

RESOLUTION NO. 22- 71

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO
ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT
INCLUDING COMPENSATION FOR JANUARY 1, 2022 THROUGH JUNE
30, 2025

EL CENTRO FIREFIGHTERS
ASSOCIATION

WHEREAS, the City Council of the City of El Centro, California ("City Council") has previously adopted Resolution No. 18-107 concerning terms and conditions of employment, including compensation, for employees of the El Centro Firefighters Association ("Association"); and

WHEREAS, the employees are currently represented by a recognized employee bargaining unit and an exclusive representative, as those terms are defined in the Meyers-Milias Brown Act; and

WHEREAS, representatives of the City of El Centro, California ("the City") and the exclusive representative and bargaining team representing the employees covered by this resolution have met and conferred in good faith concerning the terms and conditions of employment addressed by this resolution; and

WHEREAS, the City Council desires to provide reasonable compensation and terms and conditions for employees, weighing the fiscal constraints imposed upon the City by uncertainties in the national, state and local economies; and

WHEREAS, the City Council finds that it is in the best interest of the City to adopt this resolution.

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

Section 1. Repeal of Previous Resolution: Resolution No. 18-107 hereby is repealed.

Section 2. Agreement. The agreement between the City and the Association (a copy of which is on file in the office of the City Clerk), is hereby adopted.

Section 3. Effective Dates. Except as provided by the agreement, the terms and conditions of employment, as provided by this resolution and agreement, are effective as set out in that agreement. This resolution shall remain in full force and effect through June 30, 2025, or until a successor resolution is adopted by the City Council.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, held on the 5th day of **July, 2022**.


CITY OF EL CENTRO


Tomas Oliva, Mayor

ATTEST:

By: 
Norma Wyles, City Clerk


APPROVED AS TO FORM:
Office of the City Attorney

By: 
Elizabeth 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- 71 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 5th day of **July, 2022**, by the following vote:

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

By: 
Norma Wyles, City Clerk

MEMORANDUM OF UNDERSTANDING
between
CITY OF EL CENTRO
and
FIREFIGHTERS ASSOCIATION
FOR FISCAL YEARS 2022-2025

ARTICLE 1 GENERAL PROVISIONS.

Section 1.1 PARTIES TO AGREEMENT.

This Memorandum of Understanding ("MOU") has been prepared pursuant to the terms of Resolution No. 02-71 "Resolution Adopting Rules and Regulations for the Administration of Employer-Employee Relations Pursuant to the Meyers-Milias-Brown Act" of the City of El Centro which is hereby incorporated by reference as if fully set forth herein, and has been executed by the City of El Centro (the "City") and by the El Centro Firefighters Association (the "Association")

Section 1.2 RECOGNITION.

The Association is hereby recognized as the Exclusive Representative pursuant to the Meyers-Milias-Brown Act for the employees occupying the job classifications set forth in Appendix A.

The City recognizes the Association as the exclusive bargaining representative with respect to all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment pursuant to California Government Code section 3500 *et seq.*

Section 1.3 RATIFICATION.

It is agreed that this MOU is of no force and effect until ratified and approved by the membership of the Association and by Resolution duly adopted by the City Council of the City of El Centro.

Section 1.4 IMPLEMENTATION.

This MOU constitutes a mutual recommendation by the parties hereto to the City Council that it adopt this MOU affecting the changes enumerated herein relative to wages, hours, and other terms and conditions of employment for the employees represented by the Association.

Section 1.5 SCOPE OF REPRESENTATION.

The scope of representation of the Association shall be those as set forth in Resolution No. 02-71 "Resolution Adopting Rules and Regulations for the Administration of Employer-Employee Relations Pursuant to the Meyers-Milias-Brown Act" as from time to time amended.

Section 1.6 CONSTITUTIONALITY.

If any section, subsection, sentence, clause, or phrase of this MOU is for any reason held to be illegal or unconstitutional, such holding shall not affect the validity of the remaining portion of the MOU.

Section 1.7 ASSOCIATION DUES.

- (a) The City shall start or stop deductions for dues or benefit premiums, or both, following receipt of notice from the Association that authorization has been provided to the Association by an employee in the Unit. Should there be a dispute regarding the deduction of dues, the Association shall provide the City with a copy of the authorization(s) signed by the employee.
- (b) The Association, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866 shall hold harmless and indemnify the City of El Centro, its officers, and employees from any liability that may result from making, canceling or changing requested deductions.

1. Exceptions to Payroll Deduction Authorization Card:

The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit, nor may the member deposit with the City of El Centro, the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

2. Dues Deduction Check:

- (a) Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account specified by the Association.
- (b) The City agrees to provide the Association with an electronic file that shows the total amount authorized for deduction from each member's check.
- (c) The City will, during the term of this MOU, deduct dues of the Association on a biweekly basis and remit in a timely fashion to the Association.

Section 1.8 EMPLOYEE INFORMATION.

Whenever the City hires an employee who is covered by this MOU, a copy of this MOU, the City's Personnel Rules and Regulations, and the employee's job description will be provided to the employee.

Section 1.9 NON-DISCRIMINATION.

- a. Discrimination Prohibited. Neither the City nor the Association shall discriminate against any employee covered by this MOU in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex or disability.
- b. Association Membership or Activity. Neither the City nor the Association shall interfere with the right of employees covered by this MOU to become or not become members of the Association, and there shall be no discrimination against any such employees because of lawful Association membership or non-membership activity or status.
- c. Association Fair Representation. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

Section 1.10 NOTICES.

All notices to be given under this MOU shall be in writing and shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time.

If to the Association:

El Centro Firefighters Association
P.O. Box 2701
El Centro, CA 92244
Email: ECFA@elcentrofirefighters.org

If to the City:

City of El Centro
Attention: Director of Human Resources
1275 W. Main St.
El Centro, CA 92243

Section 1.11 PERSONNEL RULES AND REGULATIONS.

- a. Incorporation. The City's Personnel Rules and Regulations are incorporated by reference in this MOU and shall be binding on the parties to the extent they do not conflict with this MOU.
- b. Items Subject to Bargaining. 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.
- c. Layoff. However, should an employee be terminated due to layoff, then on the effective date of such termination, the provisions of this MOU shall be rendered null and void. Thereafter, the employee shall have only those rights and

prerogatives regarding layoff and reemployment, which are prescribed in the Personnel Rules and Regulations.

Section 1.12 NO STRIKE - NO LOCKOUT.

- a. Services Necessary to Health, Safety, and Welfare. The Association and the employees covered by this MOU recognize and agree that the rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and that to do so would endanger the health, safety, and welfare of the inhabitants thereof.
- b. No Strike. During the term of this MOU, neither the Association nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City.
- c. Notification. The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Section, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating Section 1.12 to return to work.
- d. Violations. The Association agrees that the City's rights to deal with any violation of Section 1.12 include, without limitation, the administration of discipline, including discharge or suspension administered in accordance with Section 7.3, and the institution of an appropriate action at law on any or all employees participating therein and any or all of the Officers and Representatives of the Association.
- e. No Lockout. During the term of this MOU, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this MOU.

