RESOLUTION NO. 18-109

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO IDENTIFYING, RECOGNIZING AND ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED POLICE MANAGEMENT EMPLOYEES

WHEREAS, the City Council wishes to identify and recognize all current employees that are in Unrepresented Police Management classifications; and

WHEREAS, the City Council wishes to declare that all of these classifications are presently unrepresented and are not members of any employee labor group for purposes of collective bargaining or representation; and

WHEREAS, it is the intent of the City Council that all of the classifications listed in this resolution be exempt under State and Federal Fair Labor Standards Act statutes, rules and regulations; and

WHEREAS, currently, the Unrepresented Police Management Employees are compensated pursuant to Resolution No. 15-47 adopted June 2, 2015; and

WHEREAS, the City Council finds that it is in the best interests of the City to adopt this resolution at this time identifying and recognizing all of the classifications that presently belong to this group known as Unrepresented Police Management Employees.

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. That Resolution No. 15-47 is hereby repealed.

3. That the classifications belonging to this group, hereinafter known as the City Unrepresented Police Management Employees are:

   Police Commander
   Executive Commander

4. The terms and conditions of employment for each classification listed above and hereby established upon adoption are:

   a. **Salary and Performance Increases:**

      Each of the employees herein shall receive no less than the cost of living adjustment and merit increases for their pay and classifications as agreed upon with all other safety employee groups, whichever is higher. These increases shall be on the same terms and conditions as granted to the aforementioned groups.

      1. No employee shall be paid less than Step 1 or more than Step 11.
2. For fiscal year 2018/2019, employees will receive a cost of living adjustment of 5% of base salary as of July 3, 2018, but will not be eligible for a step increase.

3. For fiscal year 2019/2020, employees will receive a cost of living adjustment of 5% of base salary as of July 2, 2019, but will not be eligible for a step increase.

4. For fiscal year 2020/2021 and from July 1, 2020 to December 31, 2021, employees will be eligible for a maximum of two (2) step increases on their anniversary date (as defined below) beginning on July 1, 2020 and ending on December 31, 2021, conditioned upon the following:

   a. The Employee’s evaluation must rate his/her performance satisfactory or better;
   b. 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 merit increase will be retroactive to the anniversary date.

5. Effective as of July 1, 2018, Step 11 shall be added to salary steps. All employees who have been in Step 10 for five continuous years and receiving satisfactory or higher performance evaluations during those five years shall be placed on Step 11 as of their anniversary date.

6. Future step increases, except for Step 11, beyond the term of this MOU on December 31, 2021 shall be available only upon future agreement of the City pending the outcome of negotiations for the success MOU.

b. Administrative Leave: Effective July 1, 2010, employees covered by this resolution shall receive sixty-four (64) hours of paid Administrative Leave per year effective July 1 of each year on a non-accrual basis; provided, however, that an employee joining the City’s professional staff after December 31 of a fiscal year shall receive twenty (20) hours of paid Administrative Leave during that year. Any Administrative Leave time remaining in an employee's account as of June 1 of each year may be converted to cash; provided, however, that the total leave converted shall not exceed forty (40) hours. Administrative Leave provided pursuant to this section shall not be considered "vacation leave" within the meaning of section 227.3 of the Labor Code, and any remaining Administrative Leave time remaining as of June 30 shall be forfeited.

c. Retirement:

1. Each employee covered by this agreement shall be placed in the California Public Employees’ Retirement System (“CalPERS”) three percent (3%) at fifty (50) 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 employee portion of nine percent (9%). Employee contributions will be paid pre-tax under IRS section 414 (h)(2).

2. Employees hired on or after January 1, 2013 that are considered “new employees” or “new members” as those terms are defined in the California Public Reform Act of 2013 (“PEPRA”) shall be placed in the CalPERS two and seven-tenths percent (2.7%) at fifty-
seven (57) 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.

The City will continue to contract with CalPERS to provide the compensation benefit option (Government Code §20042) for those employees hired prior to January 1, 2013 that are not considered “new employees” or “new members” as those terms are defined in PEPRA. For “new employees” or “new members” as those terms are defined in PEPRA hired on or after January 1, 2013, the City will contract with CalPERS to provide the highest average annual thirty-six (36) months (Government Code §7522.32).

