

RESOLUTION NO. 22-91

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EL CENTRO SETTING OUT THE TERMS AND
CONDITIONS OF EMPLOYMENT FOR CERTIFIED
WATER TREATMENT PLANT OPERATORS,
CERTIFIED WASTEWATER TREATMENT PLANT
OPERATORS AND CERTIFIED WATER
DISTRIBUTION OPERATORS/SEWER UNIT

WHEREAS, July 2, 2019 the Unit approved and on the July 16, 2019 agenda the City Council approved Resolution No. 19-58 setting out terms and conditions for the Unit; and

WHEREAS, the City Council now finds that it is in the best interests of the City to adopt this updated resolution approving the MOU for the Certified Water Treatment Plant Operators, Certified Wastewater Treatment Plant Operators and Certified Water Distribution Operators/Sewer Employees which was signed by the Unit on August 9, 2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.
2. The City Council hereby approves the MOU attached and incorporated as Exhibit 'A', a copy of the MOU has been provided to each member of the Unit and which is on file in the Office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 16th day of August, 2022.

CITY OF EL CENTRO

By 

Tomas Oliva, Mayor

ATTEST:

By 

Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By Elizabeth L. Martyn
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No.22-91 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the August, 2022, by the following vote:

AYES: Viegas-Walker, Oliva, Cardenas-Singh, Marroquin
NOES: None
ABSENT: Garcia
ABSTAINED: None

By Norma Wyles
Norma Wyles, City Clerk

**Agreement between the City of El Centro
and
the Certified Water Treatment Plant Operators, Certified Wastewater Treatment Plant
Operators, and Certified Water Distribution Operators/Sewer
January 1, 2022 – June 30, 2025**

ARTICLE I – GENERAL PROVISIONS APPLICABLE TO ALL UNIT MEMBERS

Section 1.1 Parties to Agreement

This agreement (“this Agreement” or “the Agreement”) is the result of meet and confer sessions held between the Parties hereto pursuant to the Meyer-Milias-Brown Act (California Government Code §§3500 *et seq.*), and has been executed by the CITY OF EL CENTRO (“the City”) and by representatives of each of the three groups within the Unit: the CERTIFIED WATER TREATMENT OPERATORS, the CERTIFIED WASTEWATER TREATMENT PLANT OPERATORS, and the CERTIFIED WATER DISTRIBUTION OPERATORS/SEWER (collectively “the Employees”) (individually, “Party;” collectively, “Parties”).

Section 1.2 Coverage, Recognition and Effective Dates

- a. General. This Agreement covers the Employees occupying the classifications as set forth in Appendix A. Except as otherwise provided herein, the terms of this Agreement are effective January 1, 2022, and shall remain in full force through June 30, 2025, or until a successor agreement is adopted by the City Council.
- b. Application of Agreement to Groups. The application of the Articles of this Agreement to the groups covered by this Agreement shall be as follows:
 1. ARTICLES I – VIII: Apply to all Employees covered in this Agreement.
 2. ARTICLE IX: Applies to the Certified Water Treatment Plant Operators and Certified Wastewater Treatment Plant Operators.
 3. ARTICLE X: Applies to the Certified Water Distribution Operators/Sewer.

Section 1.3 Ratification

It is agreed that this Agreement is of no force or effect until ratified and approved by the Employees and by Resolution duly adopted by the City Council of the City of El Centro (“the City Council”).

Section 1.4 Implementation

This Agreement constitutes a mutual recommendation by the parties hereto to the City Council that one or more resolutions be adopted accepting this Agreement and affecting the changes enumerated herein relative to wages, hours, fringe benefits, and other terms and conditions of employment for the classifications represented by the Employees.

Section 1.5 Partial Invalidity

If any section, sub-section, sentence, clause, or phrase of this Agreement is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of the Agreement.

Section 1.6 Hiring

Whenever the City hires an Employee who is covered by this Agreement, the City will provide him/her with a copy of this Agreement.

Section 1.7 City's Personnel Rules and Regulations

- a. Incorporation. The City's Personnel Rules and Regulations are incorporated by reference in this Agreement and shall be binding on the Parties to the extent they do not conflict with this Agreement. Items or issues contained within the City Personnel Rules and Regulations that are subject to bargaining under the Meyers-Milias-Brown Act will not be changed until an agreement is reached between the City and the affected Employee collective bargaining groups.
- b. Layoff. Should an Employee be terminated due to layoff, then on the effective date of such termination, the provisions of this Agreement shall be rendered null and void. Thereafter, the Employee shall have only those rights and prerogatives regarding layoff and reemployment that are prescribed in the Personnel Rules and Regulations.

ARTICLE II – RIGHTS OF THE CITY AND OF EMPLOYEES

Section 2.1 City Rights

- a. Rights. The exclusive rights of the City include, but are not limited to, the following:
 1. Determine issues of public policy;
 2. Determine the merits, necessity, and organization of any service or activity conducted by the City;
 3. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
 4. Expand or diminish services;
 5. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including, but not limited to, the right to subcontract any work or operation;
 6. Determine the size and composition of the work force and to assign work to Employees

in accordance with requirements as determined by the City;

7. Relieve Employees from duty because of lack of work or other non-disciplinary reasons, provided such is done in accordance with the City's Personnel Rules and Regulations, as modified hereby;
 8. Discharge, suspend or otherwise discipline Employees for proper cause;
 9. Determine job classifications;
 10. Determine policies, procedures and standards for selection, training and promotion of Employees;
 11. Establish Employee performance standards, including, but not limited to, quality and quantity standards;
 12. Maintain the efficiency of governmental operations;
 13. Take any and all necessary actions to carry out its mission in emergencies;
 14. Exercise complete control and discretion over its organization and the technology of performing its work and services; and
 15. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.
- b. Discrimination Prohibited. The City, in exercising these rights and functions, will not unlawfully discriminate against any Employee or Employee organization.

Section 2.2 Employee Rights

The rights of Employees shall include the right to form, join and participate in the activities of Employee organizations of their own choosing for the purposes of representation of all matters of Employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees shall also have the right to refuse to join or participate in the activities of Employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No Employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any Employee organization because of his/her exercise of these rights.

ARTICLE III – REPRESENTATION

The Parties to this Agreement agree that Employee representatives shall be granted reasonable time off with pay during working hours for purposes of negotiating the terms and conditions of employment covered by this Agreement, or its successors. It is recognized, however, that meetings scheduled among Employees covered by this Agreement are not to be conducted during working hours.

ARTICLE IV – CLASSIFICATIONS AND GRADES

The classifications and grades for the Employees covered by this Agreement shall be as set forth in Appendix A.

ARTICLE V – COMPENSATION INCREASES

Section 5.1 Classifications

Salaries for each group of Employees is set out in Appendix B.

