

TENTATIVE AGREEMENT

2024-27 Successor Contract

September 19, 2024

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), unmanned aircraft systems (UAS) operator(s), and seasonal nine (9) month Vector Control Technicians, excluding management, supervisory, professional, seasonal/temporary, clerical and confidential employees.

B. Immediately following the ratification of this 2024-27 Memorandum of Understanding, CSEA and the District shall negotiate over the hours, wages, benefits and other terms of conditions of employment of the District's seasonal vector control workers, which as per recent changes in the law, must be included in the bargaining unit represented by CSEA.¹

ARTICLE 4. ASSOCIATION RIGHTS

A. Officer Release Time. Local officers of the Association shall receive paid released time, subject to ~~48-hour~~ 24-hour notice from CSEA in order to conduct proper Association business, not to exceed ~~eighty (80)~~ one-hundred and sixty (160) hours per year. The officer release time contemplated in this section shall be applied to release time for attendance at CSEA's Annual Conference. CSEA members who attend the CSEA Annual Conference shall give a presentation to the Operations Department on the professional development aspects of the conference. This limit shall not apply to release time to collective bargaining negotiations as per Section 4(C) below, nor to release time for Union Stewards for the processing of grievances and for disciplinary representations as per Section 4(D) below.

¹ Beginning January 1, 2024, AB 1484 requires public employers to include temporary employees with permanent employees in the same bargaining unit upon request of the recognized employee organization if they have been hired to perform the same or similar type of work that is performed by the permanent employees. Public employers under the MMBA, including the Coachella Valley Mosquito and Vector Control District, will be required to provide certain information to seasonal and temporary employees upon hire, such as a job description, wage rates, eligibility for benefits, anticipated length of employment, and procedures to apply for open, permanent positions within the District, and presumably within the bargaining unit. AB 1484 defines a "temporary employee" as a temporary employee, casual employee, seasonal employee, periodic employee, extra-help employee, relief employee, limited-term employee, per diem employee, and any other public employee who has not been hired for a permanent position. CSEA and the District have agreed to begin negotiations immediately following the ratification of this 2024-27 Successor Contract over a separate Side Letter to specify the wages, hours, fringe benefits, and terms of conditions of employment for seasonal workers.

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. ~~Three (3) two (2)~~ **CSEA bargaining unit** employee representatives of CSEA shall be ~~allowed~~ **afforded** release time without loss of compensation when formally meeting and negotiating with District representatives during MOU (*i.e. "Contract"*) 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~~ **appoint** ~~two (2)~~ Union Stewards from among employees in the unit, **in addition to the CSEA Chapter President who shall also be designated as a Union Steward under this Section.** 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 (**which includes the CSEA Chapter President**) 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. Use of District's Electronic Mail (E-Mail) System. The CSEA Chapter President or designated CSEA Officer designee may use the district electronic mail system for scheduled and mass emails related to union business without advance permission from the District, including for CSEA meeting notices, agendas, and negotiations updates. CSEA shall notify the Human Resource Manager of the name of the authorized Chapter President's designee, if any, for email purposes. The Association will not utilize the District's email system to distribute political information or information which is knowingly false, defamatory or indecorous, or which is otherwise prohibited by law. Additionally, all CSEA emails shall contain the identifier: "From CSEA Chapter 2001." Unless specifically addressed above, the District's applicable technology and/or or Governing Board policies, shall continue to govern the use of the District's electronic mail system.

H. ~~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.

I. ~~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 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, 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 enclosed herein as Appendix A.1.

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 both the July 1, 2024 on-going, on-schedule salary increase 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 enclosed herein as Appendix A.2.

Beginning July 1, 2026, the District shall increase the bargaining unit salary schedule by 2.0%. The 2026-2027 salary schedule is enclosed herein as Appendix A.3. CSEA 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.

~~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 \$600
15 – 19	\$1,000 \$1,100
20 – 24	\$1,500 \$1,600
25 – 29	\$2,500 \$2,600
30 +	\$3,500 \$3,600

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. [Status Quo – No Changes to Section.]

B. Probationary Periods. [Status Quo – No Changes to Section.]

C. Employee Status. [Status Quo – No Changes to Section.]

D. Transfer. [Status Quo – No Changes to Section.]

E. Work Week and Shift-Starting and Ending Times. The District shall maintain a 40-hour work week of five (5) eight (8) hour days, Monday through Friday. Vector Control Technicians should leave the District within 45 minutes of starting the morning, and shall return no more than 45 minutes before the end of the shift ending time. Once a locker room remodel is completed, Vector Control Technicians should leave the District within 35 minutes of starting the morning, and shall return no more than 35 minutes before the end of the shift starting and ending times. If issues arise and more time is needed on any given day, the Vector Control Technician should inform their supervisor.

