee relations issues pertaining to the specific language of this Agreement and/or administrative rules and regulations affecting terms and conditions of employment. The parties expressly understand these meetings are not meet and confer sessions and do not constitute an agreement to reopen any provision of this Agreement for negotiations.

### 12.3 Employee Assistance Program

The parties agree to the implementation of an Employee Assistance Program (EAP). All employees are encouraged to seek voluntary assistance through the EAP. All self-referral contacts are held in confidence by the EAP. Management will consult with the Union prior to initiating a mandatory referral of a bargaining unit member to the EAP. Participation in the EAP will not preclude the use of normal disciplinary procedures for unsatisfactory job performance or for violation of any District policy.

## **ARTICLE 13: GRIEVANCE PROCEDURE**

### 13.1 Definitions

Grievance: A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum.

Grievant: A "grievant" is any employee of the bargaining unit adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union. Unless the Union is grieving Article 2 of this Agreement, the Union shall identify a bargaining unit member or members for each grievance filed.

Business Day: A "day" is any day in which the District is open for business.

Immediate Supervisor: The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

### 13.2 General Provisions

13.2.1 Grievance Settlement: Every effort will be made by the parties to settle grievances at the lowest possible level.

13.2.2 Documents: All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

13.2.3 Reprisals: No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.

13.2.4 Appeal: If the District fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the specific incident again. The time limits specified at each level should be considered maximums, and every effort should be made to expedite

the process. The time limits for a specific grievance, however, may be extended by mutual written agreement.

13.2.5 Scheduling: Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants.

13.2.6 Representation: Either the District or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.

13.2.7 Resolution: Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Union, as long as the adjustment is reached prior to advisory arbitration and is not inconsistent with the terms of this Memorandum; provided the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Union.

13.2.8 Consolidation: The District and Union may agree to consolidate grievances at Level III and beyond.

### 13.3 Informal Resolution

Employees who believe they have a grievance shall present the grievance orally to their immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within five (5) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved unit member and the immediate supervisor.

### 13.4 Level I -- Formal Written Grievance

13.4.1 Requirements: An employee who believes they have a grievance shall present the grievance in writing to their Department Head within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The written information shall include:

- a) A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;
- b) A listing of the provisions of this Memorandum which are alleged to have been violated; and
- c) A listing of specific actions requested by the grievant of the District which will remedy the grievance.

13.4.2 Decision: The Department Head shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the Department Head does not respond within the time limits, the grievant may appeal to the next level.

13.4.3 Personal Conference: Within the above time limits either party may request a personal conference.

### 13.5 Level II -- Appeal to General Manager

13.5.1 Procedure: If the grievant is not satisfied with the decision at Level I, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision to the General Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

13.5.2 Decision: The General Manager shall communicate the decision to the grievant within ten (10) days. If the department head does not respond within the time limits provided, the grievant may appeal to the next level.

13.5.3 Personal Conference: Within the above time limits either party may request a personal conference.

### 13.6 Level III -- Arbitration

13.6.1 Procedure: If the grievant is not satisfied with the decision at Level II, the grievant may within five (5) days of the receipt of the decision submit a request in writing to the Union for arbitration of the dispute. Within fifteen (15) days of the grievant's receipt of the decision at Level IV, the Union shall inform the District of its intent as to whether or not the grievance will be arbitrated. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public agency employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

13.6.2 Request for Arbitrator: If either the District or the Union requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue or arbitrability has been decided. The process to be used in selecting an arbitrator shall be as set forth in Section 13.6.1 of this Agreement.

13.6.3 Decision of Arbitrator: The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers at each step.

13.6.4 Non-Binding Arbitration: The District and the Union agree the jurisdiction and District of the arbitrator selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Memorandum at issue between parties. The arbitrator shall have no Authority to add to, subtract from, alter, amend, or modify any provisions of this Memorandum or impose any limitations or obligations not specifically provided for under the terms of this Memorandum. The arbitrator shall be without power or Authority to make any decision that requires the District to do an act prohibited by law. The General Manager shall determine whether to adopt, reject, or modify the arbitrator's decision.