Section 5.2 Salary and Performance Increases

- a. Pay Range. No Employee shall be paid less than Step 1 or more than Step 11. Effective as of the first full period in July 2022, or the first full pay period follow City Council approval, whichever is later, no Employee shall be paid less than Step 1 or more than Step 6.
- b. Step Collapse/Replacement. Effective as of the first full pay period in July 2022, or the first full pay period following City Council approval, whichever is later, the City shall collapse the current 11-step salary schedule to 6 steps and implement a 2% cost of living adjustment (“COLA”) as follows:
 1. Step Collapse:
 - A. Step 6: Step 11 will receive a 2% COLA and shall become the new Step 6.
 - B. Step 5: Step 10 will receive a 2% COLA and will become the new Step 5.
 - C. Step 4: Step 4 will equal 95% of Step 5.
 - D. Step 3: Step 3 will equal 90% of Step 5.
 - E. Step 2: Step 2 will equal 85% of Step 5.
 - F. Step 1: Step 1 will equal 80% of Step 5.
 2. Step Placement:
 - A. Step 6: Employees at current Step 11 will be at the new Step 6.
 - B. Step 5: Employees currently at Step 10 will be at the new Step 5.
 - C. Step 1-4: All other Employees will be placed in the new Step (1-5) that is closest to their current salary (after receiving a 2% salary increase on current pay) without suffering a pay reduction.
- c. Fiscal Year 2023/2024 COLA. Effective as of the first full pay period for July 2023, for fiscal year 2023/2024, Employees will receive a COLA of 2% of base salary as of June

30, 2023.

d. Fiscal Year 2024/2025 COLA. Effective as of the first full pay period for July 2024, for fiscal year 2024/2025, Employees will receive a COLA of 2% of base salary as of June 30, 2024.

e. Merit Increases.

1. Eligibility: From January 1, 2022, to June 30, 2025, Employees will be eligible for a step increase on their anniversary date (as defined below), conditioned upon the Employee's evaluation rating his/her performance satisfactory or better.

2. Timing: It is expected that the annual evaluation shall occur on an Employee's anniversary date. If the evaluation occurs after the anniversary date and the evaluation rates the performance at satisfactory or better, the step increase will be retroactive to the anniversary date.

3. Future Increases: Except for Step 11 (Step 6 after the first full pay period in July 2022), future step increases beyond termination of this on June 30, 2025, must be approved by the Parties in a successor Agreement.

f. Step Ranges. Separate salary schedules showing the salary step ranges are shown in Appendix A attached and herein incorporated by reference.

Section 5.3 Wage-Related Issues

The City requests the right to reopen negotiations on the following listed issues due to the ongoing downturn in the economy and the shortage of revenue coming into City coffers:

- a. Wage rollbacks;
- b. Layoffs;
- c. Furloughs;
- d. Employee contributions to benefit costs.

Section 5.4 Monthly Salaries

Monthly salaries for Employees covered by this Agreement shall be as set forth in Appendix B.

Section 5.5 Overtime Compensation

- a. Policy. Overtime shall be held to an absolute minimum.
- b. Rate. All overtime compensation shall be compensated in terms of a seven (7) day work period. When overtime is necessary and an Employee has been directed to work longer than a normal work schedule, the Employee shall receive one and one-half (1.5) times the Employee's base pay for all hours worked in excess of forty (40) hours in work period.

1. Hours Worked. Hours worked for the purpose of computing overtime pay shall be in accordance with the provisions of the Fair Labor Standards Act; provided, however, that scheduled use of annual leave and compensatory time shall be considered “hours worked.”
2. Scheduled Use. As used in this Section, “scheduled use” means leave requested by no later than 12:00 noon of the workday preceding the beginning leave date.
- c. Accrual. Employees shall have the option to accrue compensatory time in lieu of overtime pay. Compensatory time shall accumulate at the rate of one and one-half (1.5) times the number of overtime hours worked. The method of calculation to determine compensatory hours shall be the same method as used to calculate monetary compensation.

Section 5.6 Longevity Pay

- a. Eligibility. In addition to the salary rates herein established, Employees in full-time positions hired prior to December 19, 1990, shall be compensated at the rate of fifteen dollars (\$15) per month for each five (5) years of continuous service to the City. It is the agreement of the City and the Employees covered by this Agreement that in return for the compensation and benefits provided herein, Employees hired after December 19, 1990, shall not be entitled to longevity pay.
- b. Placement. All Employees who have been in Step 10 for five (5) continuous years, commencing on July 1, 2015, and who have received satisfactory or higher on their performance evaluations for those five (5) years, shall be placed in Step 11 as of their anniversary date, subject to the step collapse in Section 5.2.

Section 5.7 Holiday Pay

Employees shall be entitled to the same paid holidays as other City employees as per the City Rules and Regulations.

Section 5.8 Shift Differential Pay

A shift differential of fifty dollars (\$50) per month will be paid for all hours worked by an Employee when a majority of the Employee’s regularly-scheduled shift hours occurs after 3:00 p.m., and a shift differential of one hundred dollars (\$100) per month will be paid for all hours worked by an Employee when a majority of the Employee’s regularly-scheduled shift hours occurs after 11:00 p.m.

Section 5.9 Educational Incentive Pay

- a. Amount. An Employee covered by this Agreement who has attained or who attains a higher level of education than is required for his/her position, once this is certified by the Department of Human Resources, shall receive educational incentive pay pursuant to this section, as follows:
 1. An Employee with an Associate of Arts or Sciences Degree shall be eligible to receive fifty dollars (\$50) per pay period.

2. An Employee with a Bachelor of Arts or Sciences Degree shall be eligible to receive seventy-five dollars (\$75) per pay period.
 3. An Employee with a Master's Degree shall be eligible to receive one-hundred dollars (\$100) per pay period.
- b. Approval. All degrees must be from an accredited university/college and approved by Human Resources.
 - c. Timing. The educational incentive pay increases will be effective upon successful completion of the probationary period. This benefit is effective the first full payroll after and upon agreement and adoption of this Agreement.

Section 5.10 Temporary Upgrading

- a. Higher Classification. Employees covered by this Agreement shall be eligible to receive a ten percent (10%) increase in the Employees' rate of pay for all hours worked when assigned the duties of a higher classification.
- b. Lower Classification. If an Employee is assigned to a lower job classification, in addition to their regular job duties, shall receive a five (5) percent increase over their regular base rate of pay for all hours that the Employee is assigned to such duties.

Section 5.11 Work Schedules

- a. Work Period. The work period is seven (7) days commencing at 12:01 a.m. Tuesday. Employees shall normally be scheduled to work five (5) consecutive workdays each consecutive seven (7) day period.
- b. Water Treatment Operator Employees. Employees assigned to "standby" status during a seven (7) day period shall be off Thursdays and Fridays but shall work Saturday and Sunday during their week of standby status.
- c. Wastewater Treatment Operator Employees. Employees assigned to "standby" status during a seven (7) day period shall work Saturday and Sunday during their week of standby status and shall take two (2) other days off during their standby week.
- d. Work Day. The normal workday shall be eight (8) consecutive hours of work, excepting a meal period, within a twenty-four (24) hour period.
- e. Meal Period. All Employees shall be granted a duty-free, nonpaid lunch period of at least thirty (30) minutes at or about the midpoint of each work shift. An Employee shall have the flexibility to begin his or her lunch between the hours of 11:00 a.m. and 1:00 p.m. provided that the plant operations are not disrupted and with reasonable notice to the plant supervisor and the operator in charge.