- (1) Vector Control Technicians Shift Starting and Ending Times:
 - October 1st to April 30th - 7:30 a.m. to 4:00 p.m.
 - May 1st until September 30th - 5:30 a.m. to 2:00 p.m.
- (2) Lab Assistant I Shift Starting and Ending Times:
 - October 1 – April 30: 7:30 am to 4:00 pm (half hour lunch)
 - October 1 – April 30: 7:00 am to 4:00 pm (hour lunch)
 - May 1– September 30: 6:00 am to 2:30 pm
- (3) Lab Assistant II Shift Starting and Ending Times:
 - 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
- (4) Mechanic I Shift Starting and Ending Times:
 - October 1 – April 30: 7:30 am to 4:00 pm
 - May 1 – September 30: 5:30 am to 2:00 pm
- (5) Mechanic II Shift Starting and Ending Times:
Year Round: 7:30 a.m. to 4:00 p.m.
- (6) Facilities Maintenance Technicians I & II Shift Starting and Ending Times:
 - October 1 – April 30: 6:30 am to 3:00 pm
 - May 1 – September 30: 5:30 am to 2:00 pm

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

~~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~~

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~~ **160 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. [Status Quo – No Changes to Section.]

- H. Nighttime Spraying. [Status Quo – No Changes to Section.]
- I. Call-back Pay. [Status Quo – No Changes to Section.]
- J. Changes in Shift Assignment. [Status Quo – No Changes to Section.]
- K. Meal Periods. [Status Quo – No Changes to Section.]
- L. Out-of-Class Pay. [Status Quo – No Changes to Section.]
- M. Uniforms. [Status Quo – No Changes to Section.]
- N. Showers. [Status Quo – No Changes to Section.]
- O. Breaks. [Status Quo – No Changes to Section.]
- P. Dress and Grooming Standards. [Status Quo – No Changes to Section.]
- Q. Drug and Alcohol-Free Workplace Policy. [Status Quo - No Changes to Section.]

R. Bilingual Stipend. *The District shall provide a Bilingual Stipend of \$50 per bi-weekly pay period to any bargaining unit employee who is regularly assigned services area where second language bilingual skills are needed. In order for a Vector Control Technician to be eligible for the \$50 bi-weekly bilingual stipend, the employee must pass a verbal language proficiency exam administered by a neutral third-party examination firm.*

S. Respirators. *Cal-OSHA Title 8 Section 5199 (known as the Aerosol Transmissible Disease Standard) requires all employee who may need to wear respirators as part of their job functions be fit-tested initially and within twelve (12) months of their last fit-test on each type of respirator they may be required to wear. All certified staff, including Vector Control Technicians, are required to utilize a respirator as part of their required personal protective equipment (“PPE”) when performing certain control product applications. Prior to wearing a respirator, all applicable employees shall receive respirator training and pass an annual medical clearance. All time and costs associated with fit-testing or medical clearance(s) shall be borne by the District.*

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, 2024**, ~~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:	<u>\$954.13</u>	\$844.71
Employee + 1 Dependent:	<u>\$1,896.04</u>	\$1,646.15
Employee + 2 Dependents:	<u>\$2,482.57</u>	\$2,160.35

Effective, **January 1, 2025, January 1, 2026 and January 1, 2027** ~~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 **fifteen percent (15%)** ~~three percent (3%)~~ increase ~~per calendar year~~ **over the life of the Agreement.** 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. [Status Quo – No Changes to Section.]

C. AD & D Insurance. [Status Quo – No Changes to Section.]

D. California Public Employees Retirement System (CalPERS) Benefits. [Status Quo – No Changes to Section.]

E. Optional 457 Plan. [Status Quo – No Changes to Section.]

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*, **Juneteenth**, 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 **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.~~

(3) **Winter Break.** *Beginning in the 2024-25 fiscal year, all bargaining unit employees shall be afforded a paid weeklong Winter Break as follows:*

- a. The first day of the Winter Break shall start on a weekday.*
- b. Winter Break shall be inclusive of two weekends.*
- c. Regardless of the day of the week in which December 25th or January 1st may fall in any given year, there shall be eight 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.*
- d. Of these eight weekdays, five shall be paid holidays, and three shall be paid through each individual employee's use of either (1) the annual floating holiday specified above in Article 10(A)(2), (2) by a vacation day, (3) by compensatory time off (CTO); or (4) at the employee's sole discretion an unpaid non-work day leave.*
- e. 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 by the most seniority in the classification. When the number of volunteers is insufficient, assignments will be made based on reverse seniority (the least seniority in the classification being assigned). If an employee is directed to work on any of the days of the Winter Break, they shall be compensated in accordance with Article 10(A)(4) below.*
- f. Notwithstanding Section 10(B)(3) of the MOU above, 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:

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*

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

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

(4) ~~(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 **to maximum accumulation limit of 50 days (400 hours)** 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)~~ **three (3)** weeks during the mosquito season (May through September); **however, not more than two contiguous weeks may be scheduled during the mosquito season.** 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. [Status Quo – No Changes to Section.]