Section 1.13 ASSOCIATION ACCESS TO EMPLOYEES.

- a. The City agrees that for purposes of representation on issues covered by this agreement, official representatives of the Association may meet with unit employees on City facilities during working hours, provided that prior notification has been given to the appropriate supervisor. The Association agrees that such meetings shall not interfere with the normal work duties of the employees.
- b. Solicitation for membership in the Association or other internal association business not directly connected to administration of this agreement shall be conducted during the nonwork hours of all employees involved.
- c. City facilities may be made available for use by City employees or the Association in accordance with such administrative procedures as may be established by the City Manager or Fire Chief.

- d. City will provide a written statement to each new bargaining unit employee that the classification is part of a bargaining unit represented by the Association, and the name of a representative of the Association. City will provide the Association President not less than ten (10) days' notice of the onboarding orientation meeting held between City's Human Resources representative(s) and new bargaining unit employees, including the date, time, and location of the orientation meeting. If a bargaining unit employee's first day of work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and City will instead provide as much advance notice as reasonably possible of the orientation meeting.
- e. The City will allow a Business Representative of the Association and/or outside labor representative to spend up to fifteen (15) minutes with the new unit member at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. No representative of City management shall be present during the Association's presentation. A bargaining unit member attending the onboarding orientation meeting as the Association representative shall be given paid release time sufficient to cover the Association's presentation and related travel time. The Association will provide the Human Resources Department with the names of any bargaining unit members who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.
- f. To the extent required by Government Code Section 3558, City shall provide the Association President with a list of names and contact information (listed below) for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire. City shall also provide the Association a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):
 - Employee name,
 - Job title,
 - Department,
 - Work location,
 - Home address, and
 - Work, home and personal telephone numbers and personal email addresses on file with the City.

ARTICLE 2 RIGHTS OF THE PARTIES.

Section 2.1 CITY RIGHTS.

- a. Rights. The exclusive rights of the City include, but are not limited to, the following:

1. To determine its mission and policies and to set forth all standards of service offered to the public;
 2. To determine the merits, necessity, and organization of all services and activities conducted by the City;
 3. To determine and change the facilities, methods, means, departmental responsibility, and personnel by which City operations are to be conducted;
 4. To expand or diminish services;
 5. To 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 contract any work or operation;
 6. To 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. To relieve employees from duty because of lack of work or other non-disciplinary reasons, provided such is done in accordance with Article 7, Section 7.2;
 8. To discharge, suspend, or otherwise discipline employees for proper cause;
 9. To determine job classifications;
 10. To determine policies, procedures, and standards for selection, training, and promotion of employees;
 11. To establish employee performance standards, including but not limited to, quality and quantity standards;
 12. To maintain the efficiency of governmental operations;
 13. To take any and all necessary actions to carry out its mission in emergencies;
 14. To exercise complete control and discretion over its organization and the technology of performing its work and services; and
 15. To 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 organization.

Section 2.2 EMPLOYEE RIGHTS.

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of wages, hours, and other terms and conditions of employment. Employees of the City 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 the exercise of these rights.

Section 2.3 ACCESS TO PREMISES.

- a. Working Hours. Association Representatives may be permitted to discuss any grievance or problem arising under the terms of this MOU with any employee during working hours; provided, however, that the employee's immediate supervisor is provided reasonable advance notice. It is agreed that there will be as little interference as possible by Association Representatives during the working hours of said employee. It is agreed that Association Representatives shall be permitted to conduct a reasonable amount of Association business regarding grievances during working hours without loss of compensation.
- b. Facilities. The City, at its discretion, may allow the Association to use City facilities to conduct meetings when such facilities are available. Association Representatives shall be permitted while on duty to attend Association meetings or to conduct Association business; provided, however, that the City shall be provided reasonable advance notice of such business. It is understood that such business shall not adversely affect operation of any City department.
- c. "Employee." Whenever the term "employee" is used herein, it shall refer only to employees occupying the positions set forth in Appendix A.

ARTICLE 3 COMPENSATION

Section 3.1 SALARY AND MERIT INCREASES

- a. Pay Range. Effective as of the first full pay period in July 2022, 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, 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 5% 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 MOU. All employees who have been in Step 10 or Step 5 for five continuous years and receiving a satisfactory or higher performance evaluation for those five years, shall be placed in Step 11 or Step 6 as of their anniversary date.

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

Section 3.2 UNIFORM ALLOWANCE.

- a. Annual Allowance. For the purpose of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the City, employees shall receive one thousand five hundred dollars (\$1,500), annually, payable on the second payday during the month of July.

- b. New Employees.

- 1. Items Issued: New employees of the City that are hired after the beginning of the fiscal year will be provided with the following:

- A. Five (5) pairs of pants
 - B. Five (5) shirts (short or long, one of which must be long sleeve)
 - C. Eight (8) cotton t-shirts
 - D. Three (3) PT shorts
 - E. One (1) nametag

- 2. Initial Allowance Issued: New hires will receive three hundred fifty dollars (\$350) upon successful completion of the probationary period, to be used towards the purchase of one (1) dress uniform.

- 3. Annual Allowance: New employees hired between July 1st and December 31st will receive the full uniform allowance the following July. New employees hired between January 1st and June 30th will receive five hundred dollars (\$500) the following July.

Section 3.3 CALL-BACK PAY.

An employee who has been released from work and has left the work premises shall, if called back to duty, be paid for the reasonable estimate of the time required to travel to and from the employee's residence and the work area and for the time actually worked. The total paid time of call-back pay, including travel time, shall not be less than four (4) hours. Scheduled overtime shall not result in call-back pay.

Section 3.4 STAND BY PAY.

The Fire Chief, after determining that special conditions warrant, may place employees on standby with a pager. Employees who are placed on such standby status shall be available to report to duty within fifteen (15) minutes if called. Employees shall be compensated one hundred dollars (\$100)

per shift for such status.

Section 3.5 OVERTIME COMPENSATION.

a. Rate of Pay.

1. 40-Hour Employees. Overtime shall be paid at the rate of time and one half for all hours worked in excess of 40 hours in a work period.
2. 24-Hour Employees. Overtime shall be paid at the rate of time and one half for all hours worked in a work period in excess of the maximum hours standard set forth in 29 CFR 553.230.

b. Computation.

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 (FLSA); provided, however, that scheduled use of vacation and compensatory time shall be considered "hours worked."
2. Hours Per Year. The regular hourly rate of pay shall be based on 2,080 hours per year and 2,912 hours per year for 40-hour employees and 24-hour shift employees, respectively.

c. Timing. Overtime shall be paid on the first payday following the end of each work period.