13.6.5 Arbitration Hearing: After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the recommended findings and award.

13.6.6 Fees and Expense: The fees and expenses of the arbitrator and a court reporter shall be shared equally by the District and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

## **ARTICLE 14: PERFORMANCE EVALUATION**

### 14.1 General

The District and the Union have agreed to an evaluation format which includes standards and procedures for employee evaluation.

14.1.1 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.

14.1.2 Nothing in this Article 14 shall preclude the District from observing or otherwise reprimanding employees for cause because of unsatisfactory work.

### 14.2 Evaluation Schedule

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

14.2.2 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 14.3 below, the increase shall become effective as though given on the anniversary date notwithstanding the actual date of the evaluation.

#### 14.3 Procedure

14.3.1 The employee's evaluator shall prepare the evaluation in the required evaluation format.

14.3.2 The evaluator shall discuss the evaluation with the employee.

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

14.3.4 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.

#### 14.4 Recommendation for Improvement

14.4.1 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.

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

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

14.4.4 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.

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

14.4.6 The procedures set forth in Section 14.3 - Procedure, above, and Section 14.5 - Appeal Rights, below, shall be used for any follow-up evaluation(s).

#### 14.5 Appeal Rights

14.5.1 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 14.

14.5.2 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 15: EFFECT ON EXISTING PRACTICES**

### **15.1 Effect of Agreement**

This Memorandum shall prevail over any conflicting language in the Personnel Policies, Procedures & Regulations Manual. In all other cases the existing rules, regulations, resolutions, and provisions of the Personnel Policies, Procedures & Regulations Manual shall apply.

Existing practices, benefits, rules and regulations and/or provisions of the General Manager's Administrative Policies, or the Personnel Policies, Procedures & Regulations Manual which are not referenced in this Memorandum, and which are subject to the meet and confer process shall continue without change unless the Union has been provided notice and opportunity to meet and confer over the proposed changes.

## **ARTICLE 16: NONDISCRIMINATION**

### **16.1 Race and Gender**

The District and the Union agree that there shall be no discrimination against any employee in regard to any of the terms and conditions of employment on account of that employee's race, color, religion, national origin, political beliefs or affiliations, age, physical disability, gender, ancestry, sexual orientation, mental disability, or medical condition of cancer or genetic characteristic. The parties further agree that this provision shall not be subject to the arbitration provisions of Article 13 of this Agreement.

### **16.2 Union Membership and/or Activities**

The District and the Union agree there shall be no discrimination against any bargaining unit member in regard to terms and conditions of employment on account of Union membership or legitimate Union activities or lack of Union membership or activities under this Agreement.

## **ARTICLE 17: MANAGEMENT RIGHTS**

### **17.1 Legal Rights**

The District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and of the United States, including, but not limiting the generality of the foregoing, the right: to set standards and levels of service; to determine the procedures and standards of selection for employment and promotions; to direct its employees; to determine the methods and means to relieve

its employees from duty because of lack of funds or other lawful reasons; to determine the methods, means and numbers and kinds of personnel by which District operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the District will meet and confer in advance on the impact and implementation (see Section 4.8 of this Agreement) of subcontracting on work load and safety and any other matter within the scope of representation; to determine methods of financing; to determine size and composition of the work force and allocate and assign work by which the District operations are to be conducted; to determine and change work shifts; to determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all District functions; to make all decisions relating to merit, necessity or organization of District service; to discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; to establish employee performance standards including, but not limited to, quality and standards, and to require compliance with established performance standards; to take necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

#### 17.2 Exercise of Powers

The exercise of the foregoing powers, rights, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Memorandum and then only to the extent such specific express terms are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

#### 17.3 Meet and Confer

The exercise by the District through its Board of Directors and Management representatives of its rights described in this Article shall not in any way, directly or indirectly, be subject to meeting and conferring. However, the Union shall be able to grieve the alleged failure by the District to meet and confer as to impact and implementation of the exercise of a right listed in Section 17.1 of this Agreement.