D. On the Job Injuries. [Status Quo – No Changes to Section.]

- E. Family Care and Medical Leave. [Status Quo – No Changes to Section.]
- F. Pregnancy Disability Leave. [Status Quo – No Changes to Section.]
- G. Catastrophic Sick Leave Bank. [Status Quo – No Changes to Section.]
- 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 employee may take up to five days for any eligible bereavement, but shall utilize their own accrued leave (such as sick, vacation or CTO), in order to remain in paid status for those days above the District-paid bereavement days specified above.** 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. [Status Quo – No Changes to Section.]
- J. Leave Under Labor Code 233. [Status Quo – No Changes to Section.]
- K. Jury Duty Leave. [Status Quo – No Changes to Section.]
- L. Personal Leave of Absence Without Pay. [Status Quo – No Changes to Section.]

ARTICLE 15. PERFORMANCE EVALUATIONS

Immediately following the ratification of this Agreement, CSEA and the District shall convene an advisory committee to develop a new evaluation for all bargaining unit members. The committee’s recommendations, including but not limited to the new form to be considered, shall be forwarded the Parties’ respective negotiations teams and thereafter the Parties’ shall convene negotiations limited to topics covered in this Article 15, including negotiations over a new evaluation form and/or evaluatory mechanism.

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. **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.** [Existing Contract language. Moved from below.]

(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.

(4) 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.

C. **Qualifications.** *Candidates for employment shall possess at least the following qualifications: the physical and mental capacity to adequately perform essential job functions, applicable experience, and education, and a safe driving record. Specifically, persons applying for employment with the District must comply with the following conditions:*

~~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:~~

(1) *Meet the specified requirements of the job description for the position applied for.*

(2) *Be eligible for employment under all applicable federal laws and regulations.*

(3) *Possess a valid California driver's license and driving record acceptable to the District's insurance company (no more than 2 points by DMV and no*

Driving Under the Influence convictions in the last 3 years) for positions that require driving 50% or more of the time.

D. Selection Process.

(1) The selection process may consist of such recognized techniques as aptitude tests, evaluation of education and experience through personal interviews, performance tests, review of work samples, physical agility tests (where appropriate), review and investigation of personal background, and reference checks, or any combination thereof.

(2) After completion of an open or promotional examination for classification, the Human Resources Manager will prepare an eligibility list consisting of the names of candidates who passed the examination. Eligibility lists shall become effective upon the certification by the Human Resources Manager.

(3) Eligibility lists shall remain valid for a period of six (6) months. After six (6) months from the date of creation of the eligibility list, it shall expire.

E. Appointments

(1) When a new, open or promotional position is to be filled from an eligibility list, the District may choose from the specified list among the top three candidates on the eligibility list.

(2) The District shall first offer promotional opportunities within the bargaining unit to bargaining unit employees then currently employed by the District who are among the top three candidates on the eligibility list. 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) For purposes of promotion, the District will select among the top three candidates on the eligibility list 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.

(4) If no person among the top three candidates indicates a willingness to accept the appointment, the General Manager may make the appointment from among the remaining names on the eligibility list. In the event there are insufficient applicants to provide the District with a choice among new top three candidates, the District may request a new examination and establish a new eligibility list.

(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 earn more than 5% if the first step of the appropriate range is more than 5%**, be placed at the last step of the appropriate range if that is the maximum allowable for that class.

F. Conflict of Interest Among Interview Panel Members. *Members of a classified hiring panel shall be subject to the conflict of interest, and shall be required to excuse themselves from any interview panel in which they have a direct conflict of interest as defined in Governing Board Resolution 2020-22.*

G. Right to Test. *All classified bargaining unit members have the right to test for any promotional vacancy for which they meet the minimum qualifications as per the job description.*

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, 2024 through June 30, 2027**. ~~July 1, 2021 to June 30, 2024.~~

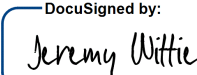
G. Effective Date. This MOU is effective as of ~~July 1, 2021~~ **July 1, 2024**, and shall be retroactive to ~~July 1, 2021~~ **July 1, 2024**, upon ratification by the CSEA Chapter 2001 members and the District's Board of Trustees.

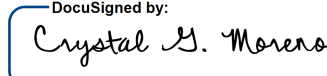
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This 2024-2027 Successor MOU is subject to review under CSEA's Policy 610, and review and ratification by the Coachella Valley Mosquito and Vector Control District Board of Trustees.

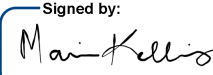
DULY EXECUTED by the Parties hereto this 19th day of September 2024.


FOR CVMVCD

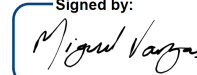
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Jeremy Wittie
General Manager, CVMVCD

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Crystal Moreno
Human Resources Manager

FOR CSEA and its CHAPTER 2001

Signed by:

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Marisa Kelling
CSEA Chapter 2001 Negotiations Chair

Signed by:

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Juan Carlos Herrera
CSEA Chapter 2001 Negotiations Team

Signed by:

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Miguel Vargas
CSEA Chapter 2001 Negotiations Team

Dale Wissman
CSEA Labor Relations Representative