Section 3.6 COMPENSATORY TIME.

- a. Option to Accrue. Employees shall have the option to accrue compensatory time in lieu of overtime pay. The method of calculation to determine compensatory hours shall be the same method as used to calculate monetary compensation.
- b. Accumulation. Compensatory time may accumulate to a maximum of two hundred forty (240) hours. Employees may request to be paid for up to one hundred (100) hours of accumulated compensatory time on any payday.
- c. Use. An employee who has requested the use of such compensatory time shall be permitted to use such time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt operations of the City.
- d. Accrual Rate. Compensatory time shall accumulate at the rate of one and one-half times the number of overtime hours worked.

Section 3.7 LONGEVITY PAY.

It is the intent of the parties that no employee shall be entitled to longevity pay benefits which were reflected in previous MOUs between the parties.

Section 3.8 RETIREMENT CONTRIBUTIONS.

- a. Retirement Tier 1. Each employee covered by this agreement hired before January 1, 2013, shall receive the 3% @ 50 retirement formula. These Safety Members shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.
 1. Effective the first full pay period following July 1, 2023, the employee shall pay 9% of the member contribution plus an additional "cost share" pension contribution of 3%, total pension contribution shall be 12%.
 2. This cost sharing pension contribution shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). As soon as administratively feasible the City shall implement a contract amendment. This pension contribution shall extend beyond the expiration of this MOU.
- b. Retirement Tier 2: Employees hired on or after January 1, 2013, and covered by this resolution, shall be placed in the CalPERS 2.7% at 57 retirement plan. The City will contribute one hundred percent (100%) of the employer contribution amount as determined CalPERS. Employees required contribution amount shall be as determined by CalPERS.
- c. Classic Employees Hired after January 1, 2013. Employees hired on or after January 1, 2013, that are "Classic Members" in the CalPERS system and had a break in service of no more than 6 months, will be eligible for the 3% at 50 plan.
- d. Pre-Tax Payment. Employee contributions will be paid pre-tax under IRS section 414 (h) (2).

Section 3.9 HIGHER JOB CLASSIFICATION PAY.

- a. Eligibility. An employee who works at a higher job classification shall qualify for higher job classification pay when he/she commences work performing the duties at the assigned higher job classification as determined by the Fire Chief.
- b. Calculation. Said additional higher job classification pay shall be 10% percent above the employee's current base salary subject to the provisions of Section 3.12 below.

Section 3.10 HOLIDAY PAY.

- a. 24-Hour Employees. Twenty-four-hour employees are entitled to thirteen and a half (13½) holidays per year. Compensation for said holidays will be as follows:
 1. Forty-eight (48) hours of vacation leave (2 shifts), accrued at the current rate. Said hours are included in the accrual rate outlined in Section 6.1(b)
 2. Sixty-four (64) hours of pay at the employee's current rate of pay. Said pay shall be paid by separate check during the first week of December.

Employees hired after December 1st of the previous year and employees placed on a forty-hour schedule will receive sixty-four (64) hours of holiday pay prorated based on the number of holidays observed since date of hire or change in schedule.

- b. 40-Hour Employees. Forty-hour employees are not entitled to holiday pay under this section.

Section 3.11 EDUCATIONAL AND TRAINING INCENTIVE PAY.

- a. Rates. Educational and training incentive pay shall be paid in the following manner:

1. Fire Officer certificate	\$40 per pay period
2. Hazardous Materials Technician	\$40 per pay period, or
3. Hazardous Materials Specialist	\$60 per pay period
4. Bomb Specialist	\$40 per pay period
5. Confined Space Operational	\$40 per pay period, or
6. Confined Space Technician	\$40 per pay period
7. Fire Investigator I	\$20 per pay period, or
8. Fire Investigator II	\$40 per pay period
9. Fire Instructor I	\$20 per pay period, or
10. Fire Instructor II	\$40 per pay period, or
11. Fire Instructor III	\$60 per pay period
12. Fire Prevention Officer	\$20 per pay period
13. Fire Protection Specialist	\$40 per pay period
14. Plans Examiner	\$60 per pay period
15. Public Education Officer	\$20 per pay period
16. Urban Search & Rescue (US&R)	\$40 per pay period
17. First Responder Operation Instructor	\$40 per pay period
18. Driver/Operator	\$40 per pay period
19. Fire Mechanics Level I	\$40 per pay period
or Level II	\$60 per pay period
or Level III	\$60 per pay period

20. AA or AS degree	\$50 per pay period
21. BA or BS degree	\$75 per pay period
22. Masters degree	\$100 per pay period

- b. Title Changes. In the event that the State Fire Marshal changes the title of the certification listed above, members will continue to be entitled to certification pay for that particular certification. The ECFA and City agree that an addendum to the MOU can be made to reflect any certification changes made by the State Fire Marshal upon written notification from this bargaining group along with the notification from the State Fire Marshal.
- c. EMT-P Recertification Bonus. Any employee recertified for EMT-P shall be paid a recertification bonus of two hundred dollars (\$200); provided however, that such bonus shall not be paid more frequently than once every two years.
- d. LALS Incentive. Any employee with the certificate in Limited Advance Life Support (LALS) will receive 5% of base salary.
- e. EMT-P Incentive. Any employee with the certification of EMT-P will receive 9.5%.
- f. Proof. The employee is responsible for providing proof of completion work required to obtain certificates, proof of certification, proof of renewal and good standing. If timely notification to Human Resources is not provided by the employee, retroactive certification pay shall be limited to the three months immediately preceding the furnishing of the documentation.
- g. Guidelines. The City will follow the guidelines of the California Office of the State Fire Marshal that is related to the Professional Certification Program.

Section 3.12 DIFFERENTIAL PAY.

- a. Eligibility. Any employee assigned to days will receive a 15% differential pay. This will be effective if the assignment is over ten (10) consecutive days and will be retroactive to the first day worked when assigned to days. Those excluded from the 15% differential pay will be employees on modified/light duty, administrative leave, or for purposes of attending training.
- b. Higher Classification Pay. No employee shall be entitled to receive the higher classification pay provided by Section 3.9 when said employee qualifies for differential pay under this Section.

Section 3.13 COURT PAY.

If an employee is subpoenaed for a court appearance during his/her off duty hours and the court places said employee on "on-call/standby" status for the morning court session, afternoon court session, or both, said employee shall receive a total of four (4) hours of regular pay.

Section 3.14 TUITION REIMBURSEMENT.