### **ARTICLE 18: CONCERTED ACTIVITIES**

#### 18.1 No-Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the District, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs District operations by the Union or by its officers, agents or members during the term of this Agreement. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with District operations by any other non-unit employees or members of other employee associations or groups.

## 18.2 Enforcement

Furthermore, the Union agrees and understands the provisions of this Agreement and this Article 18 are enforceable by the District in a court of law. The District may initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for breach of contract for engaging in the activities referred to in this Article. Nothing in this Article shall be deemed to limit the remedies available to the District in dealing with concerted activities as described above.

### **ARTICLE 19: SEPARABILITY**

If any provision of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall remain in full force and effect, except that either party to the Agreement may request the other party to meet and confer in regard to amending the Agreement to replace the provisions declared void or unenforceable. However, there will be no obligation on either party to agree on a replacement provision.

### **ARTICLE 20: VOLUNTARY "D.R.I.V.E." CONTRIBUTIONS**

The District agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the District of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to:

National D.R.I.V.E.  
P.O. Box 758637  
Baltimore, MD 21275

On a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, with the employee's social security number and the amount deducted from that employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

### **ARTICLE 21: EQUITY CLAUSE**

In the event the District grants any increase of salary to any group of represented District employees, the District shall grant at the same time the identical economic benefit to employees covered by this Agreement.

In the event the District agrees with any other group of represented employees to base health insurance contributions amounts that are applicable to the entire bargaining group upon a health plan other than the Kaiser HMO plan, as set forth in Section 7.1.1 of this Agreement, employees covered by this Agreement shall have the right to request that the District base health insurance contribution amounts for the entire bargaining group upon the same health insurance plan applicable to the other bargaining group. Nothing herein provides the right to reopen Section 7.1.1

of this Agreement in the event individual employees of another bargaining group, as opposed to the other bargaining group in its entirety, receives health insurance contributions that are greater than those provided pursuant to Section 7.1.1.

**ARTICLE 22: TERMS OF AGREEMENT**

This Agreement shall be effective as of July 1, 2024, and shall remain in effect until midnight of June 30, 2027. This Memorandum of Understanding is signed and entered into on October 8, 2024.

**FOR THE UNION:**

\_\_\_\_\_  
Michael Leon  
Business Representative  
Teamsters Local 911

\_\_\_\_\_  
Salvador Becerra  
Union Steward

**ATTESTED:**

\_\_\_\_\_  
Fernando Gutierrez  
Union Steward

\_\_\_\_\_  
Abelina Torres  
Union Steward

**FOR THE DISTRICT**

\_\_\_\_\_  
John Pena  
President

\_\_\_\_\_  
Jeremy Wittie, MS  
General Manager

\_\_\_\_\_  
Megan Scarborough-Eckles  
Technician of the Board of Trustees

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lena D. Wade  
General Counsel

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT  
AND  
TEAMSTERS LOCAL 911  
2024 – 2027

Appendix A

Clerical Unit

Accounting Technician I  
Accounting Technician II  
Administrative Technician

Professional Unit

Biologist  
Public Outreach Coordinator  
Network Support Specialist  
Community Liaison

Supervisory Exempt Unit

Lead Supervisor  
Field Supervisor  
Environmental Biologist  
Vector Ecologist  
IT/GIS Analyst  
Public Information Officer

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT  
AND  
TEAMSTERS LOCAL 911  
2024 – 2027