- f. Rest Period. Two (2) fifteen (15) minute rest periods shall be granted each workday scheduled at or about the midpoint of the start of the shift and the meal period, and at or about the midpoint between the end of the meal period and the end of the work shift.

Section 5.12 Personal Necessity Leave

Effective July 1, 2017, Employees shall be granted sixteen (16) hours of personal necessity leave. Employees shall request use of such leave on forms provided by the City, and subject to the same scheduling requirements provided under the City's Personnel Rules and Regulations. Any hours of personal necessity leave not taken prior to June 30 of a fiscal year shall be forfeited.

ARTICLE VI – INSURANCE

Section 6.1 Health Insurance

- a. Eligibility. Each Employee filling a full-time position and in a pay status for at least thirty (30) hours per week shall have the opportunity to participate in the City's comprehensive major medical, dental, life, and vision care insurance program. The Employees covered by this agreement may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life, and vision care insurance program.

- 1. 2022 Contribution. For calendar year 2022, the City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	\$754.56 per month
Employee & Spouse:	\$1,155.19 per month
Employee & Child(ren):	\$1,094.45 month
Employee & Family:	\$1,475.52 per month

- 2. Future Contributions. Effective beginning calendar year 2023, the City will either maintain the 2022 contribution for lowest cost plan only (Limited Plan) or contribute a dollar amount on behalf of the Employee equal to 80%, by enrollment category, of the insurance premium for the lowest cost plan (Limited Plan) whichever is greater. The Employee shall be responsible for the difference between the City contribution and the actual premium for the plan selected by the Employee.
- b. Meet and Confer. The Parties shall continue to meet and confer during the term hereof to consider adoption of alternative coverage or plans and may be presented by the City's health insurance consultant. The Association will be a participant in any committee formed to study such alternatives.
 - c. Leave of Absence. An Employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

Section 6.2 Buy-Down Program

The Employee shall have the option of participating in the “buy down level” or limited level of said program.

Section 6.3 Continued Coverage Insurance

An Employee on an approved leave of absence without pay from the City may continue to carry the City’s comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City’s Personnel Rules and Regulations.

Section 6.4 Disability Insurance

The City shall provide short- and long-term disability insurance coverage for Employees covered by this Agreement.

Section 6.5 Life Insurance

The City shall provide term life insurance and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000) each for all Employees covered by this Agreement.

Section 6.6 Retirement Insurance Coverage

Employees hired prior to January 1, 2022, who retire from the City on or after the approval of this Agreement and elect to remain on the City’s health insurance program, will receive three hundred nine dollars and fifty-one cents (\$309.51) per month towards retiree only insurance coverage provided said retiree has two hundred forty (240) months (twenty (20) years) of service with the City of El Centro at the time of retirement. The benefit shall continue for such Employee(s) until said Employee(s) achieves the age of sixty-five (65).

ARTICLE VII – GRIEVANCE PROCEDURE

Section 7.1 Grievance Procedure

- a. Purpose. The purpose of this grievance procedure is to provide the means for Employees, the affected Employee group, and management to work together to solve grievances in an orderly manner, within a reasonable time period, and to provide methods of administering employer-Employee relations through the establishment of uniform and orderly methods of communication between Employees and management.
- b. Policy.
 1. Any Employee or group of Employees has the right to file a grievance with freedom from fear, intimidation, or coercion from any party.
 2. Any Employee may represent himself/herself, or select whomever he/she wishes to represent him/her, at any or all steps in the grievance procedure.
 3. Grievances may be initiated by the Employee, a group of Employees, or the affected Employee group on behalf of the Employee or the Employees. Each party shall bear its own costs associated with any grievance or appeal.

4. The Employee's first contact regarding job and working conditions is with the immediate non-unit supervisor, and the parties shall attempt to resolve grievances by oral discussion at this level.
5. The immediate non-unit supervisor is responsible for informing the Employee about the job requirements, personnel policies, and his work unit's relationship to the division, department, and City as a whole.
6. A grievant attending a grievance meeting on his own behalf on City time shall not lose pay. One representative selected by the grievant to represent him at such grievance meeting on City time shall not lose pay.

c. Definitions.

1. "Grievance" is a claim, charge, or dispute involving the following:
 - A. The interpretation or application of any City rules, regulations, ordinances, or resolutions affecting any Employee's wages, hours, or working conditions.
 - B. The interpretation or application of the provisions of this Agreement.
 - C. The propriety of any written warning or reprimand provided by a supervisor to an Employee covered by this Agreement.
 - D. The administration of any disciplinary action imposed upon an Employee covered by this Agreement.
2. "Disciplinary action" means a reduction in salary, suspension, demotion, or dismissal. "Disciplinary action" does not include an oral or written warning, counseling memorandum, or a reprimand.
3. An Employee's performance evaluation is an "excluded matter" which is not grievable under these procedures.

d. Informal Procedure.

1. The Employee or Employees who have a complaint shall first discuss the complaint with their non-unit supervisor no later than five (5) working days after the occurrence of the incident causing the complaint.
2. If the non-unit supervisor fails to reply within five (5) working days, or the Employee is not satisfied with the decision, the Employee may utilize the formal grievance procedure.

3. In the case of a grievance questioning the propriety of a warning or reprimand administered to an Employee, the grievant shall begin the grievance at Step 2 of the formal grievance procedure below.

e. Formal Grievance Procedure.

1. Step 1. The grievance shall be presented, in writing, to the appropriate non-unit supervisor who shall investigate the grievance and shall confer with the grievant, a representative, and any other Employee or Employees involved. In an attempt to resolve grievance within five (5) working days after the grievance is first submitted to the appropriate non-unit supervisor, said non-unit supervisor shall make and file a decision, in writing, with the grievant, representative, and any other Employee or Employees involved.
2. Step 2. If the dispute is not resolved at the conclusion of Step 1, said grievance may be filed with the department head, in writing, within five (5) working days from the receipt of the non-unit supervisor's decision, and the department head shall investigate the grievance and shall confer with the grievant, representative, and any other Employee or Employees involved, in an attempt to resolve the grievance. Within ten (10) working days after the written grievance is first submitted to the department head, said department head shall make and file a decision, in writing, with the grievant, representative, and Director of Human Resources.
3. Step 3. If the grievance is not resolved by the department head to the satisfaction of the grievant, he/she may, within ten (10) working days from the receipt of the department head's decision, request further consideration of the grievance by an administrative review panel of three (3) members. An action seeking to overturn the administration of any disciplinary action imposed upon an Employee shall also begin at this step.

A. Panel. The panel shall be comprised of:

- (1) One (1) City department head (other than the department head involved at Step 2) who shall be appointed by the City Manager;
- (2) One (1) non-unit, non-management Employee who shall be appointed by the Certified Water Treatment Plant Operators; and
- (3) One (1) person appointed by mutual agreement of the other two (2) members.

B. Process. The administrative panel shall confer with persons affected and the representative and shall render a decision in writing to the grievant, the grievant's representative, and the City's Human Resources Department.