- a. Guidelines. 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 in a manner that will enhance their job skills. Employees shall be eligible for reimbursement of up to one thousand two hundred dollars (\$1,200) per year for tuition reimbursement and/or professional development. Guidelines are as follows:

1. Eligible Employees. 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. Expenses for tuition and textbooks under this program will be reimbursed subject to the approval of the department head and/or the Director of Human Resources.
2. Eligible Expenses. 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 the following criteria:
 - A. The degree or certificate sought must be job-related.
 - B. Courses may not be taken during the employee’s regular working hours; unusual exceptions require appropriate approval.
 - C. Completion of the course must be verified with a grade of “C” or better.
 - D. If the employee withdraws from a course, the employee will be responsible for any expenses incurred.
 - E. The employee must remain an active regular employee through the conclusion of the course.

b. Reimbursement Procedure.

1. Employee must complete a tuition reimbursement request form and submit it to department head for approval.
2. If approved, the department head will submit the request to Human Resources for approval.
3. If approved by Human Resources, a copy of the approved form will be returned to the employee.
4. The employee must then make all registration arrangements and pays for tuition and books/materials.

5. After completing the course, the employee will provide Human Resources with a grade sheet and receipts for tuition and books.
6. Human Resources will prepare a claim form for any reimbursements due to the employee.

3.15 EXTRAORDINARY DUTY PAY.

Employees covered by this MOU are occasionally required to commit to large scale or catastrophic events or mutual aid events that may span multiple operational periods. These types of events would include: floods, earthquakes, declared disasters, fires and prolonged emergency situations. These extraordinary events may be more than twenty-four (24) hours in duration. Such service is considered "extraordinary" and is beyond the scope of their normal duties. The City of El Centro intends to fairly compensate all classes of this unit at an overtime rate of time pursuant to Section 3.5 of this MOU for direct and indirect work during such extraordinary events in order to protect life, property and the environment beginning at the time of initial dispatch from home base, to the time of return to home base; portal to portal.

ARTICLE 4 WORK SCHEDULES.

Section 4.1 WORK PERIOD.

- a. Work Periods. Employees covered by this MOU will work one of two work periods depending on assignment.
 1. 40-Hour Employees. The work period is seven (7) days commencing at 12:01 A.M. Tuesday and continuing through 12:00 midnight the following Monday. The normal work schedule for a forty-hour employee shall be five (5) eight-hour days, although a different work schedule may be mutually agreed upon between the employee and the department head consistent with the needs of the department.
 2. 48/96 Schedule. The 48/96 work cycle is twelve (12) days. The schedule consists of a (3) three-platoon system in which employees work two consecutive twenty-four-hour shifts for a total of forty-eight hours, and have ninety-six consecutive hours off. A typical work period is as follows: X= work day, and O=day off: XXOOOOXXOOOOXXOOO and so on.
 3. In the event one shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.

Section 4.2 PAYDAYS.

Paydays shall be on a bi-weekly basis occurring every other Friday. If a scheduled payday falls on a holiday recognized by this MOU, said payday shall be moved to the last working day before the

holiday.

ARTICLE 5 INSURANCE.

Section 5.1 MEDICAL 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	Up to \$754.56 per month
Spouse:	Up to \$1,155.19 per month
Child(ren):	Up to \$1,094.45 per month
Spouse & Children:	Up to \$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. Exploration of Alternatives. The City and the ECFA agree to continue to explore alternative health insurance coverages during the term of this agreement and consider recommendations by the Health Insurance Committee.
- c. Buy Down. The employee shall have the option of participating in the "buy down level" of said program.
- d. 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 5.2 LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

The City shall provide for 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 MOU.

Section 5.3 LONG TERM DISABILITY PAYMENT.

The City agrees to remit to the El Centro Firefighters Association an amount equal to that paid for

all other employees for long term disability coverage. Said amount shall be sent on a monthly basis and used by the Association to purchase long term disability coverage for its members.

Section 5.4 1959 SURVIVOR BENEFITS.

The City will contract with CalPERS for the 4th level of 1959 Survivor benefits (Government Code section 21382.5) for all employees covered by this MOU. The City will pay the applicable employer cost, and each employee will pay the applicable employee cost.

Section 5.5 HEALTH INSURANCE CONTRIBUTION FOR RETIREES.

Employees who retire from the City with twenty (20) years or more of service and employees who are granted an industrial disability retirement who 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 coverage until age sixty-five (65) and one hundred fifty-three dollars and sixty-two cents (\$153.62) thereafter. For all other employees separating their employment, the City will comply with state and federal requirements regarding post-employment health care coverage.

ARTICLE 6 LEAVE.

Section 6.1 VACATION LEAVE.

- a. Eligibility. All employees shall be eligible for vacation leave with pay except for the following:
 1. Probationary. Probationary employees; provided, however, that vacation leave shall accumulate during the probationary period and shall be granted to the employee when permanent status is attained.
 2. Permanent Part-Time. Permanent part-time who are on a pay status less than 50% of the time and temporary employees.
- b. Accrual. Vacation leave shall accrue on a biweekly basis for all eligible employees who are on pay status for 50% or more of that biweekly period. Vacation leave shall accrue at the following rates:

<u>Months of Service</u>	<u>24-Hour Employees Hours per Pay Period</u>	<u>24-Hour Employees on Light Duty Status Hours per Pay Period*</u>	<u>40-Hour Employees Hours Per Pay Period</u>
0-60	8.31 hours	5.94 hours	4.62 hours
61-72			4.92
73-84			5.23
85-96			5.54
97-108			5.85
109 +			6.15
61-120	10.15	7.25	

*If a twenty-four (24) hour employee assigned to work a forty (40) hour light duty work schedule because of a work-related disability has observed nine (9) or more holidays in the twelve (12) months preceding the December payment for holidays as provided in Section 3.10, then no payment of holiday pay shall be made pursuant to subsection b of Section 3.10.

- c. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1 ½) times the annual accrual rate. Accumulations in excess of the maximum must be approved by the City.
- d. Scheduling. The times during a calendar year at which an employee may take vacation leave shall be determined by the Fire Chief with due regard for the wishes of the employee and particular regard for the needs of the department. All vacation leave requires the prior approval of the Fire Chief.
- e. Illness within Vacation Time. If an employee becomes ill or injured during vacation leave which requires hospitalization or medical attention, those days for which proof of such hospitalization or medical attention is furnished shall not be charged against vacation leave.
- f. Payment of Vacation Hours at Termination. Employees who terminate employment shall be paid for any accumulated vacation leave at the employee's current rate of pay.
- g. Hardship Cash Out. Employees may cash-out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their 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 their sole discretion, whether an emergency exists and the extent of the financial need.