3. The City will continue to contract with CalPERS to provide the one (1) year final compensation benefit option (Government Code section 20042) for covered employees. The City will continue to contract with CalPERS to provide for the fourth (4th) level of 1959 Survivor benefit (Government Code §21583) for all employees covered by this MOU. The City will pay the applicable employer cost, and each employee will the applicable employee cost.

d. Tuition Reimbursement: Employees covered by this resolution shall be eligible for reimbursement of educational tuition and expenses paid by the employee for professional growth and development undertaken by the employee on the employee’s own time. Included expenses are tuition, textbooks and registration. The reimbursement shall be limited to a maximum of one thousand four hundred dollars ($1,400) per fiscal year and under the guidelines of the City’s Personnel Rules and Regulations.

e. Education Incentive Pay: Employees covered by this resolution shall be paid one hundred dollars ($100) per pay period for an advance degree (Masters, Doctorate, Juris Doctor) from an accredited university/college that has been approved by the Human Resources Department. Employees will not be paid more than the seventy-five dollars ($100) per pay period.

f. Longevity Pay: Employees covered by this resolution shall not be entitled to longevity pay.

g. Bilingual Pay: An employee in each position designated by the Human Resources Director, after consultation with the affected Department head, who is certified to use conversational Spanish in addition to English shall be compensated at the rate of forty ($40) per pay period effective immediately with approval of Human Resources. The City shall, during the term of this agreement, monitor the effectiveness of bilingual pay and the necessity to use Spanish as part of the affected employee’s work activities.

h. Higher Job Classification: An employee who is assigned the duties of a higher job classification shall receive a ten (10%) increase over their regular base rate of pay for all hours that the employee is assigned to such duties.

i. Clothing Allowance:

1. Effective July 1, 2017, employees will receive one thousand five hundred dollars ($1,500) annually, seven hundred and fifty dollars ($750) payable in July and January and will be paid by separate check. Employees shall furnish, upon request by the City, copies of the receipts for the purchase or maintenance of uniforms or clothing prescribed by the City.
2. An employee hired after the beginning of a fiscal year shall receive a pro-rata amount of the yearly allowance, and an additional sum of six hundred dollars ($600) for the initial purchase of uniforms. Payments made pursuant to this paragraph shall be paid as soon as practicable after the date of hire.

j. **Medical Insurance:**

1. 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. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

   Employee Only – Up to $672.28 per month  
   Spouse - Up to $997.34 per month  
   Child(ren) - Up to $941.98 per month  
   Spouse & Children - Up to $1,255.88 per month

2. The employee shall have the option of participating in the "buy-down level" of said program and receiving the difference in premium as a credit on their paycheck. 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.

k. **Life Insurance:**

1. From July 1, 2018 to December 31, 2018, the City shall provide term life insurance and accidental death and dismemberment coverage in the amount of twenty thousand ($20,000) each for all employees covered by this MOU.

2. From July 1, 2018 to December 31, 2018, to supplement insurance coverage in (a) above, the City shall provide an additional fifty thousand dollars ($50,000) of group term life insurance for all employees covered by this MOU.

3. Effective January 1, 2019, the City agrees to provide term life insurance and death and dismemberment coverage in the total amount of seventy-five thousand dollars ($75,000) each for all employees covered by this MOU.

4. **Payroll Deductions for Additional Life Insurance.** In addition to the amounts provided under paragraph a and b, the City agrees to make payroll deductions and send them to the insurance carrier for members of this unit who decide to purchase an additional one hundred thousand dollars ($100,000) of group term life insurance for any employee covered by this agreement. The condition is that each employee or member covered hereby shall be responsible for making the changes to the coverage and requesting said payroll deductions.

l. **Disability Insurance:** The City shall provide short and long-term disability insurance
coverage for employees covered by this resolution.

m. **Retiree Insurance:** Employees covered by this agreement who retire from the City shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program. If the sum of an employee's age (expressed in years and complete months) plus the years of service credit with the City of El Centro (as reflected in CalPERS' records) totals seventy (70) or more upon retirement, the City shall pay six hundred nineteen dollars and one cent ($619.01) towards the employee only portion of said insurance at the "core level" until the employee reaches age sixty-five (65). During this time, insurance coverage will be available for the employee’s dependents at the employee’s expense. At age sixty-five (65), the retired employee may elect to continue said insurance coverage, including dependent coverage, at the employee’s expense.

n. **Annual Leave:** Effective July 1, 2010, annual leave is provided to employees for the purposes of rest and relaxation from their duties and for attending to medical situations and personal business.