C. Decision. The administrative panel's decision in such grievance is final, except that a grievance questioning the propriety of a warning or reprimand administered

to an Employee or involving the administration of any disciplinary action imposed upon an Employee may be appealed using Step 4 of the grievance process.

4. Step 4. A grievance questioning the propriety of a warning or reprimand administered to an Employee, or seeking to overturn the administration of any disciplinary action imposed on an Employee, may, within ten (10) working days from the receipt of the decision, be appealed to the City Manager by notifying the City Manager in writing. Within ten (10) working days after such notification, the City Manager shall review the grievance, may confer with persons affected and their representatives, and shall render a decision in writing to the grievant, the grievant's representative, and the City's Human Resources Department. The City Manager's decisions shall be final and cannot be appealed, except as provided in section (i).

f. Extension of Time Limits.

1. The time limits of each step may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be in writing and the statement signed by both parties involved at the step to be extended.
2. If any grievance is not appealed within the stated limits or extensions of any of the above steps, the grievance shall be considered conclusively settled on a basis of the last disposition by appropriate authority and shall not be eligible for further appeal or review.
3. If a non-unit supervisor or other appropriate authority fails to furnish a written or oral answer within the required time limits or extensions of any of the above steps, the Employee may proceed to the next appropriate step.

g. Decision. Within twenty (20) working days of the City's receipt of the grievant's written request for hearing, a hearing before the Personnel Appeal Board shall be scheduled, which hearing shall be as soon as practicable.

h. Evidentiary Hearing Procedure.

1. Any regular Employee shall have to request an appeal for an Evidentiary Hearing for disciplinary action that involves a suspension without pay for more than five (5) days, demotion, or dismissal from employment.
2. The Evidentiary Hearing Officer shall be selected in revolving order from a list designated by the Personnel Appeal Board to hear an appeal. The list shall be made up of attorneys or other experienced hearing officers who have not been an Employee of the City of El Centro within the last ten (10) years. The Employee has the option to choose the Evidentiary Hearing Officer from the designated list. Such request must be specified in the Employee's written request for an Evidentiary Hearing.

i. Appeal Procedure for Evidentiary Hearing.

1. Within ten (10) working days after an Employee has received the decision from Department Head, the Employee may file a written demand with the Human Resources Department requesting an Evidentiary Hearing.
2. Appeal shall be in writing, signed by the appellant, and addressed to the Human Resources Department, and shall explain the matter appealed from and set forth therein a statement of the action desired by the appellant, with reasons therefor.
3. The formality of a legal pleading is not required.

j. Notice of Evidentiary Hearing.

1. Upon the filing of an appeal, the Human Resources Department shall, within thirty (30) working days from the date of filing, schedule a date for the Evidentiary Hearing on the appeal.
2. The Human Resources Department shall immediately notify the Evidentiary Hearing Officer, the City Manager, the Personnel Appeal Board, and other persons or officers named or affected by the appeal or the filing of the appeal, of the date, time, and place of the Evidentiary Hearing.

k. Unless Otherwise Agreed Upon by the Parties.

1. Appearance. Unless physically unable to do so, the appellant shall appear, personally, before the Evidentiary Hearing Officer at the time and place of the hearing.
2. Representation. The appellant may be represented by any person the Employee may select at his/her expense and may at the hearing produce on his/her behalf relevant oral or documentary evidence.
3. Oath. Oral evidence shall be taken only on oath or affirmation and shall be recorded verbatim.
4. Rights. Each party shall have these rights:
 - A. To call and examine witnesses;
 - B. To introduce exhibits;
 - C. To cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;
 - D. To impeach any witness regardless of which party first called him to testify; and
 - E. To rebut the evidence against him/her.

5. Examination. If the Employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
6. Evidence. The hearing need not be conducted according to technical rules relating to evidence and witnesses.
 - A. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely, regardless of the existence of any common law or statutory rule, which might make improper the admission of such evidence.
 - B. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding.
 - C. Irrelevant and unduly repetitious evidence may be excluded.
7. Subpoena power.
 - A. The Evidentiary Hearing Officer shall have subpoena powers as provided in the City Code.
 - B. The Evidentiary Hearing Officer may direct any person present to testify in a hearing whether or not such person was subpoenaed to testify.
8. Maintenance of Order. The Evidentiary Hearing Officer shall require the maintenance of order in the hearing room, may order the exclusion of witnesses, and may expel anyone who disturbs the hearing.
9. Objections. The Evidentiary Hearing Officer shall rule on objections raised by either party to the hearing.
10. Proof. The order of proof in the hearing shall be as follows:
 - A. The appointing authority shall present evidence in support of the charges;
 - B. The Employee or his counsel or representative shall produce such evidence as he may wish to offer in his defense;
 - C. Any party may then offer rebuttal evidence; and
 - D. If evidence relative to the fitness and suitability of the Employee is to be introduced, it may be introduced with evidence in support of the charges or after such evidence has been presented.

1. Official Notice.

1. Timing. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact, which may be judicially noticed by the courts of this state.
2. Record. Parties present at the hearing shall be informed of the matters to be noticed, and those matters shall be noted in the record, referred to therein or appended thereto.
3. Opportunity. The parties shall be given a reasonable opportunity on request to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the Evidentiary Hearing Officer.

m. Personnel Appeal Board Members.

1. Members. The Personnel Appeal Board will consist of five (5) members who shall be appointed by the Mayor with the approval of the Council. All appointments and reappointments shall serve for a term of four (4) years.
2. Vacancies. Vacancies on the Personnel Appeal Board shall be filled by appointment by the Mayor with the approval of the Council for the unexpired term. Each member shall serve until his successor is appointed and qualified.
3. Eligibility. Members of the Personnel Appeal Board shall be residents of this City. No person shall be appointed to the Personnel Appeal Board that holds any other City office or employment.

n. Findings and Decision.

1. Written Decision. The decision of the Evidentiary Hearing Officer, including findings of fact and recommendations, shall be reduced to writing and forwarded to the Human Resources Department within ten (10) working days after the conclusion of the Evidentiary Hearing.
2. Board Review. The Human Resources Department shall schedule a meeting for the Personnel Appeal Board to meet to review the decision of the Evidentiary Hearing Officer within five (5) working days of notice of the decision. The Personnel Appeal Board shall review the decision, and may sustain, reject, amend, or modify the imposed disciplinary action against the Employee. However, the Personnel Appeal Board may not, in any case, increase the penalty contained in the notice of intent to discipline.
3. Decision. The Personnel Appeal Board shall provide notice to the Human Resources Department of the action taken and the reasons therefor within ten (10) working days after the receipt of the decision of the Evidentiary Hearing Officer. The Human

Resources Department will distribute the written decision to all appropriate parties within five (5) working days. The Personnel Appeal Board decision shall be final.