Section 6.2 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. Temporary employees are not 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 50% or more of that biweekly period. Sick leave shall accrue at the rate of 3.69 hours biweekly (in the case of forty-hour employees) and 5.54 hours biweekly (in the case of twenty-four-hour employees).
- c. Accumulation. Sick leave hours may be accumulated without restriction.

d. Sick Leave Utilization Requirements. Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

1. Personal illness or injury: Any employee who has contracted or incurred and is suffering from any non-service-connected sickness or injury, which renders him/her unable to perform the duties of his/her position shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order. Employees shall also be eligible to utilize accrued sick leave pursuant to Section 6.2(e) Workers' Compensation.
2. Family illness or injury: Employees shall be eligible to receive paid sick leave when there is a sickness or injury involving a member of their immediate family, which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or injury.
3. Vacation and Personal Leave: When an employee becomes eligible for paid sick leave (as provided above) while on vacation, sick leave may be used in place of vacation time, provided satisfactory evidence and certification of the illness or injury is presented in accordance with Section 6.2(g) (Sick Leave Certification and Approval) below, and subject to the approval of the City.

e. Sick Leave Pay. The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

f. Sick Leave Notification.

1. Employee Responsibility: Employee It is the responsibility of each employee requesting paid sick leave to notify the employee's immediate supervisor. An employee who is requesting paid sick leave shall notify or cause notification to be made to his/her immediate supervisor at least one (1) hour before the time specified for the beginning of the work shift or as soon as is reasonably possible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for the notification being made. If an employee becomes ill during the work shift, he/she must notify or cause notification to be made to the employee's immediate supervisor.
2. Failure to Notify: In the event sick leave notification is not given as provided above, the City shall consider and handle the employee's absence

as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.

3. Required Daily: Sick leave notification as outlined above must be made each workday that paid sick leave is being requested, unless this requirement is expressly waived by the City.

g. Sick Leave Certification and Approval.

1. Abuse: If the City has a preponderance of documentation supporting the conclusion that sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from his/her attending physician certifying that absence from work was required. The City may also request such a statement whenever sick leave is requested for five (5) or more consecutive workdays (in the case of forty-hour employees), or three (3) or more consecutive shifts (in the case of twenty-four-hour employees).
 2. Verification: The City shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.
 3. Approval/Denial: As a result of such physician's statements and examination, the City may approve or deny an employee's sick leave requests and establish limits and conditions for any further approved sick leave connected with the same illness or disability. The City has the right to discipline an employee for prohibited behaviors relating to abuse of sick leave or excessive absenteeism.
- h. Sick Leave Release. An employee who is sick or disabled for five (5) or more consecutive workdays (in the case of forty-hour employees), or three (3) or more consecutive shifts (in the case of twenty-four-hour employees), may be required at the City's discretion and at the City's expense; and any employee who is sick or disabled for ten (10) or more consecutive workdays (in the case of forty-hour employees), or five (5) or more consecutive shifts (in the case of twenty-four-hour employees), shall be required to secure and submit a physician's release certifying that he/she is fit to return to work. This release must be submitted to the employee's immediate supervisor before the employee will be permitted to return to work. The City may also require, at its discretion and its expense, that an employee take a medical physical in conjunction with the above sick leave release procedure.
- i. Reimbursement of Other Remuneration. Any employee injured or incurring an illness as the result of non-Fire Department employment or contracted work, and who receives sick leave pay from the City and other remuneration for lost income for said injury or illness shall pay said other remuneration to the City. Employee purchased remuneration benefits (such as LTD benefits) are exempt from the

provisions of this Section.

j. Workers' Compensation.

1. An employee absent from work by reason of an injury or illness arising out of and in the course of his/her duties shall, in accordance with Labor Code section 4850, be allowed up to one year's leave of absence without loss of compensation but in lieu of temporary disability payments.
2. An employee who is absent from work by reason of an injury or illness arising out of and in the course of his/her duties will continue to accrue sick leave and vacation benefits as though he/she were not on leave of absence.
3. If an employee cannot return to work by the expiration of benefits under Labor Code section 4850, disability retirement may be requested by the city.
4. Whenever such absence of an employee continues beyond the expiration of benefits under Labor Code section 4850, the employee may continue on a paid status by utilizing accrued sick leave, vacation and compensatory time, until the effective date of his/her retirement under the Public Employees Retirement Act.
5. Time absent from work in excess of thirty (30) shifts per fiscal year by reason of an injury or illness arising out of and in the course of employee's duties shall not be considered as time performing his/her duties and responsibilities with regard to merit step advancement.

Section 6.3 SICK LEAVE CONVERSION.

An employee whose retirement date is within four (4) months of separation from employment may, in accordance with Government Code section 20965, convert all unused sick leave to additional service credit at the rate of 0.004 for each day of sick leave (two hundred fifty (250) sick leave days = one (1) additional year of service credit). In making this conversion, the City shall multiply the number of accrued sick leave hours for twenty-four-hour employees times 0.7143 divided by eight (8) hours to determine the proper number of days of sick leave credit.

Section 6.4 ASSOCIATION REPRESENTATIVES' ADMINISTRATIVE LEAVE.

The City shall allow Association representatives to use accumulated leave time to attend seminars or conferences relative to employer-employee relations. The total number of shifts off each fiscal year shall not exceed twelve (12).

Section 6.5 LEAVE CONVERSION PROCEDURE.

Twenty-four (24) hour employees reassigned to a forty (40) hour basis, or vice versa, shall have accrued leave converted on the following basis:

- a. 24-Hour Employees. To determine equivalent hours for new twenty-four (24) hour employees, multiply hours times a conversion factor of 1.4.
- b. 40-Hour Employees. To determine equivalent leave hours for new forty (40) hour employees, multiply leave hours times a conversion factor of .7143.

Section 6.6 STRIKE TEAM SAFETY TIME.

At the discretion of the Fire Chief and subject to operational needs, employees who have been on extended strike team assignments of ten (10) days or longer may be authorized to use a minimum of twenty-four (24) hours of accrued leave upon their return.

ARTICLE 7 GRIEVANCE PROCEDURE LAYOFF AND REEMPLOYMENT, DISCIPLINARY ACTIONS.

Section 7.1 GRIEVANCE PROCEDURE.

a. Purposes.

1. To state the policy and provide the means for employees, recognized employee organizations, and management to settle grievances in an orderly manner within a reasonable time at the lowest possible level.
2. To provide methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and management.
3. To provide a method of appeal and resolution of claims or unlawful employment discrimination on the basis of race, religious creed, color, disability, medical condition, national origin, ancestry, marital status, sex and age.

b. Policies.

1. Any employee has the right to submit a grievance with freedom from fear, intimidation, or coercion from any party.
2. Any employee may represent himself/herself or select an individual to represent him/her at any or all steps in the grievance procedure.
3. Grievances may be submitted by an employee or by a group of employees.
4. The first contact by the grievant shall be with the immediate non-unit supervisor. The parties shall attempt to resolve grievances orally at this level.