Appendix B

**Teamsters - Salary Schedule**

<b>July 1, 2024</b>						
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Administrative Technician	5,442.39	5,714.51	6,000.24	6,300.25	6,615.26	6,946.03
Accounting Technician I	5,714.51	6,000.24	6,300.25	6,615.26	6,946.02	7,293.33
Purchasing Technician	6,000.24	6,300.25	6,615.26	6,946.03	7,293.33	7,657.99
Accounting Technician II	6,234.42	6,546.13	6,873.44	7,217.11	7,577.97	7,956.86
Community Liaison	6,421.45	6,742.52	7,079.64	7,433.62	7,805.30	8,195.57
Public Outreach Coordinator, Network Support Specialist	7,242.21	7,604.32	7,984.55	8,383.77	8,802.96	9,243.10
Biologist	7,613.71	7,994.39	8,394.11	8,813.82	9,254.51	9,717.24
Field Supervisor, Public Information Officer, Unmanned Aircraft Systems (UAS) Coordinator	8,828.71	9,270.15	9,733.66	10,220.34	10,731.36	11,267.93
IT/GIS Analyst, Lead Supervisor, Operations Program Coordinator, Vector Ecologist	9,270.09	9,733.59	10,220.27	10,731.28	11,267.85	11,831.24

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT  
AND  
TEAMSTERS LOCAL 911  
2024 – 2027

Appendix B

**Teamsters - Salary Schedule**

<b>July 1, 2025</b>						
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Administrative Technician	5,605.66	5,885.95	6,180.24	6,489.26	6,813.71	7,154.41
Accounting Technician I	5,885.95	6,180.24	6,489.26	6,813.72	7,154.40	7,512.12
Purchasing Technician	6,180.24	6,489.26	6,813.71	7,154.41	7,512.13	7,887.73
Accounting Technician II	6,421.45	6,742.52	7,079.64	7,433.62	7,805.30	8,195.57
Community Liaison	6,614.09	6,944.79	7,292.03	7,656.63	8,039.46	8,441.44
Public Outreach Coordinator, Network Support Specialist	7,459.48	7,832.45	8,224.08	8,635.28	9,067.05	9,520.40
Biologist	7,842.12	8,234.22	8,645.93	9,078.23	9,532.14	10,008.75
Field Supervisor, Public Information Officer, Unmanned Aircraft Systems (UAS) Coordinator	9,093.57	9,548.26	10,025.67	10,526.95	11,053.30	11,605.96
IT/GIS Analyst, Lead Supervisor, Operations Program Coordinator, Vector Ecologist	9,548.19	10,025.60	10,526.87	11,053.22	11,605.89	12,186.17

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COACHELLA VALLEY MOSQUITO & VECTOR CONTROL DISTRICT  
AND  
TEAMSTERS LOCAL 911  
2024 – 2027

Appendix B

**Teamsters - Salary Schedule**

<b>July 1, 2026</b>						
<b>Class</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Administrative Technician	5,717.78	6,003.67	6,303.85	6,619.04	6,949.99	7,297.50
Accounting Technician I	6,003.67	6,303.85	6,619.04	6,949.99	7,297.49	7,662.37
Purchasing Technician	6,303.85	6,619.04	6,949.99	7,297.50	7,662.37	8,045.49
Accounting Technician II	6,549.88	6,877.37	7,221.23	7,582.30	7,961.41	8,359.48
Community Liaison	6,746.37	7,083.69	7,437.87	7,809.77	8,200.25	8,610.27
Public Outreach Coordinator, Network Support Specialist	7,608.67	7,989.10	8,388.57	8,807.99	9,248.39	9,710.80
Biologist	7,998.96	8,398.91	8,818.85	9,259.80	9,722.79	10,208.93
Field Supervisor, Public Information Officer, Unmanned Aircraft Systems (UAS) Coordinator	9,275.44	9,739.22	10,226.18	10,737.49	11,274.36	11,838.08
IT/GIS Analyst, Lead Supervisor, Operations Program Coordinator, Vector Ecologist	9,739.15	10,226.11	10,737.41	11,274.28	11,838.00	12,429.90