Section 7.2 Disciplinary Actions

- a. Definition. As used in this section, “disciplinary action” shall mean a reduction in salary, suspension, demotion, or dismissal.
- b. Examples of Prohibited Behaviors. In order to promote efficiency, effectiveness, productivity, and cooperation among Employees, these guidelines identify types of behavior that are prohibited and may lead to corrective disciplinary action:
 1. Insubordination, including:
 - A. Refusal to follow a work order;
 - B. Insulting or demeaning the authority of a supervisor or manager; or
 - C. Foul or abusive language directed at a supervisor or manager.
 2. Intentional or negligent conduct that damages or results in the loss of City property or the property of another Employee. NOTE: property includes, but is not limited to, records, supplies, materials, uniforms, equipment, or facilities.
 3. Intentional or negligent misuse of City property or the property of another Employee.
 4. Removing the property of the City, of a City Employee, or of a visitor from the City premises without authorization.
 5. Theft or dishonesty.
 6. Fighting or provoking a fight on City time or property.
 7. Engaging in horseplay or other action that endangers City property or others or disrupts work.
 8. Harassing, threatening, intimidating, or coercing any other Employee, or member of the community, including any violation of the City Harassment Policy.
 9. Violation of the City Equal Employment Opportunity Policy.
 10. Abusive language or actions toward fellow Employees or general public.
 11. Failure to work cooperatively with others.
 12. Bringing or possessing weapons or any other dangerous devices onto City property while on duty, unless required by the City job classification.

13. Unauthorized use, sale, transfer, or possession of alcohol or any other non-prescribed drugs or controlled substances while on duty or while on City premises, or reporting to work under the influence of the use of alcohol, drugs, or controlled substances.
14. Gambling, conducting games of chance, or possessing gambling devices on City time or property.
15. Disregarding any safety, fire prevention, or security rule or practice, or engaging in activity that creates a safety, fire, or security hazard.
16. Sleeping during working time.
17. Failing to report a work-related accident or injury within the prescribed time period.
18. Causing or attempting to cause dissension or disruption of the work of others.
19. Soliciting or accepting reimbursement or gratuities for services during working hours or while on City premises.
20. Unauthorized vending, solicitation, or sales of goods or services during working hours or while on City premises.
21. Entering an unauthorized area at any time.
22. Smoking in a restricted area at any time.
23. Unreported absence of three (3) consecutive workdays.
24. Excessive tardiness or unscheduled absenteeism.
25. Absence without prior approval or failing to notify his/her supervisor of absence and the reason for absence prior to the start of a shift, according to departmental regulations and procedures.
26. Leaving City premises or his/her assigned work area during working hours without permission.
27. Failure to abide by lunch or break periods or working unauthorized overtime.
28. Failing to meet acceptable performance standards or maintain satisfactory performance.
29. Recording another Employee's time.
30. Submitting an employment application containing false or misleading information.

31. Falsifying or destroying any City record, including but not limited to, any time keeping record or inspection record.
 32. Refusal to perform work assignment
 33. Neglect of work.
 34. Unauthorized use of City buildings, equipment, or materials, including but not limited to, unauthorized knowledge, discussion, reproduction, or dissemination of Employee records or files.
 35. Conviction of a felony or conviction of a misdemeanor involving moral turpitude that relates to the Employee's ability to perform the duties of his/her position. For purposes of these rules, a plea of nolo contendere or "no contest" will constitute a conviction.
 36. Engaging in political activities during assigned hours of work.
 37. Refusing to take or subscribe to any oath or affirmation that is required by law in connection with employment.
 38. Failing to obtain or maintain any required license, registration, permit, or status required of position, including, but not limited to, insurability to operate any and all vehicles and equipment required of position.
 39. Any other misconduct which affects the work environment or any other violation of established City or departmental or operational procedures.
 40. Failure to comply with established City or departmental or operational procedures.
- c. Corrective Disciplinary Action. Management Employees have the right to counsel, warn, or reprimand Employees for a violation of the above-listed prohibited behaviors and to take corrective disciplinary action when necessary. Supervisors will prepare a written document in the form of a counseling memorandum, written warning, or reprimand. A counseling memorandum will be retained by the Employee's supervisor in a supervisor's working file. Written warnings and reprimands and records of disciplinary actions will be placed in an Employee's personnel file.
 - d. Procedures Preceding Administration of Disciplinary Action. Prior to administering any disciplinary action to a permanent Employee (excluding warnings, reprimands, or disciplinary probation) the department head or his/her designee shall serve written notice on the Employee, personally, or by certified mail at least five (5) working days prior to the effective date of the disciplinary action. The written notice shall include:
 1. A description of the action to be taken and the effective date or dates.

2. A statement of the reasons for such action, including the acts or omissions on which the disciplinary action is based.
 3. A statement advising the Employee of the right to respond either verbally or in writing to the disciplinary authority prior to the effective date of the proposed discipline.
 4. A statement advising the Employee that he/she may represent himself/herself or may be represented by a person of his/her choosing.
 5. A statement that a copy of the materials upon which the proposed action is based is available for inspection upon request.
 6. A statement that if the proposed discipline is imposed by the department head, the Employee(s) has a right to appeal such action at Step 3 in the formal grievance procedure specified herein.
 7. Upon request by the affected Employee, the City may extend the time for response from the Employee, provided that such extension will not have a detrimental effect on the City.
- e. Administration of Disciplinary Action. Upon expiration of the period allowed for Employee response and after having given consideration to any response filed by the affected Employee, the appropriate disciplinary action may be administered by the Employee's department head. The consideration of said response including the adjustment, modification, or sustaining of the disciplinary action shall be by the next level non-unit supervisor, or by an appointee of the department head if there is no supervisor (other than the department head) higher than the management Employee proposing the discipline.
- f. Extraordinary Circumstances.
1. In those extraordinary circumstances wherein the City Manager or department head determines that the nature of the Employee's act or the charges against him/her are such as to require the Employee's immediate removal from the job site, the Employee may be suspended for not more than four (4) days pending service of the notice of disciplinary action and the effective date of the disciplinary action. In the case that discipline is not upheld, the Employee shall be reinstated with all wages and benefits.
 2. If, in the opinion of the City Manager or the department head, the Employee's behavior is such that he/she is temporarily unable to perform his/her job and the intent is to remove him/her from the job site until he/she is able to return and function adequately, said Employee may be placed on leave and sent home until determined by the City Manager or department head that he/she is able to function adequately.
- g. Releasing of Information Relative to Disciplinary Actions. In the interest of preventing undue embarrassment and subsequent loss of ability to perform City work effectively, the

following policy will prevail regarding release of information by the City to the news media on personnel actions:

1. No information shall be released without prior approval of the City Manager.
 2. No information will be released until final action has been determined and taken.
 3. Even after final disposition of the matter, no details will be released other than the exact nature of the action taken and then nothing shall be released which constitutes an invasion of privacy.
- h. Demotion. An Employee may be demoted when his/her performance is unsatisfactory, or as the result of disciplinary action administered pursuant to subsection B of this Section of the Agreement for reasons set forth herein (Disciplinary Actions – Examples of Prohibited Behaviors) or when the Employee requests such demotion. An Employee must meet the minimum qualifications of the position to which he/she is being demoted. Written notice of a demotion for disciplinary reasons shall be given as provided herein. When an Employee is demoted for disciplinary reasons, his/her salary shall be set within the salary schedule of the new grade of the Employee effective on the first day of the payroll period following the effective date of the demotion.
- i. Suspension. An Employee may be suspended with or without pay at any time as the result of disciplinary action administered pursuant to this Section of this Agreement for reasons set forth herein (Disciplinary Actions – Examples of Prohibited Behaviors). Written notice of the suspension shall be given as provided herein.
- j. Salary Reduction. An Employee may have his/her salary temporarily reduced as the result of disciplinary action administered pursuant to this section of this Agreement for reasons set forth herein (Disciplinary Actions – Examples of Prohibited Behaviors). The reduced salary level may be at any level within the Employee's salary schedule effective on the first day of the payroll period following the effective date of the disciplinary action.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