5. To the extent possible an employee shall investigate and present grievances during the employee's non-working time. The investigation and preparation of grievances while on duty must have the prior approval of the City. An employee may attend a grievance meeting in his/her own behalf during working time without loss of compensation.
 6. Each party shall bear its own costs associated with any grievance or appeal procedure unless directed otherwise by a court of competent jurisdiction.
- c. Grievance Defined. A "grievance" is a difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue), or by the City relating to:

1. The meaning, interpretation or application of the express provisions of this MOU, the Fire Department's Rules and Regulations and Standard Operating Procedures, the City's Personnel Rules and Regulations, and Resolution No. 75-12, as from time to time amended.
2. Discrimination on the basis of race, color, religion, disability, medical condition, age, national origin, ancestry, marital status, and sex.

d. Steps.

1. Step 1: Any employee covered by this MOU shall grieve a grievance orally with the appropriate non-unit supervisor in an attempt to resolve the grievance prior to Step 2 of this Section.
2. Step 2: If the grievance is not resolved in Step 1 and the employee wishes to proceed to Step 2 of this Section, the employee shall submit said grievance to the Fire Chief within fifteen (15) days after the employee concerned has become aware of, or should have become aware, through the use of reasonable diligence of the occurrence of the event giving rise to the grievance or, in the case of a disciplinary suspension, by the end of the day following said suspension; provided, however, that said grievance shall be in writing and signed by the aggrieved employee. The Fire Chief shall provide the employee with a written decision within five (5) working days after receipt of the written grievance. A copy of said decision shall be filed with the City Manager.
3. Step 3: If the grievance is not settled in Step 2 and the employee wishes to proceed to Step 3 of this Section, said grievance shall be referred in writing by the employee to the City Manager or his/her designee within five (5) working days after the Fire Chief's decision.
4. Step 4: Within ten (10) working days from receipt of the grievance, a meeting between the City Manager or his/her designee, the employee, and the

employee's representative (if one is desired by the employee) shall be held at a time mutually agreeable to the parties. If the grievance is resolved as a result of such meeting, the resolution shall be reduced to writing and signed by the City Manager or his/her designee, the employee, and the employee's representative (if any). If no resolution is reached, the City Manager shall give his/her written decision to the employee within ten (10) working days from said meeting. Notwithstanding any language in this MOU to the contrary, decisions of the City Manager resulting from non-disciplinary action grievances shall be final.

- e. Group Grievance. Employees may join in submitting a grievance as a group, provided the issues in the grievance and the corrective action sought are identical for all. A group grievance shall be processed as a single grievance in the name of one employee designated by the others to act for them. All employees joining in the grievance must be identified and all employees in the group must sign the grievance when it is placed in writing. If the employees do not designate an individual to carry the grievance, communications will be addressed to the employee whose name appeared first in the grievance. An employee may withdraw from a group grievance upon written notification, at any time before a decision is made; however, said employee may not then initiate the same or substantially similar grievance under this procedure. Any one employee in the group, if he/she is not satisfied with the decision at any stage, has the right to carry the grievance to succeeding stages of these procedures. A decision rendered on a group grievance applies to all employees in the group and each shall be provided a copy of the decision.
- f. Discrimination Grievance. Grievances as defined in Section 7.1c2 shall be initiated at Step 3 of Section 7.1d.
- g. Time Limits. No grievance shall be considered pursuant to Step 2 of this Section unless it is submitted within fifteen (15) working days after the employee concerned has become aware, or should have become aware, through the use of reasonable diligence of the occurrence of the event giving rise to the alleged grievance.
 - 1. Failure to Timely Present: If a grievance is not presented within the time limits set forth above or within any agreed upon extension, it shall be considered "waived."
 - 2. Failure to Proceed to Next Step: If a grievance has not proceeded to the next Step within the specified time limit or any agreed extension thereof, it shall be considered resolved on the basis of the department's last answer.
 - 3. Failure to Answer: If the department does not answer a grievance or an appeal thereof within the specified time limits, the employee may elect to treat the grievance as denied at that Step and immediately proceed to the next Step.

4. Extension: The time limit in each Step may be extended by mutual agreement of the City and the employee.
5. Working Days: The term "working days" as used in this Section shall include the days Monday through Friday and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

Section 7.2 LAYOFF AND RE-EMPLOYMENT.

The City, in its discretion, shall determine whether layoffs are necessary, and shall be governed by the provisions of City of El Centro Personnel Rules and Regulations, specifically Chapter 9, Separations from Employment. Re-employment rights for individuals laid off are governed by said chapter.

Section 7.3 DISCIPLINARY ACTIONS.

- a. 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 disciplinary action up to and including termination.
 1. Insubordination, including (a) refusal to follow a work order or to perform a work assignment (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 City property or the property of another employee. Note: property includes, but is not limited to, records, supplies, materials, equipment, or facilities.
 3. Intentional or negligent misuse of City property or the property of another employee.
 4. Removing the property of the City or a City employee or 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. Gross failure to work cooperatively with others.
12. Bringing or possessing weapons or any other dangerous device onto City property while on duty, unless permitted by the City job classification.
13. Unauthorized use, sale, transfer, or possession of alcohol, prescription 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 illegal 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. Failing to report a work-related accident or injury within the prescribed time period.
17. Causing or attempting to cause dissension or disruption of the work of others.
18. Soliciting or accepting reimbursement or gratuities for services during working hours or while on City premises.
19. Unauthorized vending, solicitation, or sales of goods or services during working hours or while on City premises.
20. Smoking in a restricted area at any time.
21. Unreported absence of three (3) consecutive shifts.
22. Excessive tardiness or absenteeism.
23. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift.
24. Leaving City premises or one's assigned work area during working hours without permission.

25. Working unauthorized overtime.
26. Failing to meet acceptable performance standards or maintain satisfactory performance.
27. Submitting an employment application containing false or misleading information.
28. Falsifying or destroying any City record, including but not limited to, any time keeping record or inspection record.
29. Improper neglect of work.
30. Unauthorized use of City buildings, equipment, or materials, including but not limited to unauthorized knowledge, discussion, reproduction, or dissemination of employee records or files.
31. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which 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.
32. Improper political activity.
33. Refusing to take or subscribe to any oath or affirmation which is required by law in connection with employment.
34. Failing to obtain or maintain any required license, registration, permit, or status required of the position, including but not limited to insurability to operate any and all vehicles and equipment required of the position.
35. Other misconduct which adversely affects the work environment or any other violation of established City policy.
36. Failure to comply with established City or departmental or operational procedures.

b. Pre-disciplinary Conference Procedures.