1. **Eligibility.** Employees shall be eligible to take annual leave after completion of one (1) month continuous full-time service.

2. **Accrual.** Annual leave shall accrue bi-weekly for all eligible employees who are in a pay status according to the following schedule:

<table>
<thead>
<tr>
<th>Months of Continuous Service</th>
<th>Accrual Rate Per Pay Period</th>
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</thead>
<tbody>
<tr>
<td>0-60</td>
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<td>61-72</td>
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<td>73-84</td>
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<tr>
<td>97-108</td>
<td>8.00 hours</td>
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<td>109+</td>
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3. **Accumulation.** Annual leave shall not be accumulated for more than three (3) times the yearly allowance without written approval from the City Manager.

4. **Scheduling.** Employee requests to take annual leave shall be approved or disapproved by the employee’s supervisor, taking into consideration employee dates of hire, due regard for the wishes of the employee and particular regard for the needs of the organizational unit.

5. **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.

o. **Bereavement Leave:** In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence for up to three (3) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, the employee may be granted one (1) additional day of bereavement leave. During such leave, the employee shall be paid his/her regular salary; provided, however, that prior approval for the use of such leave is obtained from the employee's supervisor. The employee's immediate family shall be defined
as: spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild. Documentation of the date and location of the funeral and the date of burial shall be furnished by the employee upon request of the City.

p. **Holidays:** Employees covered by this resolution shall be granted the following paid holidays:

1. The first (1st) day of January - New Year’s Day;
2. The third (3rd) Monday in January - Martin Luther King, Jr. Day;
3. The third (3rd) Monday of February – President’s Day;
4. One half day on the afternoon of the Friday before Easter - Good Friday;
5. The last Monday of May - Memorial Day;
6. The fourth (4th) day of July - Independence Day;
7. The first (1st) Monday in September - Labor Day;
8. The eleventh (11th) day of November - Veteran's Day;
9. The fourth (4th) Thursday in November - Thanksgiving Day;
10. The day following the fourth (4th) Thursday in November, known as the day after Thanksgiving;
11. The twenty-fifth (25th) day of December - Christmas Day;
12. The anniversary of the birth of the employee.
13. One-half (.5) day on the afternoon of December twenty-fourth (24th); and
14. One-half (.5) day on the afternoon of December thirty-first (31st).
15. When the twenty-fourth (24th) day and the thirty-first (31st) day of December falls on either a Saturday or Sunday, each half day holiday shall be taken on the Friday preceding December twenty-fourth (24th) and December thirty-first (31st).

Any birthday holiday which is not observed during the pay period in which it falls shall be converted to annual leave and added to the employee's annual leave balance, provided such request is made on the employee's time sheet for the payroll period in which the birthday holiday falls. If such request is not made, the birthday holiday shall be considered forfeited.

q. **Personnel Rules:** Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the City's Personnel Rules and Regulations, the provisions of the terms and conditions of employment set forth in this resolution shall prevail.

r. **Cash out of Vacation or Annual Hours:**

Employees covered by this Agreement may sell back up to one-hundred (100) vacation or annual leave hours for fiscal year 2018/2019. After fiscal year 2018/2019 and for the rest of the term of this MOU, employees may sell back up to fifty (50) hours of vacation or annual leave hours. Employees may not go below eighty (80) hours of accumulated vacation or annual leave. The request to sell back vacation or annual leave hours may be made only once per fiscal year in the month of November for payment on the first pay period in December. Employees shall send the request to sell back vacation or annual leave to the Human Resources Director and once approved, the request will be sent to payroll for processing.
s. Classification and Grades:

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<thead>
<tr>
<th></th>
<th>P-21</th>
<th>P-22</th>
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<tbody>
<tr>
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<tr>
<td>Executive Commander</td>
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t  Pay Grades, Classification and Salary:

EFFECTIVE JULY 3, 2018

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 20\textsuperscript{th} day of November 2018.

CITY OF EL CENTRO

By Cheryl Viegas-Walker, Mayor

ATTEST:

By L. Diane Caldwell, 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, L. Diane Caldwell, City Clerk of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 18-109 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 20\textsuperscript{th} day of November 2018, by the following vote:

AYES: Cardenas, Jackson, Viegas-Walker, Garcia, Silva
NOES: None
ABSENT: None
ABSTAINED: None

By L. Diane Caldwell, City Clerk