Section 8.1 Uniforms and City Shoes

- a. Uniforms. The City will provide uniforms, including a winter jacket, to Employees covered by this Agreement.
1. Winter Jackets. The City will replace winter jackets in even numbered years.
 2. T-Shirts. The City will provide t-shirts prior to June 1st of each year.
- b. Safety Shoes. Employees covered by this Agreement will receive reimbursement for safety shoes, with receipt, in an amount up to three hundred dollars (\$300), annually. Employees hired before July 1, 2015 will receive three hundred dollars (\$300) annually for purchasing and maintaining such safety shoes. Failure to wear such shoes shall be grounds for disciplinary actions.

- c. Employee Obligations. Exceptional circumstances notwithstanding, all Employees who are provided with, or receive payment for, uniforms or safety shoes, as set forth above, are required to wear these uniforms and safety shoes and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City.
- d. Replacement. An Employee may be required to replace any uniform or safety shoes at the Employee's expense if it is determined that the item is damaged or lost as a result of failing to properly use, care for, or keep up such property.
- e. Shorts. Employees shall be allowed to wear shorts instead of pants.

Section 8.2 Retirement

Each Employee covered by this Agreement shall be placed in the California Public Employees Retirement System ("CalPERS")'s two percent (2%) at fifty-five (55) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. Effective June 26, 2012, the Employee shall pay the full Employee portion of seven percent (7%). Employee contributions will be paid pre-tax under IRS §414(h)(2).

New Employees hired by the City on or after January 1, 2013, that are not members of CalPERS, shall be placed in the CalPERS two percent (2%) at sixty-two (62) retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. Employee's required contribution amount shall be as determined by CalPERS.

Section 8.3 Repair or Replacement of Employee's Personal Property

- a. Repair/Replacement. The City shall reimburse an Employee for the repair or replacement of personal property damaged in the performance of his/her duties, except where said repair or replacement is the result of negligence on the part of the Employee. Personal property includes such items as eyeglasses, hearing aids, dentures, watches, personal equipment, and articles of clothing. Personal cell phones are excluded and not eligible for reimbursement.
- b. Assignment. The Employee assigns the right of action against anyone from loss or damage to personal property up to the amount paid by the City, and will allow any suit to be brought in his/her name by the City, at City's expense. Prior to the City commencing any civil action to recover City monies expended pursuant to this section, City shall notify the affected Employee of said fact.

ARTICLE IX – WATER TREATMENT AND WASTEWATER TREATMENT OPERATORS

The following provisions of Article IX apply to the Certified Water Treatment Plant Operators and Certified Wastewater Treatment Plant Operators, only, and are in addition to the provisions applicable to all Employees. These provisions supersede any provisions of the City Personnel Rules and Regulations or of the Agreement to the contrary.

Section 9.1 Standby Pay

- a. Purpose. In order to ensure prompt responses to emergency situations, the City may place Employees on a “standby” status.
- b. Rate. Employees assigned to such status shall be paid the equivalent of thirteen (13) hours at the Employee’s regular rate of pay for each week that he/she is on “standby.” In lieu of pay, an Employee assigned to “standby” status may add the standby hours provided in this Section to compensatory time. Any Employee actually called to duty while on standby shall be paid for each callback pursuant to Section 5.6.
- c. Trade. An Employee assigned to “standby” status may trade such duty with another Employee, provided the plant supervisor is given at least one (1) week advance notice under normal circumstances and reasonable notice in emergency situations.
- d. Illness/Emergency. Except for personal illness or unforeseeable emergency, an Employee who is unable to report to work, or cannot be located within a reasonable period of time, shall forfeit the “standby” pay and shall be removed from “standby” status for the week in question. For purposes of this section, an Employee who is on “standby” shall, in the event of illness or emergency, notify the applicable supervisor as soon as practicable.

Section 9.2 Callback Pay

- a. Rate. An Employee who has been released from work and is called back to duty shall be paid for the time actually worked or three (3) hours, whichever is greater, at one and one-half (1.5) times the Employee’s regular rate of pay. Regularly-scheduled overtime shall not result in callback pay. Whenever an Employee is called out multiple times within a two (2) hour period, the additional call outs within these two (2) hours will count as one (1) call out for “callback pay” purposes.
- b. Accumulation. Callback pay compensation may be accumulated as compensatory time pursuant to the City’s Personnel Rules and Regulations.

Section 9.3 Higher Certification Pay

- a. Water Treatment Operators.
 1. Eligibility. Water Treatment Operators who maintain a Water Distribution and/or Water Treatment Certification higher than the certification required by the classification that the Employee occupies shall be eligible for additional compensation.
 2. Compensation. The additional compensation for eligible Employees shall be as follows:
 - A. Higher Water Distribution Certification: four percent (4%) of base salary
 - B. Higher Water Treatment Certification: four percent (4%) of base salary

- C. Both Higher Water Distribution and Higher Water Treatment Certification: eight percent (8%) of base salary

b. Wastewater Treatment Operators.

1. Eligibility. Wastewater Treatment Operators who maintain a Higher Operator's Certification or a California Water Environmental Association (CWEA) Technologist's Certification higher than the certification required by the classification that the Employee occupies shall be eligible for additional compensation.
3. Compensation. The additional compensation for eligible Employees shall be as follows:
 - A. Higher Operator's Certification: four percent (4%) of base salary
 - B. CWEA Technologist's Certification: four percent (4%) of base salary
 - C. Both Higher Operator's Certification and CWEA Technologist's Certification: eight percent (8%) of base salary
2. Exception. Employees receiving pay for CWEA Technologist Certification prior to the adoption of this Agreement shall continue to receive said pay at the same rate so long as the certification(s) remain current and valid. An Employee is eligible to continue to receive the higher certification pay described herein only as long as the certification remains current and valid.

Section 9.4 Educational Reimbursement

- a. Tuition Reimbursement. The City subscribes to and supports an educational tuition reimbursement and professional development program for the benefit of Employees who want to further or continue their education. Employees shall be eligible for reimbursement of up to one thousand one hundred twenty-five dollars (\$1,125) per year for tuition reimbursement and/or professional development.