1. Rights of Firefighters to Appeal Disciplinary Action: The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act and shall apply to any administrative appeal of a punitive action that is required to be afforded to a firefighter under the Act.
2. Definitions:

- A. Firefighter: The term “firefighter” means an employee who is considered a “firefighter” under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: Firefighter, Fire Engineer, and Fire Captain.
 - B. Punitive Action: The term “punitive action” means any action defined as such by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”
3. Notification: Prior to taking punitive action, in the form of a written reprimand, suspension, demotion, or termination against a permanent employee, the department head shall notify the employee in writing of the following:
- A. The proposed punitive action and effective date for such action;
 - B. The nature of the charges and/or violation of City regulations, policies, and/or MOU provisions;
 - C. The reasons and factual bases for the proposed action;
 - D. The materials upon which the action is based;
 - E. The right of the employee to respond at a specified place and time verbally or in writing;
 - F. The right of the employee to be represented by an attorney or other representative at any further proceedings.
4. Response: Any employee notified pursuant to this section who desires to respond to said notification shall do so at the time and place specified in the notification. If the employee or his/her designated representative requests the right to respond orally to the proposed punitive action within the time frame specified in the notice, imposition of proposed punitive action shall be deferred until after the oral response is received by the department head. If the employee elects to respond in writing, imposition of discipline shall be deferred until receipt and review by the department head of the written response.
- A. Failure to Respond: Employee’s failure to respond shall be deemed an intentional waiver of the employee’s right to submit an oral or written response to the proposed disciplinary action before the action is taken.

- B. Predisciplinary Conference: Where an oral response has been elected, the department head has the responsibility to conduct a pre-disciplinary conference. It is the department head's responsibility to coordinate the scheduling of the conference, including: (1) the date, time and place; and (2) forwarding of notices of such information to all interested parties within ten (10) working days of the employee's request. The department head or designated representative shall conduct the conference informally and shall be responsible for receiving the employee's and/or his/her representative's response to the proposed discipline. The conference shall be conducted informally and shall be limited to the presentation of information by and through the employee and/or his/her representatives in response to the charges and allegations set forth in the notice of proposed discipline.
 - C. Continuance: In the event the employee is unable to respond to the charges within the time permitted and demonstrates the reasonableness of a need for a continuance, the department head or hearing officer may grant a continuance of up to an additional five (5) calendar days. Demonstration of reasonableness shall be limited to matters which preclude the employee from making a timely response to the charge, such as personal injury to the employee or a death in his/her immediate family.
 - D. Modification of Time Limits: The time limits described herein are essential and may only be modified or enlarged by mutual consent of both the employee and the department head or his/her designee.
 - E. Consolidation: In the discretion of the department head and subject to the affected pre-discipline conferences of individual employee's consent, employees subject to discipline may be consolidated where related or similar issues are present.
- c. Notice of Discipline. After conclusion of the pre-disciplinary conference and within 30 days of the department's final decision, but not less than forty-eight (48) hours prior to imposing discipline, the department head shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof.
- 1. Requirements: The notice of discipline shall:
 - A. Contain a statement of charges which shall set forth the acts or omissions with which the employee is charged in order that the employee will be able to prepare his/her defense,
 - B. Specify the City rules, regulations, policies, and procedures which the employee is alleged to have violated,

- C. Advise the employee of his/her right to request an appeal hearing by filing a Notice of Appeal as provided under section (d) below, and
 - D. Be served personally on the employee with a proof of service noticed and retained by the Department.
2. Notice of Appeal: The Notice of Appeal must be filed within fifteen (15) days after service upon the employee of the Notice of Discipline. Employee's failure to request an appeal hearing within the fifteen (15) day period will constitute waiver of the employee's right of appeal.
- d. Right to Appeal. Employees requesting to appeal disciplinary actions taken pursuant section (c), shall have the following administrative appeal rights, which the City and Association stipulate to as being in accordance with Chapter 5, section 11500 of the California Government Code and otherwise satisfying the administrative appeal right established under section 3250 of the California Government Code:
- 1. Appeal of Punitive Action Not Involving Discharge, Demotion, or a Suspension of a Firefighter for More than three (3) Days: Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion, or a suspension greater than three (3) days.
 - A. Notice of Appeal: Within fifteen (15) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
 - B. Presiding Officer: In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice, or interest, as defined by Government Code §11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager shall be final and binding.
 - C. Burden of Proof: The employer shall bear the burden of proof at the hearing. If the action being appealed does not involve allegations of misconduct by the employee, the limited purpose of the hearing shall be to provide the employee the opportunity to establish a record

of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action. However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.

D. Conduct of Hearing:

(i) Rules of Evidence: The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant, or cumulative, or the presentation of which will otherwise consume undue time.

(ii) Opening Statements: The parties may present opening statements.

(iii) Presentation of Evidence: The parties may present evidence through documents and testimony.

(i) Witnesses shall testify under oath.

(ii) Subpoenas may be issued pursuant to Government Code §§ 11450.05- 11450.50.

(iv) Cross-Examination: Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

(v) Closing Arguments: Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.

(vi) Recording of the Hearing: If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

(vii) Representation: The firefighter may be represented by an

association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

- (viii) Decision: The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, and shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

2. Appeal Procedure for a Punitive Action Involving Discharge, Demotion, or Suspension for a Firefighter of More than Three (3) Days.

- A. Appeal Procedure: A formal appeal procedure shall be available for a disciplinary action involving discharge, demotion, suspension of more than three (3) days. The administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- (i) Notice of Discipline as Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

- (ii) Effective Date of Discipline: Pursuant to Government Code section 3254, subsection (f), the discipline shall not be effective sooner than forty-eight (48) hours of issuance of the final notice of discipline.

- (iii) Service: The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.

- B. Evidentiary Hearing Procedure: 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.

C. Appeal Procedure for Evidentiary Hearing:

- (i) Within fifteen (15) 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.
- (ii) Appeal shall be in writing, signed by the appellant, addressed to the Human Resources Department, explaining the matter appealed from and setting forth therein a statement of the action desired by the appellant, with reasons therefore.
- (iii) The formality of a legal pleading is not required.

D. Notice of Evidentiary Hearing

- (i) Date of Hearing: 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.
- (ii) Notice: 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 and the date, time, and place of the Evidentiary Hearing.

E. Unless Otherwise Agreed Upon by the Parties:

- (i) Appearance: The appellant shall appear personally, unless physically unable to do so, before the Evidentiary Hearing Officer at the time and place of the hearings. He/she may be represented by any person the employee may select at their expense and may at the hearing produce on his/her behalf relevant oral or documentary evidence.
- (ii) Testimony: Oral evidence shall be taken only on oath or affirmation and shall be recorded verbatim.
- (iii) Presentation of Evidence: 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.

(iv) Employee Testimony: If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

(v) Rules of Evidence: The hearing need not be conducted according to technical rules relating to evidence and witnesses.

(a) Admission of Relevant Evidence: 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: 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) Exclusion of Evidence: Irrelevant and unduly repetitious evidence may be excluded.

(vi) 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.

(vii) 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.

(viii) Evidentiary Objections: The Evidentiary Hearing Officer shall rule on objections raised by either party to the hearing.

(ix) Order of 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.