1. Guidelines:

- A. Employees who, in their sole discretion, want to broaden their knowledge by pursuing academic training and higher education on their off-duty hours may receive reimbursement for expenses as provided herein. Under this program, reimbursement is available for "Regular" Employees who are performing their job in a satisfactory manner.
- B. Expenses for reimbursement include: tuition/registration, parking fees, books and required material, and if training is out of Imperial County and job-related, additional expenses will be allowed (hotel, gas, food), as approved by the Department Head and Human Resources prior to travel and with the appropriate receipts:

- (1) 1 Day Training: up to \$50.00
- (2) 2 Day Training: up to \$100.00
- (3) 3 Day Training: up to \$150.00
- (4) 4 Day Training: up to \$200.00
- (5) 5 Day Training: up to \$250.00
- (6) CWEA and SWRCB Dues and Taking same Exam up to Three (3) Times for Higher Certification

- b. Continuing education under this program is defined as postsecondary college level course work necessary to obtain a diploma or degree. Reimbursement will be subject to criteria under Section 11.3 A under City Rule and Regulations. Professional Training. Employees covered under this article are eligible for Professional Development Training in accordance with the City Rules and Regulations, Section 11.3 B.

Section 9.5 Backflow Pay

The City agrees to discuss this item upon request from the group.

Section 9.6 Bilingual Pay

After being certified to use conversational Spanish in addition to English, the position of Pretreatment Coordinator shall be compensated at the rate of forty dollars (\$40.00) per pay period. Examinations shall be conducted at least quarterly, in accordance with the City's adopted guidelines for testing and certifying the language proficiency of such Employees. The City shall monitor, during the term of this Agreement, the effectiveness of bilingual pay and the necessity to use Spanish as part of the affected Employees' work activities.

Section 9.7 Annual Leave

- a. Accrual. Employees shall accrue annual leave as indicated in the City's Personnel Rules and Regulations.
- b. Scheduling. Employee requests to take annual leave shall be approved or disapproved by the Employee's supervisor, taking into consideration Employee dates of hire with due regard for the wishes of the Employee and the needs of the organizational unit in particular.
- c. Payment of Annual Leave Hours upon Separation. Employees who are separated from City service shall be paid for any accrued annual leave at the Employee's current rate of pay on the date of separation.

- d. In Lieu. Employees with current vacation and sick leave time shall continue to use such leave in lieu of annual leave as required until exhausted.
- e. Cash Out of Annual or Vacation Leave.
 - 1. Cap. No annual leave or vacation leave will be accrued above the maximum annual accrual rate at any time or for any reason.
 - 2. Cash Out. For the current Agreement and the successor agreement currently under negotiations, an Employee shall be allowed to cash out only the amount of the denied vacation leave hours, up to the maximum of eighty (80) hours when:
 - A. He/she has taken a minimum of one (1) week of annual leave or vacation leave during the current fiscal year;
 - B. He/she thereafter is denied a request to take additional annual leave or vacation leave in that fiscal year because of department or city workload or reasons beyond the control of either party to this Agreement; and
 - C. He/she for such reason is unable to take said annual leave or vacation leave by the end of that fiscal year without triggering overtime the City
 - 3. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under PERS and is not part of the regular rate of pay.

ARTICLE X – CERTIFIED WATER DISTRIBUTION OPERATORS/SEWER (CWDO)

The following provisions of Article X apply only to the Certified Water Operators/Sewer and are in addition to the provisions applicable to all Employees. These provisions supersede any provisions of the City Personnel Rules and Regulations or the Agreement to the contrary. These provisions differ from those for the other two groups because they were carried over from the previous Agreement when the CWDO were a member of the Teamster's bargaining unit.

Section 10.1 Callback Pay

An Employee who has been released from work and is called back to duty shall be paid for the time actually worked or three (3) hours, whichever is greater, at one and one-half (1.5) times the Employee's regular rate of pay. Regularly-scheduled overtime shall not result in callback pay. Whenever an Employee is called out multiple times within a three (3) hour period, the additional call outs within these three (3) hours will count as one (1) call out for "callback pay" purposes.

Section 10.2 On-Call Pay

- a. Purpose. In order to ensure prompt responses to emergency situations, the City may place Employees on "on-call" status.

- b. Availability. Employees assigned to on-call status shall be available and able to report for work in less than one (1) hour.
- c. Rate. Employees assigned to on-call status shall be paid the equivalent of ten (10) hours at the Employee's base rate of pay for each week, or fraction thereof, that he/she is "on-call."
- d. Called to Duty. Any Employee actually called to duty while on-call shall be paid pursuant to Section 10.1 (Callback Pay) above. An Employee who is unable to report to work or cannot be located shall forfeit "on-call" pay and be removed from "on-call" status for the week in question.

Section 10.3 Bilingual Pay

- a. Eligibility. Employees are only eligible to receive bilingual pay if they have been certified to use a foreign language in a City-administered exam testing language proficiency, if their position occupied has been "designated" to receive such pay by the Human Resources Director, and if the use of a foreign language is a necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public.
- b. Amount. Employees eligible for bilingual pay will receive forty dollars (\$40.00) per pay period.
- c. Examinations. Eligible Employees who desire to receive bilingual pay may request to be examined for proficiency in a foreign language by submitting a memorandum to their department head. The department head must sign the memorandum to certify that the use of a foreign language is a necessary part of their daily work activities and used for work purposes during the majority of time spent in communication with the public. The memorandum should then be forwarded to the Human Resources Department. Tests will be arranged through the Human Resources Department.
- d. Expectations. Employees receiving bilingual pay are expected to translate for Employees who are not bilingual in the event such services are needed, even if the Employee needing assistance is not from the same department or work unit.
- e. Monitoring. Department heads will be responsible for monitoring the Employees in their respective departments who are receiving bilingual pay to ensure the use of a foreign language is a necessary party of their daily work activities. Audits may be conducted by the Human Resources Department at any time.

Section 10.4 Work Schedules

- a. Work Period. The work period is seven (7) days commencing at 12:01 a.m. Tuesday. Employees shall be scheduled to work five (5) consecutive eight (8) hour workdays followed by two (2) consecutive days off during each work period.

- b. Rest Period. Two (2) fifteen (15) minute rest periods shall be granted each workday scheduled at or about the midpoint of the start of the shift and the meal period, and at or about the midpoint between the end of the meal period and the end of the work shift.
- c. Meal Period. All Employees shall be granted a duty-free, nonpaid lunch period of at least thirty (30) minutes at or about the midpoint of each work shift.

Section 10.5 Education

- a. Educational/Training Incentive Pay. An Employee covered by this Agreement who has attained or who attains a higher level of education or training than is required for his/her position, as certified by the Department of Human Resources, shall receive educational incentive pay pursuant to this section, as follows:
 - 1. Amounts.
 - A. Associate of Arts or Sciences Degree: \$50 per pay period.
 - B. Bachelor of Arts or Sciences Degree: \$75 per pay period.
 - C. Master's Degree: seventy-five dollars \$100 per pay period.
 - D. Water Collection Certification: thirty dollars \$30 per pay period.
 - E. Appropriate water distribution certification, per a revised job description, for Certified Water Distribution Operators/Sewer in the Underground Utilities, if Employee was hired on or before February 1, 2005: 1.5% of base salary per month
 - F. Higher Water Distribution Certifications than required by job classification: 2% of base salary per month
 - 2. Approval. All degrees must be from an accredited university/college and approved by Human Resources.
- b. Education Reimbursement and Professional Development Program. Employees covered under this article are eligible for Professional Development Training in accordance with the City Rules and Regulations, Section 11.3.