F. Official Notice: 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. 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. 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.

G. Personnel Appeal Board Members:

(i) The Personnel Appeal Board will consist of five (5) members, to be appointed by the mayor with the approval of the council. All appointments and reappointments shall serve for a term of four (4) years.

(ii) 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.

(iii) Members of the personnel appeal board shall be residents of this city. No person shall be appointed to the board that holds any other city office or employment.

H. Findings and 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. 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 board shall review the decision, and may sustain, reject, amend or modify the imposed disciplinary action against the employee. However, the board may not, in any case, increase the penalty contained in the notice of intent to discipline. The Personnel Appeal Board shall provide notice to the Human Resources Department of the action taken and the reasons therefore 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.

e. Extraordinary Circumstances.

1. In those extraordinary circumstances wherein the City 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 shall be suspended for not more than two (2) shifts 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 the City determines that 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 shall be placed on sick leave and sent home until determined by the City that he/she is able to function adequately.

f. 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.

Section 7.4 DEMOTION.

An employee may be demoted when his/her performance supported by documentation is determined to be unsatisfactory, or for reasons set forth in Section 7.3 a, 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 in Section 7.3 b. When an employee is demoted for disciplinary reasons, his/her salary shall be set in the new range pursuant to Section 7.6 hereof.

Section 7.5 SUSPENSION.

An employee may be suspended with or without pay at any time for reasons set forth in Section 7.3 a. Written notice of suspension shall be given as provided in Section 7.3 b.

Section 7.6 SALARY REDUCTION.

An employee may have his/her salary reduced for reasons set forth in Section 7.3 a. The reduced salary level may be at any step of the employee's salary range. Written notice of salary reduction shall be given as provided in Section 7.3 b.

ARTICLE 8 MISCELLANEOUS PROVISIONS.

Section 8.1 REPAIR OR REPLACEMENT OF EMPLOYEE'S PERSONAL PROPERTY.

The City shall reimburse an employee for the then current value of personal property lost or damaged in the performance of his/her duties except where said loss or damage is the result of negligence on the part of the employee. The City shall pay the replacement value of any such authorized personal property with the following exception: watches to a maximum of one hundred fifty dollars (\$150), non-prescription sunglasses to a maximum of one hundred (\$100) and an engagement and/or wedding ring to a maximum of three hundred dollars (\$300). Personal electronics (cell phones, iPads etc.) are not eligible for reimbursement. If a claim is not approved, the grievance procedure shall serve as the final remedy to the claim.

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 the City's expense. Prior to the City commencing any civil action to recover City moneys expended pursuant to this Section, the City shall notify the affected employee of said fact.

Section 8.2 SAFETY EQUIPMENT.

The City shall purchase and issue to employees covered by this MOU all required safety equipment including station uniform boots. Replacement of safety equipment shall be determined by the Fire Chief. All new employees shall be issued well-fitting and serviceable safety equipment as required.

Section 8.3 SAFETY LAWS AND REGULATIONS.

In order to provide a safe workplace, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this MOU. Employees shall comply with all safety rules and regulations established by the City.

Section 8.4 APPLICATION OF BENEFITS UNDER THIS MOU.

The changes in benefits and rights conferred by this agreement shall only apply to association member and/or current employees covered by this agreement as of the date of the approval of the MOU by the El Centro City Council. No benefits or rights shall be conferred on employees who terminated their employment or retired from city service prior to the approval of this MOU.

Section 8.5 REMOVAL OF STANDARDIZED PROVISIONS.

Certain provisions of this MOU shall be removed and restated as part of the City's Rules and Regulations subject to the condition that all such provisions removed and restated shall not diminish any rights or privileges conferred by said provisions in the MOU. Prior to removal and restatement, the parties hereto shall meet and confer and agree on the language in each of these provisions.

Sections to be removed:

Section 3.7	LONGEVITY PAY
Section 4.2	PAYDAYS
Section 5.3	1959 SURVIVOR BENEFITS
Section 6.2g	SICK LEAVE CERTIFICATION AND APPROVAL
Section 6.2h	SICK LEAVE RELEASE

Section 8.6 PAYMENT OF RETROACTIVE PAY.

When providing payment for retroactive pay due under this agreement, the City shall accompany each payment with a spreadsheet itemizing the pay and deductions.

Section 8.7 CASH OUT OF VACATION OR ANNUAL LEAVE.

- a. Cap. No vacation leave will be accrued above the cap stated in Section 6.1(c) at any time or for any reason.
- b. Cash Out. For the fiscal year beginning July 1, 2022, 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:
 1. He/she has taken a minimum of one (1) week of vacation leave during the current fiscal year;
 2. He/she thereafter is denied a request to take additional vacation leave in that fiscal year because of department or city workload or reasons beyond the control of either party to this MOU; and
 3. He/she for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime the City
- c. 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.

Section 8.8 CONTRACTED THIRD PARTIES AND VENDORS.

Parties shall form an ad-hoc committee called the Co-Location Committee, which shall meet at

least quarterly. The purpose of the Co-Location Committee shall be to study, and to provide recommendations regarding, the delineation of responsibilities between employees and third parties and vendors (including but not limited to American Medical Response, American Red Cross, Community Emergency Response Team) with regards to duties and use of areas of the fire stations.

ARTICLE 9 CONCLUSIVENESS OF AGREEMENT.


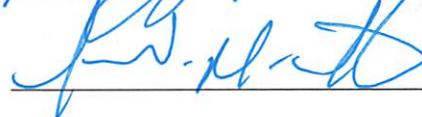
The City and the Association acknowledge that during the negotiations which resulted in this MOU, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of the negotiation process. Therefore, the City and the Association for the term of the MOU, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject within this MOU.

ARTICLE 10 TERM OF AGREEMENT.

Except as specified otherwise herein, this MOU shall be effective January 1, 2022, and shall remain in full force and effect only until and through June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed this 30th day of, August, 2022.

EL CENTRO FIREFIGHTERS
ASSOCIATION

Date 8/29/22

CITY OF EL CENTRO




Date 8/30/2022

APPENDIX A- Firefighter Association Classifications

CLASSIFICATION	GRADE
FIREFIGHTER	F11
FIRE ENGINEER	F13
FIRE CAPTAIN	F16

Effective first full pay period for July 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
F11	4761	5059	5357	5654	5952	6250
F13	5396	5733	6071	6408	6745	7082
F16	6425	6827	7228	7630	8031	8433

Effective first full pay period for July 2023

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
F11	4999	5312	5625	5937	6250	6562
F13	5666	6020	6375	6728	7082	7436
F16	6746	7168	7589	8012	8433	8854

Effective first full pay period for July 2024

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
F11	5099	5418	5737	6055	6375	6693
F13	5779	6140	6502	6863	7224	7585
F16	6881	7312	7741	8172	8601	9031