Section 10.6 Vacation Leave

- a. Eligibility. All Employees shall be eligible for vacation leave in accordance with the City Rules and Regulation, Section 10.5 with pay except for the following:
 - 1. Scheduling. The time during a calendar year at which an Employee may take vacation leave shall be determined by the department head with due regard for the wishes of the Employee and particular regular regard for the needs of the department. Request for

vacation leave shall be responded to within a reasonable period of time. Vacation leave may not be taken in increments of less than four (4) hours unless this requirement is expressly waived by the City. Written approval on forms provided by the City in accordance with departmental procedures is required for vacation leave.

- b. Hardship. An Employee may cash-out vacation leave only in the event of a financial emergency where: (i) the Employee can demonstrate that he/she has a real financial emergency caused by an event beyond his/her control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. City Manager, or designee will determine, at his/her sole discretion, whether an emergency exists and the extent of the financial need.

Section 10.7 Sick Leave

- a. Eligibility. All permanent, part-time permanent, and probationary Employees who have completed the equivalent of one (1) month of service are eligible for sick leave.
- b. Accrual. Sick leave shall accrue on a biweekly basis for all eligible Employees who are on a pay status for fifty percent (50%) or more of that bi-weekly period. Sick leave shall accrue at the rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.
- c. Accumulation. Sick leave hours may be accumulated without restriction.
- d. Sick Leave Conversion. An Employee whose retirement date is within four (4) months of separation from employment may, in accordance with Govt. Code §20965, convert all unused sick leave to additional service credit at the rate of four one thousandths (0.004) for each day of sick leave (two hundred fifty (250) sick leave days = one (1) additional year of service credit).

ARTICLE XI –COMPENSATION SURVEY

- a. Compensation. Within the first twelve (12) months of the Agreement, the City shall have a third-party consultant conduct a total compensation survey for all enterprise-funded positions. Compensation study shall include classifications with comparable MQs as well as data for any certificate pays offered by other employers Water Unit and the City will meet regarding comparator agencies. At the completion of a total compensation survey, Water Unit can reopen this Agreement to bargain salary.


ARTICLE 12 – REMOVAL OF STANDARDIZED PROVISIONS

Both Parties agree to continue meeting and conferring on updating the City's Personnel Rules and Regulation, with the goal of removing universal policies from this Agreement and placing them in the City's Personnel Policies and Procedures.

ARTICLE 13 – COVERAGE AND EFFECTIVE DATES

This Agreement applies only to those unit members who are employed by the City at the time and when the City Council approves this Agreement. Except as otherwise provided herein the terms of this Agreement are effective upon adoption of this Agreement by the City Council. This Agreement shall remain in full force and effect through June 30, 2025, or until a successor agreement is adopted by the City Council.

CITY OF EL CENTRO


By _____
Tomas Oliva, Mayor

ATTEST:

By _____
Norma Wyles, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

By _____
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 22- 91 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 16th day of August, 2022 by the following vote:

AYES:	Viegas-Walker, Oliva, Cardenas-Singh, Marroquin
NOES:	None
ABSENT:	Garcia
ABSTAINED:	None

By _____
Norma Wyles, City Clerk

I agree to the foregoing:

Matthew T. Hantwell
Name

[Signature]
Name

Name

Name

Name

Name

APPENDIX A- Certified Water Treatment Plant Operators, Certified Wastewater Treatment Plant Operators, and Certified Water Distribution Operators/Sewer

CLASSIFICATION	GRADE
Wastewater Maintenance Worker	W3
Water Maintenance Worker	W3
Utility Field Representative	W3
Lead Utility Field Representative	W7
Water Treatment Plant Shift Operator	W9
Water Treatment Plant Operator Lead	W11
Chief Water Operator	W13
Laboratory Technician	W7
Wastewater Treatment Plant Operator II	W7
Pretreatment Coordinator	W7
Wastewater Treatment Plant Shift Operator	W9
Wastewater Treatment Plant Lead Operator	W11
Chief Plant Operator	W13
OPERATOR IN TRAINING POSITIONS	
OIT – Possession of Operator 1 Certificate within one year from date of hire	OIT
OIT - Possession of Operator 1 Certificate	OIT-1
OIT – Possession of Operator 2 Certificate	OIT-2
OIT – Possession of Operator 3 Certificate	OIT-3
OIT – Possession of Operator 4 Certificate	OIT-4
OIT – Possession of Operator 5 Certificate	OIT-5
Certified Water Distribution Operator/Sewer 1	U6
Certified Water Distribution Operator/Sewer 2	U7
Certified Water Distribution Operator/Sewer Lead	U8

Effective first full pay period for July 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
W3	3274	3479	3684	3888	4093	4298
W7	4455	4734	5012	5291	5569	5848
W9	5159	5482	5804	6127	6449	6772
W11	5684	6039	6395	6750	7105	7460
W13	6122	6504	6887	7269	7652	8035
OIT	3148	3345	3542	3738	3935	4132
OIT-1	3398	3611	3823	4036	4248	4460
OIT-2	3672	3902	4131	4361	4590	4820
OIT-3	3966	4213	4461	4709	4957	5205
OIT-4	4282	4550	4818	5085	5353	5620
OIT-5	4626	4915	5204	5493	5782	6071
U6	4211	4474	4738	5001	5264	5527
U7	4455	4734	5012	5291	5569	5848
U8	4678	4971	5263	5556	5848	6140

Effective first full pay period for July 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
W3	3339	3549	3758	3966	4175	4384
W7	4544	4829	5112	5397	5680	5965
W9	5262	5592	5920	6250	6578	6907
W11	5798	6160	6523	6885	7247	7609
W13	6244	6634	7025	7414	7805	8196
OIT	3211	3412	3613	3813	4014	4215
OIT-1	3466	3683	3899	4117	4333	4549
OIT-2	3745	3980	4214	4448	4682	4916
OIT-3	4045	4297	4550	4803	5056	5309
OIT-4	4368	4641	4914	5187	5460	5732
OIT-5	4719	5013	5308	5603	5898	6192
U6	4295	4563	4833	5101	5369	5638
U7	4544	4829	5112	5397	5680	5965
U8	4772	5070	5368	5667	5965	6263

Effective first full pay period for July 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
W3	3406	3620	3833	4045	4258	4472
W7	4635	4925	5214	5505	5794	6084
W9	5367	5703	6038	6375	6710	7046
W11	5914	6283	6653	7023	7392	7761
W13	6369	6767	7165	7563	7961	8360
OIT	3275	3480	3685	3889	4094	4299
OIT-1	3535	3757	3977	4199	4420	4640
OIT-2	3820	4060	4298	4537	4775	5015
OIT-3	4126	4383	4641	4899	5157	5415
OIT-4	4455	4734	5013	5290	5569	5847
OIT-5	4813	5114	5414	5715	6016	6316
U6	4381	4654	4930	5203	5476	5751
U7	4635	4926	5214	5505	5794	6084
U8	4867	5171	5475	5780	6084	6388